



# LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, March 11, 2025 AT 6:00 PM

T. PAGE THARP BUILDING  
OPAL CANNON AUDITORIUM

[WWW.LEE.GA.US](http://WWW.LEE.GA.US)

MEETING AGENDA  
Work Session

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## COUNTY COMMISSIONERS

Luke Singletary, Chairman District 2  
Chris Guarnieri, Vice-Chairman District 4  
Dennis Roland, Commissioner District 1  
Billy Mathis, Commissioner District 3  
George Walls, Commissioner District 5

## COUNTY STAFF

Christi Dockery, County Manager  
Kaitlyn Good, County Clerk  
Jimmy Skipper, County Attorney

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### 1. CALL TO ORDER

### 2. INVOCATION

A) Apostle Malden Batten, The Church of Leesburg, to lead the invocation.

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

A) Consideration to approve the minutes from the February 25, 2025 Board of Commissioners meeting.

### 5. CONSENT AGENDA

### 6. NEW BUSINESS

A) Jennifer Stephens, Behavioral Health and Intellectual Development Disabilities Specialist for ASPIRE, to address the Board regarding Intellectual/ Development Disabilities Month.

Consideration to adopt a Proclamation declaring March 2025 as Intellectual/ Developmental Disabilities Month, on behalf of ASPIRE Behavioral Health and Developmental Disabilities.

B) Consideration to approve a professional services agreement with FlintRiver Consulting for Hazard Mitigation.

C) Discussion of Ivy Lane Drainage Study.

D) Lisa Davis, Chamber of Commerce Director, and Payton Harris, Deputy County Clerk, to present information regarding the upcoming Lee County Bicentennial. (**HANDOUT**)

### 7. PUBLIC HEARING

A) Public input on Multi-Family Development in the County.

### 8. DEPARTMENTAL MATTERS

A) **Planning, Zoning & Engineering** - Review of the February 6, 2025 Planning Commission meeting minutes.

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

- A) Consideration to appoint **one (1) member** to the **Housing Authority Board** for a term of one (1) year. Current term expires 03/31/2025. New term expires 03/31/2026. Letter of interest in appointment received from Sabrina Mason (reappointment).

10. **COUNTY MANAGER'S MATTERS**

- A) Update on County projects.
- B) Consideration to adopt a resolution to submit an application to obtain FY2025 Community Development Block Grant (CDBG) Funds for Water System Improvements.

11. **COMMISSIONER'S MATTERS**

- A) Discussion of Old Leslie Road.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

- A) Discussion of a Hookah Ordinance within the County.
- B) Consideration to approve a Quit Claim Deed with Artesian Holdings LLC.
- C) Consideration to extend the Multi-Family Moratorium until May 30, 2025.

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

16. **ANNOUNCEMENTS**

- A) The next meeting of the Lee County Board of Commissioners will be March 25, 2025.

17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at 229-759-6000 or through the Georgia Relay Service 800-255-0056 (TDD) or 800-355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9 am and 4 pm, Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven working days. The meeting rooms and buildings are handicap accessible.



# LEE COUNTY BOARD OF COMMISSIONERS

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MEETING MINUTES

Voting Session

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## COUNTY COMMISSIONERS

Luke Singletary, Chairman District 2

Chris Guarnieri, Vice-Chairman District 4

Dennis Roland, Commissioner District 1

Billy Mathis, Commissioner District 3

George Walls, Commissioner District 5

## COUNTY STAFF

Christi Dockery, County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

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The Lee County Board of Commissioners met in a voting session on Tuesday, February 25, 2025. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Luke Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance were County Manager Christi Dockery and County Attorney Jimmy Skipper. County Clerk Kaitlyn Good Was absent. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00 PM.

### 1. CALL TO ORDER

### 2. INVOCATION

Ken Bevell, Sherwood Baptist Church, led the invocation.

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

- A) Consideration to approve the minutes from the February 11, 2025 Special Called Meeting of the Board of Commissioners.

Commissioner Guarnieri made the **MOTION** to approve the minutes from the February 11, 2025 Special Called Meeting of the Board of Commissioners. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

- B) Consideration to approve the minutes from the February 11, 2025 Board of Commissioners meeting.

Commissioner Guarnieri made the **MOTION** to approve the minutes from the February 11, 2025 Board of Commissioners meeting. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

### 5. CONSENT AGENDA

### 6. NEW BUSINESS

- A) Recognition of County employee's years of service.

Chairman Luke Singletary recognized the following employees for their years of service:

5 years: Justin Alford - Firefighter / EMTA

5 years: Thomas Stroud - Sheriff's Office

15 years: Jacquelyn Norman - Magistrate Chief Deputy Clerk

7. **PUBLIC HEARING**

8. **DEPARTMENTAL MATTERS**

- A) **Planning, Zoning & Engineering** - Consideration to approve (Z25-003) Pinewood Solar application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Jimmy C Smith. The subject property consists of 23.28 acres, is zoned AG-1 (Active Agriculture District), and is located at 237 E Lumpkin Road, Leesburg, GA 31763, parcel number 035076, in Land Lot 242 of the Third Land District of Lee County, Georgia. ***Planning Commission recommends approval.***

Chairman Singletary stated items A through G pertain to the same variance application. Commissioner Mathis asked if they currently have a contract to sell their power. Melissa Stroder, NextEra Energy, stated that at this time she is requesting not to discuss the commercial contracts, but they have not signed any contracts for this project yet. Commissioner Mathis asked when they first discussed transmitting this power, did they ever discuss underground lines. Ms. Stroder stated that she was not on this project at the time, so she does not recall any discussion of that. Commissioner Mathis stated he recalled there being discussion about not being able to see these lines, but now there are poles that everyone will be able to see. He asked how tall the poles were going to be. Ms. Stroder stated that right now they are between 100 feet and a maximum of 175 feet, but the average is 135 feet based on current designs. Commissioner Mathis said that the last time an extension was granted, the Board stated that they would not do it again. He clarified that the poles wouldn't be built for another year or so. Commissioner Mathis suggested the variants either be denied or tabled until they know that the project is going to move ahead, since they don't have a contract for their power yet. Ms. Stroder stated that at this time, they have an approved conditional use permit with a deadline in May. They believe that they need to go ahead and move forward with applying for the land disturbance permit and begin the construction of the project. She stated that the year or so construction timeline is where it fits into their overall timeline and has nothing to do with the contract. Commissioner Mathis stated that if they knew that they would move ahead with the project and had a contract to sell the power, then it would be a different story. He said that he would like to motion to deny the variance and if they can come back with a contract, there is time for them to apply for another variance and build the poles.

Chairman Singletary asked if they needed this variance for their land disturbance application. Mr. Jonathan Wells, Attorney for NextEra Energy, said that it is frowned upon to separate the project, such as getting a land disturbance permit for one part of the project, then getting a land disturbance permit for another part of the project. State law encourages you to get the permit all in one, which means you would need the conditional use permit on all the poles. Ms. Stroder said that getting a land disturbance permit is a significant investment. If there is any doubt that part of the project doesn't have the land rights that is needed, then it questions their ability to make the investment that is needed to take the next step. She stated that this is a key part of the project that was included in the original conditional use permit. Commissioner Mathis stated that the poles were not in the initial part of the project; if he remembered correctly, they had planned to transmit power another way originally. Ms. Stroder stated that the initial conditional use permit had a transmission lines with the description that the poles would not be over 100 feet, this variance is because they now know that some of the poles will be over 100 feet. Amanda Nava-Estill, Assistant Planning Director,

stated that they did have a pre-development meeting regarding their land development permit. Commissioner Mathis stated that he would like to see that this project is going to move forward before they approve any of it. Commissioner Guarnieri asked the reason they are raising the height of the poles. Ms. Stroduer stated that there are two main reasons for raising the height. Firstly, they are trying to take the land into consideration and the irrigation pivots. The landowners have requested to raise the height to be able to continue to farm the land without disrupting the pivots. Secondly, they are crossing a habitat where there are five to six mussel species, and they are coordinating with the Department of Natural Resources for best practices to not impact those habitats. Ms. Stroduer said that when they realized that they had a final design that did not match the original conditional use, that is when they came to the Board for a variance. Chairman Singletary stated that this does not change the application. They have a conditional use permit through May and as long as they submit their land development permit by May, then they can build this project. County Attorney Jimmy Skipper clarified that this is a conditional use application, and not a variance that has been stated several times. Ms. Nava-Estill stated that they went through each of the conditional use criteria and felt that each request met the criteria. Mr. Skipper read section 70-89 in the ordinance. He stated that there are five to six things that they have to show that they met or don't apply to this project. Commissioner Roland stated that these poles will be on private property.

Commissioner Mathis made the **MOTION** to deny (Z25-003) through (Z25-009) Pinewood Solar applications requesting conditional uses. Commissioner Walls seconded the **MOTION**.

The **MOTION** failed with Commissioner Guarnieri, Commissioner Roland, and Chairman Singletary voting nay.

Commissioner Roland made the **MOTION** to approve (Z25-003) through (Z25-009) Pinewood Solar applications requesting conditional uses. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** passed with Chairman Singletary voting yea; Commissioner Mathis and Commissioner Walls voting nay.

- B) **Planning, Zoning & Engineering** - Consideration to approve (Z25-004) Pinewood Solar, LLC application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Griffith Farms, LLC. The subject property consists of 73.71 acres, is zoned AG-1 (Active Agriculture District), and is located at the intersection of Lumpkin Road E and Smithville Road N, Leesburg, GA 31763, parcel number 035079, in Land Lot 244 of the Second Land District of Lee County, Georgia. ***Planning Commission recommends approval.***
- C) **Planning, Zoning & Engineering** - Consideration to approve (Z25-005) Pinewood Solar, LLC application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is R & S Farms, Inc. The subject property consists of 130.97 acres, is zoned AG-1 (Active Agriculture District), and is located at Lumpkin Road West, Leesburg, GA 31763, parcel number 035100, in Land Lot 244 of the Thirteenth and Fourteenth Land District of Lee County, Georgia. ***Planning Commission recommends approval.***
- D) **Planning, Zoning & Engineering** - Consideration to approve (Z25-006) Pinewood Solar, LLC application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Michigan Homes. The subject property consists of 202.5 acres, is zoned AG-1 (Active Agriculture District), and is located at U.S. HWY 19 N, Leesburg, GA 31763, parcel number 035113, in Land Lot 245 and 246 of the Thirteenth Land District of Lee County, Georgia. ***Planning Commission recommends approval.***

- E) **Planning, Zoning & Engineering** - Consideration to approve (Z25-007) Pinewood Solar, LLC application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Wingate WD & Mary E & Cross Creek Plantations, LLC. The subject property consists of 2,000 acres, is zoned AG-1 (Active Agriculture District), and is located between State Route 195 and Old Leslie Road, Leesburg, GA 31763, parcel number 044002, in Land Lots 145,10,176,11,43,44,21,12,20S1/2 of 22 of the Thirteenth and Fourteenth Land District of Lee County, Georgia. ***Planning Commission recommends approval.***
- F) **Planning, Zoning & Engineering** - Consideration to approve (Z25-008) Pinewood Solar, LLC application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Wingate WD & Mary E & Cross Creek Plantations, LLC. The subject property consists of 689 acres, is zoned AG-1 (Active Agriculture District), and is located at 1305 State HWY 195, Leesburg, GA 31763, parcel number 045001, in Land Lots 145,175, and 208 of the Third Land District of Lee County, Georgia. ***Planning Commission recommends approval.***
- G) **Planning, Zoning & Engineering** - Consideration to approve (Z25-009) Pinewood Solar, LLC application requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Griffith Farms, LLC. The subject property consists of 317.48 acres, is zoned AG-1 (Active Agriculture District), and is located at 608 State HWY 195, Leesburg, GA 31763, parcel number 046001, in Land Lot 016 of the Second Land District of Lee County, Georgia. ***Planning Commission recommends approval.***

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

10. **COUNTY MANAGER’S MATTERS**

- A) Update on County projects.

County Manager Christi Dockery discussed the following updates to County projects: (1) the equipment for the Smithville tower is expected to be installed by mid-March; (2) the E-911 Center renovation project has been completed; and (3) staff is currently working to acquire the right-of-way for Coston Road.

Commissioner Mathis asked about the R-2 study. Ms. Dockery stated that they expect to have it by next week and a public hearing will be held regarding this on March 11. A complete project should be done in the next month or two.

- B) Consideration to award the bid for the 2025 CDBG Grant Writing Services.

County Manager Christi Dockery stated that the CDBG grant is due on April 4th. A committee reviewed all the proposals and recommended Sunbelt Consulting for this project.

Commissioner Mathis made the **MOTION** to award the bid for the 2025 CDBG Grant Writing Services to Sunbelt Consulting. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

- C) Consideration to award the bid for the 2025 CDBG Engineering Services.

County Manager Christi Dockery stated that the committee reviewed all the proposals and recommended Still Waters Engineering for this project.

Commissioner Mathis made the **MOTION** to award the bid for the 2025 CDBG Engineering Services to Still Waters Engineering. Commissioner Guarneri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

D) Consideration to award the bid for the DFCS Building Flooring Services.

County Manager Christi Dockery stated that a bid was put out to replace the carpet in the DFCS building. There were two contractors that put a bid in with the lowest bidder being Custom Interiors for \$23,900.55.

Commissioner Mathis made the **MOTION** to award the bid for the DFCS Building Flooring Services to Custom Interiors for \$23,900.55. Commissioner Guarneri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

E) Consideration to approve a fiber service contract with the City of Albany.

County Manager Christi Dockery stated that this will be a reliable source of fiber for the tower. \$4,650.00 with a \$500.00 monthly fee, it will take around 90 days to complete. Commissioner Guarneri asked if the price is better than what is being paid now. Ms. Dockery stated that it is, the microwave to replace would be \$545,000.00.

Commissioner Guarneri made the **MOTION** to approve a fiber service contract with the City of Albany for \$4,650.00 with a monthly cost of \$500.00 from SPLOST funds. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

F) Consideration to approve a construction estimate for the Lee County Courthouse addition.

Chairman Singletary stated that this was for discussion. He said that he has discussed with Judge James Sizemore regarding the next steps for this addition. Mr. Sizemore stated that he has discussed with the architect, phase one has been completed. The next step was to see if the anticipated cost is in SPLOST, which is 4.3 million. Phase two is where the Board would enter another contract with the architect to prepare plans that can be bid on. Mr. Sizemore stated that the architect would prepare the plans, take this project to bid, and supervise the construction through completion. Chairman Singletary clarified that 7.75% of the project cost is the architects' fee. Commissioner Mathis asked what it will cost to get a set of plans to put out for bid. Mr. Sizemore said that the whole cost of what the architect will be doing is 7.75%, the total of what they will pay before it goes out to bid should be broken down in the agreement. Mr. Sizemore asked if they would like him to get the agreement. Chairman Singletary asked for the payment schedule and fee structure. Commissioner Mathis stated for Mr. Sizemore to get a proposal and bring it to the Board.

G) Discussion of the upcoming Lee County Bicentennial.

County Manager Christi Dockery stated that Ms. Lisa Davis, Chamber of Commerce Director, has a committee for the upcoming Bicentennial and is recommending hiring the Kinchafoonee Cowboys to perform. They are available on May 31st, and it will be approximately \$10,000.00. This is one of many things that the committee has put together.

Commissioner Mathis made the **MOTION** to approve the contract with the Kinchafoonee Cowboys for the Lee County Bicentennial. Commissioner Guarneri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

11. **COMMISSIONER’S MATTERS**

A) Discussion of Old Leslie Road.

Commissioner Roland stated that Mr. Paul Clayton has been attending these meetings for many years. He said that he was not a commissioner at the time, but someone made a promise to Mr. Clayton to pave his road. Commissioner Roland stated that there is money in TSPLOST and that there is a joint effort to do Ledo Road, but next year he would like to see about doing a joint effort to do Old Leslie Road. Commissioner Mathis stated that there was previously a paved road that Public Works helped prepare. He asked Public Works Director Mike Sistrunk if that was possible for this road. Mr. Sistrunk said with the crew that he currently has, it may take longer, but it could save some money. Chairman Singletary asked for a rough cost estimate for Public Works to do the prep work. Mr. Sistrunk stated that he would get that estimate and bring it to the Board.

Commissioner Roland made the **MOTION** to proceed with getting a cost estimate for the paving of Old Leslie Road. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY’S MATTERS**

A) Consideration to approve a Opioid Antagonist Administration Training and Administration Policy.

County Attorney Jimmy Skipper stated that this is regarding having Narcan in all county buildings and a policy in place. Finance Director Heather Jones stated that there has to be a policy in place that states that any county buildings that have open meetings must have Narcan in the facility. Employees have to be trained on how to use the Narcan, watch three training videos, and sign off on the policy. Ms. Jones stated that this is a required policy.

Commissioner Mathis made the **MOTION** to approve an Opioid Antagonist Administration Training and Administration Policy. Commissioner Guarnieri seconded the **MOTION**.

The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

Sam Johnson - Discussed the right-of-way on Old Leslie Road. Mr. Johnson discussed concerns regarding the Pinewood Solar poles and solar panels.

Lee Purvis - Discussed concerns regarding Pinewood Solar. Mr. Purvis asked if these are the type of people that the County wants to have business with. Chairman Singletary clarified that the County does not have business with them, the landowners do.

With no further comments or questions from the public, staff or the Board. The Public Forum was closed.

16. **ANNOUNCEMENTS**

A) The next meeting of the Lee County Board of Commissioners will be March 11, 2025.

17. **ADJOURNMENT**



The meeting adjourned at 6:38PM.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

**WHEREAS:** Individuals with intellectual/developmental disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people;

And,

**WHEREAS:** the most effective way to increase this awareness is through connections to the community, employers, and building healthy relationships and openness to seeing everyone makes important contributions to their community;

And,

**WHEREAS:** policies must be developed, attitudes shaped, and opportunities offered for citizens with intellectual/developmental disabilities to live as independently and productively as possible in our community;

And,

**WHEREAS:** we encourage all citizens to support opportunities for people with disabilities that include full access to education, housing, employment, and recreational activities;

And,

**NOW, THEREFORE,** we, the Lee County Board of Commissioners, do hereby proclaim March 2025 as

**INTELLECTUAL/DEVELOPMENTAL DISABILITIES AWARENESS MONTH**

and offer full support to ASPIRE Behavioral Health and Developmental Disabilities and their efforts that assist people with intellectual/developmental disabilities to make choices that enable them to ‘Aspire to Go Beyond Outer Limits’ and embrace ‘POSS-ABILITIES’;

**Furthermore,** we urge all citizens to take time to connect with someone with a disability and to discover how they ‘Aspire to Go Beyond Outer Limits’ and embrace ‘POSS-ABILITIES’. Every person holds a promise to encourage, empower, and inspire others.

IN WITNESS WHEREOF, we have hereunto set our hand and caused our seal this 11<sup>th</sup> day of March, in the year two thousand and twenty-five.

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Chairman Luke Singletary



PO Box 71143, Albany, GA 31708  
(229) 869-4241

## PROFESSIONAL SERVICES AGREEMENT

**PROJECT:** Lee County Hazard Mitigation Plan Update  
**CLIENT:** Lee County  
**CONTACT:** Christi Dockery – Co-County Manager  
**ADDRESS:** 102 Starksville Ave., North, Leesburg, GA 31763  
**TELEPHONE:** 229-759-6000

**SCOPE:** The intent of this Agreement is for Flint River Consulting, LLC (FRC) to provide consulting services as described in Exhibit A.

**SUPPORT INFORMATION:** CLIENT will provide survey, documentation, reports, and access to Client's personnel as required to complete the Scope.

**EXCLUSIONS:** Services not set forth above as Scope are specifically excluded from the scope of FRC's services. FRC assumes no responsibility to perform any services not specifically listed in Scope. See exclusions listed in Exhibit A.

**FEES: BASIC SERVICES:** For services described in Exhibit A, the Lump Sum Fee is **\$24,000**, and shall be billed monthly based on percentage complete.

**ADDITIONAL SERVICES** shall be any service authorized by the CLIENT and provided by FRC which is not specifically included in Scope of work as defined above. **ADDITIONAL SERVICES** shall be reimbursed at FRC standard rates (Exhibit B) for items provided in-house, or direct expenses times a multiplier of 1.10, or negotiated lump sum.

**RETAINER** for this project is not required.

**TERMS:** The Terms of the Agreement follow this page.

**SCHEDULE:** The proposed services shall begin upon Notice to Proceed.

**Lee County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Flint River Consulting, LLC (FRC)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## **EXHIBIT A – SCOPE OF WORK**

### **Lee County Multi-Jurisdictional Hazard Mitigation Plan Update**

The intent of the project is to assist Lee County staff in preparing an updated Multi-Jurisdictional Hazard Mitigation Plan.

Scope:

1. Assist County Staff in setting up a mitigation planning team. The mitigation planning team to include representatives from the City of Leesburg, the City of Smithville, and Lee County. Members will be drawn from Public Works, Lee County EMA, local police and fire departments, area farmers (extension service), local businesses, and local engineers.
2. Schedule meetings with the mitigation planning team to facilitate and document input, review and/or update potential hazards, and determine updated risk potential.
3. Utilize County Staff to obtain required data.
4. Work with County Staff to determine reasonable goals, objectives and action steps to address the hazards identified by the mitigation planning team
5. Hold public hearings to solicit public input while the Plan is in draft form. Public hearings to be held in each of the participating communities to ensure adequate exposure of the Plan.
6. Assist County Staff to input additional data into the GMIS system as required.
7. Research, develop, and write draft report and distribute to the mitigation planning team for review and comment.
8. Coordinate with GEMA and County Staff to review the draft report.
9. Write the final Plan update and present to the City of Leesburg, the City of Smithville, and Lee County for adoption.

# Exhibit B

## Flint River Consulting, LLC 2025 Standard Hourly Rates

<b>Engineering/Landscape Architecture/ROW</b>	<b>Hourly Billing Rate</b>
Project Manager	\$180
Senior Engineer	\$200
Clerical	\$40

## TERMS OF THE AGREEMENT

### 1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

### 2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

### 3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

### 4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 1½% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT. FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

### 5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

### 6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs, as provided herein.

### 8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

### 9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

### 10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

### 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### 12. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

### 13. LEGAL EXPENSES

In the event of any litigation arising from or related to this Agreement

or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

#### **14. CONTRACTOR AND SUBCONTRACTOR CLAIMS**

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

#### **15. OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by FRC as instruments of service shall remain the property of FRC. FRC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

#### **16. INFORMATION PROVIDED BY OTHERS**

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

#### **17. ENGINEER'S OPINION OF PROBABLE COST**

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

#### **18. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

#### **19. PROJECT SITE SAFETY**

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for

jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

### **20. HAZARDOUS MATERIALS**

#### **A. SUSPENSION OF SERVICES**

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### **B. INDEMNITY**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

#### **C. DEFINITION**

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

#### **21. SEVERABILITY**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

#### **22. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.

# Ivy Lane Drainage Study

## Lee County, Georgia



P.O. Box 71143  
Albany, GA 31708  
(229) 869-4241



**March 1, 2025**



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# 1. Introduction

---

Lee County, Georgia retained Flint River Consulting, LLC (FRC) to prepare a hydrologic and hydraulic report to examine flooding issues in the Ivy Lane drainage basin, located in southwest Lee County.

112 Ivy Lane has experienced flooding issues since the structure was built in 2011. Most recently, the structure experienced flood damage between September 26-27th, 2024 due to Hurricane Helene.

This report examines the possible flooding causes and the results of hydrologic and hydraulic modeling of the basin.

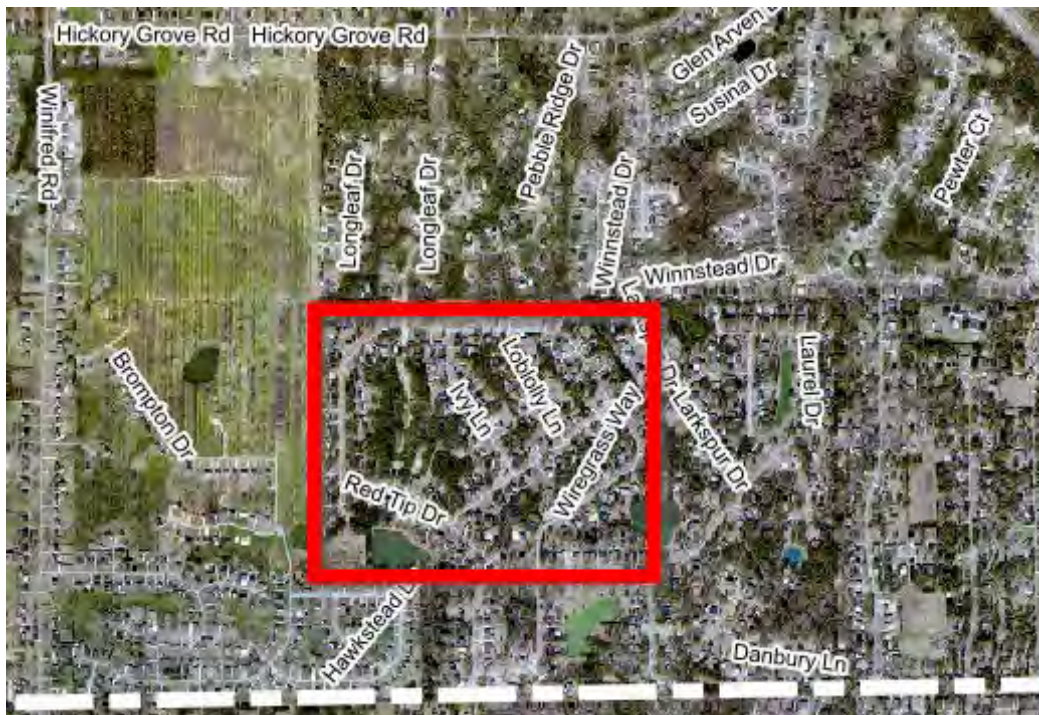


Figure 1 - Location Map

The project area is not located in a flood zone per the Flood Insurance Rate Map (FIRM) 13177C0225D, dated 9/2/2009. See Appendix A.

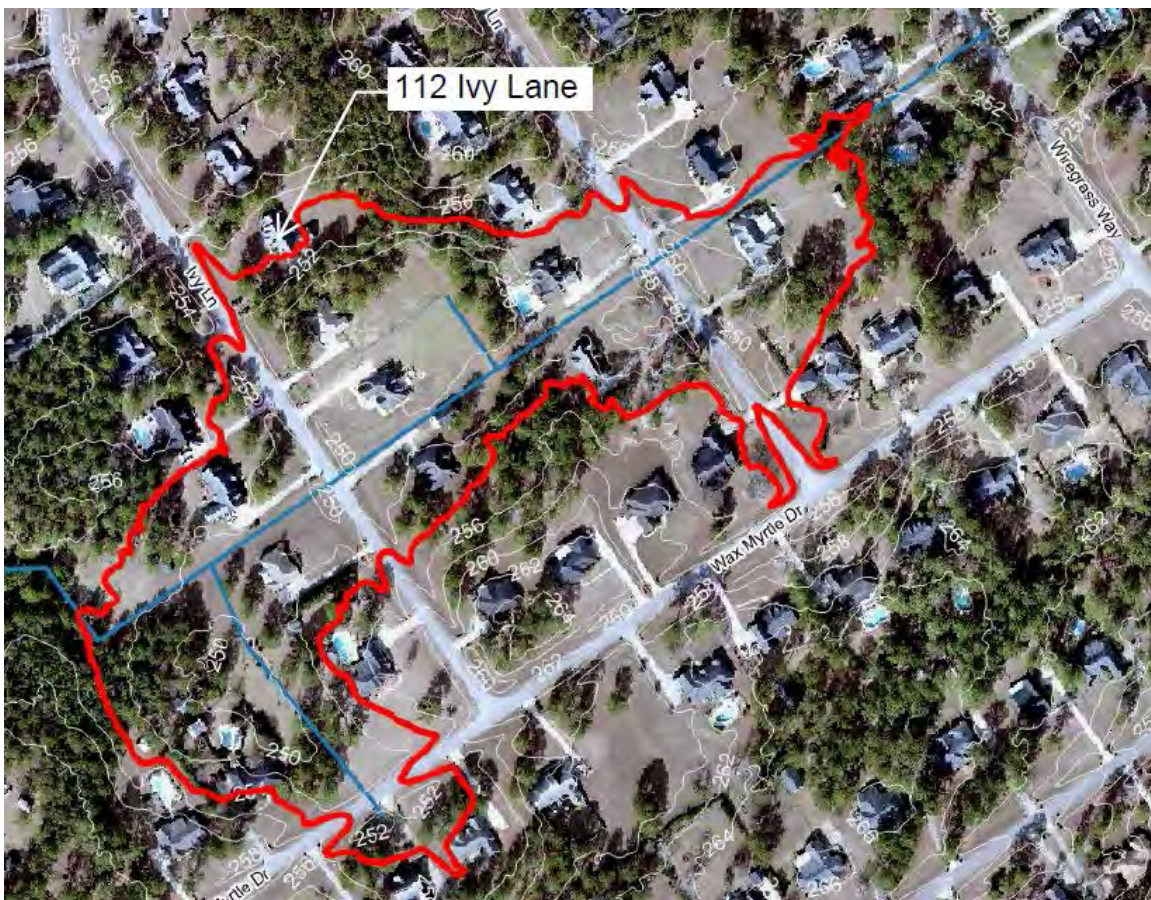
XP-STORM version 2024.02.18 was used to perform the hydrologic and hydraulic analysis.



*Ivy Lane Drainage Study – Lee County*

The Ivy Lane basin is part of Callaway Lakes, Section 8, which began construction in 2004. As is common in this portion of Lee County, a large portion of the basin is within a closed contour. This section of Callaway Lakes drains to the southwest to a no outlet pond. The pond is adjacent to a set of two ponds serving the Ambleside subdivision, located at the end of Wiregrass Way.

The study point at 112 Ivy Lane is located within a closed contour at approximate elevation 254 as shown below:



*Figure 2 – 112 Ivy Lane*

The drainage system for this basin provides positive drainage to a no outlet pond. This means that as the pond begins to flood, the drainage system becomes less effective at conveying stormwater.

Site inspections did not indicate any obvious obstructions within the pipe system.

## 2. Hydrologic Analysis

The drainage area for the project area was delineated using Lee County 2’ LiDAR data, 2023 aerial photographs, and original construction plans. It was determined that the overall drainage basin for this system is 121.11 acres. See Appendix A

Soils data for the basin was obtained from Natural Resources Conservation Services – Web Soil Survey. The data shows that the basin consists of B type soils. See Appendix B.

The SCS unit hydrograph method with Curve Numbers (CN) was used to evaluate each subbasin. The soils are predominantly B type soils and the land uses are 1 acre residential, woods in good condition, and water. A CN was assigned to each land use for B type soils in good condition. Time of concentration was calculated per NRCS TR-55 methodology, See Appendix B. Below is a summary of existing and proposed CN and Tc:

Existing Drainage Area						
Basin ID	DA (ac)	B Soils			CN	Tc (min)
		1 Acre Residential 68	Woods Good 55	Water 95		
A-1	15.27	15.27	0.00	0.00	68	29.0
A-3	8.92	7.41	1.51	0.00	66	27.2
A-5	11.87	11.16	0.71	0.00	67	31.2
A-7	1.62	1.62	0.00	0.00	68	15.9
A-8	7.58	6.54	1.04	0.00	66	21.3
A-13	13.34	7.06	6.28	0.00	62	23.5
A-14	2.26	2.26	0.00	0.00	68	15.2
A-OUT	30.82	18.72	6.40	5.70	70	27.0
B-1	10.88	9.33	1.55	0.00	66	22.6
C-1	8.90	6.59	2.31	0.00	65	16.6
C-3	1.54	1.54	0.00	0.00	68	11.7
C-4	8.11	5.04	3.07	0.00	63	19.1

Table 1 – Curve Number Summary

Ivy Lane Drainage Study – Lee County

NOAA Atlas 14-point depths were coupled with MSE rainfall distribution curves to determine 24-hour rainfall hydrographs for each modeled storm. NOAA Atlas 14 rainfall depths can be seen below in Table 3. A generalized MSE rainfall distribution is shown in Figure 3. See Appendix B for Atlas 14 data.

Storm Event	24-Hour Rainfall Depth (in)
2-Year	3.71
25-Year	6.80
50-Year	7.75
100-Year	8.75

Table 2 – Rainfall Depths

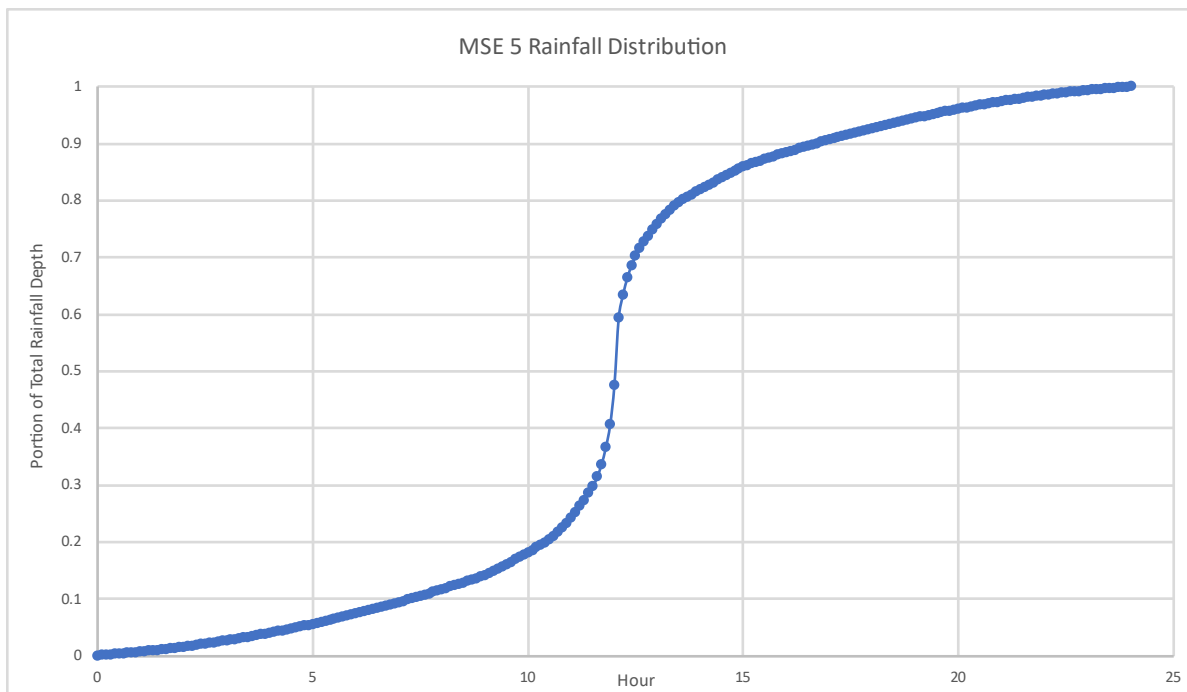


Figure 3 – MSE Distribution for a 24-hour, 1-inch Rainfall Event

Ivy Lane Drainage Study – Lee County

Due to Hurricane Helene, heavy rainfall fell the night of September 26-27 within the Ivy Lane basin. Per National Oceanic and Atmospheric Administration (NOAA) data, approximately 4.50 inches of rain fell in a 6-hour time period. This equates to approximately a 25-year storm event within the basin. Per Atlas 14, the 25-year, 6-hour storm equates to 4.73 inches of rain.

Show graphic.

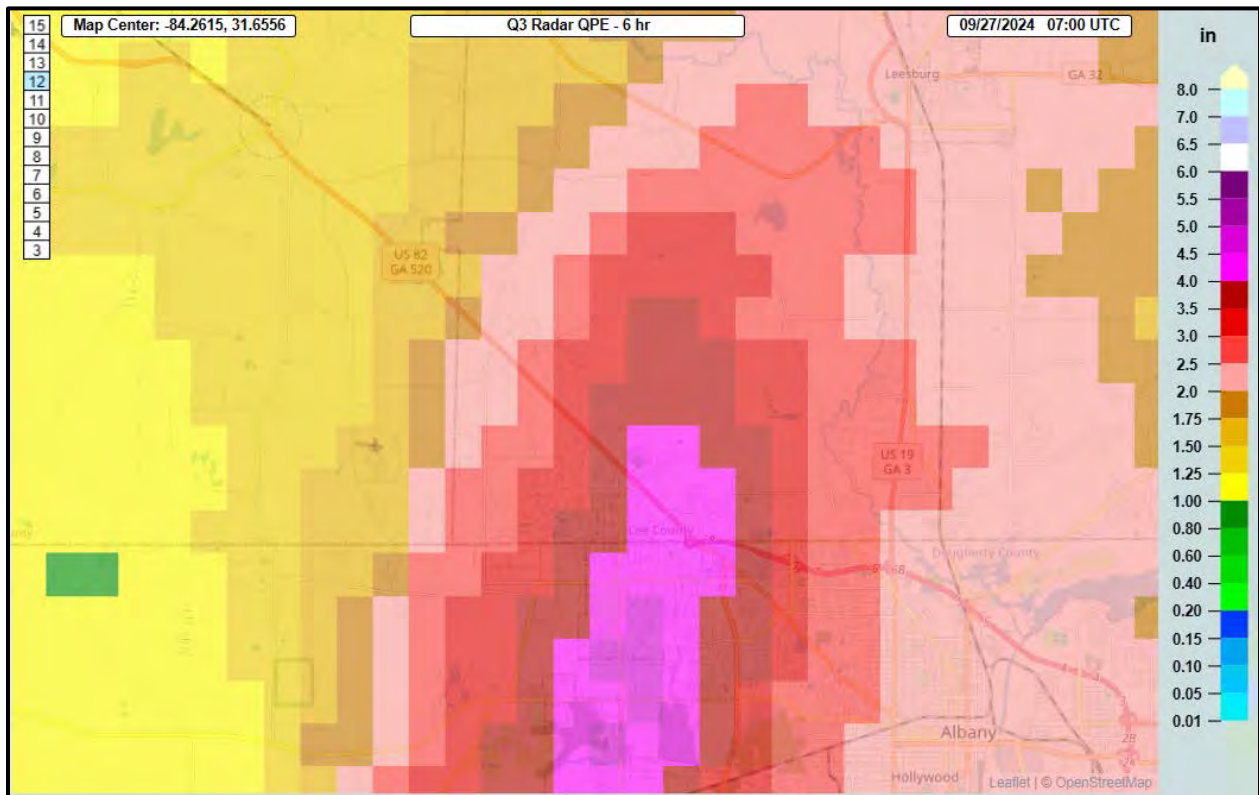


Figure 4 – 6hr Rainfall Total

The computed composite curve numbers, time of concentrations, and rainfall totals were used in the XP-STORM model for the basin. The hydraulic model is discussed in the next section.



### 3. Hydraulic Analysis

Survey data, Lee County 2' LiDAR data, and the original construction plans were utilized to construct a hydraulic model of the basin. The basin consists of roadside ditches, ditch inlets, and pipes. The flow is from northeast to southwest to a no outlet pond. The pipe sizes range from 18" RCP to 48" RCP as shown below:



Figure 5 – Existing Pipe Network

The pipe system was designed with very flat slopes (less than 0.50%). This means that the interior of the basin is highly influenced by the depth of water at the outfall pond.



*Ivy Lane Drainage Study – Lee County*

Three different storm events were run in the XP-STORM model: 25-year,6-hour; 25-year, 24-hour; and 50-year, 24-hour. These storm events were chosen to see how the model compares with actual rainfall data.

Field survey was run by Lanier Engineering. Survey shots were obtained on the various inlets and manholes, the pipe inverts, and the finished floor elevations of 112 and 106 Ivy Lane. The finished floor elevation for 112 Ivy Lane was found to be 250.40 and for 106 Ivy Lane to be 250.99.

Based on the site visit and discussion with the homeowner of 112 Ivy Lane, the floodwaters on the night of September 26-27, 2024, rose quickly and dissipated quickly. The external garage, at ground level, was inundated to approximately 3’ deep while the home itself was flooded to a depth of approximately 3-6”.



*Figure 6 – Depth of Water Against 112 Ivy Lane*

Ivy Lane Drainage Study – Lee County

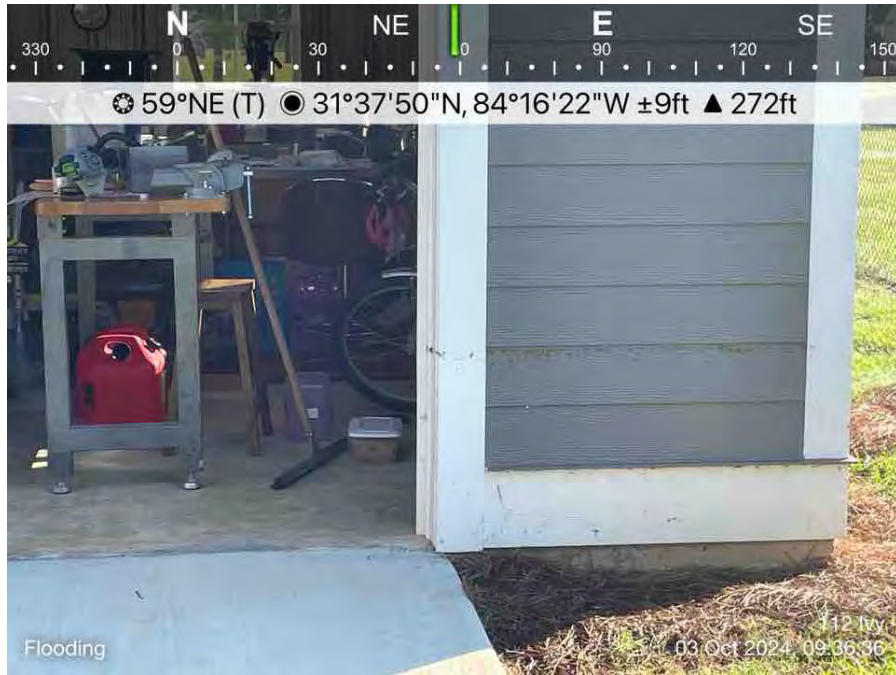


Figure 7 – Water Mark – Exterior Garage 112 Ivy Lane

In the rear of 112 and 106 Ivy Lane, there is a single tabletop type yard inlet. This inlet drains to a 24” RCP and then to the main line to the outfall lake.



Figure 8 – Inlet on side of 112 and 106 Ivy Lane

Ivy Lane Drainage Study – Lee County

The September 26-27<sup>th</sup> storm flooded 112 Ivy Lane but did not flood 106 Ivy Lane. The finished floor of 112 Ivy Lane is 250.40 and for 106 Ivy Lane it is 250.99. This indicates that the flooding event was between elevation 250.40 and 250.99.

The 25-year, 24-hour storm produced an elevation of 251.44, which would have flooded both properties. The 25-year, 6-hour storm produced an elevation of 250.83. This elevation is between the elevation of the two finished floors and would indicate approximately 5” of water in 112 Ivy Lane.

The results indicate that the model calibrates very well with the observed storm.

## 4. Results

The existing model produced results that match closely to the rainfall totals and flooding depths seen in the September 26-27<sup>th</sup> storm event. The table below shows the computed flooding elevation from the model at the inlet in the rear of 112/106 Ivy Lane, at the inlet on the east side of Ivy Lane, and at the inlet on the west side of Ivy Lane.

Location	Flood Elevation		
	25-yr, 6 hour	25-yr, 24 hour	50-yr, 24 hour
Inlet Rear of 112 Ivy Ln	250.83	251.44	252.28
East Inlet of Ivy Ln	249.10	251.37	252.27
West Inlet of Ivy Ln	248.92	251.05	252.24

*Table 3 – Flooding Elevation*

In the 50-year event, both 112 and 106 Ivy Lane would be flooded.

## 5. Mitigation Options

---

Due to the flat grade of the existing pipe and that the system outfall is at a no outlet pond, the system is largely controlled by tailwater.

Different mitigations options were run to see what impact they had on the flooding experienced at 112 Ivy Lane.

- Add two additional yard inlets – This option would add two additional yard inlets to the existing single inlet in the rear of 112 Ivy Lane and would allow for stormwater to more efficiently enter the storm system. The additional inlets would have the added effect of allowing the basin to drain quicker once the floodwater began to subside. The model is not able to compute the impact of additional inlets, but adding inlets would match other yard inlets within the subdivision
- Add a 2nd line of 24” RCP from the inlet to the main system – This would provide double the capacity of the yard inlet. The results showed that adding this second line would drop the computed water surface elevation by 8”
- Add a 2nd line of 24” RCP from the inlet to the main system and replace approximately 580 feet of 42” RCP with 48” RCP – This upsizes the pipe downstream of the inlet in the rear of 112 Ivy Lane. The results showed this option would drop the computed water surface elevation by 1.3’

The first option should be undertaken no matter which option, if any, are chosen to help mitigate flooding at this location.

The second option would be the most cost effective as it would consist of constructing 150’ of 24” pipe across an open, grassed yard and replacing the existing manhole with a junction box.

The third option would require significantly more pipe construction as well as open cutting Ivy Lane and reconstructing the two inlets on Ivy Lane.

## 6. Recommendations

---

Based on the results of the modeling, it is recommended that Lee County add additional inlet capacity to the inlet in the rear of 112 Ivy Lane as soon as possible. This will provide immediate relief in lower-level storm events and will aid in draining the property in the event of larger flooding events. Public Works crews should be able to install the additional inlets. It is estimated that this would cost approximately \$2,000 for materials.

For a long-term solution, it is recommended that Lee County pursue either of the pipe options mentioned.

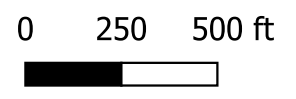
The option of adding the second line of 24” pipe, adding two additional inlets, and adding a junction box would cost approximately \$25,000.

The option of adding the second line of 24” pipe, replacing the 42” pipe with 48” pipe and associated work would cost approximately \$150,000.

These costs do not include developing engineering drawings or additional survey that may be required.

## **Appendix A – Drainage Area and FIRM Panels**



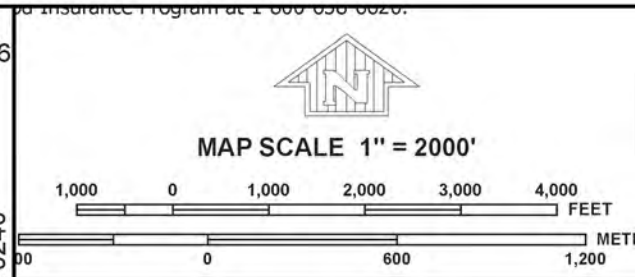
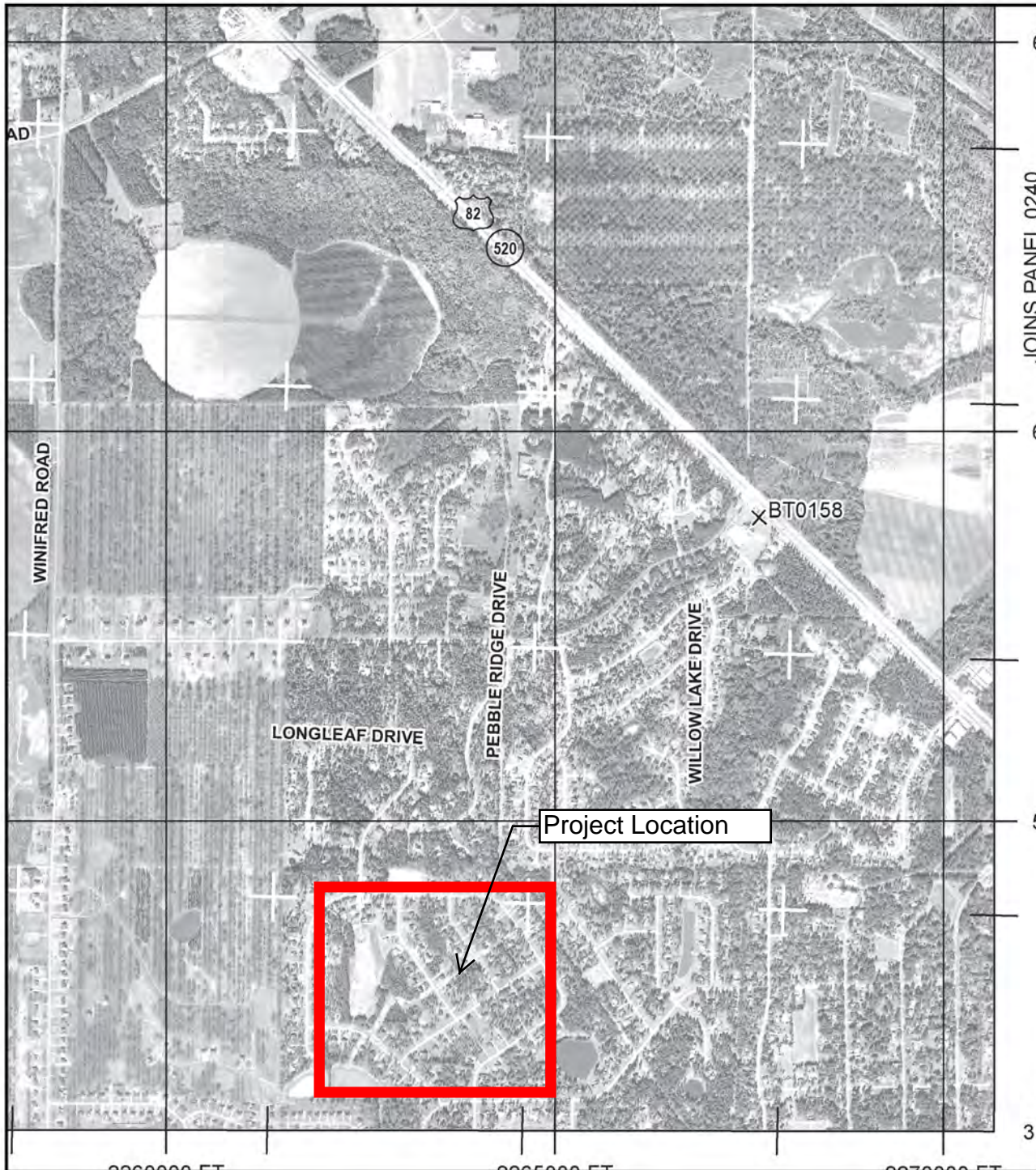


**Legend**

- Drainage Area
- Drainage System

Ivy Lane  
Drainage Area Map





PANEL 0225D

**NFIP**

**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**LEE COUNTY,**  
**GEORGIA**  
**AND INCORPORATED AREAS**

**PANEL 225 OF 350**  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LEE COUNTY	130122	0225	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
**13177C0225D**

**EFFECTIVE DATE**  
**SEPTEMBER 2, 2009**

Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



**Appendix B – Atlas 14 Data, Soiles Data, Time of Concentration Worksheets**



NOAA Atlas 14, Volume 9, Version 2  
 Location name: Albany, Georgia, USA\*  
 Latitude: 31.6304°, Longitude: -84.2721°  
 Elevation: 253 ft\*\*  
 \* source: ESRI Maps  
 \*\* source: USGS



**POINT PRECIPITATION FREQUENCY ESTIMATES**

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

**PF tabular**

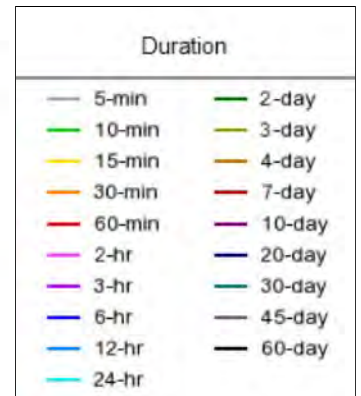
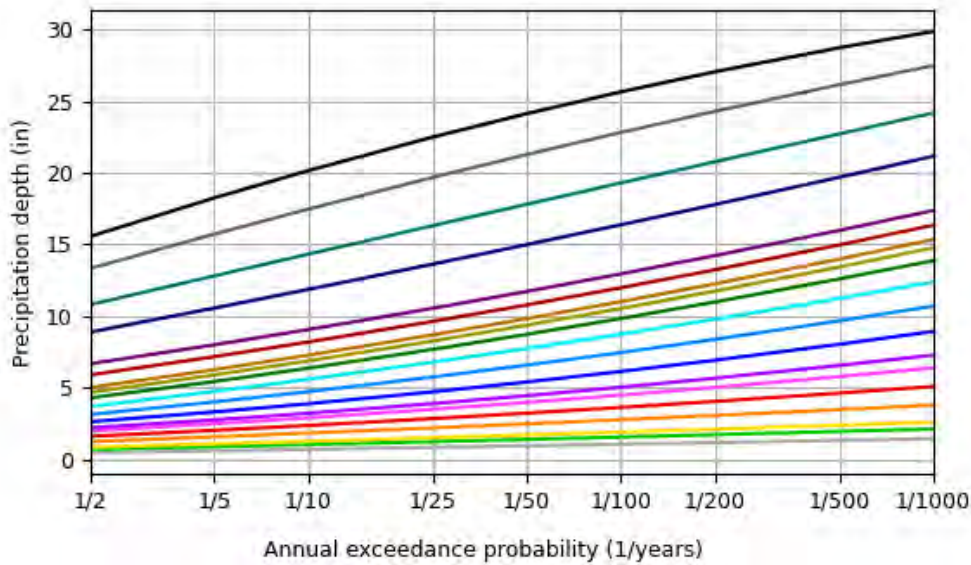
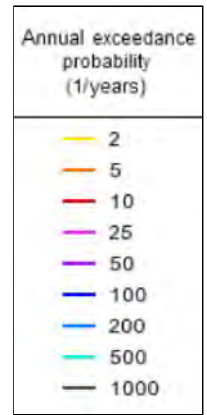
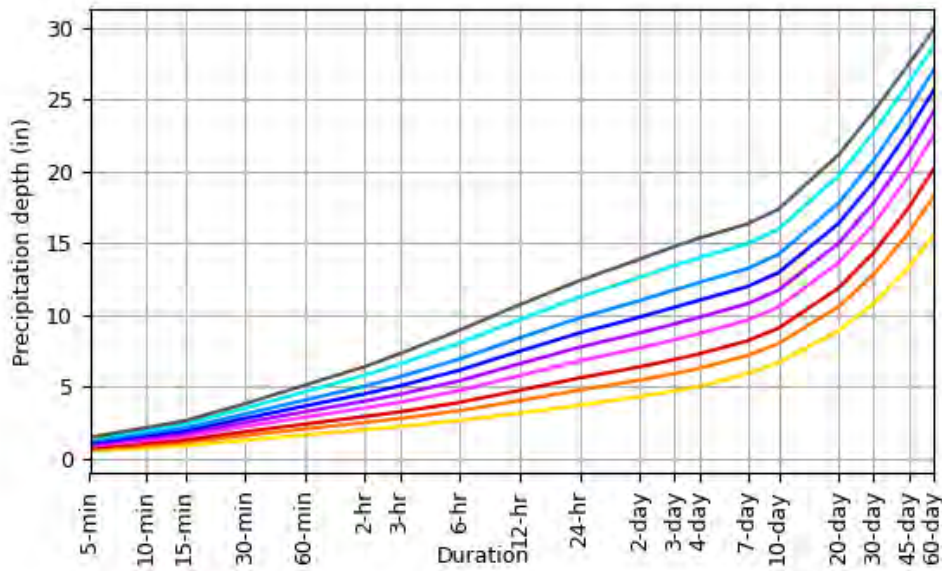
<b>AMS-based point precipitation frequency estimates with 90% confidence intervals (in inches)<sup>1</sup></b>									
Duration	Annual exceedance probability (1/years)								
	1/2	1/5	1/10	1/25	1/50	1/100	1/200	1/500	1/1000
5-min	0.491 (0.392-0.609)	0.621 (0.494-0.772)	0.723 (0.572-0.901)	0.861 (0.658-1.10)	0.969 (0.724-1.25)	1.08 (0.778-1.42)	1.19 (0.825-1.60)	1.35 (0.895-1.84)	1.47 (0.948-2.03)
10-min	0.719 (0.574-0.892)	0.909 (0.724-1.13)	1.06 (0.837-1.32)	1.26 (0.964-1.61)	1.42 (1.06-1.83)	1.58 (1.14-2.08)	1.75 (1.21-2.34)	1.97 (1.31-2.70)	2.15 (1.39-2.97)
15-min	0.877 (0.700-1.09)	1.11 (0.882-1.38)	1.29 (1.02-1.61)	1.54 (1.18-1.96)	1.73 (1.29-2.23)	1.93 (1.39-2.53)	2.13 (1.47-2.86)	2.41 (1.60-3.29)	2.62 (1.69-3.62)
30-min	1.26 (1.01-1.56)	1.60 (1.27-1.98)	1.86 (1.47-2.32)	2.22 (1.70-2.84)	2.50 (1.87-3.23)	2.79 (2.01-3.67)	3.09 (2.13-4.14)	3.49 (2.32-4.78)	3.81 (2.46-5.26)
60-min	1.63 (1.30-2.02)	2.05 (1.63-2.55)	2.39 (1.89-2.98)	2.87 (2.20-3.68)	3.25 (2.43-4.21)	3.65 (2.63-4.80)	4.06 (2.81-5.46)	4.64 (3.09-6.37)	5.10 (3.30-7.05)
2-hr	2.00 (1.62-2.46)	2.51 (2.02-3.08)	2.92 (2.34-3.60)	3.51 (2.73-4.47)	3.99 (3.03-5.13)	4.50 (3.30-5.88)	5.04 (3.54-6.72)	5.80 (3.91-7.88)	6.40 (4.19-8.76)
3-hr	2.22 (1.81-2.71)	2.78 (2.25-3.39)	3.24 (2.61-3.97)	3.91 (3.07-4.96)	4.46 (3.41-5.70)	5.05 (3.73-6.57)	5.68 (4.02-7.55)	6.57 (4.47-8.91)	7.29 (4.81-9.94)
6-hr	2.65 (2.18-3.19)	3.33 (2.73-4.02)	3.90 (3.18-4.72)	4.73 (3.76-5.94)	5.42 (4.20-6.86)	6.15 (4.60-7.93)	6.94 (4.97-9.13)	8.05 (5.54-10.8)	8.94 (5.97-12.1)
12-hr	3.15 (2.62-3.75)	4.03 (3.35-4.80)	4.74 (3.92-5.68)	5.77 (4.63-7.13)	6.59 (5.16-8.24)	7.47 (5.65-9.50)	8.39 (6.08-10.9)	9.68 (6.75-12.9)	10.7 (7.25-14.3)
24-hr	3.71 (3.13-4.36)	4.76 (4.00-5.61)	5.61 (4.69-6.63)	6.80 (5.52-8.30)	7.75 (6.14-9.56)	8.75 (6.70-11.0)	9.79 (7.19-12.6)	11.2 (7.94-14.8)	12.4 (8.50-16.4)
2-day	4.30 (3.68-5.00)	5.45 (4.64-6.35)	6.38 (5.40-7.45)	7.69 (6.32-9.28)	8.74 (7.02-10.7)	9.84 (7.63-12.2)	11.0 (8.19-14.0)	12.6 (9.02-16.4)	13.9 (9.66-18.2)
3-day	4.69 (4.04-5.41)	5.91 (5.07-6.83)	6.89 (5.88-7.99)	8.27 (6.85-9.91)	9.38 (7.59-11.4)	10.5 (8.24-13.0)	11.7 (8.82-14.9)	13.4 (9.70-17.4)	14.8 (10.4-19.3)
4-day	5.02 (4.35-5.77)	6.28 (5.42-7.22)	7.29 (6.25-8.41)	8.70 (7.25-10.4)	9.84 (8.00-11.9)	11.0 (8.66-13.6)	12.3 (9.25-15.5)	14.0 (10.2-18.0)	15.3 (10.8-20.0)
7-day	5.90 (5.17-6.71)	7.18 (6.26-8.17)	8.20 (7.12-9.37)	9.64 (8.12-11.4)	10.8 (8.87-12.9)	12.0 (9.53-14.6)	13.2 (10.1-16.5)	15.0 (11.0-19.2)	16.3 (11.7-21.1)
10-day	6.68 (5.89-7.54)	8.01 (7.03-9.06)	9.07 (7.92-10.3)	10.6 (8.94-12.3)	11.7 (9.71-13.9)	13.0 (10.4-15.7)	14.2 (10.9-17.7)	16.0 (11.8-20.3)	17.4 (12.5-22.4)
20-day	8.89 (7.94-9.90)	10.6 (9.40-11.8)	11.9 (10.5-13.3)	13.6 (11.7-15.7)	15.0 (12.6-17.5)	16.4 (13.3-19.6)	17.8 (13.8-21.8)	19.7 (14.8-24.7)	21.2 (15.4-27.0)
30-day	10.8 (9.72-11.9)	12.8 (11.5-14.2)	14.3 (12.8-15.9)	16.3 (14.1-18.6)	17.8 (15.0-20.6)	19.3 (15.7-22.8)	20.8 (16.3-25.2)	22.7 (17.1-28.3)	24.2 (17.8-30.6)
45-day	13.3 (12.1-14.6)	15.7 (14.2-17.3)	17.5 (15.7-19.3)	19.7 (17.0-22.2)	21.3 (18.1-24.4)	22.8 (18.7-26.7)	24.3 (19.2-29.2)	26.1 (19.9-32.3)	27.5 (20.4-34.6)
60-day	15.6 (14.2-17.0)	18.2 (16.6-20.0)	20.1 (18.2-22.1)	22.5 (19.6-25.1)	24.1 (20.6-27.4)	25.6 (21.2-29.8)	27.0 (21.4-32.3)	28.7 (21.9-35.2)	29.8 (22.3-37.5)

<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of annual maxima series (AMS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and annual exceedance probability) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.  
 Please refer to NOAA Atlas 14 document for more information.

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**PF graphical**

AMS-based depth-duration-frequency (DDF) curves  
 Latitude: 31.6304°, Longitude: -84.2721°



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**Maps & aerials**

**Small scale terrain**



Large scale terrain



Large scale map



Large scale aerial



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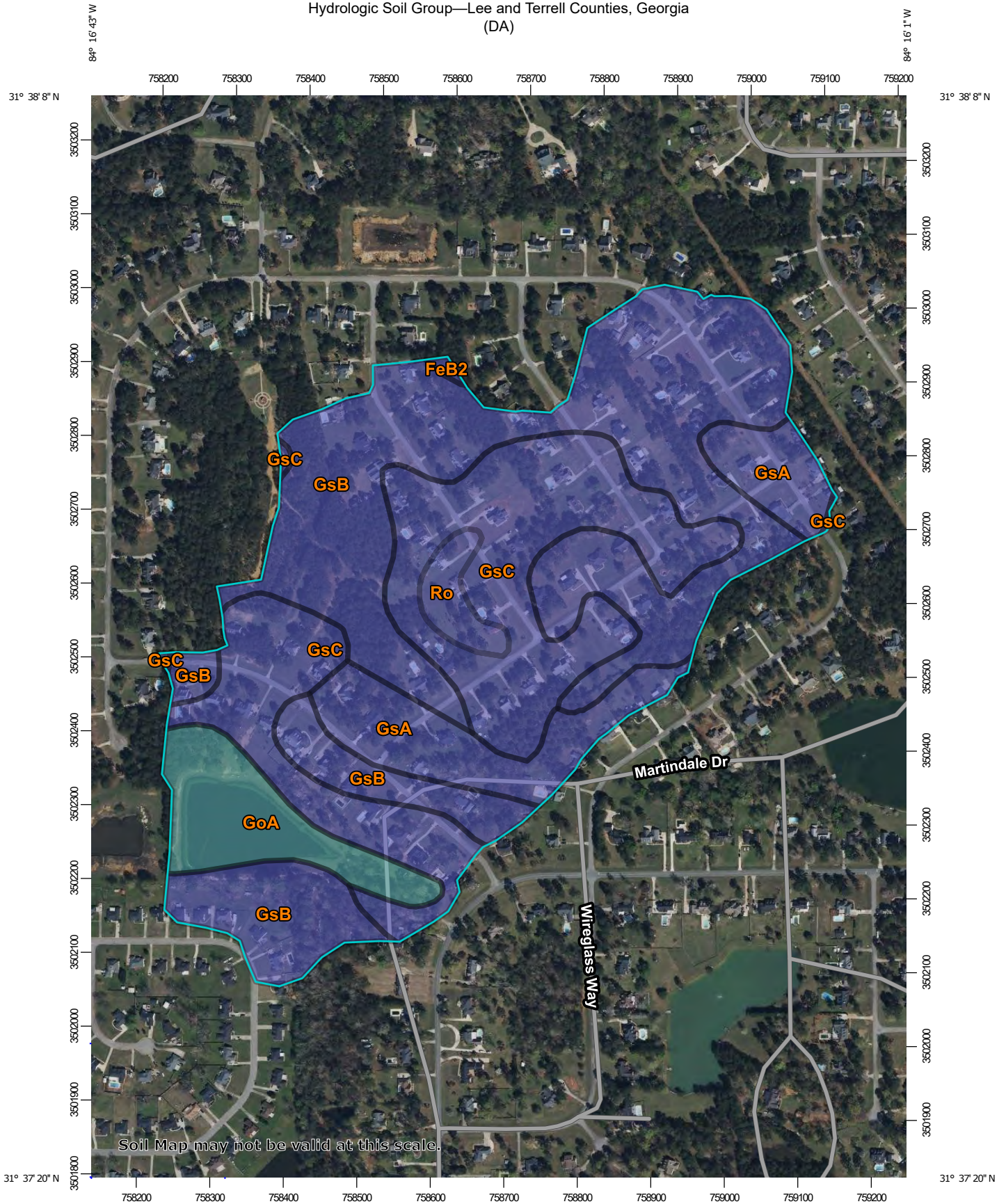
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Silver Spring, MD 20910  
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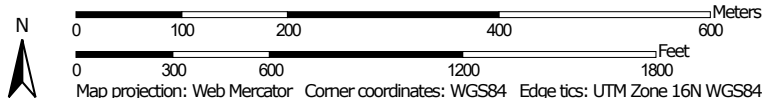
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Hydrologic Soil Group—Lee and Terrell Counties, Georgia  
(DA)



Map Scale: 1:7,150 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines


 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points






 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available


### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lee and Terrell Counties, Georgia  
 Survey Area Data: Version 19, Aug 30, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 7, 2023—Mar 5, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
FeB2	Faceville sandy loam, 2 to 5 percent slopes, moderately eroded	B	0.2	0.2%
GoA	Goldsboro loamy sand, 0 to 2 percent slopes	C	9.2	7.6%
GsA	Greenville sandy loam, 0 to 2 percent slopes	B	14.1	11.6%
GsB	Greenville sandy loam, 2 to 5 percent slopes	B	57.9	47.8%
GsC	Greenville sandy loam, 5 to 8 percent slopes	B	37.2	30.7%
Ro	Riverview soils	B	2.5	2.1%
<b>Totals for Area of Interest</b>			<b>121.1</b>	<b>100.0%</b>



## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-1

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.01 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.291 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	950 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.01 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.164 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.455 hr =</u>	<u>27.3 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-3

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.01 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.291 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	940 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.01 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.162 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.453 hr =</u>	<u>27.2 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-5

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{ol} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.01 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.291 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	1330 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.01 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.229 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.03 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.521 hr =</u>	<u>31.2 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-7

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.02 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.221 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	367 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32$ ; $K_{unpaved} = 16.13$
$S_{sc} =$	0.02 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.045 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.03 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.266 hr =</u>	<u>15.9 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-8

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.04 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.167 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	1090 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32$ ; $K_{unpaved} = 16.13$
$S_{sc} =$	0.01 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.188 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.355 hr =</u>	<u>21.3 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-13

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{ol} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.03 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.188 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	1180 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32$ ; $K_{unpaved} = 16.13$
$S_{sc} =$	0.01 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.203 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.391 hr =</u>	<u>23.5 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-14

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.03 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.188 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	385 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.01 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.066 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.254 hr =</u>	<u>15.2 min</u> <b>Total Time of Concentration</b>



# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** A-OUT

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.01 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.291 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	1130 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.015 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.159 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.450 hr =</u>	<u>27.0 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** B-1

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.02 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.221 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	990 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.012 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.156 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.377 hr =</u>	<u>22.6 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** C-1

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.02 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.221 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	460 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.02 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.056 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.277 hr</u> =	<u>16.6 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** C-3

## Sheet Flow Time Calculation

$L_{sh} =$	50 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.02 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.127 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	500 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.016 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.068 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.195 hr =</u>	<u>11.7 min</u> <b>Total Time of Concentration</b>

# Time of Concentration Computations

**Project:** Ivy Lane

**DA ID:** C-4

## Sheet Flow Time Calculation

$L_{sh} =$	100 ft	Sheet Flow Length (300' max)
$n_{oi} =$	0.24	Overland Flow Roughness - Ref. TR-55 Table 3-1
$S_{sh} =$	0.015 ft/ft	Sheet Flow Slope
$P_2 =$	3.71 in	2-yr 24-hr Precipitation -Ref NOAA Atlas 14 Data
$t_{sh} =$	<u>0.248 hr</u>	TR-55 Eq 3-3

## Shallow Concentrated Flow Time Calculation

$L_{sc} =$	490 ft	Length of Shallow Concentrated Flow
$K =$	16.13	$K_{paved} = 20.32; K_{unpaved} = 16.13$
$S_{sc} =$	0.014 ft/ft	Shallow Concentrated Flow Slope
$t_{sc} =$	<u>0.071 hr</u>	TR-55 Eq 3-1

## Channel Flow Time Calculation

$L_{ch} =$	0 ft	Length of Channelized Flow
$S_{ch} =$	0.01 ft/ft	Channel Slope
$n_{ch} =$	0.035	Chow 1959
Channel Configuration		
$b =$	2 ft	Bottom Width
$d =$	2 ft	Bank Full Depth
$SS1 =$	2 H:V	Side Slope Ratio
$SS2 =$	2 H:V	Side Slope Ratio
$a =$	12 ft	Bank Full Flow Area
$wp =$	10.94427 ft	Wetted Perimeter
$R_{ch} =$	1.096464 ft	Hydraulic Radius
$t_{ch} =$	<u>0.000 hr</u>	Manning's Equation - FHWA UDDM Eq 3-5
$T_c =$	<u>0.319 hr =</u>	<u>19.1 min</u> <b>Total Time of Concentration</b>



Chairman Jason Sheffield, Vice-Chairman Jim Quinn, Kyle Luckie, Renea Miller,  
Shirley Stiles, Johnny Golden, Charlie Barner

**Meeting Minutes**  
**February 6, 2025 at 6:00 p.m.**  
**Opal Cannon Auditorium**  
**T. Page Tharp Governmental Building**  
102 Starksville Avenue North  
Leesburg, GA 31763

**Members Present:** Vice-Chairman Jim Quinn, Commissioners Kyle Luckie, Shirley Stiles, Johnny Golden, Charlie Barner, and Renea Miller

**Members Absent:** Chairman Jason Sheffield

**Staff Present:** Assistant Director Amanda Nava-Estill, GIS Manager Kacee Smith, and Office Manager/Planning Assistant Kara Hanson

**I. CALL TO ORDER**

Vice-Chair Jim Quinn called the meeting to order at 6:00 p.m.

**II. ACKNOWLEDGMENT OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS**

Vice-Chair Jim Quinn read the Georgia law regarding campaign contributions.

**III. NEW BUSINESS**

**(A) Welcoming of the new appointed Planning Commissioner Renea Miller.**

Vice-Chairman and other commissioners welcomed the new appointed Renea Miller to the Planning Commission.

**(B) Announcement of reappointment of Charlie Barner.**

Assistant Director Amanda Nava-Estill announced that the City of Smithville had reappointed Charlie Barner to the Planning Commission to serve another 4 year term.

**IV. APPROVAL OF MINUTES**

**(A) Approval of the minutes from the January 9, 2025, Planning Commission Meeting**

Johnny Golden made a **MOTION** to **APPROVE** the minutes. Seconded by Kyle Luckie. The **MOTION** was unanimous with remaining commissioners voting yea.

**V. PUBLIC HEARINGS**

**VARIANCE APPLICATIONS**

**(A) Lawanda Burns (Z25-001)** has submitted an application to the Lee county Planning Commission requesting a variance from Section 18.177 (a) (1), of the City of Smithville Code of Ordinances, to remove a legal non-conforming double wide manufactured home to replace it with a single wide manufactured home. The property is zoned R-1 ( Single-Family Residential District), located at 129 Pine Street, Smithville, at parcel number 008D120, in Land Lot 67 of the Sixteenth Land District of Lee County, Georgia.

**Public Hearing Discussion**

**Staff Presentation**

Office Manager/Planning Assistant Kara Hanson presented the staff report. She informed the Board that staff had received a variance application for Mary Holley at 129 Pine Street in the City

of Smithville, the location is zoned R-1. The applicant requires a variance to allow the replacement of an existing non-conforming manufactured home structure with a smaller manufactured home structure placed in the same location as previous. The Smithville zoning ordinances addresses non- conforming buildings and uses with the Section 18.177 (a) (1). In this case the property homeowner has an existing manufactured home that is understood to qualify as a non-confirming use. The staff recommends approval of the exceptional replacement of the existing manufactured home with a new manufactured home within the same footprint. **She added that when staff received this case assistant director Amanda Nava-Estill reached out to the City of Smithville attorney who requested that they apply for a variance.**

**Vice-Chair opened the public hearing at 6:02 p.m.**

**Applicant Presentation**

Applicant was present and available for any questioning.

**Public Supporters**

None

**Public Opposition**

None

**Commission Discussion**

The commissioners held a brief discussion on this matter. The official and full recording of this meeting is filed and available in the Planning and Zoning office.

Commissioner Charlie Barner made a **MOTION** to **APPROVE** the requested variance to remove a legal non-conforming double wide manufactured home to replace it with a single-wide or double-wide manufactured home, seconded by Shirley Stiles. The **MOTION** was unanimous with remaining commissioners voting yea.

**VI. REZONING APPLICATIONS**

**(A) Lanier Engineering, Inc. (Z25-002)** has submitted an application to the Lee County Planning Commission requesting to rezone a portion of the 14.5 acres from C-1 (Neighborhood Commercial District) and R-1 (Single-Family Residential District) to C-2 (General Business District). The property owner is Artesian Holdings, LLC and the applicant is Lanier Engineering, Inc. The subject property fronts Marlow Lane just southwest of U.S. Hwy 82 W, parcel number is 029B020, in Land Lot 262 of the Second Land District of Lee County, Georgia.

**Public Hearing Discussion**

**Staff Presentation**

Amanda Nava-Estill presented the staff report. She let the staff know that this is a dual zoned property and that they were requesting to rezone the entire parcel to C-2. She also addressed that the letter of intent did not have a set type of use however they are considering a hotel. She advised that staff recommends denial for the request for rezoning based on the following factors: the Lee County Comprehensive Plan (the subject parcel is designated for both commercial and residential land use in the Comprehensive Plan's future land use map), the commercial future land use category is defined as non-industrial business uses, including retail sales, office, service, and entertainment facilities grouped in one building, shopping center or office building. The residential future land use category is defined as "to correspond primarily to existing neighborhoods but is also proposed for undeveloped areas adjacent to existing neighborhoods" (p. 41). Related to residential housing, a key Comprehensive Plan policy statement reads as follows: "Preserve the character of established neighborhoods and support revitalization efforts to increase housing opportunities and neighborhood stability." Given adjacency to established neighborhoods, the proposed C-2 zoning does not conform to the

policy and intent of the future land use plan. The purpose/intent and many of the allowable uses in C-2 are not compatible with the policy and intent of the Comprehensive Plan to preserve established neighborhoods, whereas the existing C-1 zoning has relative compatibility. It is the Planning Department's opinion that the incompatibility of C-2 zoning adjacent to existing established neighborhoods warrants denial of this rezoning request. She added that if rezoning from C-1 and R-1 to C-2 be approved, the Planning staff would recommend conditions of rezoning to include use restrictions. Considering the potential impacts on the adjacent residences, many permitted uses in C-2 are not compatible with adjacent single family residential uses. These C-2 permitted uses should not be allowed on the subject property is zoned C-2: warehouses, distributing plants, freezers, adult entertainment establishments, indoor shooting ranges, hospital, mortuary, sanitarium, and any C-2 use that requires conditional use approval. As proposed by the applicant, any commercial development on the subject property shall be served by a primary access directly from US Highway 82. Any access from Marlow Lane to a commercial use shall be strictly secondary and shall be distanced from existing residential uses on the same side of Marlow Lane to the extent feasible, as well as buffering. In addition to the minimum requirements of Section 70-86, an undisturbed buffer of minimum 100-foot wide shall be provided adjacent to all existing R-1 zoned properties.

**Applicant Presentation**

Bobby Donley, with Lanier Engineering, presented. He explained that the parcel was a split zoning, and with the current way it is zoned its 52% C-1 and 48% R-1. The current owners would like to clean up the zoning. The only difference between the possible uses from C-1 to C-2 was for the option of coming back before the board for a conditional use for a hotel should that arise. The Lee County Development Authority did a hotel feasibility study and that really is the only reason the request was for C-2 because C-1 does not allow for a hotel uses.

**Public Supporters**

Jeff Wiggins  
Bobby Donley

**Public Opposition**

John Clay  
Nancy Clay  
Anthony Poehler  
Lisa Smith  
M. Holley  
Lawanda Burns  
Prince Burns

**Commission Discussion**

The Commissioners held a discussion on this matter. The official and full recording of this meeting is filed and available in the Planning and Zoning office.

Commissioner Johnny Golden made a **MOTION** to **DENY** the request to rezone the 14.5 acres from C-1 and R-1 to C-2. Seconded by Shirley Stiles. The **MOTION** passed with remaining commissioners voting yea.

**VII. CONDITIONAL USE APPLICATIONS**

- (A) **Pinewood Solar, LLC (Z25-003)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Jimmy C Smith. The subject property consists of 23.28 acres, is zoned AG-1 (Active Agriculture District), and is located at 237 E Lumpkin Road, Leesburg, GA 31763, parcel number 035076, in Land Lot 242 of the Third Land District of Lee County, Georgia.
- (B) **Pinewood Solar, LLC (Z25-004)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code

of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Griffith Farms, LLC. The subject property consists of 73.71 acres, is zoned AG-1 (Active Agriculture District), and is located at the intersection of Lumpkin Road E and Smithville Road N, Leesburg, GA 31763, parcel number 035079, in Land Lot 244 of the Second Land District of Lee County, Georgia.

- (C) **Pinewood Solar, LLC (Z25-005)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is R & S Farms, Inc. The subject property consists of 130.97 acres, is zoned AG-1 (Active Agriculture District), and is located at Lumpkin Road West, Leesburg, GA 31763, parcel number 035100, in Land Lot 244 of the Thirteenth and Fourteenth Land District of Lee County, Georgia.
- (D) **Pinewood Solar, LLC (Z25-006)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Michigan Homes. The subject property consists of 202.5 acres, is zoned AG-1 (Active Agriculture District), and is located at U.S. HWY 19 N, Leesburg, GA 31763, parcel number 035113, in Land Lot 245 and 246 of the Thirteenth Land District of Lee County, Georgia.
- (E) **Pinewood Solar, LLC (Z25-007)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Wingate WD & Mary E & Cross Creek Plantations, LLC. The subject property consists of 2,000 acres, is zoned AG-1 (Active Agriculture District), and is located between State Route 195 and Old Leslie Road, Leesburg, GA 31763, parcel number 044002, in Land Lots 145,10,176,11,43,44,21,12,20S1/2 of 22 of the Thirteenth and Fourteenth Land District of Lee County, Georgia.
- (F) **Pinewood Solar, LLC (Z25-008)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Wingate WD & Mary E & Cross Creek Plantations, LLC. The subject property consists of 689 acres, is zoned AG-1 (Active Agriculture District), and is located at 1305 State HWY 195, Leesburg, GA 31763, parcel number 045001, in Land Lots 145,175, and 208 of the Third Land District of Lee County, Georgia.
- (G) **Pinewood Solar, LLC (Z25-009)** has submitted an application to the Lee County Planning Commission requesting a conditional use under Section 70-313 (i), of the Lee County Code of Ordinances, to construct transmission poles over 100 feet tall. The property owner is Griffith Farms, LLC. The subject property consists of 317.48 acres, is zoned AG-1 (Active Agriculture District), and is located at 608 State HWY 195, Leesburg, GA 31763, parcel number 046001, in Land Lot 016 of the Second Land District of Lee County, Georgia.

**Public Hearing Discussion**

**Staff Presentation**

Assistant Director Amanda Nava- Estill presented the staff report.

**Applicant Presentation**

Kelsey Joyce the senior project manager with NextEra was present. She informed the board that through the design process they realized a need to exceed 100-feet for the pole structures. On the northeast side, there is the Muckalee Creek with critical habitat for mussels that need to be avoided, so poles will need to be taller. On the west and central part of the property, the owners requested that lines entirely avoid or reduce the impact of their irrigational pivots. The larger poles would accommodate landowners. Jonathon Wells with KMC law firm spoke on behalf of the applicant, and was also available for any questions.

**Public Supporters**

Jonathan Wells  
Kelsey Joyce

**Public Opposition**

Debra Smith  
Sam Johnson  
Randy Smith  
Blake McCranie

**Vice-Chair closed the public hearing at 7:09 p.m.**

**Commission Discussion**

The Commissioners held a discussion on this matter. The official and full recording of this meeting is filed and available in the Planning and Zoning office.

Commissioner Kyle Luckie made a **MOTION** to **APPROVE** the conditional use applications Z25-003, Z25-004, Z25-005, Z25-006, Z25-007, and Z25-008. Seconded by Charlie Barner. The **MOTION** passed with remaining commissioners voting yea.

**VIII. UNFINISHED BUSINESS**

**None**

**IX. ANNOUNCEMENTS**

The **Lee County Board of Commissioners** will conduct a public hearing on **Tuesday, February 11, 2025, at 6:00 p.m.**, and a final vote on **Tuesday, February 25, 2025, at 6:00 p.m.**, in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, Georgia 31763.

The **City of Smithville Council** will conduct a public hearing on **Monday, February 17, 2025, at 6:00 p.m.**, in the Smithville Governmental Building, located at 116 Main Street, Smithville, Georgia 31787.

**X. ADJOURNMENT**

Commissioner Shirley Stiles made a **MOTION** to **ADJOURN**, seconded by Commissioner Kyle Luckie. The **MOTION** was unanimous with remaining Commissioners voting yea. The meeting adjourned at 7:10p.m.

**Note:** all meetings are audio recorded and are filed in the Planning & Zoning Department

Meetings of the Planning Commission and the Board of Commissioners are open to the public. Georgia law requires that all parties who have made campaign contributions to any member of the Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desire to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution report with the Lee County Planning Commission.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



## Payton Harris

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**From:** Misty Robbery  
**Sent:** Friday, March 7, 2025 1:45 PM  
**To:** Payton Harris  
**Subject:** Re: Housing Authority Board

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Yes please, I would like to run again. Thank you.

On Fri, Mar 7, 2025 at 11:20 AM Payton Harris <[payton.harris@lee.ga.us](mailto:payton.harris@lee.ga.us)> wrote:

Good Morning Ms. Mason,

Your one year term on the Housing Authority Board expires on March 31, 2025. Appointments for this board will be brought to the Board of Commissioners. If you wish to be reappointed, please send me written notification.

Thank you,

**Payton Harris**

Deputy County Clerk

Lee County Board of Commissioners

[102 Starksville Avenue North](#)

[Leesburg, Georgia 31763](#)

Phone: (229) 759-6000 ext. 2221

Fax: (229) 759-6050

[payton.harris@lee.ga.us](mailto:payton.harris@lee.ga.us)

[www.lee.ga.us](http://www.lee.ga.us)





# MEMORANDUM

## LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners

**SUBJECT:** County Updates

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### ADA Compliant Website

- NTS currently working on the Website
- Staff viewed demo website November 13, 2024
- Staff reviewed demo website with migrated data December 30, 2024
- Staff met with NTS designer January 7<sup>th</sup> for final review
- Waiting for Logo design

### Agricultural/ Recreation Complex

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
  - Renewed January 11, 2022
  - Estimated Start Date: Fall 2023
  - DNR hired EMC Engineering to survey property for canoe/kayak ramp
  - DNR staff notified us that the DNR Commissioner has signed the Boat Ramp agreement for the Lee County construction project
  - Engineering design began in January 2023
  - An Environmental study will be conducted in the next few weeks
- Improvements to the Property
  - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
  - Bobby Donley, Lanier Engineering, provided proposed site plan
    - Proposal submitted to the BOC for review
  - Trails:  $\frac{3}{4}$  mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
    - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
    - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
  - Define the location of the road
  - Grade and place compacted crushed stone GAB/recycled asphalt on the area on top of the ridgeline for a parking area
  - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting

- **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey
  - **Meetings:** June 14, 2021, November 15, 2021, January 11, 2022
- Staff is working with a local engineering firm to develop a plan
- Professional Services Agreement with Lose Design approved and signed on August 8, 2023
- Onsite meeting held Friday, September 15, 2023
- Concept plan meeting held Friday, February 2, 2024
- Final plans presented to BOC on March 12, 2024
  - To be completed in phases
  - Includes: Multipurpose building, tennis courts, pickleball courts, RV campsite, walking and cross country trail, pavilions, amphitheater, practice fields, and a flexible lawn area
- Agreement for Phase I of Construction with Lose Design signed October 22, 2024 for \$369,500.00
- Archaeological Testing
  - Archaeological fieldwork at the Kinchafoonee Boat Ramp site was conducted October 21-25
  - Apalachee Research Archaeological Consultants, Inc. excavated two 1x2 meter test units and one 1x1 meter test unit, all on the crest of the ridge east of the pavilion

### **Bicentennial Anniversary – June 9, 2025**

- Preliminary discussions ongoing with staff and Chamber of Commerce staff on projects and ideas for a community celebration for Lee County’s first 200 years
- BOC signed contract for Kinchafoonee Cowboys

### **Census Numbers (2020)**

- Lee County: 33,179
- Smithville: 593
- Leesburg: 3,480

### **Commercial Land Development Permits**

- Boaters World – Ridezilla – Hwy 19
- City of Leesburg Water Improvements
- Drake Properties – Downtown Leesburg Restaurant Passion
- Flint Ventures Commercial Subdivision – US Hwy 19
- Forrester Crossing Phase I – New Office Building
- Giovingo Properties Sanitary Sewer Expansion – US Hwy 82
- Gold Star EMS – Fussell Road
- Lee County Utilities Authority Water & Sewer Improvements
- New Jerusalem Grove Baptist Church – Smithville
- Oakland Express Convenience Store – US Hwy 82
- Two Proposed Package Stores – US Hwy 82
- Gas Station – US Hwy 82
- Grace City Church – Parking lot expansion
- Sumter EMC Leesburg – Truck Shed
- Oakland Self Storage Phase II- US Hwy 82

### **Courthouse Addition**

- Agreement with Jericho Design Group for design services approved September 24, 2024 for \$26,200.00
- Completed a preliminary floor plan

- Currently working on an exterior 3D view and expect to have it ready for review the week of November 18
- Discussed preliminary design of the courthouse addition and presented first concept plans December 10, 2024

## **GEMA**

- GEMA representatives will be working with local government, businesses, and citizens to create a Disaster Recovery and Redevelopment Plan
- Consists of a zero-cost match
  - First meeting was held in the Kinchafoonee Room on Friday, April 26, 2024
    - A representative from the County and from the school system was in attendance
    - The City of Leesburg was also invited but was not in attendance
  - Second meeting held Tuesday, June 25, 2024
  - Third meeting held Wednesday, August 21, 2024
  - Completed plan expected October 2024

## **GIS**

- Utilities Mapping Project
  - Purpose: To map all utilities in Lee County
  - Reviewing drawings to gather information
  - Includes water mains, water valves, water towers, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size
  - Goal: To have a web map in ArcGIS Online where utility workers can view utility maps on a tablet in the field
- Pavement Section Mapping Project
  - Purpose: To map pavement sections (i.e. sidewalks, parking areas, roads)
  - Great feature to have when a map is only viewable without imagery
  - Will allow tracking of the area as well as having a visual of commercial sidewalks/parking areas
- Database Upgrades
  - Reviewing current database and implementing new organizational tab
  - Will increase functionality and user capabilities
  - Data migration to new database will begin before the end of 2024
- TSPLOST Story Map
  - Created ArcGIS story maps of completed TSPLOST roads
  - Story map will be posted on new Lee County website
- Building Web Apps for GIS
  - Currently building specialized web apps through ArcGIS Online to host mapping products for Lee County GIS
  - Will include parcels, zoning, addresses, parks, flood zones, etc.
  - Will be available to all county citizens on the new website
- Address Review
  - Reviewing addresses in correlation to Georgia power/Sumter EMC/Mitchell EMC to see if the address number is different for non-compliant addresses.
  - If the address is still non-compliant we are adding them to the list to change in the future.
  - This is to prepare for Next Gen 911

## **GREAT AMERICAN CLEANUP 2025**

- Saturday April 5, 2025 at 9:00 a.m. -12:00 p.m.
  - Prescription drug take back
  - Unserviceable Flags

## **2025 LMIG**

- Letter from GDOT received July 9, 2024
- Lee County's formula amount for 2025 is \$704,454.79, plus the 30% local match of \$211,336.44 comes to a total of **\$915,791.23**
- All electronic LMIG applications must be received no later than February 1, 2025
- On October 8, 2024, the Board voted to allocate the 2025 LMIG funds to the resurfacing of the County's portion of Ledo Road
  - City of Albany has stated they will do their portion of Ledo Road as well
- LMIG Application submitted October 30, 2024
- LMIG Application approved November 5, 2024

## **Playground Upgrades**

- **Pirates Cove**
  - New exercise equipment has been purchased for Pirates Cove Nature Park
  - Zane Grace Construction installed a 48x48x6 concrete pad
    - BOC awarded project on May 14, 2024 for \$20,493.00
  - Zane Grace Construction installing fitness equipment
  - Trail has been established
  - Picnic tables and benches installed
  - Parking stops and plants installed
  - Waiting for quote for the installation of a Sun Shade
  - Received pricing on shade cloth and alternative coverings

## **R2**

- Lee is still working on the study. He has requested information from Doug Goodin at the Tax office
- Doug is working on a report that shows all multi-family units, owners, and relevant information for Lee to include in his report.
- Staff will follow-up weekly to check progress and provide information he requests.

## **Sidewalks**

- Georgia Department of Transportation, GDOT, has approved the City of Leesburg's request for funding assistance for sidewalks on State Route 3, State Route 32, and Firetower Road
- GDOT is committing up to \$304,000.00, or 70% of the project cost, whichever is less
- December 22, 2022: Board voted to pay the County's share of the cost for sidewalks on Firetower Road (\$13,500.00)
- Ongoing project – waiting on Leesburg for contractor to complete

## **Smithville Road Bridge**

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Start Date: October 14, 2024, with the road closure and respective detour lasting through Mid-March (150 calendar days)
  - Southern Concrete Construction Company

- The detour is underway now and will last until mid-March 2025 when the new bridge is completed

### **Speed Limit Ordinance**

- Approved by BOC at April 26, 2022 meeting
- Public Hearings held April 12 and 26, 2022
- Staff submitted documents to GDOT
  - Requested DOT examine Old Leesburg Road/State Route 133
- GDOT review and approval received September 6, 2024
- Brought back to the BOC and approved September 10, 2024
  - Additional roads – waiting on GDOT approval
  - Approved by GDOT

### **SPLOST VII**

- Collection Period: October 1, 2019 - September 30, 2025
- County Ballot Amount – \$18,272,384.00
  - County Collected Amount - \$ 23,127,687.00 (as of 2/28/25)
  - Difference \$4,855,303.00
  - 127 % of collections

### **SPLOST VIII**

- Citizens voted on referendum March 12, 2024
  - Vote passed
- Collection Period: October 1, 2025 - September 30, 2031
- September 12, 2023: BOC approved placing on the March 2024 ballot
- Meeting with Lee County, Leesburg, and Smithville officials held Tuesday, October 10, 2023 with all entities in agreement
- IGA and projects list approved by the BOC on October 24, 2023
- Completed IGA submitted to the Elections and Registration Office November 10, 2023

### **Storm Drainage Repair/ Holding Ponds**

- Lumpkin Road
  - BOC approved a contract with Lanier Engineering to survey in March 2020
    - Survey completed June 2020
  - BOC approved staff to get a quote for the pipe on Lumpkin Road November 12, 2024
  - Staff brought back quote on February 11, 2025

### **TSPLOST II**

- Joint meeting held Tuesday, June 21, 2022 at 5:00pm
- Voters approved continuation of TSPLOST II in November 2022
- Collection Period: April 1, 2024 – March 31, 2029

### **Telecommunications Tower**

- To be located at the Smithville Fire Station
- Partnering with Motorola
- Conditional Use and Variance: Approval recommendation from the Planning Commission on May 2, 2024 and approved by the BOC on May 14, 2024 following a Public Hearing
- Estimated Completion: December 2024
- Meetings held every two weeks to provide updates
- Motorola conducted a Private Locate of the site



- Soil boring analysis completed to test the soil to decide what type of foundation is appropriate
  - 30x30 8ft deep pad and pier foundation
  - 10ft down for the steel foundation
- Certified Plans received, under review
- Project Timeline:
  - 5-10-2022: Staff awaits engineering report for new tower
  - 9-13-2022: BOC authorizes staff to put out an RFP for the tower
  - 6-11-2023: BOC voted on location at Station 4
  - 6-27-2023: BOC voted to reconsider placement of the tower
  - 7-11-2023: BOC voted on location at Station 4
  - 8-25-2023: Motorola received notice to proceed
  - 12-12-2023: FAA approved; waiting on NEPA, awaiting Boundary analysis
  - 1-9-2024: Heard back from SHPO, advised “No Comment”
  - May 2024: Variance needed; went through the Planning Commission (5-2-2024) and BOC (5-14-2024)
  - 6-20-2024: All equipment built and ready to ship
  - 7-18-2024: Private Locate done; driller took soil samples
  - 8-1-2024: Geo tech results came back; awaiting permits
  - 9-18-2024: Construction crew finds power line that will need to be moved; Sumter EMC contacted
  - 10-17-2024: Invoice received from Sumter EMC to move power line; will take 10 days after payment is received and then construction will restart
  - 10-18-2024: Check to Sumter EMC cut
  - 11-12-2024: Sumter EMC onsite to fix the power pole issue so construction can begin
  - 12-5-2024: Building for the tower set up
  - 01-09-2025: Foundation laid; has to set and cure for 28 days before the tower can start being placed on it
  - The foundation for the shelter and tower has been successfully established, and both the shelter and generator are now on-site.
  - The steel required for the tower is scheduled for delivery on the 21st of this month, with an estimated timeframe of 5 to 6 days for the tower's installation.
  - Radio equipment installation within the building is set to commence in February. A request for a new frequency for the tower has been submitted to the regional office for review and approval.
  - Tim Winters has been appointed as our new project manager, and Art Harris has received a promotion to a new position within Motorola.
  - The steel for the tower was delivered on the 21<sup>st</sup> of January, they have everything ready to go to start fencing and stacking the tower. Weather permitting they will be out there working on it over the weekend of January 24<sup>th</sup>
  - The tower has been set up at Fire station 4
  - Waiting on frequencies to be approved
  - Microwave equipment still has to be placed on the tower.
  - Fencing is complete
  - Estimated Completion: April 2025 - Waiting for equipment

### **Utilities Authority**

- SAG Well Grant - \$1,200,000.00 – LC match \$300,000.00
- The funding would be used to improve the reliability and redundancy of Lee County’s drinking water supply by providing a 1.0 million gallon per day well and treatment facility to provide safe, reliable, and potable drinking water
- The drinking water supply will allow the community to avoid lapses in service during peak water usage months and allow the drinking water to be treated to EPA standards
- No award issued as of March 2025

### **Westover Extension**

- GDOT project - DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector

- Oxford Construction Company awarded bid from GDOT
  - Project ongoing
- Staff is working with GDOT and DARTS on signal and safety issues for Ledo Road intersection
- Discussions with GDOT regarding a traffic study and signal installation ongoing
- GDOT committed to conducting a traffic study of this intersection once the project is completed
- Estimated Completion: March 2025
  - **Completed: March 6, 2025**

### **Windstream – Kinetic Fiber Installation**

- Kinetic staff is currently staking installation areas throughout the County
- Engineering design completed January 2024
- Crews began fiber installation in early 2024 with anticipated completion of over 4,234 underserved properties by mid-year 2025
- Project is required to be completed by 2026 with minimum speeds of 100 Mbps download and 100 Mbps upload
- Funding for this project includes:
  - Grant award from Georgia’s State & Local Fiscal Recovery Funds - \$12,541,241.00
  - Kinetic funding of \$7,337,804.00 with Lee County’s match of \$1,200,000.00
  - ARPA funding
  - Total Investment: \$21,079,046.00
- Groundbreaking held Wednesday, February 7, 2024 at Oakland Court
- Total footage of 501,601 with 295,817 feet being aerial (58%) and 205,784 feet being buried (42%)
- Monthly meetings held with Windstream & Staff
- Windstream is projecting 100% completion of entire project mid-year 2025
- Sumter EMC construction department has completed 41% of make-ready attachments requested by Windstream in Lee County
- **February 2025 Monthly Update:**
  - In Progress – Less than 80% Completed
  - Total Planned Fiber Miles: 357
  - Deployed Fiber Miles: 286
  - Completion Percentage of Total Fiber Miles: 80%
  - Total Planned Locations: 3,506
    - Planned Residential Locations: 3,329
    - Planned Business Locations: 177
  - Deployed Locations: 189
    - Deployed Residential Locations: 155
    - Deployed Business Locations: 34
  - Completion Percentage of Total Locations: 5%
- BEAD Grant applied for additional locations to be served

## **RFPs and RFQs**

### **Open**

#### **Installed Propane Generator & Automatic Transfer Switch**

- Pre-Bid Meeting: February 13, 2025 at 10:00 AM
- Bid Opening: February 27, 2025 at 10:05 AM
- Bid results brought back to the Board on March 11, 2025

### Wheeled Excavator - Public Works

- Pre-Bid Meeting: February 18, 2025, at 10:00 AM
- Bid Opening: March 4, 2025, at 10:05 AM
- Bid results brought back to the Board on March 11, 2025

## Recently Awarded

### Public Works Equipment

- Motorgrader, Track Excavator, and two Front End Loaders
- Bid Opening: August 29, 2024
- BOC awarded bids as follows on September 10, 2024:
  - Motorgrader: Awarded to **Yancey** for a monthly cost of **\$3,094.92** for a seven (7) year lease
  - Track Excavator: Awarded for **Yancey** for a monthly cost of **\$2,780.65** for a five (5) year lease
  - Front End Loader I: Awarded to **Yancey** for a monthly cost of **\$3,445.51** for a five (5) year lease
  - Front End Loader II: Awarded to **Yancey** for a monthly cost of **\$3,159.52** for a five (5) year lease

### Coston Road Paving Project Engineering

- Approved by BOC at September 26, 2023 meeting
- Pre-Bid Meeting: November 16, 2023
- Re-published February 2024
- Pre-Bid Meeting: March 14, 2024
- Bid Opening: April 4, 2024
- BOC awarded the bid to Advanced Engineering Services on April 9, 2024 for \$49,800.00
- April 10, 2024: Notice of Award
- April 25, 2024: Notice to Proceed – 120 days to complete this design
- Survey should have been done by the end of this week July 5<sup>th</sup>
- Engineering design in progress
- Met with Utilities companies to discuss right-of-way
- Waiting on AES to post flags for right-of way acquisition
- Flags have been staked
- AT&T utilities will have to be relocated after final plans are completed
- Matt Inman is revising the plans for 10 ft. easement.

### Road Resurfacing Projects (including LMIG 2024)

- Pre-Bid Meeting: November 28, 2023
- Bid Opening: December 11, 2023
- Approved by BOC at September 12, 2023 meeting
- BOC awarded bid on December 12, 2023 to **Oxford Construction Company** at a total cost of **\$5,032,661.75**
- **Roads**: Argyll Place, Aylesbury Place, Berkeley Road, Cambridge Road, Carillon Court, Carowinds Drive, Chokee Road, Coosaw Court, Country Drive, Creek Isle Drive, Creekshire Court, Creekview Drive, Danbury Lane, Doris Drive, Foxworth Drive, Halifax Place, Huntingdon Drive, Johns Drive, Knollwood Drive, Lavender Lane, Longleaf Drive, Margate Drive, Marion Court, Midway Street, Morning Mist Drive, Muckalee Lane, New York Road, Pebble Ridge Drive, Pineview Drive, Pinewood Road, Red Bay Court, Springlake Drive, Towne Lane, Victorian Court, Village Lane, Warrington Road, Willard Court, Winnstead Drive, and Wiregrass Way
- Completed: July 2024

### **Renovation of the E-911 Center**

- Approved by BOC at April 23, 2024 meeting
- Pre-Bid Meeting: October 3, 2024
- Bid Opening: October 17, 2024
- BOC awarded bid to WJ Kirksey Construction for \$54,333.00 on October 22, 2024
- Contract signed November 8, 2024
- Renovations underway: Inspection was passed on January 7<sup>th</sup>, sheetrock and patching work done on January 8<sup>th</sup> and Motorola ran cable January 13<sup>th</sup>. Move in new space on the 21<sup>st</sup> and 22<sup>nd</sup> of January
- The ceiling grid and electrical and painting will be finished by Saturday, January 25<sup>th</sup>.
- Due to the weather some of the work inside got pushed back. The floor in the dispatch room got pushed back to Monday the 27<sup>th</sup>.
- They should be completed with renovations by February.
- Completed

### **Building for Code Enforcement and Animal Control Personnel**

- Approved by BOC at October 22, 2024 meeting
- To be at Public Works
- Pre-Bid Meeting: December 3, 2024
- Bid Opening: December 17, 2024
- BOC awarded bid to W.J. Kirksey for \$197,500

### **Renovations to Public Works Office Building**

- Approved by BOC at October 22, 2024 meeting
- Pre-Bid Meeting: December 4, 2024
- Bid Opening: December 18, 2024
- BOC awarded bid to W.J. Kirksey for \$124,500

### **Speed Tables**

- Approved by BOC at October 22, 2024 meeting
- Pre-Bid Meeting: November 21, 2024
- Bid Opening: December 12, 2024
- BOC approved getting 2 speed signs and adopting a Policy

### **Upgraded Phone System for E-911 Center**

- Pre-Bid Meeting: October 16, 2024
- Bid Opening: October 30, 2024
- Bid results brought to the Board on November 12, 2024 for discussion
- Bid results brought back to the Board on December 10, 2024
- Bid results brought back to the Board on January 14, 2025
- Bid results brought back to the Board on January 28, 2025
- BOC awarded bid to WesTel International Response for \$279,020.00

### **Flooring Services DFACS Building**

- Pre-Bid Meeting: February 11, 2025, at 10:00 AM
- Bid Opening: February 25, 2025, at 10:05 AM
- Bid results brought back to the Board on February 25, 2025

- BOC awarded bid to Custom Interiors for \$23,920.55

## **Future**

### **Sewer Extension on Hwy 19**

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- BOC awarded bid to Zane Grace Construction
- Plans and easement plats are completed and ready for submittal from Lanier Engineering
- This project is in the “easement acquisition” phase

### **Fencing**

- Approved by BOC at April 25, 2023 meeting
- Staff writing RFP documents
- To be placed at several County facilities
- Projected Bid Opening: TBD

### **LED Lighting in the Fire Stations**

- Previous Pre-Bid Meeting: September 20, 2022
- Previous Bid Opening: October 19, 2022
- Results brought to the Board on October 25, 2022
  - Bids rejected
- Project to be reopened at a future date

**RESOLUTION \_\_\_\_\_**  
**OF THE LEE COUNTY BOARD OF COMMISSIONERS TO SUBMIT AN APPLICATION TO OBTAIN FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR WATER SYSTEM IMPROVEMENTS**

**WHEREAS**, the County is eligible to apply for Community Development Block Grant Funds from the Georgia Department of Community Affairs; and

**WHEREAS**, the County has determined that there are community needs that can be addressed by the Community Development Block Grant Program Funds; and

**WHEREAS**, the County has held the required Public Hearing to obtain citizen input into the development of an application; and

**WHEREAS**, the County has agreed to provide sufficient matching funds and in-kind services to complete this project; and

**NOW, THEREFORE BE IT RESOLVED** that the County hereby authorizes the preparation and submittal of a Community Development Block Grant Application for CDBG funding cycle 2025 for an amount up to \$1,000,000 for water system improvements; and

**BE IT FURTHER RESOLVED** that Chairman Luke Singletary is authorized and consents to act as the Authorized Certifying Official for this program.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Luke Singletary, Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

(SEAL)





**MEMORANDUM  
LEE COUNTY BOARD  
OF COMMISSIONERS**

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Old Leslie Road Paving Project  
**MEETING DATE:** Tuesday, March 11, 2025

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**BACKGROUND:**

At the February 25, 2025, Board of Commission meeting, staff was asked to obtain a cost estimate to pave Old Leslie Road.

Old Leslie Road is 1.94 miles long and 22' wide from New York Road to Highway 195. It is estimated to take Public Works 3 months to complete their portion of the Old Leslie Road paving project. It is possible that overtime will be involved to keep the road passable each day.

**Below is a preconstruction cost estimate of work to be completed by Public Works:**

• 22 Driveways to be reset or replaced	
• Drainpipes added or replaced	
• Pipes and Miscellaneous Supplies	\$ 50,000.00
• Overtime.	\$ 5,000.00
<b>Cement Base, Pavement and Engineering</b>	<b>\$ 800,000.00</b>
<b>TOTAL:</b>	<b>\$ 855,000.00</b>

Public Works staff sees no drainage issues with this project. Currently, the County has no easements for this project.

**See Attachments**

**CONSTRUCTION COST ESTIMATE**  
**Old Leslie Road Soil, Cement and Paving Only**

<b>ITEM</b>		<b>UNIT</b>		<b>EXTENDED</b>	
<b>NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>PRICE</b>
1	Mobilization & Demobilization	1	LS	\$20,000.00	\$20,000.00
2	Bonding and Insurance	1	LS	\$10,000.00	\$10,000.00
3	Traffic Control	1	LS	\$15,000.00	\$15,000.00
4	Engineering Assistance and Observation	1	LS	\$10,000.00	\$10,000.00
5	Grading Prep, Mix Design, and Const. Observation By Geotech Firm	1	LS	\$9,500.00	\$9,500.00
6	6" Soil Cement Base	26,000	SY	\$3.25	\$84,500.00
7	Portland Cement for Soil Cement (35 lbs/sy)	460	TONS	\$300.00	\$138,000.00
8	Bituminous Prime (0.2 Gal/SY)	5,200	GAL	\$9.00	\$46,800.00
9	1" Superpave Asphaltic Concrete- (12.5 mm)	1,400	TONS	\$120.00	\$168,000.00
10	Tack Coat (0.10 Gal/SY)	2,500	GAL	\$4.00	\$10,000.00
11	1.5" Superpave Asphaltic Concrete- (12.5 mm)	2,075	TONS	\$125.00	\$259,375.00
12	Striping & Signage Installation	1	LS	\$25,000.00	\$25,000.00
<b>ESTIMATED CONSTRUCTION COST</b>				<b>\$796,175.00</b>	

TSPLOST and TSPLOST II Cash Flow  
as of February 28, 2025

Bank Balance as of February 28, 2025 (includes TSPLOST and TSPLOST II funds)	11,678,405.35
Total Cash	<u>11,678,405.35</u>
Current Encumbrances:	
Culverts	9,731.20
Signs	7,695.39
Capital Leases	116,205.91
Road at LCMC	2,113,989.54
Sidewalk Participation on Firetower Road (Design and construction)	22,236.00
LRA Funds	855,690.09
LMIG Funds and County Match	915,791.23
Total of Encumbrances	<u>4,041,339.36</u>
<b>Total Cash Available to spend on projects through June 30, 2025</b>	<u><b>7,637,065.99</b></u>
<b>Anticipated Revenue (through June 30, 2025)</b>	
Avg \$ 325,603 per month for 5 months (after tranfer to Smithville and Leesburg)	1,628,015.00

Regulation of the sale of non-traditional tobacco paraphernalia.

**Sec. 22-250. Definitions.**

For the purposes of this Article, the following terms shall have the following meanings:

(1) *"Additional line of devices"* shall refer to the following four separate lines of devices:

- a. Grinders;
- b. Any storage devices with false or hidden doors or compartments commonly associated with tobacco, vaping, or drug use;
- c. Weighing devices commonly associated with tobacco, vaping, or drug use; and
- d. Torch lighters.

(2) *"Alternative nicotine product"* shall mean an electronic product or device that employs an electronic heating element, power source, electronic circuit, battery, or other electronic, chemical, or mechanical means to produce a vapor that delivers nicotine to the person inhaling from the device, including e-cigarettes, e-cigars, IQOS, and e-pipes, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, but not including e-hookahs or e-bongs.

(3) *"Applicant"* shall mean all persons who are required to sign an application for a license to sell non-traditional tobacco paraphernalia as set forth in subsection 22-252.

(4) *"Board of Commissioners"* shall mean the Board of Commissioners of Lee County.

(5) *"County"* or *"Lee County"* shall mean County of Lee, Georgia, and, when used in a geographical sense, shall mean the unincorporated area of Lee County.

(6) *"Department"* shall mean the Lee County Business License Department.

(7) *"Non-traditional tobacco paraphernalia"* shall mean non-traditional instruments designed so to facilitate the smoking, consumption or ingestion of tobacco or nicotine in any form (such as bong, hookah pipes, or faux jewelry, bracelets, or necklaces commonly associated with tobacco, vaping, or drug use, with one purpose of such items being the inhalation or ingestion of tobacco or drugs); provided, however, that the term "non-traditional tobacco paraphernalia" shall exclude alternative nicotine products, cigarette papers or wrappers, blunt wraps, traditional tobacco pipes (such as brand names Briar and Meerschaum), holders, cigarette rolling machines, or other products, devices, or substances used for the purpose of making tobacco cigarettes;

(8) *"Person"* shall mean and refer to any individual, natural person, partnership, firm, corporation, joint venture, proprietorship, business entity, association, agency, group, organization or group of persons or any other entity.

(9) *"Screened room"* shall mean a room separate from the public sales floor that is completely screened from view by the public such that persons entering into a regulated establishment shall not be able to observe any non-traditional tobacco paraphernalia except after entering the screened room.

(10) *"Vaping"* shall mean the ingestion or inhalation of vape juice from an alternative nicotine product.

**Section 22-251 License Required.**

- (a) Any person who offers for retail sale any item of non-traditional tobacco paraphernalia shall, by November 1 of each year, apply to the Department for a nontraditional tobacco paraphernalia license and shall pay an annual license fee. For the 2025 calendar year, and for every year thereafter until amended by the

Board of Commissioners, the annual license fee shall be \$2,000.00. Any person required to obtain a license to sell non-traditional tobacco paraphernalia and also offer for sale any additional line of devices shall pay an additional annual license fee of \$250.00 per additional line of devices. For the purposes of this section, every person who obtains such a license shall be referred to as a "licensee." All applications shall be fully completed by the applicant and sworn to and signed by the applicant in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a partnership, then each partner shall sign the application in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a corporation selling any item of non-traditional tobacco paraphernalia, the majority stockholder and each principal officer (President and Secretary) of the corporation must sign the application in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a nonprofit tax exempt civic, patriotic, or social club or corporation which is organized and operated in the county as a mutual benefit membership group, the individual being primarily responsible for the club or corporation's compliance with this chapter must sign the application in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a private club, then each member of its governing body must sign the application in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a limited liability company, then each member of the limited liability company must sign the application in the presence of a notary public or other officer authorized to administer oaths.

**Sec. 22-252. Application Requirements.**

All applications shall be accompanied by the following:

- a. Unless waived by the Department in recognition of the absence of any school or church buildings in proximity to the premises where non-traditional tobacco paraphernalia is to be sold, the application shall have attached a survey (dated no more than 180 calendar days prior to submission of the application to the county), certified by a registered surveyor licensed in this state, showing a scaled drawing of the premises, the location on the premises where the applicant desires to sell any item of non-traditional tobacco paraphernalia, and the distance in linear feet measured from the front door of the premises where any non-traditional paraphernalia is to be sold, to the property line of the tract upon which is located the nearest church building, school building, educational building, school grounds or college grounds or college campus building.

For purposes of measuring the distance referred to in this subsection the following shall be employed; (1) from the front door of the premises which is regulated under this chapter; (2) to the property line on the tract on which is located the church, school ground, or college campus; and (3) along a straight line which describes the shortest distance between the two points.

- b. If the applicant is a partnership, a copy of the partnership agreement, including all amendments, shall accompany the application.
- c. If the applicant is a corporation, a copy of the articles of incorporation and by-laws, including all amendments, shall accompany the application.
- d. If the applicant is a nonprofit tax exempt civic, patriotic or social club or corporation which is organized and operated in the county as a mutual benefit membership group, a copy of the charter or articles of incorporation, as well as written proof of the organization's federal income tax exempt status shall

accompany the application.

- e. If the applicant is a private club, a copy of the articles of incorporation and by-laws, including all amendments, shall accompany the application.
- f. If the applicant is a limited liability company, a copy of the articles of organization and the operating agreement.
- g. The Lee County Sheriff, the Department, and each of their authorized designees, are hereby authorized to receive criminal history record information from both the Georgia Crime Information Center and Federal Bureau of Investigation for applicants desiring to obtain a non-traditional tobacco paraphernalia license pursuant to O.C.G.A. § 35-3-35(a)(1.2) and Federal Public Law 92-544.
  1. As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints for all persons required to sign the application to be forwarded to the Georgia Bureau of Investigation and to the Federal Bureau of Investigation, as specified under O.C.G.A. § 35-3-35(a)(1) and Federal Public Law 92-544.
  2. By filing such application, the applicant consents to the Lee County Sheriff's Office obtaining their criminal history record information (CHRI) from the Georgia Crime Information Center (GCIC) and the Federal Bureau of Investigation (FBI).
  3. The information provided by an applicant in connection with an application for a license under this article shall be maintained on a confidential basis and redacted as necessary to comply with the Open Records Act, and the handling of such information shall comply with all Georgia laws and the Federal Privacy Act, except that no information submitted as part of the request for a criminal history and no record obtained pursuant to this section may be entered on any database or produced under the Open Records Act.



4. Once an application, accompanying documents, fingerprints, and the required investigative and license fees are filed with the Lee County Sheriff's Office or the Department , such office shall transmit said fingerprints and appropriate fees to the GCIC. As provided by law, the GCIC will compare the subject's fingerprints against its criminal file and submit the fingerprints to the FBI for a comparison with nation-wide records, unless submission to the FBI is automatic pursuant to the use of live scan. The results of the FBI check will be returned based on its current procedure, presently being directly to the Lee County Sheriff's office if submissions are made manually to the GCIC, or electronically from both the GBI and FBI where submissions are made electronically to the GCIC.
5. In compliance with Federal Law 95-544, which provides for the rendering of a "fitness determination," the Sheriff's office shall decide whether the applicant has been convicted of, or is under pending indictment for, enumerated disqualifiers, as set forth within this Article.
6. A person who has consented to the Lee County Sheriff's office for a criminal history based upon fingerprinting records may request and receive a copy of the criminal history record report from the Sheriff's office at no additional charge. Should the person seek to amend or correct the record, he or she shall be responsible for contacting the GCIC as to Georgia records and/or the FBI concerning records from other jurisdictions maintained in its file.
- h. The application shall be accompanied by any acceptable payment method deemed acceptable by Lee County for the full amount of the license fee combined with \$350.00 for an investigative fee. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded to the applicant. All other fees paid to the county which were submitted as part of the application, including, but not limited to, the investigative fee and any employee application permit fee(s), shall be retained by the County.
- i. The Department may require any additional information and records the Department determines that it reasonably deems necessary to enable the Department to make the necessary decisions which the Department is required to make in connection the approval or denial of the application. Failure to furnish such additional information within the requested time period shall result in the denial of the application. Any misstatement or concealment of fact in the application shall be grounds for the denial of the application or for revoking a previously issued license and shall make the applicant liable to prosecution for perjury under the laws of the State of Georgia.
- j. A valid email address and a valid mailing address that can be used for serving documents upon the applicant.

k. Each applicant shall certify that the applicant has read and understands this Article and if the license is granted, each licensee shall maintain a copy of this Article at the licensed premises and shall require each of the licensee's employees to be familiar with this Article.

**Sec. 22-253. License Disqualification.**

No license for the sale of any item of non-traditional tobacco paraphernalia may be issued to an applicant under the following circumstances:

- a. An applicant who is not at least 21 years old.
- b. An applicant who has been convicted under any federal or state law of a (1) felony; or (2) a misdemeanor involving the usage, distribution, or possession of controlled substances, alcohol, or offenses involving moral turpitude within a five-year period immediately preceding the application.

For purposes of this subsection, a "conviction" shall include any plea of guilty or admission of guilt and subsequent sentence under the First Offender Act of O.C.G.A. §§ 42-8-60, 16-13-2 Or 3-3-23.1(c), or any similar sentencing provision for first time offenders of any other state or of the United States. A plea of nolo contendere for any felony or misdemeanor in any state or of the United States, or any municipal ordinance, except traffic violations, or the forfeiture of a bond (except traffic offenses) when charged with a crime is also considered a conviction under this Article.

- c. An applicant who has been held in civil or criminal contempt by any federal, state or local court if such contempt finding indicates to the Board of Commissioners that the applicant will likely not maintain or operate the business for which he is seeking a license in compliance with federal, state or local laws, rules, and regulations.
- d. An applicant whom the Department or the Board of Commissioners determines, by reason of such applicant's business experience, financial standing, trade associations, personal associations, records of arrests, or reputation in any community in which he has resided, is not likely to maintain or operate the business for which he is seeking a license in compliance with federal, state, or local laws.
- e. An applicant who is not the owner of the premises for which the license is held or the holder of the lease thereon for the period covered by the license. The applicant for a license for the sale any item of non-traditional tobacco paraphernalia, whether it be an individual, a partnership, a corporation, a nonprofit tax exempt civic, patriotic, or social club, limited liability company, or a private club, shall be the owner of the premises for which the license is held or the holder of the lease thereon for the period covered by the license. If the premises are leased, then the applicant shall provide a copy of the lease if requested by the Department and all information in the possession of the applicant regarding the owner or landlord of the leased premises.

f. An applicant who has had an application for a license denied under the provisions of this Article within one (1) year from the final date of such denial. For purposes of this provision, the final date of a denial of license shall be the date of written notice of such denial if the denial is not appealed; or, if the denial is appealed, the date of written notice of the denial of the appeal.

g. An applicant who seeks to sell non-traditional tobacco paraphernalia in premises which is located within 100 yards of any church building or in or within 200 yards of any school building, educational building, school grounds, or college campus.

**Sec. 22-254. Posting of Signs to Provide Public of Notice of Application; Sign Requirements.**

At the time the applicant makes application for a license, a sign shall be furnished and posted by Lee County and will be painted or printed in black letters one and one-half inches in height, against an orange background, on a two-face, back-to-back surface of not less than 24 x 30 inches in space, and shall be placed by Lee County with the base of the sign not more than three feet from the ground on the most conspicuous part of the premises where the applicant proposes to conduct it business in accord with this Article. The sign shall clearly state the nature and purpose of the application, and the name of the person, partnership, organization, corporation or private club making the application.

**Sec. 22-255. Criminal Investigation; Fingerprints of Applicant.**

Once an application accompanied by the required documents is filed with Lee County, and the required investigation and license fees are paid to Lee County, the Lee County Sheriff's Office shall conduct a criminal investigation of the applicant and produce a written criminal investigation report concerning all information obtained as a result of the criminal history of the applicant, if any. If the criminal history investigation reveals that the applicant fails to meet the requirements for the issuance of a license established by the Article, such information shall be grounds for denying the application or revoking a previously issued license. Upon production of the criminal investigation report, the Lee County Sheriff's Department shall assemble the application forms and all accompanying documents relating to or resulting from the investigation undertaken with respect to the application and deliver such documents to the Department for review.

**Sec. 22-256. Failure to Meet Licensure Qualifications; Application; Location; or otherwise.**

If the criminal investigation report shows that the applicant fails to meet the requirements for a license to be in accord with this Article, that a proposed location of the business, or that the applicant, fails to meet any other qualifications for a license established by this Article, then the Department shall inform the applicant, in writing, that the application has been denied, and shall set forth in reasonable detail the reasons for the denial and shall notify the applicant of his/her right to appeal to the Board of Commissioners in accordance with Section 22-259 of this Article. If an applicant desires to appeal a denial made by the Department, the applicant must file a written request for an appeal hearing with the Department within ten (10) business days of the date of the written notice informing the applicant of the denial by the Department. Any such appeal hearing shall be conducted by the Board of Commissioners in the same manner as appeals to the Board of Commissioners of decisions related to the suspension or revocation of a license applied for or issued in accord with this Article.

**Sec. 22-257. Public Hearing on Application.**

Any application which the Department determines satisfies all the requirements for the issuance of a license to an applicant in accord with this Article shall be scheduled for review and a public hearing at a regularly scheduled meeting of the Board of Commissioners. The public hearing shall be advertised in the county legal organ at least once no less than 10 calendar days prior to the date of said hearing. At that meeting, the applicant and any person opposed to said application shall have the right to present to the Board of Commissioners any information that the Board of Commissioners determines is relevant to the licensing decision. In making its determination on whether to approve or deny the application, the Board of Commissioners shall look to the requirements set forth in this chapter and consider the public health, safety, and welfare. The Board shall have the sole discretion to grant or deny the application based on the information presented. A decision by the Board of Commissioners shall be made within 30 calendar days from the date of the public hearing before the Board of Commissioners, unless the Board's decision is postponed for purposes of the Board obtaining additional information the Board deems necessary for consideration of the application. Notice of the decision by the Board of Commissioners shall be mailed or emailed to the applicant. In the event the application is denied, written notification of such denial shall set forth in reasonable detail the reasons for the denial and shall notify the applicant of his right to apply for reconsideration of the decision as set forth in Section 22-259 of this Article.

**Sec. 22-258. Approval of Application and Issuance of License.**

Upon approval by the Board of Commissioners of the application for a license, the Department shall issue a license in accordance with the approved application.

**Sec. 22-259. Request for Reconsideration of License Denial, Suspension, or Revocation.**

In the event that the license application is denied by the Department in accord with Section 22-250, or in the event that the Board of Commissioners denies the application for a license, suspends a license, or revokes a license, the applicant for a license or the licensee whose license was denied, suspended or revoked may appeal to the Board of Commissioners for reconsideration of the license denial, suspension or revocation by filing a written request for reconsideration by the Board of Commissioners with the Department within ten (10) business days of the date of the written notice informing the applicant of the denial, suspension or revocation. Any such reconsideration shall be conducted according to the procedures set forth in the subsection below.

**Sec. 22-260. Request for Reconsideration; Procedures.**

Upon receipt of a request for reconsideration (accompanied by a fee of \$250.00 made payable to Lee County, Georgia), the Department shall schedule a hearing on the reconsideration before the Board of Commissioners or their appointee and provide written notice to the applicant of the time, date, and location of the scheduled hearing. The Department shall also state in the written notice in reasonable detail the factual basis for the denial of the application or the suspension or revocation of the license.

**Sec. 22-261. Reconsideration Hearing; Standard of Proof.**

The Board of Commissioners, or their designee, shall conduct such appeal hearings concerning the timely filed request for reconsideration of the denial, suspension, or revocation of a license. The burden of proof in the request for reconsideration shall be on the applicant, and the standard of proof on all issues in the hearing shall be a preponderance of the evidence. The Board of Commissioners shall make its decision on the request for reconsideration upon the basis of the evidence presented at the hearing, but the strict rules of evidence otherwise applicable in court proceedings shall not apply.

**Sec. 22-262. Reconsideration Hearing; Presentation by the Parties.**

At the reconsideration hearing, the Department, or the designee of the Department Head, shall present the facts upon which the denial, suspension, or revocation of the license were based. After presentation of the case against the applicant, the applicant will have an opportunity to present his/her case, to be represented by an attorney, at the expense of the adverse party, and to present evidence and cross-examine opposing witnesses.

**Sec. 22-263. Decision of the Board of Commissioners at the Conclusion of the Reconsideration Hearing .**

At the conclusion of the reconsideration hearing, the Board of Commissioners shall determine whether the denial, revocation, or suspension of the license was warranted. The findings and conclusions of the Board of Commissioners shall be in writing, shall be approved by majority vote of the Board of Commissioners, shall be signed by the Chair of the Board of Commissioners, or the Vice-Chair in the absence of the Chair, and shall be forwarded to the Department. The Department shall provide written notification to the applicant of the decision of the Board of Commissioners as a result of the reconsideration hearing, and in providing such notification, the Department shall forward the written decision of the Board of Commissioners to the applicant.

**Sec. 22-264. Appeal of Board's Decision on Appeal.**

The decision of the Board of Commissioners upon the request for reconsideration shall be final unless appealed to the Superior Court of Lee County within 30 calendar days of the date of the Department's notice of the decision of the Board of Commissioners on the applicant's request for reconsideration. Such appeal shall be filed and prosecuted in accord with state law governing appeals from decisions of a local governing authority to the Superior Court.

**Sec. 22-265. Notices to Applicants.**

For purposes of this Article, any notices required to be sent or provided to the applicant shall be deemed delivered to the applicant (i) when personally served upon the applicant, (ii) when mailed to the applicant by certified mail, postage prepaid, return receipt requested, (iii) when sent by email to the applicant, or (iv) three (3) calendar days after the postmark date if mailed to the applicant by regular mail through the United States Postal Service.

**Sec. 22-266. Term of Annual License; License Expiration; Renewal Applications; Late Filings.**

All licenses issued under this Article shall expire on December 31 of each year. An investigative fee of \$350.00 shall be payable at the time any renewal application is submitted under this Article. No person shall be authorized to apply for or obtain more than two (2) licenses in any one calendar year under this Article. Any person holding two (2) licenses for two (2) separation locations under this Article and desiring to renew the licenses for both such locations shall pay only one investigative fee charge. Late applications will begin being processed at the time of receipt but are not guaranteed renewal prior to January 1. If an application is submitted after January 31, a new application shall be required because renewal eligibility will not be considered past that date.

**Sec.22-267. License Renewal; No changes from Immediately Preceding Application.**

For renewal applications in which there are no changes of the information included in the immediately prior application, licensees shall file a renewal application accompanied by the requisite license fee with Lee County upon forms prescribed by the county on or before the November 1 of each year without penalty. Renewal applications filed after the November 1 deadline shall be subject to a late charge of ten percent of the license fee. These renewal applications described in this subparagraph shall be processed by county staff and do not

require a public hearing.

**Sec. 22-268. Renewal Applications with Material Changes from Immediately Preceding Application.**

Renewal applications containing material changes in the information in the application from the information presented in the immediately preceding application shall be subject to review and approval by the Board of Commissioners at a hearing held by the Board in accord with Section 22-257 as if the application was an application for a new license. The Department shall compare the current application with the immediately preceding application in order to determine whether any changes in the information between the two (2) applications are material for the purposes of this Section, and such determination by the Department shall be final. Such renewal applications must be submitted by November 1 of each year. Such renewal applications will be subject to a late charge of ten percent of the license fee if received after the November 1 deadline.

**Sec.22-267. Additional Information Required for Renewal Applications.**

Each renewal application shall, in addition to the other required information, shall also provide the date of the original application, the date of the most recent application. The renewal application shall also certify that the applicant has read and understands this Article and if the license renewal is granted, each licensee shall maintain a copy of this Article at the licensed premises and shall require each of the licensee's employees to be familiar with this Article. The applicant shall furnish all information required by the renewal application and failure to furnish the information will be grounds for denying the renewal application. A false statement made on the renewal application will void the application and shall make the applicant liable to prosecution for false swearing under the laws of the State of Georgia.

**Sec. 22-268. Schedule of Public Hearings for Renewal Applications.**

Each renewal application shall be approved or denied in accordance with the procedures prescribed in this Article , except that the public hearing for applications of renewal conducted before the Board of Commissioners will be held at the last regularly scheduled December meeting of the Board of Commissioners during the calendar year, unless otherwise directed by the Board of Commissioners.

**Sec. 22-268.Transfer of License.**

No license for the sale of a non-traditional tobacco paraphernalia shall be transferable, except upon the death of a licensee, at which time such license may be transferred to the administrator, executor, or personal representative of the estate of the deceased license holder for the balance of the calendar year. If the legal representatives of the deceased license holder cannot personally meet all the requirements of this Article to be issued a license under this Article when the time arrives to renew the license, it shall not be renewed.

**Sec. 22-269. Hearing Required Prior to Suspension or Revocation of License.**

The suspension or revocation of a license ordered by the Board of Commissioners shall be authorized only after the licensee has been provided with notice and opportunity for a hearing regarding the matter before the Board of Commissioners in accord with the procedures established in this Article. The following shall be applicable to the suspension or revocation of licenses issued under this Article:



- (1) Any licensed location which is found to be in violation of this Article shall be subject to license suspension or revocation, and shall also be subject to prosecution for the violation of this Article.
- (2) Every license issued by Lee County for the sale of non-traditional tobacco paraphernalia shall be subject to suspension or revocation in the event that the license holder fails or refuses to promptly account for and pay the excise tax levied on the sale of non-traditional tobacco.
- (3) Except as provided for transfers authorized under this Article, any change in the ownership of a licensee shall authorize the Board of Commissioners to suspend or revoke any license issued under this Article.
- (4) All licensees shall, within six (6) months after the approval of the license issued under this Article, open for business at the licensed location and commence the sale of the product or products authorized by said license. Failure to open the licensed business and commence conducting sales at such location within such six-month period shall authorize the Board of Commissioners to suspend or revoke the license issued under this Article.
- (5) If any licensee who shall for a period of ninety (90) consecutive calendar days ceases to operate the licensed business and thereby ceases to sell the product or products authorized for sale by the license issued under this Article, shall, after said ninety (90) calendar day period, then the Board of Commissioners be authorized to suspend revoke the license issued under this Article.
- (6) A license may be immediately suspended or revoked by the Board of Commissioners after a finding by the Board of Commissioners that a licensee furnished fraudulent or untruthful information in the licensee's application for a license, has omitted information required in the licensee's application for a license, or has failed or refused to pay all fees, taxes, or other charges payable to Lee County which are imposed under the provisions of this Article.
- (7) Whenever the State of Georgia shall revoke any license issued by the State to sell non-traditional tobacco paraphernalia, any license issued to the same person or entity by Lee County shall thereupon be revoked by the Board of Commissioners.
- (8) In the event that, during the term for which a license has been issued by Lee County under this Article, the Board of Commissioners determines that the licensee no longer meets the licensure qualifications established in this Article, the Board of Commissioners shall be authorized to suspend or revoke such license.
- (9) The Board of Commissioners shall be authorized to revoke any license issued under this Article where the Board of Commissioners determines that non-traditional tobacco paraphernalia has been sold or distributed by the licensee at the licensed location during a period of suspension of such licensee's license issued under this Article.
- (10) It shall be a violation of this Article for any licensee or any employee or agent of any licensee or the licensed establishment to permit any person to engage in any activity on the licensed premises which is in violation

any federal laws, state laws, or county ordinances, or any regulations promulgated thereunder. Such violation shall authorize the Board of Commissioners to suspend or revoke a license issued under this Article.

- (11) Any violation of federal law, state law or local ordinance, or regulations promulgated thereunder involving to the unlawful sale of alcoholic beverages, unlawful gambling, or the violation of the Georgia Controlled Substances Act, shall authorize the Board of Commissioners to suspend or revoke a license issued under this Article.

**Sec. 22-270. Sales to Persons under 21 Years of Age.**

No licensee, employee of any licensee, or other person shall sell or permit to be sold any item of non-traditional tobacco paraphernalia or tobacco product to any person who has not reached the age of 21.

**Sec. 22-271. Screening of Inventory.**

Each licensee shall maintain its entire inventory of non-traditional tobacco paraphernalia and any additional line of devices for sale in a screened room. No licensee shall either sell or offer to sell any non-traditional tobacco paraphernalia to any persons under the age of 21 years; nor shall any licensee allow persons under the age of 21 years to enter the screened room

**Sec. 22-272. Authority of Lee County Sheriff to Inspect the Licensed Location.**

Sworn officers of the Lee County Sheriff's Office shall have the authority to inspect the licensed location during the hours when the licensed business is open for business. Such inspections shall be made for the purpose of verifying compliance with the requirements of this Article and federal and state law. This subsection is not intended to limit the authority of any other federal, state, or local law enforcement to conduct inspections of the licensed business which are authorized in accord with other provisions of law.

**Sec. 22-273. Posting of License at Licensed Premises.**

The license for the sale of non-traditional tobacco paraphernalia and any license for the sale of any additional line of devices issued under the Article shall be posted conspicuously in the place of business for which such license is issued.

**Sec. 22-273. Visibility of Interior of Licensed Premises from Outside of Premises.**

It shall be unlawful to operate a non-traditional tobacco paraphernalia establishment with storefront windows which have material or glazing applied or affixed to the windows which reduces visibility into the licensed place of business from the exterior of such business. Non-traditional tobacco paraphernalia establishments shall also ensure that storefront windows are not blocked by curtains, blinds, or any other screening material during those times when the establishment is occupied by patrons or is open to the public.

**Sec. 22-274. Enforcement of Violations of Article.**

(a) Any violation of this Article shall subject the licensee to suspension or revocation of such license by the Board of Commissioners after notice and hearing to the licensee. Any such suspension shall be for not less than ten (10) calendar days and not more than one hundred eighty (180) calendar days as determined by the Board of Commissioners in light of the seriousness or severity of the violation.

(b) For any license suspension of less than 30 days, the licensee will not be required to remove non-

traditional tobacco paraphernalia from the premises, but shall be required to secure with lock and chain all non-traditional tobacco paraphernalia in an on premise locked storage area out of view of the public.

(b) Nothing contained in this Article shall be construed to preclude the Board of Commissioners from revoking the license issued under the Article if the board determines in its discretion that such action is necessary and in the best interest of the health, safety, and welfare of the public.

(c) Nothing in this Article shall be construed to prohibit or prevent any licensee or other person who pleads guilty, who pleads nolo contendere, or who is found guilty by the Court, from being punished in the Lee County Magistrate Court in accord with the provisions of Chapter 1, Sec. 11-12 of the Code of Ordinances of Lee County.

**Sec. 22-275. Effective Date.**

This ordinance shall become effective upon the first day of the first calendar month after this ordinance is adopted by the Board of Commissioners. No licenses shall be issued in accord with the provisions of this Article with an effective date prior to January 1, 2026. Any existing business which may become subject to licensure in accord with this ordinance as of January 1, 2026 shall be authorized to continue to do business in accord with the provisions of its 2025 business license for the term of such business's existing business license as long as the business license is not suspended or revoked during the term thereof for a reason or reasons authorized by this Article. No Lee County business license shall be issued for any existing business which would be required to be licensed in accord with this Article after December 31, 2025 unless such business is properly licensed in accord with the Article. No Lee County business license shall be issued a new business which would be located in the unincorporated area of Lee County between the effective date of this ordinance and December 31, 2025 where such business would require a license issued in accord with this Article to operate in Lee County on or after January 1, 2026.

PLEASE RETURN TO:  
Wallace D/ Bonner, Jr.  
Moore, Clarke, DuVall & Rodgers, PC  
P.O. Drawer 71727  
Albany, GA 31708-1727  
MCDR File No. 8712.014

**QUIT CLAIM DEED**

STATE OF GEORGIA  
COUNTY OF LEE

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty-Five (2025), between **LEE COUNTY BOARD OF COMMISSIONERS**, as Party of the First Part, hereinafter called "Grantor and **ARTESIAN HOLDINGS, LLC, a Georgia limited liability company**, as Parties of the Second Part, hereinafter called "Grantees" (the words "Grantor" and "Grantees" to include their respective heirs, personal representative, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of *One (\$1.00) Dollar and other valuable considerations* in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said Grantees, all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

All that tract or parcel of land lying and being in Land Lot 263 of the Second Land District of Lee County, Georgia and being all of that certain strip of land designated as "60' R/W Reserved" located between Lot 2 and Lot 3 on the "Plat Property of W.M. Story Estate", as recorded in Plat Cabinet C, Slide C-157, in the Office of the Clerk of the Superior Court of Lee County, Georgia, which plat is incorporated herein for all purposes.

with all rights, members and appurtenances to the said premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said

Grantor nor any other person or persons claiming under the Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

LEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chairperson

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: County Clerk

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, in the presence of:

UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

Deed to Artesian



eFiled & eRecorded  
DATE: 4/17/2024  
TIME: 10:20 AM  
DEED BOOK: 02473  
PAGE: 00035 - 00039  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$800.00  
PARTICIPANT ID: 2309299029  
CLERK: Sara Clark  
Lee County, GA  
PT61: 088-2024-000315

Please Return To:

Moore, Clarke, DuVall & Rodgers, P.C.  
2829 Old Dawson Road  
Albany, GA 31707  
MCDR File No.: 8712.013

### LIMITED WARRANTY DEED

STATE OF Georgia  
COUNTY OF Lee

THIS INDENTURE, made this 16th day of April, in the year 2024, between **Robert L. Joiner, Jr. and Jan Joiner Santos and Jane Walker Joiner**, as Party of the First Part, hereinafter called "Grantor", and **Artesian Holdings, LLC**, a Georgia limited liability company, as Party of the Second Part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their legal representatives, heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

**Tract 1 (Tax Parcel: 029B 020):**

All that tract or parcel of land lying and being in Land Lots 262 and 263 of the Second Land District of Lee County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the southwest margin line of U.S. Highway 82 (State Route 50) with the south margin line of Story Land as said intersection is more particularly shown on the plat of the subdivision of Story Acres Estates as recorded in Plat Book D, Page 164 (Plat Cabinet B, Slide 122), in the office of the Clerk of Superior Court of Lee County, Georgia, run thence in a southeasterly direction along the southwest margin line of said U.S. Highway 82 for a distance of 293.04 feet to the southeast corner of Lot 53 of said Story Acres Estates, which is the POINT OF BEGINNING; from said point of beginning run thence south 45 degrees 18 minutes east along the southwest margin line of said U.S. 82 for a distance of 2,017.58 feet to a point; run thence south 14 degrees 07 minutes 30 seconds west along an existing old fence line for a distance of 1,107.32 feet to a point in the center of a graded county road; run thence south 88 degrees 51 minutes 37 seconds west along the center of said graded county road for a distance of 965.28 feet to a point; continue thence along the center of said graded county road south 85 degrees 49 minutes 38 seconds west for a distance of 449.25 feet to a point; continue thence along the center of said graded county road north 86 degrees 01 minute 25 seconds west for a distance of 640.85 feet to a point; continue thence along the center of said graded county road south 87 degrees 03 minutes 37 seconds west for a distance of 391.82 feet to a point; run thence north 00 degrees 28 minutes east along the eastern edge of Story

Limited Warranty Deed  
Page 2

Acres Estates for a distance of 1,620.63 feet to a point; continue thence in a northeasterly direction along the eastern boundary of said Story Acres Estates around a curve to the right (curve delta of 63 degrees 05 minutes; radius 440.01 feet; tangent of 270.08 feet) for an arc distance of 484.46 feet to a point; continue thence along the southeast boundary of said Story Acres Estates north 63 degrees 33 minutes east for a distance of 1,142.68 feet to the point of beginning; said property containing 119.67 acres and being more particularly described according to a topographical survey of part of Land Lots 262 and 263 of the Second Land District of Lee County, Georgia, dated August 1, 1978, by Malcolm Burns, Georgia Registered Land Surveyor; LESS AND EXCEPT: (a) Lots 3, 5, 6 and 10 of the Property of W. M. Story Estate, according to the plat of survey thereof recorded in Plat Cabinet C, Slide C-157, in the office of the Clerk of Superior Court of Lee County, Georgia; and (b) that portion of the above described property conveyed to Lee County by right of way deed recorded in Deed Book 203, Page 172, Lee County land records.

This is the property conveyed by Robert L. Joiner, Executor of the Estate of Jackie Walker Joiner, deceased, to Jane Walker Joiner, Jan Joiner Santos, and Robert L. Joiner by Corrective Deed of Assent recorded September 24, 1999 in Deed Book 433, Page 290, Lee County, Georgia Public Deed Records.

LESS AND EXCEPT the following:

(1) All of Lots 1-16, inclusive, and the "Holding Pond" which are shown on the "Plat Property of W. M. Story Estate" as recorded in Plat Cabinet C, Slide C-157, Lee County, Georgia Public Deed Records, which plat is incorporated herein for all purposes;

(2) All of Lots 54-68, inclusive, as shown on the plat entitled "A Minor Subdivision - Story Acres Estates, Section Four" as recorded in Plat Cabinet E, Slide E-18, Lee County, Georgia Public Deed Records, which plat is incorporated herein for all purposes.

(3) All that tract or parcel of land conveyed by Jane Walker Joiner, Jane Joiner Santos, and Robert L. Joiner, Jr. to Old Ben Hill, LLC by Warranty Deed recorded February 6, 2017 in Deed Book 1901, Page 194, Lee County, Georgia Public Deed Records, and more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 262 and 263 of the 2nd Land District of Lee County, Georgia and being more particularly described as follows:

COMMENCE at the intersection of the east right of way of Story Lane (60' right of way) with the south lot line of Lot 37 of Story Acres Subdivision (Plat Book D, Page 164) which is also the north right of way line of Tuxedo Lane and go thence south 89 degrees 54 minutes 47 seconds east a distance of 348.54 feet to the POINT OF BEGINNING of the tract herein conveyed and described. From this Point of Beginning go thence north 00 degrees 05 minutes 13 seconds east a distance of 537.58 feet to the point of beginning of a curve go thence along a curve to the right (curve Delta 63 degrees 03 minutes 29 seconds, radius 440.01', chord 460.19 feet) a distance of 484.26 feet, go thence north 63 degrees 08 minutes 42 seconds east a distance of 774.99 feet to a point, which is also the northwest corner of Lot 16 of W. M. Story Estate (Plat Cabinet C, Slide C-157) go thence south 45 degrees 40 minutes 11 seconds east a distance of 1194.40 feet to a point marked by an iron pin, go thence south 44 degrees 20 minutes 38 seconds west along the northern line of an existing storm water management pond a distance 279.85 feet to a point, go thence south 45 degrees 39 minutes 13 seconds east along the

Limited Warranty Deed  
Page 3

boundary line of the existing storm water management pond a distance of 450.09 feet to a point, go thence south 18 degrees 54 minutes 50 seconds west a distance of 730.96 feet to a point, which is also the north intersection of the common lot boundary line of Lot 65 and Lot 66 of Story Acres Estates, Section Four (Plat Cabinet E, Slide E-18), go thence south 88 degrees 09 minutes 41 seconds west a distance of 409.42 feet to a point, go thence south 00 degrees 08 minutes 29 seconds west a distance of 272.33 feet which is also the northern right of way line of Marlow Lane (60' right of way), go thence south 85 degrees 20 minutes 31 seconds west a distance of 60.21 feet along the right of way line of Marlow Lane to a point, go thence north 00 degrees 08 minutes 29 seconds east a distance of 262.00 feet to a point, go thence north 89 degrees 37 minutes 04 seconds west a distance of 399.74 feet to a point, go thence north 86 degrees 20 minutes 43 seconds west a distance of 500.72 feet to a point, go thence south 00 degrees 07 minutes 36 seconds west 272.33 feet to a point on the northern right of way line of Marlow Lane (60' right of way), go thence south 86 degrees 42 minutes 06 seconds west a distance of 60.11 feet along Marlow Lane to a point, go thence north 00 degrees 07 minutes 36 seconds east a distance of 262.41 feet to a point, go thence south 86 degrees 42 minutes 30 seconds west a distance of 250.07 feet to a point, go thence north 00 degrees 05 minutes 13 seconds east a distance of 782.83 feet to the point of beginning of the tract herein described and conveyed. The tract of real property contains 70.926 acres, more or less, and it is labeled as Tract A according to the plat of survey dated January 31, 2017, Larry Burnsed, Registered Georgia Land Surveyor.

**Tract 2 (Tax Parcel: 029B 017):**

All that tract or parcel of land lying and being in Land Lots 262 and 263 of the 2nd Land District of Lee County, Georgia, and being all of Lot 2 shown on the "Plat Property of W. M. Story Estate", as recorded in Plat Cabinet C, Slide C-157, Lee County, Georgia Public Deed Records, which plat is incorporated herein for all purposes.



**Tract 3 (Tax Parcel: 029B 018):**

All that tract or parcel of land lying and being in Land Lots 262 and 263 of the 2nd Land District of Lee County, Georgia, and being all of Lot 1 shown on the "Plat Property of W. M. Story Estate", as recorded in Plat Cabinet C, Slide C-157, Lee County, Georgia Public Deed Records, which plat is incorporated herein for all purposes.



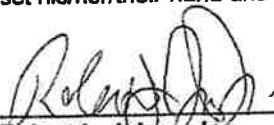
The above-described property is conveyed subject to any and all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, his/her/their heirs and assigns, forever in FEE SIMPLE.

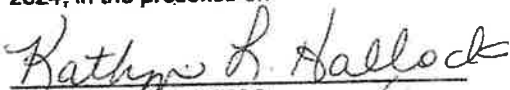
AND THE SAID Grantor, for his/her/their successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said Grantee, against the claims of all persons owning, holding or claiming by, through or under the said Grantor.


Limited Warranty Deed  
Page 4

IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their hand and affixed its seal, on the day and year first above written.

  
\_\_\_\_\_(SEAL)  
Robert L. Joiner, Jr.

Signed, sealed and delivered  
this 15<sup>th</sup> day of April,  
2024, in the presence of:

  
\_\_\_\_\_  
UNOFFICIAL WITNESS

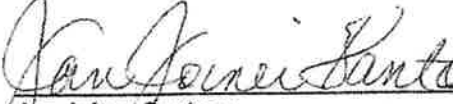

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 09-06-2027

(Affix Notary Seal)




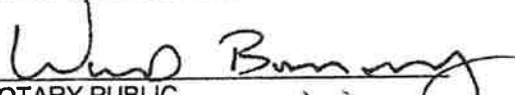
Limited Warranty Deed  
Page 5

IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their hand and affixed its seal, on the day and year first above written.

  
Jan Joiner Santos (SEAL)  
  
Jane Walker Joiner (SEAL)

Signed, sealed and delivered  
this 16th day of April,  
2024, in the presence of:

  
UNOFFICIAL WITNESS

  
NOTARY PUBLIC  
My Commission Expires: 8/8/2026

(Affix Notary Seal)



Recorded

Plat W. M. Story

Estate

P. C. C Slide C-157





Proposed Replat  
of Lots 1 & 2  
Star-1 Estate

# Exhibit "A"

APPROVAL BY LEE COUNTY PLANNING AND ZONING

DATE

ORIGINAL LOT (1990)

CLIENT OF COURT'S RECORDING BOOK

WILSON POND  
W.M. STONY ESTATE  
P.C. S. SIDE C-157  
04/09/98

TOTAL AREA OF THESE 2 LOTS IS 2.87 ACRES

FRONT YARD SETBACK - 10'  
SIDE YARD SETBACK - 10'  
REAR YARD SETBACK - 10'

NET LOTS MAY BE PRESENT ON THIS PROPERTY. NEGLIGIBLE AREAS PROPOSED AS SETBACKS ARE SHOWN IN THE AREA AND SHOWN FOR INFORMATION PURPOSES ONLY. THE LOTS ARE SUBJECT TO THE REGULATORY BRANCH, P.A. BOOK 606, CHAPTER 1, SECTION 1-101.

BEFORE ANY BUILDING ACTIVITY BEGINS, THE LEE COUNTY PLANNING AND ZONING DEPARTMENT SHALL REVIEW THE SITE PLAN AND THE LOTS SHALL BE RECORDED IN THE AREA AND SHOWN FOR INFORMATION PURPOSES ONLY. THE LOTS ARE SUBJECT TO THE REGULATORY BRANCH, P.A. BOOK 606, CHAPTER 1, SECTION 1-101.

THE SUBJECT PROPERTY IS LOCATED IN ZONE X (GENERAL COMMERCIAL) AS SHOWN ON THE ANNUAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP COMMUNITY-FLOOD PROGRAM. AS SHOWN ON THE ANNUAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP COMMUNITY-FLOOD PROGRAM. AS SHOWN ON THE ANNUAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP COMMUNITY-FLOOD PROGRAM.

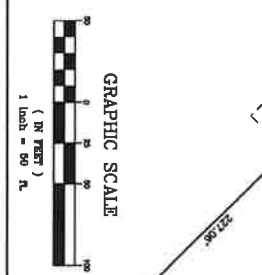
OWNER CERTIFICATION:  
THIS IS TO CERTIFY THAT I, THE TRULY AND LAWFUL OWNER OF THE ABOVE DESCRIBED PROPERTY, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE SUBDIVISION PLAT AND I HEREBY AGREE TO BE BOUND BY THE SAME.

ARTESIAN HOLDINGS, LLC  
AS A SUBDIVISION

SECTION CERTIFICATION:  
I, THE REGISTERED PROFESSIONAL ENGINEER, HAVE REVIEWED THE RECORDING AS SUBMITTED BY ARTESIAN HOLDINGS, LLC AND I CERTIFY THAT THE RECORDING IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE LOCAL ORDINANCES. I HAVE ALSO REVIEWED THE RECORDING FOR CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE LOCAL ORDINANCES. I HAVE ALSO REVIEWED THE RECORDING FOR CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE LOCAL ORDINANCES. I HAVE ALSO REVIEWED THE RECORDING FOR CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE LOCAL ORDINANCES.

DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_

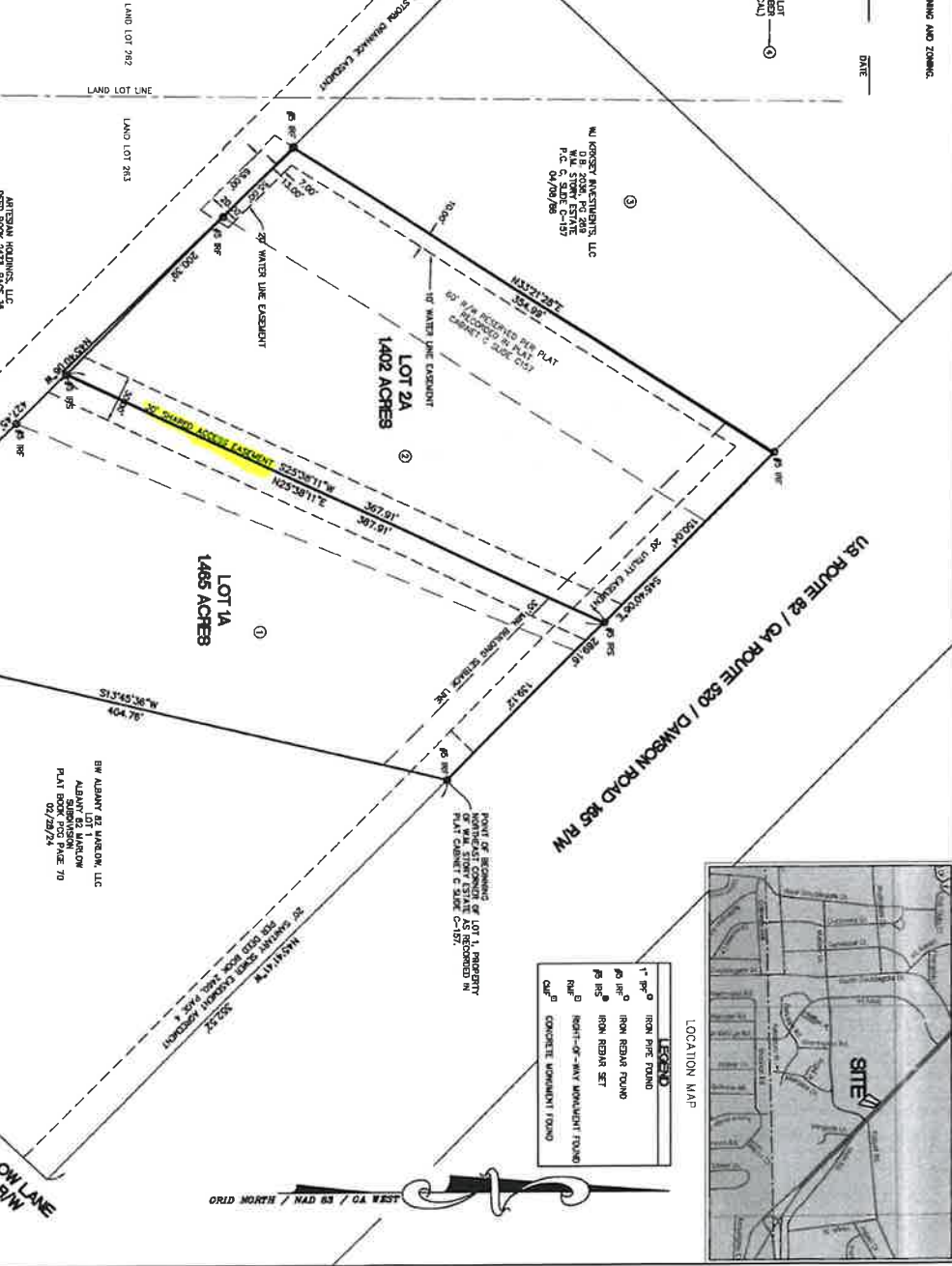
3.00' MIN. TOTAL STATION  
EQUIPMENT USED:  
THE GPS STATION  
HORIZONTAL STANDARD  
LESS THAN 0.05'  
VERTICAL STANDARD  
LESS THAN 0.05'  
D.A. 2013 P.C. 30  
ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM THE COUNTY PLANNING AND ZONING DEPARTMENT.



**LANIER ENGINEERING INC.**  
1504 N. THIRD AVENUE, ALBANY, GEORGIA 31707  
317-217-1111  
WWW.LANIERENGINEERING.COM

**MAJOR SUBDIVISION PLAT**  
**PROPERTY OF ARTESIAN HOLDINGS, LLC**  
THIS PLAT IS A PART OF THE SUBDIVISION PLAT RECORDED IN PLAT BOOK C, PAGE C-157, PART OF LAND LOT 263, SECOND LAND DISTRICT, LEE COUNTY, GEORGIA.

DATE	SCALE	SHEET NUMBER	TOTAL SHEETS
04/09/98	1" = 20'	1	1



- LEGEND**
- 1" P.C. = IRON PIPE FOUND
  - 6" R.P. = IRON REBAR FOUND
  - 6" R.S. = IRON REBAR SET
  - R.W. = RIGHT-OF-WAY WARDMOUNT FOUND
  - C.W. = CONCRETE WARDMOUNT FOUND





Overview



Legend

-  Parcels
-  Roads

<b>Parcel ID</b>	029B 017	<b>Owner</b>	ARTESIAN HOLDINGS LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Commercial		2535 STUART AVE	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	COUNTY UNINCORPORATED		ALBANY, GA 31707	4/16/2024	\$800000	MP	U
<b>Acres</b>	1.19	<b>Physical Address</b>	US 82	7/15/1996	0	GF	U
		<b>Assessed Value</b>	\$238000				

(Note: Not to be used on legal documents)

Date created: 1/28/2025  
 Last Data Uploaded: 1/27/2025 7:15:42 PM

Developed by  **SCHNEIDER**  
 GEOSPATIAL



Undeveloped Artesian Acreage



Lot 2 Story



Lot 1 Story

**RESOLUTION EXTENDING THE TEMPORARY MORATORIUM ON THE  
ACCEPTANCE, CONSIDERATION, AND APPROVAL OF APPLICATIONS FOR  
PERMITTING NEW MULTI-FAMILY RESIDENTIAL HOUSING WITHIN THE  
UNINCORPORATED AREA OF LEE COUNTY; AND FOR OTHER PURPOSES**

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WHEREAS, the Board of Commissioners of Lee County, Georgia adopted a Resolution, effective as of August 13, 2024 at 6:00 p.m. establishing a temporary moratorium (the “Moratorium”) on the acceptance, consideration, and approval of applications for permitting new multi-family residential housing, among other provisions; and

WHEREAS, a true and accurate copy of the Resolution adopting the Moratorium is attached to this Resolution as Exhibit “A”; and

WHEREAS, during the time period while the Moratorium has been in effect, Lee County has commissioned an Economic Survey regarding the economic effect of multi-family housing upon Lee County, which survey has been prepared by W.S.P. for presentation and review by the Lee County Board of Commissioners; and

WHEREAS, the Lee County Board of Commissioners has been presented and has reviewed that Economic Study on the effective date of this Resolution; and

WHEREAS, the Lee County Board of Commissioners has also held a public hearing to hear views from members of the public and others regarding the effects of multi-family housing in the unincorporated areas of Lee County on the effective date of this Resolution; and

WHEREAS, the Board of Commissioners of Lee County, after receipt of such economic study and after holding the public hearing in order to hear from members of the public regarding multi-family developments in Lee County, deem it appropriate to consider amendments to the County’s Zoning Code relative to the siting, approval, location, density, and other matters related to multi-family developments in the unincorporated area of Lee County and deem it appropriate to have amendments to the County’s Code of Ordinances drafted and submitted to the Lee County Planning Commission and to the Board of Commissioners to address issues relating to multi-family housing arising from the economic study and the public hearing; and

WHEREAS, in order to have sufficient time to have prepared such proposed amendments to the County’s Zoning Code, the Board of Commissioners deem it appropriate to extend the Moratorium from its current expiration date of March 15, 2025 until May 30, 2025.

NOW THEREFORE, be it resolved by the Board of Commissioners of Lee County, Georgia, and it is resolved by authority of the same as follows:

1. That the Moratorium on the development of multi-family housing within the unincorporated area of Lee County, which is scheduled set to expire by its terms as of March 15, 2025, is hereby amended so as to extend such Moratorium until May 30, 2025, at midnight, in order for the Board of Commissioners to consider and possibly adopt amendments to the Lee County Code of Ordinances relating to multi-family housing.

2. All of the terms, conditions, and provisions of the Moratorium shall remain in full force and effect until May 30, 2025 and the only amendment, modification, or revision of the Moratorium adopted by this Resolution is to amend and extend the expiration date of the Moratorium to May 30, 2025 at midnight.

BE IT FURTHER RESOLVED that this Resolution shall be effective as of the date and time of its adoption as set out below.

SO RESOLVED effective this 11<sup>th</sup> day of March, 2025 at 6:00 o'clock p.m. by the governing body of Lee County, Georgia.

**Board of Commissioners  
of Lee County, Georgia**

By: \_\_\_\_\_  
Luke Singletary, Chairman

Attest: \_\_\_\_\_  
Payton Harris, Deputy County Clerk