



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA
Effingham County
Georgia
Board of Commissioners

May 03, 2022 – 5:00 PM

Effingham County Administrative Complex
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action Statute (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total \$250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

“Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons.”

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Virtual Meeting Information:

Zoom link:

<https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwZmN2VW9NWUR5OHduQT09>

Phone Number: **1-929-436-2866**

Meeting ID: **883 8758 5556**

Access Code: **645218**

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes**- Consideration to approve the April 19, 2022 work session and regular meeting minutes and the April 21, 2022 work session minutes
- VII. Public Comments** - Agenda Items ONLY
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website

IX. Consent Agenda

1. [2022-220 Agreement]

Consideration to approve to allow the Agreement with The City of Pooler for the use of an inmate work detail to renew for an additional 12 month period

2. [2022-221 Agreement]

Consideration to approve the renewal of an Intergovernmental Agreement for School Resource Officers between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY23

3. [2022-222 Agreement]

Consideration to approve the renewal of the Intergovernmental Agreement with the Georgia Department of Public Safety for antenna/receiver space on the County tower located at the transfer site on Courthouse Road

4. [2022-223 Contract]

Consideration to approve to allow the Contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term from July 1, 2022 to June 30, 2023

5. [2022-224 Agreement]

Consideration to approve the renewal of Accountability Court Agreement (Mental Health/Drug Court)

6. [2022-225 Grant Award]

Consideration to approve to accept a Grant Award from the CRC Senior Center Mini-Grant in the amount of \$6000

7. [2022-226 Grant Award]

Consideration to approve acceptance of a Grant Award from Petco Love Animal Welfare Grant Program in the amount of \$7500

X. Old Business

1. [2022-189 Public Hearing] *Teresa Concannon*

The Planning Board recommends denying an application by **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** for a **conditional use** located at 1105 Stillwell Road to allow for a diesel truck and semi-truck service business, zoned **B-2 Map# 409 Parcel# 49A (Fourth District)** (*this item was postponed from the 04/05/2022 meeting*)

2. [2022-190 Second Reading]

Consideration to approve the Second Reading of an application by **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** for a **conditional use** located at 1105 Stillwell Road to allow for a diesel truck and semi-truck service business, zoned **B-2 Map# 409 Parcel# 49A (Fourth District)** (*this item was postponed from the 04/05/2022 meeting*)

3. **[2022-214 Contract]** *Eric Larson*

Consideration to approve the creation of a pavement management program and Contract with First Step Pavement Management to conduct an assessment of all county roads in the amount of \$57,000 (*this item was postponed from the 04/19/2022 meeting*)

XI. New Business

1. **[2022-227 Agreement]** *Pamela Melser*

Consideration to approve an On-Call Services Task Proposal from Spatial Engineering to extract utility features from scanned as-built records

2. **[2022-228 Agreement]** *Pamela Melser*

Consideration to approve an On-Call Services Task Proposal from Spatial Engineering to scan and catalog Effingham County's hard copy drawing records library

3. **[2022-229 Funds]** *Mark Barnes*

Consideration to approve to merge the Wastewater Treatment Plant fund into the Water & Sewer Operating fund

4. **[2022-230 Resolution]** *Mark Barnes*

Consideration to approve Resolution# 022-023 to amend the Fiscal Year 2021-2022 Budget

5. **[2022-231 Purchase Order]** *Alison Bruton*

Consideration to approve Purchase Order #22-17-001 with scDataCom for the new camera system for the Effingham County Sheriff's Office and Jail

6. **[2022-232 Agreement]** *Alison Bruton*

Consideration to approve an Agreement with RICOH for a new copier for the Tax Commissioners Office

7. **[2022-233 Agreement]** *Alison Bruton*

Consideration to approve an Agreement with Enterprise Fleet Management for the collection and auction of the county's old fleet vehicles

8. **[2022-234 Agreement]** *Alison Bruton*

Consideration to approve an updated Agreement with CoStar for Software used by the Tax Assessor's Office

9. **[2022-235 Resolution]** *Alison Bruton*

Consideration to approve Resolution# 022-024 for surplus of items

10. **[2022-236 Change Order]** *Eric Larson*

Consideration to approve Change Order# 4 with Atlas Technical Consultants related to the Effingham Parkway Intersections

11. **[2022-237 Contract]** *Eric Larson*

Consideration to approve a Contract related to the realignment of Courthouse Road at McCall Road

12. [2022-238 Contract] *Eric Larson*

Consideration to approve a Contract Amendment with Hussey, Gay & Bell for the Blue Jay Water Main Extension (Loop B)

XII. Reports from Commissioners & Administrative Staff

1. Discussion on the General Fund operating reserve and General Fund Balance policy

XIII. Executive Session - Discussion of Personnel, Property and Pending Litigation

XIV. Executive Session Minutes -Consideration to approve the April 19, 2022 executive session minutes

XV. Planning Board - 6:00 pm

1. [2022-239 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Dee A. Griffin** to **rezone** 4.94 acres located at 384 Zipperer Road from **AR-1** to **AR-2**, to allow for the separation of a home site **Map# 396 Parcel# 56** in the Second District

2. [2022- 240 Second Reading]

Consideration to approve the Second Reading of an application by **Dee A. Griffin** to **rezone** 4.94 acres located at 384 Zipperer Road from **AR-1** to **AR-2**, to allow for the separation of a home site **Map# 396 Parcel# 56** in the Second District

3. [2022- 241 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Steven Reid** as Agent for **Paul E. Bruner** to **rezone** 0.8 acres located at 205 Pitts Road from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel **Map# 244 Parcel# 9**, in the Third District

4. [2022- 242 Second Reading]

Consideration to approve the Second Reading of an application by **Steven Reid** as Agent for **Paul E. Bruner** to **rezone** 0.8 acres located at 205 Pitts Road from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel. **Map# 244 Parcel# 9**, in the Third District

5. [2022- 243 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Hubert T. Griner Jr.** to **rezone** 3.21 acres located at 1360 Highway 17 South from **AR-2** to **AR-1** to allow for combination with an adjacent parcel **Map# 296 Parcel# 49**, in the Third District

6. [2022- 244 Second Reading]

Consideration to approve the Second Reading of an application by **Hubert T. Griner Jr.** to **rezone** 3.21 acres located at 1360 Highway 17 South from **AR-2** to **AR-1** to allow for combination with an adjacent parcel **Map# 296 Parcel# 49**, in the Third District

7. [2022- 245 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **James M. Carlson** to **rezone** 3.87 acres located at 2077 Highway 119 North from **AR-1** to **AR-2** to allow for a 5-lot subdivision **Map# 387 Parcel# 1** in the Third District

[8.](#) [2022- 246 Second Reading]

Consideration to approve the Second Reading of an application by **James M. Carlson** to **rezone** 3.87 acres located at 2077 Highway 119 North from **AR-1** to **AR-2** to allow for a 5-lot subdivision **Map# 387 Parcel# 1** in the Third District

[9.](#) [2022-247 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Reuben E. Jenkins III** requests to **rezone** 1.05 acres located at 351 Webb Road from **AR-1** to **B-2** to allow for commercial use **Map# 389 Parcel# 18**, in the Fourth District

[10.](#) [2022-248 Second Reading]

Consideration to approve the Second Reading of an application by **Reuben E. Jenkins III** requests to **rezone** 1.05 acres located at 351 Webb Road from **AR-1** to **B-2** to allow for commercial use **Map# 389 Parcel# 18**, in the Fourth District

[11.](#) [2022-249 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Gary Ferrell** for a **variance** from section 3.3 to reduce required accessory building setbacks, located at 1129 Ralph Rahn Road to allow for a replacement accessory structure, zoned **R-1. Map# 391B Parcel# 2** in the Fourth District

[12.](#) [2022-250 Second Reading]

Consideration to approve the Second Reading of an application by **Gary Ferrell** for a **variance** from section 3.3 to reduce required accessory building setbacks, located at 1129 Ralph Rahn Road to allow for a replacement accessory structure, zoned **R-1. Map# 391B Parcel# 2** in the Fourth District

[13.](#) [2022-251 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Braly Investments** as Agent for the **Estate of Robert North** to **rezone** 85 (+/-) acres located on Zittrouer Road from **R-1** to **R-6** to allow for the future development of a residential subdivision **Map# 352 Parcel# 79** in the First District

[14.](#) [2022-252 Second Reading]

Consideration to approve the Second Reading of an application by **Braly Investments** as Agent for the **Estate of Robert North** to **rezone** 85 (+/-) acres located on Zittrouer Road from **R-1** to **R-6** to allow for the future development of a residential subdivision **Map# 352 Parcel# 79** in the First District

[15.](#) [2022-253 Sketch Plan] *Teresa Concannon*

The Planning Board recommends approving an application by **Braly Investments** as Agent for the **Estate of Robert North** for a **sketch plan** for “North Tract Subdivision”, a single-family residential development located on Zittrouer Road, zoned **R-1, (proposed zoning R-6) Map# 352 Parcel# 79**, in the First District

16. [2022-254 Public Hearing] *Teresa Concannon*

The Planning Board recommends denying an application by **Catalyst Investment Partners, LLC** as Agent for **Ernest J. Oetgen** requests a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, to accommodate a proposed industrial development located on Godley Road, zoned **I-1. Map# 399 Parcel# 3R**, in the First District

17. [2022-255 Second Reading]

Consideration to approve the Second Reading of an application by **Catalyst Investment Partners, LLC** as Agent for **Ernest J. Oetgen** requests a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, to accommodate a proposed industrial development located on Godley Road, zoned **I-1. Map# 399 Parcel# 3R**, in the First District

18. [2022-256 Sketch Plan] *Teresa Concannon*

The Planning Board recommends denying an application by **Catalyst Investment Partners, LLC** as Agent for **Ernest J. Oetgen** for a **sketch plan** for "Stagecoach Industrial Site". Located on Godley Road, zoned **I-1 Map# 399 Parcel# 3R** in the First District

19. [2022-257 Sketch Plan] *Teresa Concannon*

The Planning Board recommends approving an application by **Brett Bennett** as Agent for **Greenland Developers, Inc.** for a **sketch plan** for: "Goshen Ext. Apartments" located off of Goshen Commercial Park Drive, a 408-unit multifamily development on 34.6 acres, zoned **B-2. Map# 465 Parcels# 2, 2A, 2B, 2C** in the Fifth District

20. [2022-258 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **K&M Effingham Properties, LLC** for a **variance** from *Section 3.4 -Buffers* to reduce required vegetative buffers for an industrial property located at 1204 Mill Pond Road. **Map# 446 Parcel# 7C**, in the Fifth District

21. [2022-259 Second Reading]

Consideration to approve the Second Reading of an application by **K&M Effingham Properties, LLC** for a **variance** from *Section 3.4 -Buffers* to reduce required vegetative buffers for an industrial property located at 1204 Mill Pond Road. **Map# 446 Parcel# 7C**, in the Fifth District

22. [2022-260 Sketch Plan] *Teresa Concannon*

The Planning Board recommends approving an application by **Linda Sims** as Agent for **K&M Effingham Properties, LLC** for a **sketch plan** for: "ACTION OVERHEAD DOOR WAREHOUSES" located at 1204 Mill Pond Road, zoned **I-1. Map# 446 Parcel# 7C** in the Fifth District

XVI. Adjournment

Staff Report

Subject: Consideration to allow the agreement with The City of Pooler for the use of an inmate work detail to renew for an additional 12 month period.

Author: Alison Bruton, Purchasing Agent.

Department: Purchasing and Prison

Meeting Date: 05-03-2022

Item Description: Inmate Work Detail Agreement with the City of Pooler

Summary Recommendation: Staff recommends allowing the Agreement between the City of Pooler and Effingham County for the use of an inmate work detail to renew for an additional one-year term from July 1, 2022 to June 30, 2023.

Executive Summary/Background:

- The County currently has an Agreement in place with the City of Pooler for the use of an inmate work detail. The term of the Agreement is July 1, 2017 to June 30, 2018 with additional one-year renewals at the end of each term unless otherwise cancelled.
- Effingham County provides a Correctional Supervisor to supervise the work crew. The City of Pooler will reimburse the County for the cost of employing the Correctional Supervisor.
- The City of Pooler supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Pooler pays for fuel to run the vehicle and equipment.
- The City of Pooler pays for the maintenance of the vehicle and equipment.
- The City of Pooler provides all equipment and tools, including safety equipment.
- The cost of the agreement to the City of Pooler is \$75,000.00 per year, which includes the cost of employing the Correctional Supervisor.
- The Agreement can be terminated at any time, by either party with 90 days written notice to the other party.
- The City Manager of Pooler has confirmed that the City would like to renew the Agreement for an additional one year term.

Alternatives for Commission to Consider

1. Board approval to allow the Agreement between the City of Pooler and Effingham County for the use of an inmate work detail to renew for an additional one-year term from July 1, 2022 to June 30, 2023.
2. Cancel the Agreement between the City of Pooler and Effingham County for an inmate work detail.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: All costs to administer the Agreement are paid by the City of Pooler.

Attachments:

Work detail Agreement.

State of Georgia
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF POOLER, GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates pursuant to a contract with the Georgia Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and

WHEREAS, the City of Pooler, Georgia hereinafter referred to as "the City of Pooler" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Pooler;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH:

PART A

Effingham County and the City of Pooler agree to the following:

- (1) Effingham County shall supply to The City of Pooler a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Pooler and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Pooler, Georgia for work detail purposes.
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Pooler, Georgia. The City of Pooler shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Pooler, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Pooler, Georgia as well as between work sites within The City of Pooler.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Pooler work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Pooler. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) The City of Pooler will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Pooler, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1(33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Pooler equipment.
- (8) The City of Pooler shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.
- (9) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Pooler's Public Works Director prior to performing the maintenance. The City of Pooler shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.
- (10) The City of Pooler shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Pooler shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Pooler Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Pooler will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days

of receipt. The total cost under this agreement is seventy-five thousand Dollars (\$75,000) per year. This will be prorated for the initial term of June 6, 2017 through June 30, 2018 for a total cost of eighty thousand two hundred eight dollars and 33 cents (\$80,208.33). This cost includes the correctional supervisor's salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Pooler each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.

- (12) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (13) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.
- (15) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this _____ day of June, 2017, upon execution by all parties and will be in effect for the duration of the year, July 1, 2017 through June 30, 2018. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

The foregoing is agreeable, this 16th day of May, 2017

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attested: S. Johnson
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY PRISON

BY: _____
Victor Walker, Warden

THE CITY OF POOLER, GEORGIA

BY: Michael F. Lamb
Mike Lamb, Mayor

ATTESTED BY: Maribeth Lindler
Maribeth Lindler, City Clerk

Agreement reviewed and approved by County Attorney,

Staff Report

Subject: Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY23.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing / ECSO

Meeting Date: 05-3-2022

Item Description: Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY23.

Summary Recommendation: Staff recommends renewal of the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY23

Executive Summary/Background:

- Unfortunately school violence is a key issue in today's society. There is a need for proactive planning for preventing future school violence. This agreement shows the commitment to collaboration between government entities to help protect children.
- The Agreement commenced in 2018 and allows for annual renewals from July 1 to June 30 each year unless 60 days written notice if given by either party.
- The BOE has a total of 8 school resource officers.
- The FY23 projected budget is approx. \$650,000.00
 - a. BOE share 75%= \$487,500
 - b. BOC share 25% = \$162,500
- The agreement has been previously reviewed and approved by the County Attorney.

Alternatives for Commission to Consider:

1. Board approval to allow the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office to renew for fiscal year 23.
2. Do not renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for fiscal year 23.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / ECSO

Funding Source: Department 17.

Attachments:

Agreement

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM
COUNTY, AND THE EFFINGHAM COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT made and entered into this 2nd day of October, 2018, by and between EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "the County"), EFFINGHAM COUNTY SHERIFF'S OFFICE, acting by and through Jimmy McDuffie in his official capacity as Sheriff of Effingham County, Georgia (hereinafter "the Sheriff's Office"), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education (hereinafter the "School District"),

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff's Office and in coordination with the School District, has instituted and established a School Resource Deputy Program ("the SRD Program") that provides for the placement of Sheriff's Office certified law enforcement officers ("SRDs") within the School District; and

WHEREAS, the School District agrees to implement the SRD Program in certain School District schools; and

WHEREAS, the County, the Sheriff, and the School District desire to establish the guidelines of the SRD Program and have a mutual understanding of the particular roles of each entity in relation to the SRD Program.

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

ARTICLE 1- PURPOSE

The School District, the Sheriff's Office, and the County agree that the purpose of the SRD Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive relationships with law enforcement officers, in the form of SRDs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District grounds; and generally enforcing the laws of the State of Georgia as well as agreed upon county ordinances on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class and ending one week after the last day of class is in regular session at the end of the school calendar, each such period being comprised of 190 School District business days.

ARTICLE 2- POLICY

It is the policy of the Sheriff's Office to maintain a minimum of eight (8) SRDs for the School District. One SRD each shall be assigned to the three middle schools. One SRD each shall be

R. A. L.

assigned to the two high schools. One SRD shall be assigned to the Effingham College & Career Academy. One SRD each shall be assigned to Effingham County High School/Effingham County Middle School and South Effingham High School/South Effingham Middle School, as well as assisting with any other school in the School District as needed. All eight SRDs shall assist with the elementary schools as needed.

ARTICLE 3- CHAIN OF COMMAND

The SRD Program is part of the Sheriff's Office, and all SRDs shall follow the chain of command of the Sheriff's Office. Each SRD shall coordinate activities with the school's administration. All school related activity must be coordinated by each SRD with the principal's office. When an SRD perceives that law enforcement action is required at a school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. The SRDs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SRDs, will remain employees of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRD will report to the Sheriff's Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRD training. Upon request by the School District, scheduling and time permitting, the SRD shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session including sporting events, school registration, and summer school. SRD duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the Sheriff's Office and School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SRDs. SRDs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- § Peace Officers Standards and Training (POST) Certification
- § Demonstrated ability to work well with young people and educators
- § Demonstrated maturity and no history of conduct unbecoming a deputy
- § Skills in interpersonal relationships
- § Skills in de-escalation of conflict and in conflict resolution
- § Must adhere to the Sheriff's Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SRDs

In the event that a principal of a school to which an SRD is assigned believes that the assigned SRD is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRD Supervisor, as designed by the Sheriff. Within a reasonable amount of time after receiving such notification from the superintendent, the SRD Supervisor shall advise the Sheriff of the superintendent's concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRD to mediate or resolve any problems they may determine exist. Additionally, the SRD assigned to the school may immediately be re-assigned to another post by the Sheriff.

R. A. S.

ARTICLE 6- SRD DUTIES AND RESPONSIBILITIES

Each SRD shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- \$ Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting
- \$ Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools
- \$ Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics
- \$ Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities
- \$ Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature
- \$ Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations
- \$ Assist the Sheriff's Office in the investigation of any crimes which occur on School District grounds; the SRD will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRD
- \$ Enforce the law of the State of Georgia
- \$ Communicate with school administrators about law enforcement concerns on School District grounds
- \$ Be present on school grounds during the hours of 8:00am to 4:00pm during the Regular Academic Session when classes are in session, unless away on school-related business or when a situation occurs where law enforcement must respond
- \$ As needed, conduct formal interviews of School District students in accordance with Sheriff's Office policies
- \$ Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff's Office policies
- \$ Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRD regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.
- \$ It is acknowledged that a SRD may be called on as a witness or to participate in the School District's disciplinary or truancy processes. However, the disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRD if he/she believes that an incident involves a violation of Georgia law, after which the SRD shall determine whether a law enforcement response is appropriate. SRDs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees. Violations of School District policies observed by the SRD shall be brought to the attention of the appropriate School District administrator.
- \$ Each SRD shall be responsible for the scheduling of off duty assignments for his/her school
- \$ Attend pre-planning meetings with administration and instruction staff of the SRD's assigned schools for a complete orientation of the SRD Program as needed or when

requested.

ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRD the following materials, training, and facilities, which are deemed essential to the performance of the SRD's duties:

- § A reasonable work space at the school
- § A copy of relevant School District policies and procedures
- § School operations training

ARTICLE 8- SHERIFF'S OFFICE AND COUNTY'S DUTIES AND RESPONSIBILITIES

- § Provide the SRD with the usual and customary office supplies and forms required for the performance of the SRD's duties
- § Provide uniforms and equipment required of law enforcement personnel
- § Provide a vehicle, fuel, and maintenance
- § Provide law enforcement and SRD training
- § Provide Liability and Workers' Compensation Insurance coverage for the SRDs

ARTICLE 9- REVIEW OF SRD PROGRAM

SRD evaluations will occur in June of each year. A SRD supervisor will perform all evaluations.

ARTICLE 10- COMPENSATION

Unless otherwise provided in a separate School Function Security Agreement, all compensation including overtime pay due to SRDs for work performed pursuant to this Agreement, as well as insurance and other benefits, if any, shall be paid to the SRDs by the Sheriff's Office in accordance with the Sheriff's Office payroll procedures. The School District shall pay seventy-five percent (75%) and the County shall pay twenty-five percent (25%) of the total cost described in this paragraph. The County will invoice the School District twice per year for its share of all compensation paid to the SRD for his or her work related to the School District. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the SRD is requested by school administrators to perform additional work outside the SRD's regular duty day during the Regular Academic Session will be solely at the option of the SRD and is governed by a separate School Function Security Agreement. SRDs performing work outside the SRD's regular duty day for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the Sheriff's Office, and the SRD may be disciplined for violating any SOPs or other applicable policies while performing work outside the SRD's regular duty day for the School District. Since the SRD will be in uniform and using equipment and vehicles of the Sheriff's Office while performing work outside the SRD's regular duty day for the School District, the SRD will be considered to be engaged in law enforcement activity and will be covered by the County's liability and workers' compensation insurance while performing such work. SRDs utilized by the Sheriff's Office outside of schools and the Regular Academic Session will be paid by the County.



ARTICLE 11-TERM



This agreement will automatically renew for successive one-year terms commencing on July 1st and ending on June 30th each year unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 12- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

ARTICLE 13- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 14- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

§ To the School District:

Dr. Randy Shearouse, Superintendent
Effingham County School District
405 N. Ash Street
Springfield, Georgia 31329
Facsimile: (912) 754-7033

With a copy to:

James D. Kreyenbuhl, Esq.
Brennan, Harris & Rominger LLP
P.O. Box 2784
Savannah, Georgia 31402
Facsimile: (912) 236-4558

§ To Effingham County:

~~XXXXXXXXXX~~ County Administrator
601 N. Laurel Street

Springfield, Georgia 31329
Facsimile: (912) 754-4157

With a copy to:

Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
P.O. Box 790
Springfield, Georgia 31329
Facsimile: (912) 407-0379

§

To the Sheriff's Office:

Sheriff Jimmy McDuffie
130 E. 1st Street
Springfield, Georgia 31329
Facsimile:

With a copy to:

Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
P.O. Box 790
Springfield, Georgia 31329
Facsimile: (912) 407-0379

ARTICLE 15- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of Georgia.

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ARTICLE 16- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties, and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 17- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 18 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

In conclusion: The SRDs work for the Sheriff in conjunction with the School District Board of Education. The SRDs enforce Georgia State Laws and County Ordinances. The SRD does not enforce School District policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

EFFINGHAM COUNTY SHERIFF'S OFFICE

By: *Jimmy McDuffie*
Jimmy McDuffie, Sheriff

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: *Reginald S. Lopez*

EFFINGHAM COUNTY SCHOOL DISTRICT

By: *Randy Shearouse*
Dr. Randy Shearouse, Superintendent

Staff Report

Subject: Consideration to renew the intergovernmental agreement with the Georgia Department of Public Safety for antenna/receiver space on the County tower located at the transfer site on Courthouse Road.

Author: Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief / EEMA Director

Department: EEMA

Meeting Date: 05-3-2022

Item Description: Renewal of the Intergovernmental Agreement with GA Dept. of Public Safety for antenna/receiver space on the County tower.

Summary Recommendation: Staff recommends Renewal of the Intergovernmental Agreement with GA Dept. of Public Safety for antenna/receiver space on the County tower

Executive Summary/Background:

- The County has an intergovernmental agreement in place with the Georgia Department of Public Safety for antenna/receiver space on the County tower. The term of the intergovernmental agreement is July 1 2018 to June 30 2019 with eight (8) additional one-year renewals at the end of each term unless otherwise cancelled. This is for the fourth renewal from July 1, 2022 to June 30, 2023.
- The fee for the space is \$1.00 per year.
- The County provides standard utility power and back-up generator.

Alternatives for Commission to Consider:

1. Board approval to renew the intergovernmental agreement with the Georgia Department of Public Safety for antenna/receiver space for the period July 1 2022 through June 30 2023.
2. Do not approve the agreement

Recommended Alternative: 1

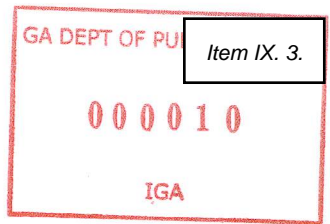
Other Alternatives: 2

Department Review: Purchasing / EEMA

Funding Source: The cost incurred by the County is for standard utility power, upkeep of the tower and upkeep of the back-up generator

Attachments:

1. Intergovernmental agreement with the Georgia Department of Public Safety
2. Renewal Request Letter from the Department of Public Safety Administrative Services



STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019, by and between Effingham County (hereinafter "Landlord") and the Georgia Department of Public Safety, a department of the executive branch of the State of Georgia whose address for purposes of this Agreement is 959 United Avenue SE, Atlanta Georgia 30316 (hereinafter "Tenant").

WHEREAS, Landlord is the custodial agent of certain land located at 181 Recycle Way, Guyton Effingham County, Georgia 31312, **Latitude 32 16 56.9 North, Longitude 081 21 41.2 West** as shown on Exhibit "A", attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the "Premises"); and

WHEREAS, Landlord desires to lease space to Tenant at said Premises, and Tenant desires to lease the "Premises Space" on the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. USE OF RADIO COMMUNICATIONS TOWER

Landlord does hereby agree to lease the Premises Space to the Tenant for the purposes of placing upon the Premises radio equipment (hereinafter referred to as "Equipment"). Said Equipment is inventoried and listed on Exhibit "B" attached hereto and incorporated herein by reference.

2. TERM

This Agreement shall commence on the 1 July 2018 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30 June 2019 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

3. LANDLORD'S FAILURE TO DELIVER PREMISES

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises Space to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the option to terminate based upon the Landlord's failure to deliver the Premises Space then there shall be a total abatement of rent during the period between the date of commencement

[DPS Tenant IGA form 4.24.19]

and the time the Landlord delivers possession of the Premises to the Tenant.

4. RENT

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of One Dollar and 00/100 (\$1.00) per year (hereinafter referred to as “Rent”). All monthly rentals due hereunder shall be paid in advance on or before the 1st day of each calendar month during the Term of this Agreement.

5. RENEWAL OPTIONS

Tenant shall have no option to renew or extend the Term of this Agreement.

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the “Term.”

6. RENEWAL RENTAL RATE

Should Tenant renew this Agreement as provided as provided above, the following rates shall apply:

- a. State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) \$1.00 per year.
- b. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) \$1.00 per year.
- c. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) \$1.00 per year.
- d. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$1.00 per year.
- e. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) \$1.00 per year.
- f. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) \$1.00 per year.
- g. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) \$1.00 per year.
- h. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) \$1.00 per year.

7. TENANT'S RIGHT OF ACCESS

Landlord agrees that Tenant shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement. Free ingress and egress to said Premises is hereby granted to Tenant for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Tenant or persons under their direct supervision will be permitted to enter the Premises. At no time shall the Tenant move equipment belonging to Landlord or other third-party tenants from its original locations, add additional equipment to other equipment belonging to Landlord or other third-party tenants, or remove equipment belonging to Landlord or other third-party tenants from said Premises without the expressed written permission of the Landlord.

8. OPERATION OF EQUIPMENT

Tenant shall install, operate and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Tenant agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of Landlord, or other tenants on the leased premises who are operating within their FCC licenses, or to equipment or transmissions of Landlord, other tenants or other parties, not located on the leased premises, who are operating within their FCC licenses. In the event Tenant's Equipment causes such interference, Landlord shall notify the Tenant and, at its sole cost and expense, Tenant shall take all steps necessary to correct and eliminate such interference. The Landlord will cooperate with Tenant in the resolution of harmful interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Tenant agrees to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Tenant cannot eliminate such interference after using its best efforts to do so, this Agreement shall then immediately terminate without further obligation by either party, except for Tenant's obligation to pay all Rent owed to Landlord under this Agreement up to the date of such termination. If Tenant fails to cease using or operating the Equipment causing such interference beyond the prescribed time-frame of forty-eight (48) hours, Landlord has the right to disconnect the equipment causing such interference. If termination is necessary due to interference, Tenant has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises. In the event that the equipment or transmissions of Landlord or a third-party tenant of Landlord should cause harmful radio interference to the equipment or transmissions of Tenant, and upon written notice by Tenant to Landlord of such interference, Landlord shall attempt to coordinate with Tenant, the third party tenant and the Federal Communications Commission ("FCC") to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant's written notice), Landlord and Tenant

hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

9. EQUIPMENT STIPULATIONS

(a) All Equipment maintained on the Premises by Tenant as of the date of this Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the parties hereto.

(b) Landlord, or his designated representative, shall have the sole right initially and during the Term of this Agreement to:

(1) determine the location of the Equipment,

(2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),

(3) require Tenant to take whatever action is necessary to eliminate objectionable interference by Tenant's Equipment with equipment or transmissions of Landlord or any other tenant of the Premises who are operating within their FCC licenses. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Landlord.

10. UTILITIES

Landlord agrees to pay all utilities associated with the use of the Premises under this Agreement.

11. END OF TERM

At the expiration or termination of this Lease, Tenant shall remove all Equipment from the Premises, which was placed there by Tenant and shall restore the Premises to that condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

12. MAINTENANCE, DAMAGE OR DESTRUCTION

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property within the immediate vicinity of the radio communications tower and equipment building so as to reasonably prevent damage to the Landlord's improvements and the Premises caused by falling trees, limbs, woods or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises untenable, this Agreement may terminate at the option of either party. Tenant shall be responsible for the payment of all Rent due to Landlord through the date of termination. Nothing contained in this Agreement shall be construed as requiring Landlord or Tenant to rebuild all or any portion of the Premises.

13. LIABILITY

[DPS Tenant IGA form 4.24.19]

In connection with Tenant's use of Premises, Landlord shall not be liable to Tenant for any loss or damage, regardless of cause, except damage caused by Landlord's negligence.

14. INSURANCE

The State of Georgia is self-insured and can provide evidence of such upon written request.

15. LIENS

Tenant shall not permit any mechanics, materialman's or other liens to stand against the Premises for any labor or material furnished by the Tenant in connection with work of any character performed on the Premises by or at the direction of the Tenant.

16. EMINENT DOMAIN

If the radio communications tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, this Agreement shall terminate upon the date of such taking, and the Rent shall be apportioned to the date upon which the property is taken. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. DEFAULT

The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any Rent and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of Rent), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

18. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

If to Landlord: Effingham County Board of Commissioners
Attn: Stephanie Johnson
601 North Laurel Street
Springfield, Georgia 31329-6816
(912) 754-2123

If to Tenant: Georgia Department of Public Safety
Attn: Communications Director
959 United Avenue, SE
Atlanta, Georgia 30316
Telephone Number: (404) 430-8235
Alternative: (404) 624-7080

With copy to: State Properties Commission
Attn: Leasing Division
270 Washington Street, Suite 2-129
Atlanta, GA 30334
Telephone Number: (404) 656-2355

Or any such other address as the parties may from time to time designate in writing.

19. ASSIGNMENT

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises Space or any part thereof without prior written consent of the Landlord, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

20. WAIVER

Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

21. BINDING EFFECT

This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. GEORGIA AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

23. SEVERABILITY

[DPS Tenant IGA form 4.24.19]

Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

24. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations between such parties and can be amended, supplemented or changed only by agreement in writing which makes specific reference to this Agreement and which is signed by each party hereto.

(Signatures begin on next page and remainder of page is intentionally blank)

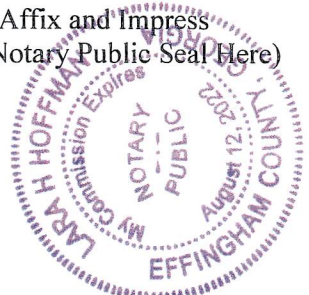
IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered as to Landlord in the presence of:

Lasheena Shiggo
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 8/12/22

(Affix and Impress Notary Public Seal Here)

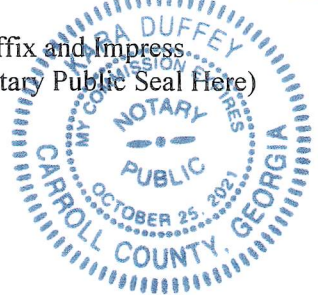


Signed, sealed and delivered as to Tenant in the presence of:

[Signature]
Unofficial Witness

Wanda Duffey
Notary Public
My Commission Expires: 10/25/21

(Affix and Impress Notary Public Seal Here)



LANDLORD:
Effingham County, Georgia

By: Wesley M. Corbett
Name: Wesley M. Corbett
Title: Chairman

Attest: S. Johnson
Name: Stephanie Johnson
Title: County Clerk

TENANT:
The Georgia Department of Public Safety

By: [Signature]
Name: HENRY JEDIG
Title: MAJOR ADJUTANT DPS

Attest: [Signature]
Name: Joan G. Crumpler
Title: Deputy Legal Director, DPS

EXHIBIT A

[Radio Communication Tower Location]

Rincon Tower IGA 0010



Google Earth

Legend
MCCD LAVONIA

EXHIBIT B

[Inventory of Equipment]

1. 1- Base Radio
2. 1- Comprod 870-F2 VHF antenna
3. 1- 7/8" Coax

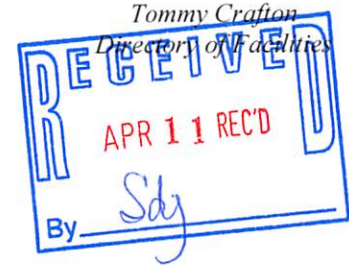


Colonel Christopher Wright
Commissioner

Department of Public Safety
Administrative Services
959 United Ave. S.E.
Atlanta, Georgia 30316
Phone: (404) 624-7080

Lt. Colonel William W. Hitchens
Deputy Commissioner

Major Steve Harrison
HQ Adjutant



April 1, 2022

Effingham County
601 North Laurel Street
Springfield, Georgia 31329-6816

RE: Intergovernmental Agreement Number 000010

FY2023

Dear: Ms. Stephanie Johnson

The Intergovernmental Agreement dated **June 10, 2019** by and between **Effingham County** (“Landlord”) and the Department of Public Safety (“Tenant”) is up for renewal. This IGA provides that Tenant may lease space on Landlord’s premises, as shown on Exhibit “A” to the agreement, including space on Landlord’s radio communications tower and in Landlord’s equipment building.

The IGA includes the following language in Section 5, Renewal Options:

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option.

The Department of Public Safety hereby notifies you of its desire, as Tenant, to exercise its option to extend the Term for a 12-month period beginning **July 1, 2022** and ending **June 30, 2023** under the same terms, conditions, and provisions of the IGA, including the rental rate of One Dollar and 00/100 (\$1.00) per year.

If you have any questions, you are welcome to contact me at **404-624-7800**.

Sincerely,

Tommy Crafton, Director of Facilities, DPS

TC:amf

Staff Report

Subject: Consideration to allow the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term from July 1, 2022 to June 30, 2023.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: 05-03-2022

Item Description: Prison Commissary Contract Renewal

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The County has an agreement in place for prison inmate commissary services with McDaniel Supply Company. The term of the agreement is from July 1, 2016 until June 30, 2019, with annual automatic renewals unless terminated.
- McDaniel Supply Company have been the commissary provider since 2016.
- The County receives 41.2% commission on gross sales less tax.
- \$103,267 was received last fiscal year.

Alternatives for Commission to Consider

1. Board approval to allow the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term from July 1, 2022 to June 30, 2023.
2. Do not approve the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term from July 1, 2022 to June 30, 2023

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing and Prison

Funding Source: None required – system is ‘turn-key’ with all costs being the responsibility of McDaniel Supply Company.

Attachments: Commissary Contract with McDaniel Supply Company

MCDANIEL SUPPLY COMPANY COMMISSARY SERVICE AGREEMENT

THIS COMMISSARY SERVICE AGREEMENT (the “**Agreement**”), is dated effective as of the 17th day of May, 20 16 (the “**Effective Date**”), by and between Effingham County Board of Commissioners, a political subdivision of the State of Georgia (the “**Principal**”), for the Effingham County Prison, located at 321 Hwy 119 South, Springfield, Georgia 31329 (the “**Facility**”), and McDaniel Supply Company, Inc., a Georgia corporation with a principal office located at 1275 East Cherry Street, Jesup, Georgia, 31546 (“**MSC**”). Each of the Principal and MSC is a “**Party**” to this Agreement and shall collectively be the “**Parties.**”

WHEREAS, MSC is in the business of providing commissary services and technologies to inmates on behalf of, and as an agent to, city, county, and state correctional facilities; and

WHEREAS, the Principal desires to avail itself of the commissary services offered by MSC for the purpose of providing materials and supplies to state or county inmates in accordance with the “**Legal Authority**” as applicable to the Facility provided in Section 13 below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for the mutual benefits to be derived from this Agreement, the Parties, each intending to be legally bound, hereby agree as follows.

1. **Appointment.** The Principal hereby appoints MSC as its exclusive supplier of commissary products and services for inmates of the Facility and MSC accepts and assumes such appointment.
2. **Scope of Service.** MSC hereby agrees to perform all services (collectively, the “**Services**”) in accordance with the terms stated in the Request for Proposals No. 16-16-002 dated March 1, 2016 set forth in **Exhibit A**, attached hereto, and incorporated herein by reference (the “**Solicitation**”).
3. **Premises.** The Principal hereby grants to MSC an exclusive, royalty-free, non-sublicensable license, which is irrevocable for the Term of this Agreement, to such space within the Facility necessary to allow MSC to provide Services in accordance with the Solicitation (the “**Premises**”). The Principal shall ensure that the Premises meet all applicable federal, state, and local laws, codes, and ordinances applicable to occupation of the Premises by a commercial operation including maintenance and repair of all structural elements thereof. The Principal covenants and agrees with MSC that so long as MSC keeps and performs all the covenants and conditions to be kept and performed by MSC under this Agreement, MSC shall have quiet, undisturbed, and continued possession of the Premises, free from all claims of any kind, nature,

or description. The Principal shall provide MSC with sufficient and reliable security services for the Premises and utility services (including water, sewage, electricity, gas (as necessary), HVAC, and telephone within the Premises) (collectively, the “**Utilities**”), and shall maintain the Premises in good repair. The Principal shall reimburse MSC for any costs or expenses incurred by MSC to maintain or repair the Premises.

4. **Equipment.**

A. *MSC Obligations.* During the Term of this Agreement and in accordance with the Solicitation, MSC agrees:

- (i) to install all necessary equipment, materials, supplies, tools, labor, insurance, accessories and services necessary to provide the Services as well as any software to support such equipment (the “**Equipment**”);
- (ii) to provide standard maintenance, repair, or replacement of the Equipment, including on-site support during business hours, 24/7 telephone support, custom enhancements, and periodic updates as necessary to provide the Services, but not including custom programming services, training, or troubleshooting for any hardware or equipment not owned by MSC; and
- (iii) to maintain insurance in accordance with the guidelines provided in the Solicitation or, if none, in customary, commercially reasonable amounts.

B. *Principal Obligations.* During the Term of this Agreement and in accordance with the Solicitation, the Principal agrees:

- (i) to maintain reasonable security against unauthorized use of or damage to the Equipment and to discontinue use and notify MSC promptly in the event of any irregularities in the functioning of the Equipment. In the event that the Equipment suffers damage caused by an inmate of the Facility, said inmate’s account shall be charged for all expenses related to its repair; and
- (ii) to implement and maintain security measures with respect to any software installed by MSC (the “**Software**”) that effectively restricts access to the Software only to authorized users, and protects the Software from unauthorized use, alteration, access, publication, and distribution. In no event shall such security measures be less restrictive than those the Principal employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, the Principal shall notify MSC within 24 hours.

C. *Proprietary Rights.* MSC retains all rights, title, and interest in the Equipment, including but not limited to, copyrights, database rights, and other neighboring rights, patents, trade secrets, trademarks, service marks, design rights, proprietary information rights and other intellectual property rights as may currently exist or may be developed by MSC anywhere in the world. The Principal shall not (i) copy (other than for back-up purposes), distribute, rent, lease or sublicense all or any portion of the Equipment; (ii) modify or prepare derivative works of any portion of the Equipment; (iii) use the Equipment in a computer-based services business or publicly display visual output of the Equipment, (iv) transmit any portion of the Equipment over a network, by telephone, or electronically using any means; or (v) reverse engineer, decompile or disassemble the Equipment. The Principal shall not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereon to indicate MSC's ownership. The Principal shall keep the Equipment free from any and all liens and claims, and shall do or permit no act or thing whereby MSC's title or rights may be encumbered or impaired.

D. *Warranties; Damage.* MSC makes no representation, warranties, or conditions, express or implied, statutory or otherwise, other than those herein contained. Upon expiration or termination of the Agreement, the Equipment shall be returned unencumbered to MSC in the same condition as when received by the Principal, reasonable wear and tear resulting from proper use thereof alone excepted. To the extent permitted by state or local law, the Principal shall indemnify and hold MSC harmless against and from all loss, damage, expense or penalty arising from any claim or action on account of personal injury or damage to property occasioned by the unauthorized operation, use, handling, or transportation of the Equipment during the Term of the Agreement, but shall be credited with any amounts received by MSC from insurance.

5. **Commissions and Payments.**

A. *Payments.*

- i. Commissions. MSC agrees to pay the Principal a commission rate of 41.2% on gross sales less sales tax ("**Commissions**"). Commissions will not be paid on non-commissionable sales, including but not limited to, postage stamps, stamped envelopes, etc. Commissions will not be paid on any item the Principal wishes to sell below, at, or near cost. Commissions paid to the Principal shall be paid weekly or otherwise stated by the Principal and shall be delivered to the Principal by the 10th of the following month in which services were rendered.
- ii. Taxes. MSC agrees to pay all taxes, fees, and other assessments imposed by federal, state, local, and other governmental taxing authorities related to the sales and profits of MSC under this Agreement, except for any taxes based on MSC's net income.

B. *Inventory.* Subject to Section 18 below, all commissary inventory required to be provided by MSC pursuant to the Services shall be delivered by MSC to the Facility once a week with the weekday of such deliveries to be determined in good faith by both Parties

C. *Records; Audits.* MSC will maintain and keep on file all records of the Principal's sales for a period of 3 years from the Effective Date of this Agreement. MSC will provide the Principal with records of the Principals' annual sales for the Principal's previous fiscal year each July, and/or upon request. MSC will give the Principal or the Principal's authorized agent the opportunity to inspect such records which are directly relevant to the Principal's purchases. The cost of such audit or inspection will be at the expense of the Principal. The examination of records shall be conducted at the location where such records are maintained by MSC.



6. **Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of 36 months unless otherwise extended or terminated as provided herein. This Agreement shall automatically renew for successive terms of 1 year each, unless either Party notifies the other in writing, at least 60 days before the end of any term year of its election not to renew this Agreement. The initial 36-month term together with any 1-year renewal term shall compose the "**Term**" of this Agreement.

7. **Termination**

A. *Without Cause.* Notwithstanding anything to the contrary herein above or hereinafter set forth, this Agreement may be terminated by either Party at any time without cause or legal excuse by providing the other Party with 60 days' prior written notice of such termination or by mutual written agreement of the Parties.

B. *For Cause.* Notwithstanding anything to the contrary herein above or hereinafter set forth, this Agreement may be terminated immediately by either Party at any time upon written notice to the other in any of the following events:

- i. if the other Party shall commit any breach of the terms of this Agreement and shall not (in the case of a breach capable of being remedied) remedy such breach within 30 days after notice has been served on the breaching Party requiring the same to be remedied; or
- ii. if the other Party shall discontinue its business or have any license or permit required of the Party for the normal operation of its business or for the provision of the Services revoked or suspended for 31 days or more; or
- iii. if the other Party becomes insolvent or shall be made the subject of an administration order or a receiver of its assets shall be appointed or it shall go into liquidation (whether voluntary or otherwise) other than a voluntary

liquidation for the purposes of reconstruction and such status is not cured, discharged, or withdrawn within 90 days; or

- iv. if the other Party has court-established criminal or fraudulent conduct on the part of: (a) in the case of MSC, its officers, directors, or controlling shareholder(s); or (b) in the case of the Principal, its elected or appointed officials (including any officers or shareholders) in such a manner as to either directly or indirectly affect the operations of the Facility.

C. Such remedy of Termination is in addition to such other remedies as may be available by law or as otherwise stated in this Agreement.

8. Representations and Warranties.

A. *Both Parties.* Each Party represents and warrants that it: (i) has the full authority and the legal right to enter into this Agreement and perform its obligations hereunder, (ii) has taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations, and (iii) will comply with all applicable laws, regulations, governmental requirements and standards related to the Services, including, without limitation, product safety laws.

B. *MSC.* MSC warrants that the commissary price list attached hereto as **Exhibit B** is subject to ordinary price increases due to market factors beyond the control of MSC.

C. *Principal.* The Principal represents and warrants that (i) the Facility is owned and/or exclusively operated by the Principal, (ii) the Principal is authorized to enter into this Agreement with respect to the Facility, and (iii) the undersigned is authorized to bind the Facility to this Agreement.

9. Indemnification.

A. *By MSC.*

- i. MSC shall indemnify the Principal against any loss, damage, injury or death caused by MSC's negligent acts or omissions or the negligent acts or omissions of MSC's agents or employees, or losses, damages, injuries or death caused by MSC's negligence and arising out of the consumption or use of the products and services sold or provided pursuant to the Solicitation; *provided, however*, that nothing contained herein shall require MSC to defend or indemnify the Principal for losses, damages, injuries or death arising out of the negligence of the Principal, its agents or employees.

- ii. MSC's obligation to hold the Principal harmless pursuant to the Agreement shall be dependent upon the Principal promptly notifying MSC in writing of any such claims or lawsuits against either MSC or the Principal, but in no event not no later than 30 days after the date the Principal first received notice of such claim or lawsuit, and, forwarded to MSC the summons, complaint and all other documents which relate to said claim or lawsuit no later than 30 days after the date the Principal was served with such documents. Failure of the Principal to notify MSC of any such claim or lawsuit within said 30 day period shall relieve MSC of any and all responsibility and liability under the Agreement to indemnify and hold the Principal harmless.

B. *By the Principal.*

- i. To the extent permitted by state or local law, the Principal shall indemnify MSC against any loss, damage, injury or death caused by the Principal's negligent acts or omissions or the negligent acts or omissions of the Principal's agents or employees, or losses, damages, injuries or death caused by the Principal's negligence and arising out of (a) the provision or maintenance or repair of the Premises or the Utilities; (b) the Principal's actual breach of this Agreement; or (c) negligent, acts or omissions of or by the Principal; *provided, however*, that nothing contained herein shall require the Principal to defend or indemnify MSC for losses, damages, injuries or death arising out of the negligence of MSC, its agents or employees.
- ii. The Principal's obligation to hold the MSC harmless pursuant to the Agreement shall be dependent upon MSC promptly notifying Principal in writing of any such claims or lawsuits against either the Principal or MSC, but in no event not no later than 30 days after the date the MSC first received notice of such claim or lawsuit, and, forwarded to the Principal the summons, complaint and all other documents which relate to said claim or lawsuit no later than 30 days after the date the MSC was served with such documents. Failure of MSC to notify the Principal of any such claim or lawsuit within said 30 day period shall relieve the Principal of any and all responsibility and liability under the Agreement to indemnify and hold MSC harmless.

C. Neither Party shall be liable to the other Party whether by reason of breach of contract, negligence or otherwise for any loss of profit, loss of business, liability to third Parties or for any indirect or consequential losses, even if the Party is informed of such potential losses in advance.

10. Independent Contractor Status. It is mutually understood and agreed that MSC is engaged as an independent contractor and neither MSC nor the Principal are authorized to oblige the other Party or act in the name of the other Party other than as stated in this agreement and it is the intent of the Parties that (i) an independent contractor relationship be and is hereby established under the terms and conditions of the agreement, (ii) the employees of MSC are not nor shall they be deemed to be employees of the Principal, and (iii) the employees of the Principal are not nor shall they be deemed to be employees of MSC. Notwithstanding the foregoing, it is mutually understood and agreed that the establishment and/or management of lobby and booking kiosks and inmate commissary accounts, and the receipt of cash deposits thereto, is a service provided by MSC on behalf of the county for the purpose of providing materials and supplies to state or county inmates pursuant to the Legal Authority as applicable to the Principal provided in Section 13 below.

11. Notices; Invoices. Any notice, invoice, or other communication under this Agreement required hereunder shall be delivered in writing and shall be deemed to have been received: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the following addresses:

To MSC: McDaniel Supply Company
1275 East Cherry Street
Jesup, Georgia 31546

To the Principal: _____
Effingham Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329

12. Governing Law. The laws of the State of Georgia (without giving effect to its conflicts of law principles) govern all matters, including tort claims, arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Effingham County, unless the Parties agree otherwise, or are otherwise required by law.

13. Legal Authority. The following legal authorities apply to this Agreement, as applicable to the Principal:

A. Georgia Code § 42-5-6, as amended from time to time;

14. Breach of Contract; Remedies. Upon breach of this Agreement by either Party, both Parties shall have all remedies available to them in equity and/or at law.

15. Assignment. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party. However, the Agreement shall run with the Principal and its successors.

16. Modification of the Agreement. Notwithstanding any of the provisions of this Agreement, the Parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

17. Waiver. Failure by either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such Party's right to later enforce such provisions.

18. Force Majeure. If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of war, revolution, civil commotion, act of terrorism, blockade, embargo, strike, law, order, proclamation, regulation, ordinance, demand, requirement, fire, flood, storm or other natural or man-made disaster or occurrence which is beyond the reasonable control of the affected Party, the affected Party will, upon giving reasonable notice to the other Party, be excused from performance under this Agreement for the duration of the force majeure condition; provided, however, that the affected Party will use commercially reasonable efforts to avoid or remove the cause of nonperformance and resume full performance under this Agreement.

19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable law, the Parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction will be enforced to the maximum extent permitted by applicable law.

20. Headings; Counterparts. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the Agreement of the Parties, and will not in any way affect the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. This Agreement may also be executed with signatures sent via facsimile or email (in PDF format only), each of which will be deemed an original.

21. Entire Agreement. This Agreement, together with its Recitals and Exhibits, which are incorporated herein by reference, is the entire agreement between the Parties and supersedes all prior discussions, oral or written agreements, understandings and representations, whether verbal or written, with regard to its subject matter. The Parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

{Signatures appear on following page}

MS

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have entered into this Agreement effective as of the Effective Date hereof.

PRINCIPAL: EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Wendall A. Kessler
Signature

By: Wendall A. Kessler
Printed Name

Its: Chairman
Title

Notary Public:

Stephanie Johnson
Signed this 17th day of May, 2016
{Notary Seal}
MSC MCDANIEL SUPPLY COMPANY, INC.

Jerry D. McDaniel
Signature

By: Jerry D. McDaniel
Printed Name

Its: President/CEO
Title

Notary Public:

[Signature]
Signed this 20th day of May, 2015

ALLEN & COOKE JR.
NOTARY PUBLIC
EFFINGHAM COUNTY, GEORGIA
NOV 20, 2018

Staff Report

Subject: Annual renewal of Accountability Court Agreement (Mental Health/Drug Court).

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: 05-03-2022

Item Description: Accountability Court Renewal

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The Board has an Intergovernmental Agreement in place with the Ogeechee Judicial Circuit Accountability Court. The Accountability Court is a combined Drug and Mental Health Treatment Court. Ogeechee Judicial Circuit Superior Court Judge Michael T. Muldrew has previously stated that the Accountability Court is growing rapidly and lives are being positively impacted through the support of the Board of Commissioners through this agreement.
- The County has a considerable amount of criminal offenders that have drug and mental health issues.
- This court is attempting to achieve a reduction in recidivism as well as offering real help to mentally ill offenders in criminal cases, which should increase the likelihood of successful rehabilitation of drug addicted criminals through early, continuous, and intense judicially supervised treatment options.
- This option and last chance court is not only good policy but good community service that can change lives.
- The cost to Effingham County for FY21 was \$10,663.85, and year to date for FY22 is \$5,232. We have received two of four quarterly requests for reimbursement.
- The County attorney has previously reviewed and approved to form the intergovernmental agreement.

Alternatives for Commission to Consider

1. Approve renewal of agreement for FY23.
2. Do not approve renewal of agreement for FY23.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Included in current budget

Attachments: Accountability Court Agreement

**INTERGOVERNMENTAL AGREEMENT FOR THE MENTAL HEALTH/
DRUG COURT FOR THE OGEECHEE JUDICIAL CIRCUIT**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of the 18th day of Dec, 2018 by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA (hereinafter referred to as “Bulloch County”); **EFFINGHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA (hereinafter referred to as “Effingham County”); **JENKINS COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF JENKINS COUNTY, GEORGIA (hereinafter referred to as “Jenkins County”); **SCREVEN COUNTY**, a political subdivision of the State of Georgia acting by and through its governing authority, the BOARD OF COMMISSIONERS OF SCREVEN COUNTY, GEORGIA (hereinafter referred to as “Screven County”); and the **SUPERIOR COURTS OF THE OGEECHEE JUDICIAL CIRCUIT** (hereinafter collectively referred to as the “Court”).

W I T N E S S E T H:

WHEREAS, all of the above parties are concerned about the impact of mental health in the criminal justice system and the frequency of illegal drug use and the related criminal activity which is occurring in our local communities; and

WHEREAS, all of the above parties have declared that pro-active intervention is an appropriate recognized means of curtailing the problem of related mental health impacts and drug abuse in our local communities and criminal justice systems; and

WHEREAS, O.C.G.A. § 15-1-15 provides that any court that has jurisdiction over any criminal case which arises from the use, sale, possession, delivery, distribution, purchase, or manufacture of a controlled substance, noncontrolled substance, dangerous drug, or other drug may establish a drug court division to provide an alternative to the traditional judicial system for disposition of such cases; and

WHEREAS, O.C.G.A. § 15-1-16 provides that to achieve a reduction in recidivism and symptoms of mental illness among mentally ill offenders in criminal cases and to increase their likelihood of successful rehabilitation through early, continuous, and intense judicially supervised treatment, any court that has jurisdiction over a criminal case in which a defendant has a mental illness or developmental disability, or a co-occurring mental illness and substance abuse disorder, may establish a mental health court division to provide an alternative to the traditional judicial system for disposition of such cases; and

WHEREAS, pursuant to O.C.G.A. §§ 15-1-15 and 15-1-16 the Court has established a Drug and Mental Health Court Division (hereinafter referred to as the “Drug/Mental Health Court”) for the Superior Courts in the Ogeechee Judicial Circuit; and

WHEREAS, Bulloch County, as subgrantee, has requested and received One Hundred Sixty-Six Thousand Six Hundred and Forty-Seven and 00/100 Dollars (\$166,647.00) in State Fiscal Year (hereinafter referred to as “SFY”) 2019 for the operation of the Drug/Mental Health Court pursuant to Grant Number #J-19-8-057 from the Georgia Criminal Justice Coordinating Council; and

WHEREAS, Grant Number #J-19-8-057 from the Georgia Criminal Justice Coordinating Council requires a cash match of ten percent (10%) in the amount of Eighteen Thousand Five Hundred Sixteen and 00/100 Dollars (\$18,516.00) out of a cumulative grant budget of One Hundred Eighty-Five Thousand One Hundred Sixty-Three and 00/100 Dollars (\$185,163.00); and

WHEREAS, Bulloch County as subgrantee has requested supplemental grant funding in the amount of Forty Thousand Three Hundred Twenty-Six and 00/100 Dollars (\$40,326.00) in SFY 2019 for expanding the operation of the Drug/Mental Health Court to Effingham County, Jenkins County and Screven County, with the award yet to be determined by the Georgia Criminal Justice Coordinating Council; and

WHEREAS, the yet-to-be determined grant award from the Georgia Criminal Justice Coordinating Council requires a cash match of ten percent (10%) in the amount of Four Thousand Four Hundred Eighty and 00/100 Dollars (\$4,480.00) out of a cumulative grant budget of Forty-Four Thousand Eight Hundred Six and 00/100 Dollars (\$44,806.00); and

WHEREAS, all of the parties desire to participate in the funding and operation of the Drug/Mental Health Court on the terms and conditions set forth herein; and

WHEREAS, all of the parties are authorized to enter into this Agreement in accordance with the provisions of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bulloch County, Effingham County, Jenkins County, and Screven County hereby agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.1 **“Council of Accountability Court Judges”** (hereinafter referred to as “CACJ”) means the council established pursuant to O.C.G.A. § 15-1-18.
- 1.2 **“Criminal Justice Coordinating Council”** (hereinafter referred to as “CJCC”) means the council established pursuant to O.C.G.A. § 35-6A-1 *et seq.*
- 1.3 **“Drug/Mental Health Court Coordinator”** means the person funded by the CJCC grant and employed by Bulloch County to provide non-judicial program oversight for the Drug/Mental Health Court and to adhere to CJCC/CACJ policies and procedures.

- 1.4 **“Drug/Mental Health Court Judge”** means the person responsible for the Drug/Mental Health Court.
- 1.5 **“Fiscal Quarter”** means each three-month period beginning on July 1, October 1, January 1 and April 1.
- 1.6 **Ogeechee Judicial Circuit Mental Health/Drug Court (hereinafter referred to as “Drug/Mental Health Court”)** means that certain Drug/Mental Health Court division established pursuant to O.C.G.A. §§ 15-1-15 and 15-1-16 to provide an alternative sentencing program for eligible participants who have criminal charges relating to either drug use or possession or mental health issues under the jurisdiction of the Superior Courts of the Ogeechee Judicial Circuit operating in Bulloch County, Effingham County, Jenkins County, and Screven County, Georgia.
- 1.7 **“Participant”** means clients who are eligible to receive services from the Drug/Mental Health Court.
- 1.8 **“Participant Agreement”** means an agreement between a Participant and the Drug/Mental Health Court that requires the Participant to abide by certain terms and conditions to complete the program successfully.
- 1.9 **“Service Provider”** means entities who are qualified to provide services that are relevant and useful to Participants to successfully complete the Drug/Mental Health Court program.
- 1.10 **“State Fiscal Year”** means July 1 through June 30 on a recurrent basis.

**ARTICLE II
SCOPE AND AUTHORITY**

- 2.1 **Court’s Duties and Obligations.** Without in any way limiting the inherent authority of the Court over judicial proceedings and functions, the Court’s duties and obligations under this Agreement shall be as follows.
 - 2.1.1 Provision of ongoing judicial oversight of the Drug/Mental Health Court in compliance with O.C.G.A. §§ 15-1-15 and 15-1-16, and with standards promulgated by the Council of Accountability Court Judges.
 - 2.1.2 Assigning, as appropriate and at its discretion, judges to preside over cases involving the Drug/Mental Health Court, and serving as the final authority for adjudication and management of the Drug/Mental Health Court.
 - 2.1.3 Determining the venue for adjudication of cases involving Participants in the Drug/Mental Health Court.

2.1.4. As appropriate or necessary, entering into contracts or memoranda of understanding with qualified Service Providers for Participant counseling, treatment or care.

2.2 **Bulloch County's Duties and Obligations as Fiscal Agent.** Bulloch County shall act as the fiscal agent for the Drug/Mental Health Court and shall have the following duties and obligations with regard thereto.

2.2.1 Bulloch County shall be responsible for ongoing fiscal oversight and financial reporting of the Drug/Mental Health Court.

2.2.2 Bulloch County shall receive and be responsible for proper accounting, management, and expenditure of any funds received for operation of the Drug/Mental Health Court. Such funds may include but are not necessarily limited to: (i) any grant funds received from the Criminal Justice Coordinating Council; (ii) any funds received from Effingham County, Jenkins County, or Screven County pursuant to this Agreement; (iii) Participant fees; and (iv) funds from any other federal, state, local, or private sources that are restricted to or intended for operation of the Drug/Mental Health Court. Disbursement and allocation of funds shall be at the direction of the Drug/Mental Health Court Coordinator and/or Judge, and in accordance with CJCC and CACJ policies and procedures and the annual budget adopted by the governing authority of Bulloch County.

2.2.3 The Drug/Mental Health Court Coordinator and any other personnel serving under his or her supervision shall be employees of Bulloch County and shall be eligible for the same benefits and subject to the same personnel and other policies as all other Bulloch County employees. The Drug/Mental Health Court Coordinator shall be supervised, evaluated, disciplined, and/or terminated by the Drug/Mental Health Court Judge.

2.2.4 Bulloch County shall ensure that the Drug/Mental Health Court Coordinator prepares and submits all proposed annual plans, grant applications, requests for financial reimbursement, budget proposals, and amendments or modifications thereof for approval and authorization by the Court, Bulloch County, Effingham County, Jenkins County, Screven County, the Criminal Justice Coordinating Council, the Council of Accountability Court Judges, and/or other appropriate agencies.

2.2.5 Bulloch County shall develop and maintain financial accounts and records for the Drug/Mental Health Court according to the Uniform Chart of Accounts as administered by the Georgia Department of Community Affairs.

2.2.6 Bulloch County shall authorize and execute such contracts, expenditure authorizations, purchase orders and/or other financial documents as are necessary for the operation of the Drug/Mental Health Court, consistent with federal and

state laws, regulations or guidelines and with Bulloch County’s personnel, financial and administrative policies and procedures.

- 2.2.7 Title to all equipment and other personal property purchased, operated, and/or maintained with funds from grants, cash matches or other sources shall vest in Bulloch County and be used for Drug/Mental Health Court related purposes. If the Drug/Mental Health Court ceases operation, or if any such equipment or other personal property can no longer be used for its grant-funded purpose, the CJCC and CACJ will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia. Bulloch County will execute a bill of sale or any other necessary documentation to convey title as directed by CJCC and/or CACJ. In the event that CJCC and/or CACJ has no use for the available equipment, Bulloch County may dispose of the equipment in accordance with its policies.

**ARTICLE III
FUNDING AND COST REIMBURSEMENT**

3.1 **Duties and Obligations of Bulloch County, Effingham County, Jenkins County, and Screven County for Funding and Cost Reimbursement.** Bulloch County, Effingham County, Jenkins County, and Screven County (the “Counties”) hereby agree to the following terms and conditions for funding and cost reimbursement for the Drug/Mental Health Court.

- 3.1.1 Matching cost requirements for grants awarded by the CJCC for the Drug/Mental Health Court, or any other grantor agency with similar requirements, shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.
- 3.1.2 Direct expenses that are paid for by Bulloch County that support the Drug/Mental Health Court, but are not reimbursed by grant funds, including but not limited to personnel, liability insurance, utilities, office space, cell phones or allowances, information technology services and maintenance, and/or furniture, fixtures or equipment as identified in Bulloch County’s annual General Appropriations Budget, shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.
- 3.1.3 While the percentage distribution may change in the future, the parties acknowledge that for the fiscal year ending June 30, 2019, the population distribution of the most recent official decennial enumeration by the United States Census Bureau results in the following percentages for the financial obligations in

Sections 3.1.1 and 3.1.2: Bulloch County – 47%; Effingham County – 38%; Jenkins County – 6%; and Screven County – 9%.

- 3.1.4. Any Participant fees assessed by the Court for participation in the Drug/Mental Health Court shall be transmitted to Bulloch County and deposited into a restricted fund, and shall only be expended for non-personnel costs for the sole use and benefit of the Participants, including but not necessarily limited to educational and training materials, care and treatment, transportation to receive services, drug testing expenses, and counseling services. Participant Agreements shall include a certification that such fees are for a legitimate expense for the use and/or benefit of the Participants. Bulloch County shall not be obligated to reduce or credit such expenses toward matching cost requirements for grants, referenced in Section 3.1.1, or for other direct expenses referenced in Section 3.1.2 of this Article.
- 3.1.5. Bulloch County shall submit requests for reimbursement pursuant to Sections 3.1.1 and 3.1.2 to Effingham County, Jenkins County, and Screven County on a quarterly basis within twenty (20) calendar days of the close of each Fiscal Quarter. Such requests for reimbursement will include the amount due from each county with supporting documentation including revenue and expense reports with cash balances for fees from Participants.
- 3.1.6. Effingham County, Jenkins County and Screven County shall then have twenty-five (25) calendar days upon the receipt of the reimbursement request to tender appropriate funds to Bulloch County.

ARTICLE IV TERM AND TERMINATION

- 4.1 **Initial Term and Automatic Renewal.** The initial term of this Agreement shall be for one year commencing on July 1, 2018 and ending on June 30, 2019. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing each July 1 unless any of the parties notifies the other parties of its intention not to renew at least ninety (90) days prior to the expiration of the then-current term.
- 4.2 **Termination.** Notwithstanding the provisions of Section 4.1, any party may terminate this Agreement at any time upon providing at least ninety (90) days' notice to the other parties.
- 4.3 **Survival of Accrued Financial Obligations.** Any financial obligations of the parties pursuant to this Agreement that have accrued upon termination or nonrenewal of this Agreement shall survive such termination or nonrenewal and shall be promptly paid.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 **Default or Breach; Dispute Resolution; Remedies.**

- 5.1.1 In the event that any party to this Agreement alleges that any other party is in default or breach of any of the terms, conditions or covenants of this Agreement, the party alleging default or breach may give the other party written notice that specifies the alleged default or breach. The party alleging default or breach shall also send a copy of such notice to the other parties that are not alleged to be in default or breach. The party allegedly in default or breach shall have thirty (30) days to cure the alleged default or breach before the other party may pursue dispute resolution as set forth herein.
- 5.1.2 In the event the party allegedly in default or breach of this Agreement fails to cure the alleged default or breach within thirty (30) days after receiving written notice of same, the party alleging default or breach may send a written demand for mediation to the party allegedly in default or breach. The party alleging default or breach shall also send a copy of such written demand to the other parties that are not alleged to be in default or breach. The parties agree that in the event one party makes a written demand for mediation upon another party in accordance with the provisions of this Agreement, all parties shall participate in good faith in such mediation in an attempt to resolve their dispute or disputes. The parties further agree to share equally the cost of such mediation. Participation in such mediation shall be a condition precedent to the initiation of litigation pursuant to Section 5.1.3.
- 5.1.3 In the event the parties cannot resolve their dispute or disputes through mediation, any party alleging a default or breach of this Agreement by any other party may pursue litigation against the other party, and the other parties shall join the litigation if they are deemed necessary parties. The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement shall exclusively be in the Superior Court of Bulloch County, Georgia. The parties also consent to the assignment of a judge from outside the Ogeechee Judicial Circuit for such litigation to avoid any real or perceived conflict of interest. The parties further agree that, in addition to any other legal or equitable remedies, the prevailing party or parties may recover attorneys' fees and court costs from the non-prevailing party or parties.
- 5.1.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or equity.

- 5.2 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of any party has made any representation or statement, nor are there any other agreements or understandings between or among any of the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein. Any prior

agreements between the parties involving the subject matter of this Agreement are superseded in their entirety by this Agreement.

5.3 **Notices; Other Documents.**

5.3.1 Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests or other communications hereunder shall be in writing and shall be deemed as given (i) when the writing is delivered in person; (ii) one business day after being sent by reputable overnight registered delivery service, charges prepaid; or (iii) three business days after being sent by certified mail with sufficient postage affixed thereon, to any of the parties at the addresses shown below, or at such other addresses as may be furnished by the parties from time to time:

If to Bulloch County:

Thomas M. Couch, County Manager (or the then-current County Manager)
115 North Main Street
Statesboro, Georgia 30458
Phone: (912) 764-6245

If to Effingham County:

Chris Hutchings, Interim County Administrator (or then the current County Administrator)
601 North Laurel Street
Springfield, Georgia 31329
(912) 754-2123

If to Jenkins County:

Grady Saxon, County Manager (or then the current County Manager)
Post Office Box 797
Millen, Georgia 30442
(478) 982-2563

If to Screven County:

Rick Jordan, County Manager (or then the current County Manager)
Post Office Box 159
Sylvania, Georgia 30467
(912) 564-7535

If to The Ogeechee Judicial Circuit:

Michael T. Muldrew, Judge (or then the current Accountability Court Judge)
20 Siebald Street
Statesboro, Georgia 30458
(912) 764-9607

- 5.3.2 The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.
- 5.4 **Time of the Essence.** Time is of the essence of each and every term, provision and covenant of this Agreement.
- 5.5 **Governing Law.** This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.
- 5.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 5.7 **Amendments.** This Agreement may only be amended, supplemented or otherwise modified by a document in writing duly executed and delivered with the same formality of this Agreement by all of the parties. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing.
- 5.8 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under their respective seals as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF BULLOCH COUNTY,
GEORGIA**

By: Roy Thompson
Roy Thompson, Chairman

Attest: Olympia Gaines
Olympia Gaines, Clerk of the Board

[SEAL]



Approved as to form:

Jeff S. Akins
Jeff S. Akins, County Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF EFFINGHAM COUNTY,
GEORGIA**

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attest: Stephanie Johnson
Stephanie Johnson, Clerk of the Board

[SEAL]

Approved as to form:

Lee Newberry
Lee Newberry, County Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF JENKINS COUNTY,
GEORGIA**

By: _____
Hiller Spann, Chairman

Attest: _____
Brittany Shaw, Clerk of the Board

[SEAL]

Approved as to form:

George Rountree, County Attorney

I affirm that this Agreement was duly authorized

by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF SCREVEN COUNTY,
GEORGIA**

Approved as to form:

By: _____
Will Boyd, Chairman

Attest: _____
Lori Boulineau, Clerk of the Board
[SEAL]

Hubert Reeves, County Attorney

**SUPERIOR COURTS OF THE
OGEECHEE JUDICIAL
CIRCUIT**

By: _____
F. Gates Peed, Chief Judge

By: _____
Michael T. Muldrew, Judge

By: _____
Lovett Bennett, Jr., Judge

Staff Report

Subject: Coastal Regional Commission Mini Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/3/22
Item Description: Consideration to accept a grant award from the Coastal Regional Commission Area Agency on Aging (CRC AAA)

Summary Recommendation:

Staff is requesting approval to accept a grant award from the Coastal Regional Commission Area Agency on Aging (CRC AAA).

Executive Summary:

In continued support of Nutrition Services and Adult Day Cay Programs, the Coastal Regional Commission Area Agency on Aging (CRC AAA) is providing mini grants for Senior Centers and Adult Day Care sites. The grant funding is intended for program development and improvements that promote healthy aging and should only be used on materials, training and equipment that enhance nutrition and day care programs.

Background:

1. The awarded funding amount is \$6,000.
2. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve the CRC AAA grant award
2. Do not approve the CRC AAA grant award
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the CRC AAA grant award

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County Senior Citizens Center

Funding Source:

No cost share requirement

Attachments:

CRC AAA Award Letter

MEMORANDUM

TO:

Kelly Ledbetter	Imani Poole	Deidre Light
Buck Johnsen	Darlene Bell	Sally Shuman
Patrick Zoucks	Linda Drake	Azania Butler
Tres Hamilton	Patti Lyons	Theresa Johnson
Regina McDuffie	Darlene Wymes	Diana Rogers
Amy Hewitt	Alex Smith	Kelli Mock

FROM: Rhett Davis, Contracts Administrator

DATE: April 18, 2022

RE: Additional Funding

In continued support of our Nutrition Services and Adult Day Care Programs, the Coastal Regional Commission Area Agency on Aging (CRC AAA) is providing mini grants in the amount of **\$6,000** for Senior Centers and Adult Day Care sites, and **\$3,000** for Mobile ADC sites. The grant funding is intended for program development and improvements that promote healthy aging and should only be used on materials, training and equipment that enhance your nutrition and day care programs. This would include, but is not limited to, items such as paper goods, craft supplies, exercise equipment, learning aides, tables, chairs, computers and software. The funding should **not** be used for facility or structural modifications.

This letter serves as your official notice of this grant award. Please encumber the funds granted by the CRC AAA by June 30, 2022. If you are unable to expend the entire amount, we need to know immediately so that the funding can be used elsewhere. **The CRC AAA will need a copy of invoices/receipts for all purchases made under this grant award before reimbursement can be made.** We further request a brief summary report detailing the benefits of this additional funding. The summary report and receipts should be submitted to the CRC AAA by July 31, 2022. **Invoices and receipts dated after June 30 will not be reimbursed.**

If you have questions regarding allowable expenses under this grant award, please contact me at 912-514-1616 or by email at rdavis@crc.ga.gov. The Coastal AAA appreciates the quality services you provide to older adults throughout the Coastal region. We support your efforts and applaud your hard work!

CC: Pamela Rogers, Aging Services Director
Dionne Lovett, Assistant Executive Director
Marsha Johnson, Aging Fiscal Analyst
Senior Center & Adult Day Care Managers

Bryan County Commission	Pembroke Senior Center Richmond Hill Senior Center	\$12,000
City of Brunswick	Brunswick MPC Senior Center Brunswick MPC Adult Day Care	\$12,000
Camden County Commission	Ralph Bunch Senior Center	\$6,000
McIntosh County Commission	Eulonia Senior Center	\$6,000
City of Savannah	Adult Leisure Services ADC PARC - Eastside Golden Age Center Mary Flourney Golden Age Center Moses Jackson Golden Age Center	\$24,000
Action Pact.	Bulloch County Senior Center Long County Senior Center	\$12,000
Effingham County Commission	Effingham County Senior Center	\$6,000
Senior Citizens, Inc.	Port Wentworth Senior Center Thunderbolt Senior Center Ruth Byck ADC Liberty County Senior Center Liberty Mobile ADC	\$27,000

Staff Report

Subject: Petco Love Animal Welfare Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/3/22
Item Description: Consideration to accept a grant award from Petco Love Animal Welfare Grant Program

Summary Recommendation:

Staff is requesting approval to accept a grant award from Petco Love Animal Welfare Grant Program.

Executive Summary:

The Petco Foundation uses the Animal Welfare grant funds to invest in lifesaving efforts for sheltering and adoptions, and supports organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible. Effingham County Animal Shelter is one of those organizations. The funds will be used for necessary medical treatment for sheltered animals and for trap-neuter-return cats. This grant will enable Effingham County Animal Shelter to continue its mission of promoting responsible animal ownership, preventing the spread of animal disease, protecting the public from dangerous animals, and protecting animals from dangerous humans.

Background:

1. The grant award amount is \$7,500.
2. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve to accept the Petco Love grant award
2. Do not approve to accept the Petco Love grant award
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the Petco Love grant award.

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County Animal Shelter

Funding Source:

No cost share requirement

Attachments:

Petco Love Award Letter



April 6, 2022

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2021 Animal Sheltering & Adoptions grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

A handwritten signature in black ink, appearing to read 'Susanne M. Kogut'.

Susanne Kogut
President
Petco Love

P.S. Petco Love (formally Petco Foundation) desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to partners@petcolove.org. We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

Petco Foundation aka Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930

Staff Report

Subject: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** requests a **conditional use** to allow for a diesel truck and semi-truck service business located on a 7-acre tract zoned **B-2**. Located at 1105 Stillwell Road. **Map# 409 Parcel# 49A**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a **conditional use** to allow for a semi-truck service business in B-2.

Executive Summary/Background

- The request for conditional use is a requirement of Article V - Uses Permitted in Districts, Sec. 5.1.2 Conditional Uses.
- The parcel was rezoned to B-2 in 2006, with a condition to “allow tractor and equipment sales and service only”.
- The applicant has a business in Port Wentworth, but has to relocate. He currently operates a mobile repair business providing general maintenance repairs on diesel trucks/semi-trucks.
- The B-2 zoning district does not include diesel truck/semi-truck service or repair as either a permitted or a conditional use. B-2 conditional uses include “Commercial Parking Areas” and “Automobile Service”. The applicant’s other option was to apply for B-3 zoning, where “Automobile Sales, Service, and Service” is a permitted use, and “Automotive Paint and Body Shops” is a conditional use.
- There are two farm supply-related businesses on Stillwell Road, which generate truck traffic and include onsite storage of trucks and containers. Stillwell Road is not a designated truck route.
- The applicant plans to use the existing structure, and eventually add a mobile office. He estimates that 8-10 trucks will be present at any time, with no vehicle on site for more than three days. Business hours will be 8am-6pm, Monday-Friday, and 8am-2pm on Saturday.
- A 30’ vegetative buffer is required between commercial and AR uses. The sketch plan must include information on water and sewer service, access management, and any planned improvements.
- The property is in the Springfield service delivery area.
- At the March 21 Planning Board meeting, Brad Smith made a motion to **deny** the request for a **conditional use** to allow for a semi-truck service business in B-2,
- The motion was seconded by Alan Zipperer, and carried unanimously.
- At the April 5 meeting, the Board postponed this item to the May 3 meeting.

Alternatives

1. **Approve** the request for a **conditional use** to allow for a semi-truck service business.
2. **Deny** the request for a **conditional use** to allow for a semi-truck service business.

Recommended Alternative: 2

Department Review: Development Services

- Attachments:**
1. Conditional Use application
 2. Deed

Other Alternatives: 1

FUNDING: N/A

3. Aerial photograph

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 2-14-20

Applicant/Agent: ONSITE TRUCK MAINTENANCE LLC

Applicant Email Address: 100 Eagle Drive Springfield Ga 31329
OSTM_SAV@OUTLOOK.COM

Phone # 912 376 7210

Applicant Mailing Address: 100 Eagle Drive Springfield Ga 31329

Property Owner, if different from above: William Henry Webb

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # 1-912-682-6010

Owner's Mailing Address: 1045 Stillwell Rd. Springfield Ga 31329

Property Location 1165 Stillwell Rd Springfield Ga 31329

Present Zoning of Property B2 Tax Map-Parcel # 04090249A00 Total Acres 7

CONDITIONAL USE REQUESTED:

Section 3.15A - RESIDENTIAL BUSINESS
See Section 3.15A for requirements

Section 3.15B - RURAL BUSINESS
See Section 3.15B for requirements

OTHER (provide relevant section of code): _____

Reason: Semi truck/diesel repair is more higher intensity use than permitted in B-2 by right.

Applicant Signature: _____ Date _____

AUTHORIZATION OF PROPERTY OWNER

I, William Henry Webb, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Conditional Use application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Danny Joseph Flores Zaldivar

Applicant/Agent Address: 100 Eggle Drive

City: Springfield State: GA Zip Code: 31329

Phone: 912 376 7210 Email: OSTM-SAU@OUTLOOK.COM

Owner's signature William Henry Webb

Print Name William Henry Webb

Personally appeared before me William Henry Webb (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 14th day of February, 2022.

Kathleen Erin Dunnigan
Notary Public, State of Georgia



ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

March 2, 2005, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 1246 page 143.

I hereby certify that I am the owner of the property being proposed for Conditional Use approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature William Henry Wells

Print Name William Henry Wells

Owner's signature _____

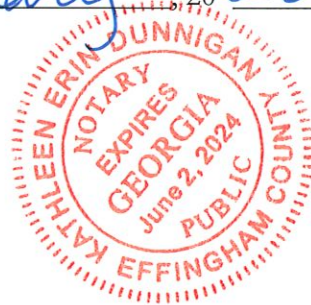
Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 14th day of February, 2022.

Kathleen Erin Dunning
Notary Public, State of Georgia



FILED FOR RECORD
D.D. BK. 1246
PAGE NO. 143

143

05 MAR 17 AM 9:19

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 2nd day of MARCH, 2005, between EMILY E. WEBB of the FIRST PART, and WILLIAM H. WEBB of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection she has for her son, the said SECOND PARTY herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said party of the SECOND PART, his heirs and assigns, all of the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Twenty-Five and Eighty-Nine Hundredths (25.89) acres, more or less, and being bounded on the north by lands of Helmlly; on the east by lands of Emily H. Webb (shown as Henry Webb); on the south by the Stillwell Road, known as County Road #308; on the west by lands of William H. Webb (shown as William Henry Webb); also on the south by lands of William Henry Webb; and on the west (again) by lands of James Zittrouer.

Express reference hereby made to the plat of said lands made by Neel B. Ackerman, R.L.S. #1128, dated December 12, 2004 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide 150-2, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, his heirs, executors, administrators and assigns, in FEE-SIMPLE.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

Emily E. Webb (SEAL)
EMILY E. WEBB

Signed, sealed and delivered in the presence of:

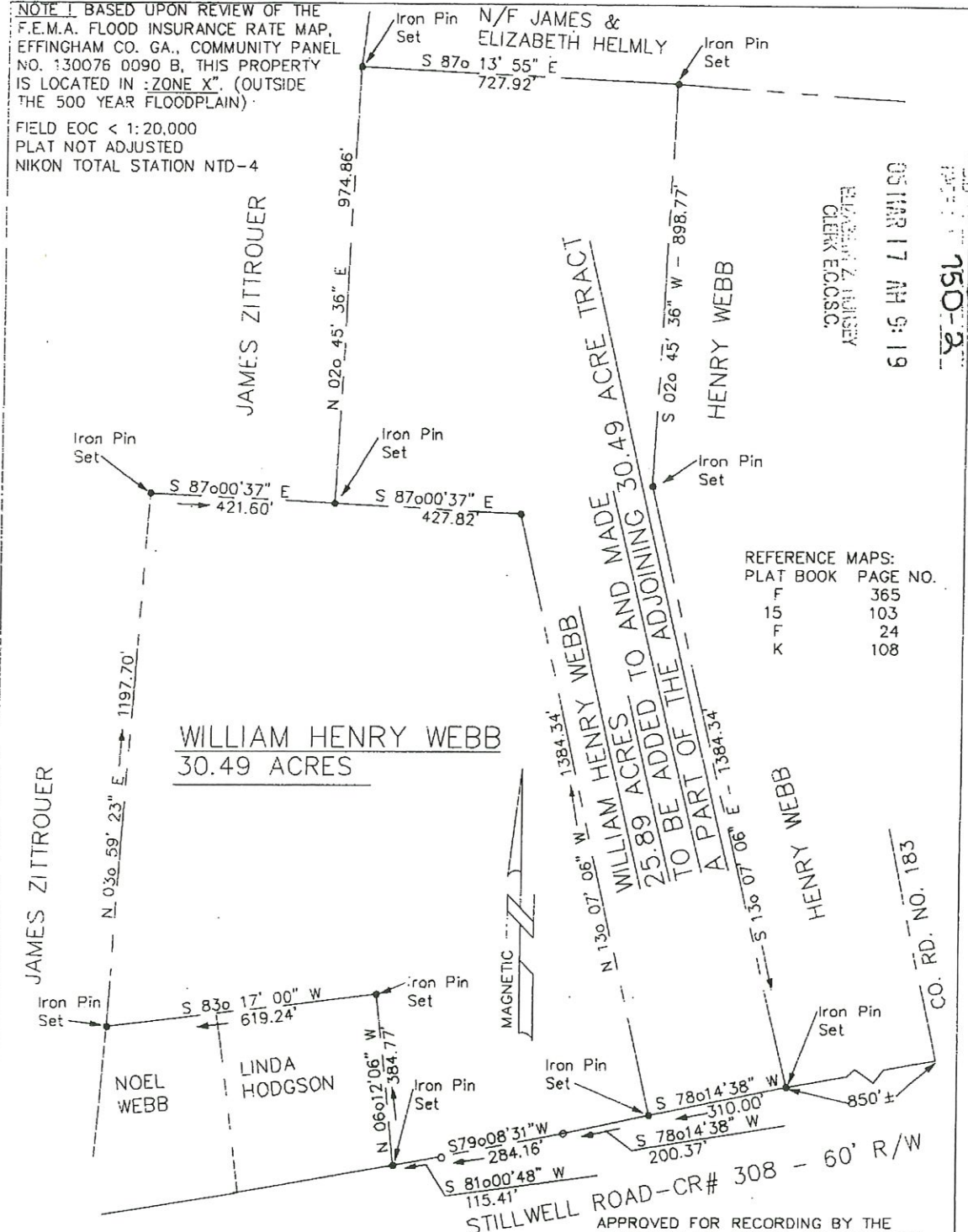
Pamela Gibson
Unofficial Witness

R. Edward Reddick, Jr.
Official Witness - Notary Public
My commission expires: 9-2-06
pmj



NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM CO. GA., COMMUNITY PANEL NO. 130076 0090 B, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

FIELD EOC < 1:20,000
PLAT NOT ADJUSTED
NIKON TOTAL STATION NTD-4



REFERENCE MAPS:

PLAT BOOK	PAGE NO.
F	365
15	103
F	24
K	108

APPROVED FOR RECORDING BY THE EFFINGHAM CO. ZONING ADMINISTRATOR

[Signature] 3/15/2005
ZONING ADMINISTRATOR DATE

SURVEY OF:
25.89 ACRES OF LAND
LOCATED IN THE 11th GMD,
EFFINGHAM CO. GEORGIA
TO BE ADDED TO AND MADE
A PART OF THE ADJOINING
30.49 ACRE TRACT IN THE
SAME OWNERSHIP.
SURVEY FOR:
WILLIAM HENRY WEBB
DATE: DEC. 12, 2004

FILE: A:\WEBB26.DWG

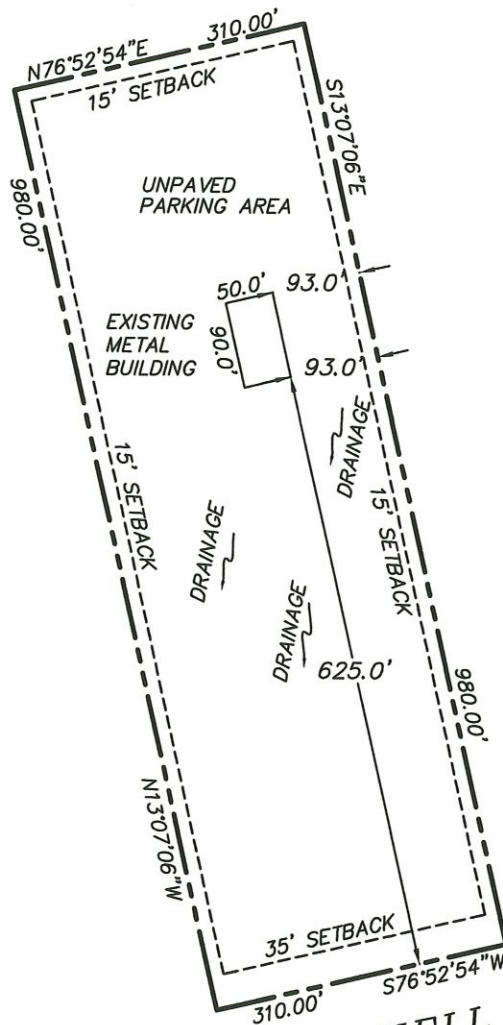
NEEL B. ACKERMAN, RLS
P. O. BOX 95,
SPRINGFIELD, GA 31329



In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum requirements of the Code of Laws.

(912) 754 - 7926

Plat Cabinet 075/ Page D2

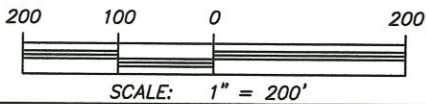


BUILDING IS SERVED BY
EXISTING WELL AND SEPTIC SYSTEM

ZONING=B-2
TYPE=COMMERCIAL/INDUSTRIAL RURAL

STILLWELL ROAD
R/W VARIES

FLOOD NOTE:
THIS PROPERTY APPEARS TO
BE LOCATED IN FLOOD ZONE 'X'
PER F.E.M.A. FLOOD INSURANCE RATE MAP.
SEE COMMUNITY MAP 13103C, PANEL 257E
NOT A SPECIAL FLOOD HAZARD AREA.
MAP EFFECTIVE 03/16/2015.



**MATTHEW D.
CLARK, PLS**
65 WAYSIDE DR
ELLABELL, GA 31308
CELL: (843) 247-0996

DATE: FEBRUARY 15, 2022
JOB No. 18000
DRAWN BY: MDC

PREPARED FOR: WILLIAM WEBB

SITE PLAN OF 7.0 ACRES FOR WILLIAM WEBB

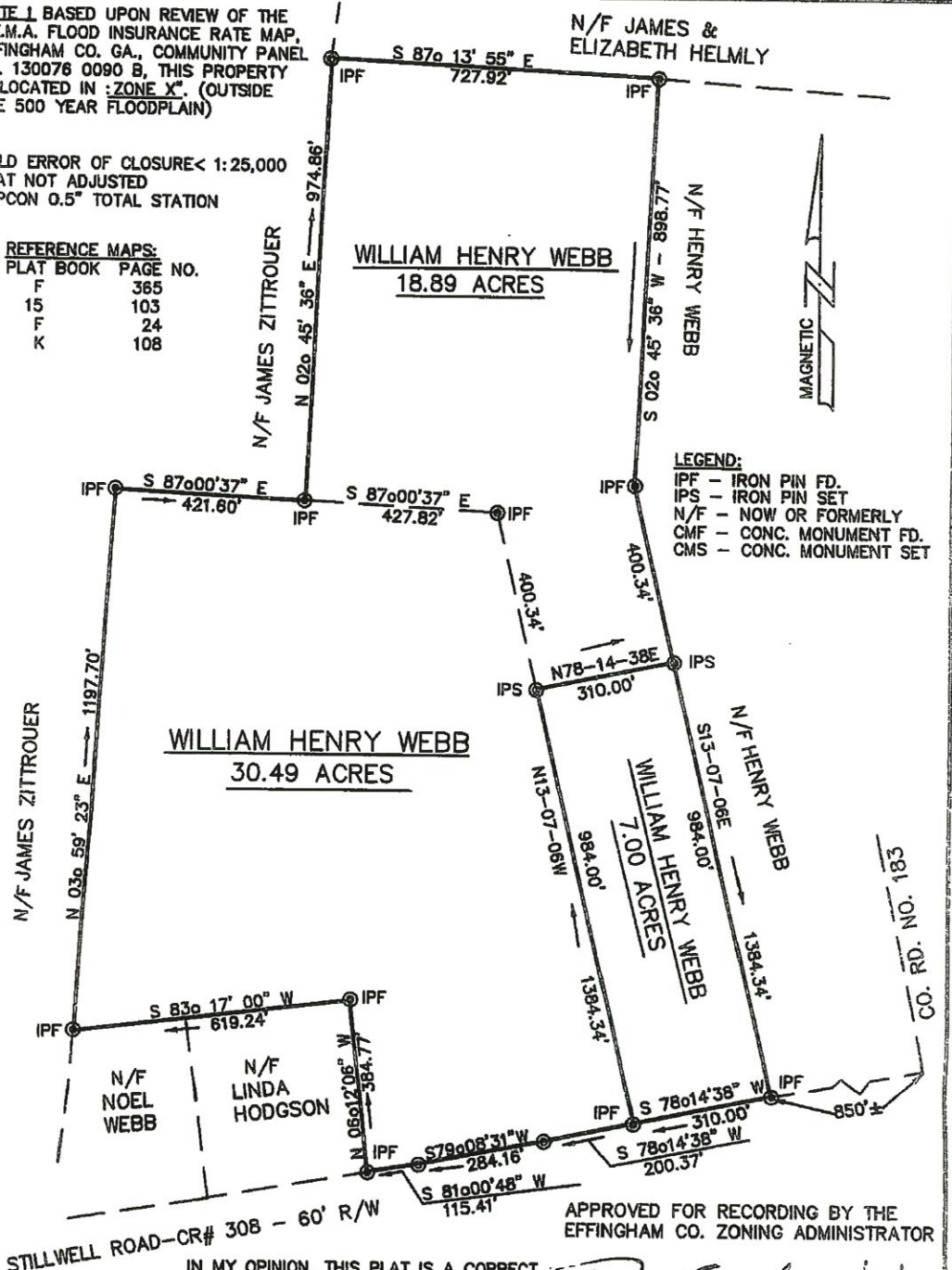
out of 87-74
409-49

NOTE 1 BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM CO. GA., COMMUNITY PANEL NO. 130076 0090 B, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

FIELD ERROR OF CLOSURE < 1:25,000
PLAT NOT ADJUSTED
TOPCON 0.5" TOTAL STATION

REFERENCE MAPS:

PLAT BOOK	PAGE NO.
F	365
15	103
F	24
K	108



LEGEND:
 IPF - IRON PIN FD.
 IPS - IRON PIN SET
 N/F - NOW OR FORMERLY
 CMF - CONC. MONUMENT FD.
 CMS - CONC. MONUMENT SET

STILLWELL ROAD - CR# 308 - 60' R/W

APPROVED FOR RECORDING BY THE EFFINGHAM CO. ZONING ADMINISTRATOR

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENT OF LAW.

David Conroy 5/14/2007
ZONING ADMINISTRATOR DATE



ADOLPH N. MICHELIS
Adolph N. Michelis
 GEORGIA R.L.S. #1323
 736 SANDY RIDGE RD.
 SYLVANIA, GA. 30467

SURVEY OF:
 18.89 ACRES OF LAND LOCATED IN THE 11TH GMD, EFFINGHAM CO. GA. TO BE ADDED TO AND MADE A PART OF AN ADJOINING 30.49 ACRE TRACT IN THE SAME NAME

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
409-49

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 409-49 AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, WILLIAM H. WEBB has filed an application to rezone 7 acres; map and parcel number 409-49 consisting of 25.89 acres, shown on the attached map and plat, located in the 4TH commissioner district, from AR-1 to B-2; and

WHEREAS, notice of this hearing was published in the Effingham County Herald on 03/10/06; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on 03/10/06; and

WHEREAS, signs giving notice of all public hearings were placed on the property by the Zoning Administrator on 03/10/06;

IT IS HEREBY ORDAINED THAT 7 acres map and parcel number 409-49, consisting of 25.89 acres, located in the 4TH commissioner district, is rezoned from AR-1 to B-2;

IT IS FURTHER ORDAINED that the following special conditions shall attach to this rezoning decision:

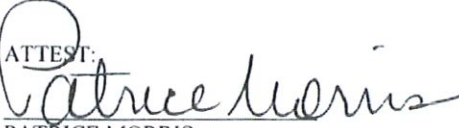
1. The subject property is rezoned to B-2 to allow tractor and equipment sales and service only.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

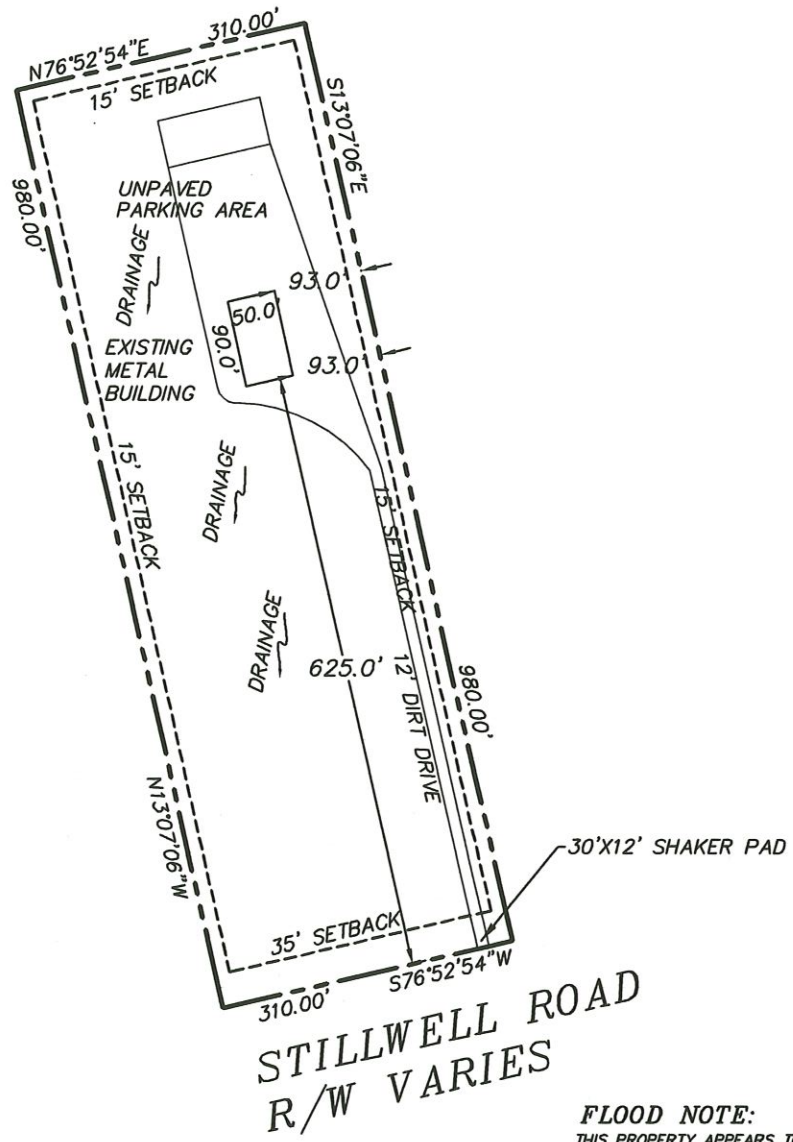
BY: 
VERNA H. PHILLIPS, CHAIRPERSON

ATTEST:



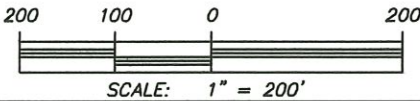
PATRICE MORRIS
COUNTY CLERK

FIRST READING: 4/18/06
SECOND READING: 5/2/06



BUILDING IS SERVED BY EXISTING WELL AND SEPTIC SYSTEM

ZONING=B-2
TYPE=COMMERCIAL/INDUSTRIAL RURAL



FLOOD NOTE:
 THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE 'X' PER F.E.M.A. FLOOD INSURANCE RATE MAP. SEE COMMUNITY MAP 13103C, PANEL 257E NOT A SPECIAL FLOOD HAZARD AREA. MAP EFFECTIVE 03/16/2015.

STILLWELL ROAD
 R/W VARIES



MATTHEW D. CLARK, PLS
 65 WAYSIDE DR
 ELLABELL, GA 31308
 CELL: (843) 247-0996

DATE: FEBRUARY 15, 2022
 JOB No. 18000
 DRAWN BY: MDC

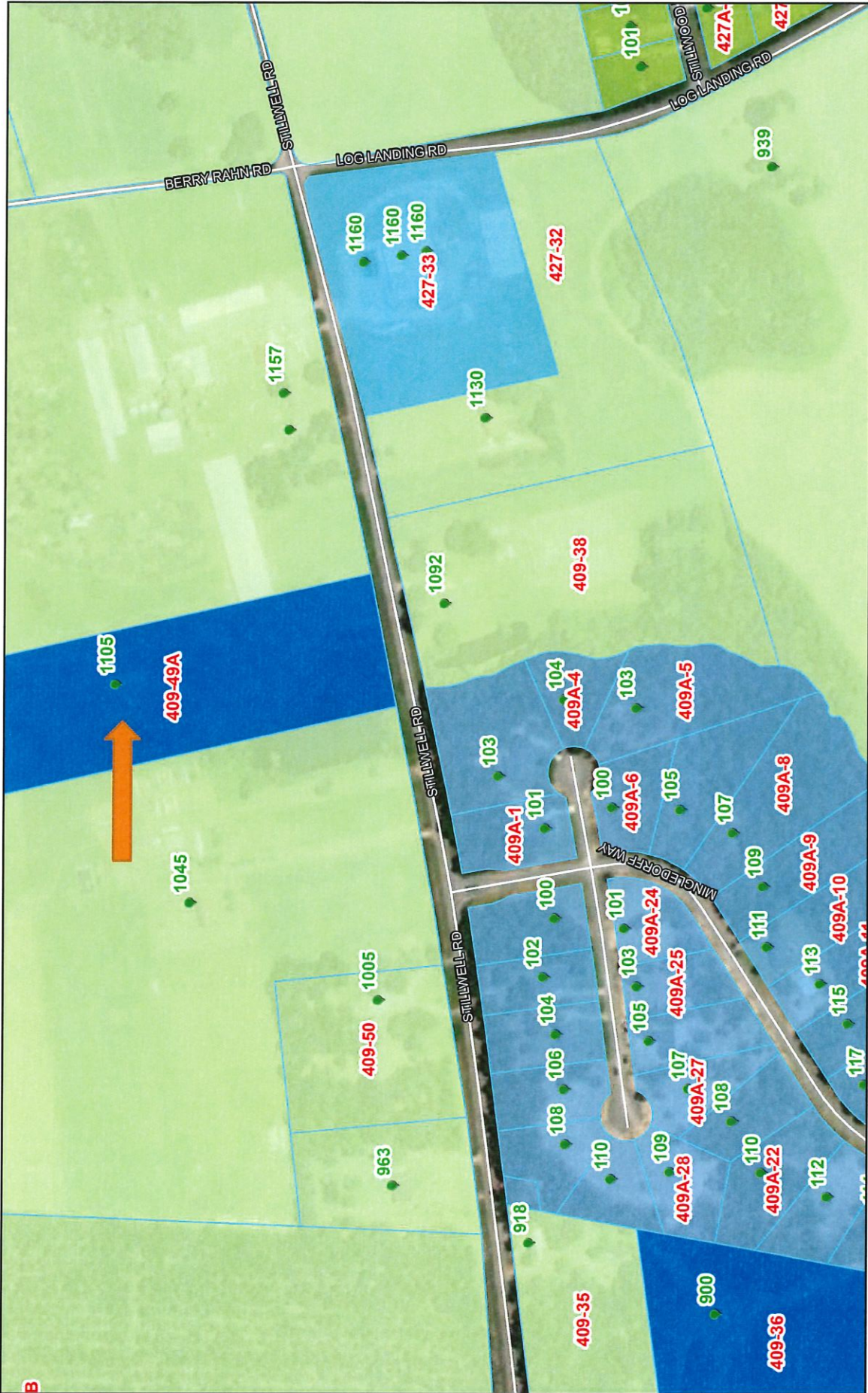
PREPARED FOR: WILLIAM WEBB

SITE PLAN OF 7.0 ACRES
 FOR WILLIAM WEBB

1105 STILLWELL ROAD



1105 STILLWELL ROAD



2/17/2022, 12:25:08 PM

- Address Points
- Parcels2020
- Effingham County Zoning
- R-1
- B-2
- B-3
- AR-1
- AR-2
- Roads
- Tax Parcel Labels

Maxar

0 0.03 0.07 0.13 mi
0 0.05 0.1 0.2 km

1:4,514

Item X. 1.

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** requests a **conditional use** to allow for a diesel truck and semi-truck service business located on a 7-acre tract zoned **B-2**. Located at 1105 Stillwell Road. **Map# 409 Parcel# 49A**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a **conditional use** to allow for a semi-truck service business in B-2.

Executive Summary/Background

- The request for conditional use is a requirement of Article V - Uses Permitted in Districts, Sec. 5.1.2 Conditional Uses.
- The parcel was rezoned to B-2 in 2006, with a condition to “allow tractor and equipment sales and service only”.
- The applicant has a business in Port Wentworth, but has to relocate. He currently operates a mobile repair business providing general maintenance repairs on diesel trucks/semi-trucks.
- The B-2 zoning district does not include diesel truck/semi-truck service or repair as either a permitted or a conditional use. B-2 conditional uses include “Commercial Parking Areas” and “Automobile Service”. The applicant’s other option was to apply for B-3 zoning, where “Automobile Sales, Service, and Service” is a permitted use, and “Automotive Paint and Body Shops” is a conditional use.
- There are two farm supply-related businesses on Stillwell Road, which generate truck traffic and include onsite storage of trucks and containers. Stillwell Road is not a designated truck route.
- The applicant plans to use the existing structure, and eventually add a mobile office. He estimates that 8-10 trucks will be present at any time, with no vehicle on site for more than three days. Business hours will be 8am-6pm, Monday-Friday, and 8am-2pm on Saturday.
- A 30’ vegetative buffer is required between commercial and AR uses. The sketch plan must include information on water and sewer service, access management, and any planned improvements.
- The property is in the Springfield service delivery area.
- At the March 21 Planning Board meeting, Brad Smith made a motion to **deny** the request for a **conditional use** to allow for a semi-truck service business in B-2,
- The motion was seconded by Alan Zipperer, and carried unanimously.
- At the April 5 meeting, the Board postponed this item to the May 3 meeting.

Alternatives

1. **Approve** the request for a **conditional use** to allow for a semi-truck service business.
2. **Deny** the request for a **conditional use** to allow for a semi-truck service business.

Recommended Alternative: 2

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 1

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
409-49A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
409-49A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, ON SITE TRUCK MAINTENANCE, LLC AS AGENT FOR WILLIAM HENRY WEBB has filed an application for a conditional use to allow for a semi-truck service business; map and parcel number 409-49A, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on April 5, 2022 and notice of said hearing having been published in the Effingham County Herald on March 9, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 2, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use for a semi-truck service business; map and parcel number 409-49A, located in the 4th commissioner district, is approved.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Pavement Condition Assessment Project
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: May 3, 2022
Item Description: Presentation of a pavement management system and recommendation to create a pavement condition assessment program for all County maintained roads.

Summary Recommendation:

The County Engineer is recommending beginning a pavement management program to routinely assess road condition, rehabilitation costs, and create a data-driven decision making process for prioritization and allocation of limited funding to improve roads. The platform is a software package and assessment consultation from First Step Pavement Management. The process includes a filed inventory of road lengths, widths, and conditions, a video log of the assessment, and an evaluation of numerous pavement rehabilitation processes. The deliverable product is a multi-year recommendation of priority roads for repair and cost estimates. This process is recommended to be done every two years to catalog degradation over time and keep the assessment and allocation of funds current.

Executive Summary/Background:

- County has 651 miles of roads, including asphalt paved, chip seal surface, gravel, and dirt.
- In a recent road condition report from Public Works, staff determined an estimated \$27.2 million in current rehabilitation needs that do not have funding.
- 2022 LMIG grant allocation from the State of Georgia is \$988,409.52.
- 2021 TSPLOST allocated \$12.7 million for repaving and rehabilitation of existing roads, averaging approx. \$2.5 million per year.
- Trends in cost and materials availability are far out pacing our ability to keep up. Limited funds and overwhelming needs require the County to come up with a more cost effective and efficient system.
- The cost of the First Step program is \$57,000 for 2 years, or \$28,500 annually.
- The recently awarded grant from ACCG Civic Affairs Foundation will be used to utilize an intern student to assist with data collection.

Alternatives for Commission to Consider

- 1 - Approve the creation of a pavement management program and contracting with First Step Pavement Management to conduct a assessment of all county roads in the amount of \$57,000.
- 2 – Take no action / Deny

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Engineering

Funding Source: SPLOST.

Attachments: 1. First Step Proposal.

Staff Report

Subject: Extract Utility Data – Spatial Engineering – PID: 21010 OCS-03
Author: Pamela Melser, GIS Coordinator
Department: GIS
Meeting Date: 05-03-2022
Item Description: Consideration to approve proposal by Spatial Engineering to extract utility features from scanned as-built records

Summary Recommendation:

Effingham County began scanning its record archives in 2021 through a contract with Spatial Engineering. As a result of the first round of records scanning the County was able to identify 142 as-built records. Of these 142 as-built records, a subset of 90 records have been identified for utility data extraction. Utility data extraction will involve creating a GIS dataset created for the following utilities; water, sewer, reuse, stormwater, and easement. This project will increase the completeness of the County's mapped utility infrastructure. Utility extraction will be an integral factor in the creation of the Effingham County Stormwater Masterplan and Water/Sewer Masterplan. The creation and maintenance of a comprehensive and accurate utility infrastructure will aid the County in future plans focused on stable growth as it impacts utilities and the residents of Effingham County. The data extraction will be executed under Spatial Engineering's current contract with the County; PID 21010, On-Call Support. Per the current contract with Spatial Engineering, On-Call Services (OCS) provides the County the ability to request data updates, analysis, maps, field collection, application development, etc. on an as needed basis.

Executive Summary/Background:

- The following deliverables are expected
 - Updated RightSpot Projects data layer
 - Updated water, sewer, reuse, stormwater, and easement GIS data layers
 - Monthly updates for water, sewer, reuse, storm water, and easement GIS data layers
 - 90-day turnaround from data extraction to final deliverables

Alternatives for Commission to Consider:

1. Approve Extract Utility Data – Spatial Engineering – PID: 21010 OCS-03 to extract utility features from scanned as-built records in the amount of \$101,260.71.
2. Take no action.
3. Do not approve of the proposal by Spatial Engineering to extract utility features from scanned as-built records.

Recommended Alternative:

Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Asst. County Manager/Director of Development Services

Funding Source: 100-7403-225-52-1202 using a budget amendment for \$50,630.36 for FY22. The balance in the amount of \$50,630.35 will be funded by 100-7403-225-52-1202 in FY23.

Attachments: Spatial Engineering Proposal



OCS-03: Extract Utility Data

04/20/2022

1 Introduction:

1.1 Point of Contacts:

Spatial Engineering, Inc.

Richard Truluck, P.E.
Project Manager
rtruluck@spateng.com
O: 912-826-6688

Effingham County, Georgia

Eric Larson, P.E.
Asst. County Manager
elarson@effinghamcounty.org
O: 912-754-8061

1.2 Description

On April 5, 2022, Spatial Engineering, Inc (SPATIAL) met with Effingham County to review the findings and recommendations presented in the Scan Drawing Archive Assessment, Project ID: 20017-OCS-01. In the findings document section *4 Recommendations, paragraph 4.1* recommends updating the Scanning Projects layer to the 718 useable scanned projects (14,240 drawing sheets), migrate useable scanned projects to the Projects data layer, update Projects layer to track data extraction, and extract the utility data into the GIS database. During the meeting, it was decided to focus utility extraction on the Priority 1 (as-builts) identified in the assessment. The intent is to hold Priority 2 (construction) and Priority 3 (other) data as this data may be replaced during a second scanning effort.

SPATIAL proposes to extract the utility and easement data from as-built projects executed under SPATIAL's current contract with the County, PID: 21010, On-Call Support.

1.3 Reference:

1. 03/30/2022 Scan Drawing Archive Assessment, PID: 20017-OCS01.pdf.
2. 04/05/2022 record of communication for review of Scan Drawing Archive Assessment report.

2 Scope of Work:

SPATIAL proposes to 1) add as-built projects identified in assessment report to the RightSpot™ Projects data layer and 2) extract water, sewer, storm, reuse water, and easements data into GIS.

2.1 Projects Layer:

1. Schema Definition: SPATIAL will modify the Projects layer database schema to add attributes to track the source of the data and whether or not data has been extracted. The UTIL_EXTRACT attribute will be used to track the process using the standard traffic

light approach (Yes = Green, Partial = Amber, No = Red). Projects with no utility data will be gray. Reference Appendix A – Project Layer Attributes.

2. Layer Update: SPATIAL will add the as-built projects to the Projects data layer as follows:
 - a. Create a simple (~10’x10’ square) polygon feature at the project location. This will serve as the project’s extents and serve as the geospatial link to the project as-builts.
 - b. Attribute the project data.
 - c. Link the project PDF to the project feature.

2.2 Data Extraction

1. Available Data: Extraction is only required on those as-built projects with water, sewer, storm, reuse water, and easement data. A review of the as-builts identified in the assessment report reveals several as-builts do not have the desired data or can be combined to reduce the number of projects resulting in 90 unique projects to extract. Of the 90 unique project, three projects are located north of GA119 and 87 projects are located south of GA119. The following table summarized the number of drawing sheets available for each utility.

Type	Water	Sewer	Stormwater	Reuse Water	Easements
Sheets	227	216	214	98	225

2. Extraction: Extraction is the process of digitizing specific scanned elements to vector features in GIS and attributing those features with the available non-graphic data (size, material, invert elevation). The purpose of this effort is to incorporate the utility data from the project as-built PDF files into the GIS to support various planning and analysis initiatives (done by others). The following data will be extracted from each as-built where available.
 - a. General Rules:
 - i. Do not snap line vertices where lines cross; do not connect lines.
 - ii. Elements shall snap at vertices producing no overshoots and no gaps.
 - iii. Lines will break at valve centroid, manhole centroid, and junction points.
 - iv. Create network topology for each utility.



- b. Feature Group: Water System:
 - i. Feature Classes: WCONTROLVALVE_P, WFIREHYDRANT_P, WFITTING_P, WHYDRANT_P, WLINE_L, WMETER_P, WSAMPLINGSTATION_P, WWELL_P
- c. Feature Group: Sewer System:
 - i. Feature Classes: SFITTING_P, SGREASETRAP_P, SLINES_L, SMANHOLE_P, SMANHOLE_P_PIPECOUNT, SOUTFALL_P, SPUMPSTATION_A, SPUMPSTATION_P, SPUMP_P, STREATMENTPLANT_A, STREATMENTPLANT_P, SCONTROLVALVE_P, SSTORAGERESERVIOIR_A
- d. Feature Group: Stormwater System:
 - i. Feature Classes: DLINE_L, DPOINTS_P, DSTORAGERESERVOIR_A, DSTORAGERESERVOIR_P
- e. Feature Group: Reuse Water:
 - i. Feature Classes: RCONTROLVALVE_P, RFITTING_P, RLINE_L, RMETER_P, ROUTFALL_P, RPUMPSTATION_A, RPUMPSTATION_P, RSAMPLINGSTATION_P
- f. Feature Group: Easement:
 - i. Feature Classes: OUTGRANT_A

3 Deliverables:

1. Updated Projects data layer with simple boundary, attributes, and PDF link for as-builts. Data available via RightSpot Project layer.
2. Updated water, sewer, stormwater, reuse water, and easement GIS data layers based on extracted data. Data available via RightSpot Project layer. Extraction progress tracked via RightSpot. Anticipate 90 as-built projects with utility data to extract.
3. Monthly updates for water, sewer, stormwater, reuse water, and easement in GIS data layers in accordance with the current data share agreement.

4 Cost Estimate:

Item	Task	Cost
2.0	Update Projects data layer and extract water, sewer, stormwater, reuse water, and easement to GIS	\$101,260.71
	Total	\$101,260.71

Notes:

1. This is a Firm Fixed Price (FFP) quote based on SPATIAL’s contract rate schedule.
2. The cost quote is valid for 60 days.

5 Schedule:

The total project duration 90 calendar days. Reference the following schedule.

Item	Milestone	Start	End (1)
0	Notice to Proceed (NTP)	NTP	0
1	Kickoff Meeting	NTP	5
2	Update Projects data layer	NTP	15
3	Extract Water, Sewer, Stormwater, Reuse Water, and Easements	NTP	80
4	County review	Item 3	Item 3 + 5
5	Final delivery	Item 4	Item 4 + 5
	Total Project Duration	NTP	90

Notes:


- (1) Duration presented in calendar days.

6 Assumptions:

1. This task is for digitizing/extracting data from scanned as-built images listed in Appendix B.
2. Extracted data will be uploaded monthly in accordance with current data agreement.

7 Task Acceptance

If the tasks, schedule, and cost are acceptable, please sign, date, and return a copy to Spatial Engineering.

For: Spatial Engineering, Inc.	For: Effingham County, GA
 <hr/>	<hr/>
Date: <u>4/20/2022</u>	Date: _____
Rebecca F. Truluck President O: 912-826-6688 btruluck@spateng.com	Name: _____ Title: _____



8 Appendix A – Project Layer Attributes

Add the following attributes to the Project Layer.

Attribute Name	Type	Definition
Source_Type	Domain	Allowable values: <ul style="list-style-type: none"> As-Built = Record drawings representing actual construction. Construction = Drawings ready for construction. Includes design drawings, site development, and demolition as these may represent a stage of construction. Other = Concept, topo, etc.
Project_Source	Domain	Allowable values: <ul style="list-style-type: none"> ScanProject = The scan project contract number. The 718 useable projects from task order 20017-OCS01 will be attributed “20017-OCS01”. PDF = The drawing set was provided in PDF format initially. Scanning was not required.
Water_Avail	Boolean	Allowable values: {Yes, No}
Sewer_Avail	Boolean	Allowable values: {Yes, No}
Storm_Avail	Boolean	Allowable values: {Yes, No}
Reuse_Avail	Boolean	Allowable values: {Yes, No}
Ease_Avail	Boolean	Allowable values: {Yes, No}
Util_Extract	Domain	Allowable values: {Yes, Partial, No}

Layer Update: Update Projects data layer attributes as follows.

1. Update attributes for exiting project records.
 - a. Set Util_Extract = appropriate value.
 - b. Set ScanProject = NA
2. As-builts from assessment report; and all as-builts going forward.
 - a. Create a polygon for the project extents of each project added.
 - b. Set Util_Extract = FALSE.
 - c. Set ScanProject = Scanning project number. Set to 20017-OCS01 for this effort.
 - d. Set utility availability based on the scan report.

9 Appendix B – As-Built Project/File Name

Projects with utility and easement data.

1. Abbey Lane Phase 1
2. Andrews Subdivision
3. Archer Place Subdivision
4. Ardmore Oaky Road Fire Station
5. Auriga Farms 2 Phase 8
6. Auriga Farms 2 Phase 9
7. Autumn Woods Subdivision
8. Azalea Point Subdivision
9. Azalea Point Subdivision Phase 2 and 3
10. Barrister Crossing Subdivision
11. Blandford Crossing Subdivision
12. Bluejay Estates (Across from Emerald Plantation)
13. Bluejay Road From Hodgeville to the end of Greystone Drive
14. Bridgewood Subdivision
15. Brookstone Subdivision
16. Buckfield Plantation
17. Cameron Oaks
18. Candleberry Subdivision
19. Caribbean Village Phase 1
20. Casey's Crossing Subdivision
21. Castle Wood Subdivision
22. Cedar Ridge Subdivision
23. Cobbleton Subdivision
24. Coldbrook Heights Subdivision
25. Cornerstone Subdivision
26. Covered Bridge Subdivision
27. Cypress Cove
28. Cypress Lakes Subdivision Phase 3
29. Division B Hwy 30 Reclaimed Water Main and Force Main
30. Division B Marlow Gravity Sewer
31. Division B Pump Station 3
32. Division B Pump Station 4
33. Division B Wastewater Reclaimed Water Main and Force Main
34. Division C Waste Water Collection and Reclaimed Water Distribution
35. Drake Landing
36. Eagle Point Subdivision Phase 1 and 2
37. Eagle Point Subdivision Phase 4

38. Eagles Landing Subdivision
39. Ebenezer Subdivision/Brookstone
40. Effingham County Industrial Park
41. Effingham County Industrial Park Cold Storage
42. Effingham County Middle School
43. Fairhaven Subdivision
44. Fetzer Place
45. Georgia Plantation
46. Glenwood Subdivision
47. Goshen Commercial Park
48. Goshen Road Utilities Phase 2
49. Gracewood Subdivision
50. Groover Branch Subdivision
51. Guyton Elementary School
52. Hickory Knob Subdivision
53. Honey Ridge Road Bridge Replacement
54. Honey Ridge Subdivision
55. Hwy 21 Water Main
56. I-16 Industrial Tract
57. Jamestown Subdivision
58. Kates Cove Phase 3
59. Kensington Forest
60. Kingsley Plantation Phase 1
61. Kingsley Plantation Phase 2
62. Laurel Grove Development Phase 1
63. Lonesome Oak Subdivision Phase 1, 2, 3 (1, 2 as-built)
64. Long Acres Road Subdivision
65. Lowground Farms Subdivision
66. Megans Bay Subdivision
67. Moon River Movie Studio Entrance Road
68. Park West Subdivision Phase 2
69. Rabun Estates Phase 1 and 2
70. Rahn Station Road
71. Rebel Estates Phase 2
72. Ridgecrest Subdivision
73. River Road Farms Phase 2
74. River Road Farms Phase 3
75. Runs Crossing Subdivision
76. Saddleclub at Belmont Glen Subdivision Phase 1
77. Saddleclub at Belmont Glen Subdivision Phase 2

-
78. Savannah Cold Storage Port Fresh Logistics Water Main
 79. Settler's Point Subdivision
 80. Shadowbrook Subdivision Phase 4
 81. Shadowbrook Subdivision Phase 5
 82. South Bend Subdivision
 83. South Effingham Plantation
 84. Southbrook Subdivision Phase 1
 85. Southern Hills Plantation
 86. Staffordshire Estates
 87. Staffordshire Estates Phase 3
 88. Stonegate Subdivision
 89. Wildwood Subdivision
 90. Winsor Forest Subdivision Phase 1 and 2

Staff Report

Subject: Scan Drawing Archive – Phase 2 - Spatial Engineering – PID: 21010 OCS-04

Author: Pamela Melser, GIS Coordinator

Department: GIS

Meeting Date: May 3, 2022

Item Description: Consideration to approve proposal by Spatial Engineering to scan and catalog Effingham County’s hard copy drawing records library.

Summary Recommendation:

On April 14, 2022 Spatial Engineering submitted an On-Call Services Task Proposal to scan and catalog Effingham County’s hard copy drawing records library. This is a continuation of the effort to scan and catalog the County’s record archives. This phase will follow the same process to create a digital .pdf record to be used in future utility data extraction. This task is for scanning, cataloging, and loading the scans into RightSpot. It does not include utility data extraction from the scanned images. The scanning and cataloging will be executed under Spatial Engineering’s current contract with the County; PID 21010, On-Call Support. Per the current contract with Spatial Engineering, On-Call Services (OCS) provides the County the ability to request data updates, analysis, maps, field collection, application development, etc. on an as needed basis.

Executive Summary/Background:

- The following deliverables are expected
 - Scanned image of each drawing set
 - Original drawing sets in sealable containers suitable for long term storage
 - Catalog of scanned drawing sets
 - Drawings added to RightSpot Project Layer
 - Assessment of County Scan data

Alternatives for Commission to Consider

1. Approve Scan Drawing Archive – Phase 2 - Spatial Engineering – PID: 21010 OCS-04 in the amount of \$50,360.00.
2. Take no action
3. Do not approve Scan Drawing Archive – Phase 2 - Spatial Engineering OCS-04.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Asst. County Manager/Director of Development Services

Funding Source: 100-7403-225-52-1202 using a budget amendment for \$25,180.00 for FY22. The balance in the amount of \$25,180.00 will be funded by 100-7403-225-52-1202 in FY23.

Attachments: 1. Spatial Engineering Proposal



OCS-04: Scan Drawing Archive – Phase 2

04/14/2022

1 Introduction:

1.1 Point of Contacts:

Spatial Engineering, Inc.

Richard Truluck, P.E.
Project Manager
rtruluck@spateng.com
O: 912-826-6688

Effingham County, Georgia

Eric Larson, P.E.
Asst. County Manager
elarson@effinghamcounty.org
O: 912-754-8061

1.2 Description

On April 5, 2022, Spatial Engineering, Inc (SPATIAL) met with Effingham County to review the findings and recommendations presented in the *Scan Drawing Archive Assessment, Project ID: 20017-OCS-01*. Section 4.2 recommends continuing the effort to scan the hardcopy drawing archives. The benefits include:

- ✓ Inventory and catalog of hardcopy drawing archive added to the current digital catalog (DC).
- ✓ New scans accessible via RightSpot™.
- ✓ Identifying the best available data for records retention (long term storage).
- ✓ Possibly replace unusable records with useable records. For example, replacing an existing project design with a project as-built.
- ✓ Identify excess hardcopy drawing sets.
- ✓ Identify possible historic drawing sets.

The current DC contains 718 projects with 14,240 drawing sheets. The preceding task order revealed the total number of drawings to be scanned was unknown. As a result, it was decided during the April 5th meeting to implement a second phase of the scanning effort. This effort will target an additional 12,000 sheets. The additional drawings will be scanned, cataloged, prepared for long term storage, and made available to County users via RightSpot.

The work will be executed under SPATIAL’s current contract with the County, PID: 21010, On-Call Support. SPATIAL proposes to team with Clayton Digital Reprographics. This team has experience working together from the previous scanning task order.

NOTE: THIS PROPOSAL DOES NOT INCLUDE DIGITIZING OR EXTRACTING DATA FROM SCANNED IMAGES.

1.3 Reference:

1. 03/30/2022 *Scan Drawing Archive Assessment, PID: 20017-OCS01*.
2. 04/05/2022 record of communication for review of Scan Drawing Archive Assessment report.

2 Scope of Work:

The purpose of this effort is to 1) convert the hardcopy archive to digital for easy manageable access and 2) identify additional useable sources of utility infrastructure data. SPATIAL proposes to 1) update the Scan Data layer (Scanning Projects) layer, 2) scan hardcopy drawing sets, and 3) catalog scanned drawing sets.

2.1 Update Scan Data Layer

The Scan Data Layer (Scanning Projects) will include the projects identified in the digital catalog (DC) as presented in the assessment report. SPATIAL will update the scan data layer to include the 718 useable projects identified in the report. SPATIAL will add the following attribute to the data layer to track data processed between multiple scanning efforts.

1. SCANPROJECT (Char20) = The scanning project contract number. The 718 useable projects from the March 30, 2022 project will be attributed “20017-OCS01”. Future scanning efforts will be attributed the respective contract number.

Populating the ScanProject attribute prepares the DC for tracking future scanning records.

2.2 Scan Hardcopy Archives:

A Chain of Custody (CC) will be used to 1) track original hardcopy data removed from County storage and 2) returned original hardcopy data to the County storage. In general, SPATIAL will follow the process used during the last task order modified as follows: (adjustments in **bold**)

Step 1: Collect drawing sets:

1. The County will:
 - 1.1. Identify drawing sets for processing.
 - 1.2. Initiate the CC with the drawing set name, the number of sheets per set, media type per set, and any special comments relative to the project. There will be one CC per drawing set.
2. SPATIAL will:
 - 2.1. Coordinate a pick-up schedule with the County tentatively every other week.
 - 2.2. Assign the CC a unique number (CCID); and confirm the drawing set name, the number of sheets per set, media type per set, and any special comments relative to the project.
 - 2.3. Label the cover sheet of each drawing set with the CCID, format “CCID_0000####”. The unique number shall start with the last CCID plus 1.
 - 2.4. Photograph the title block/cover page. The photo will include the CCID.
 - 2.5. Verify each released set of drawings has a CCID prior to removing from County storage.
3. The County will authorize the CC release.

4. The original CC will remain with the released drawing set. SPATIAL will provide the County a copy of the CC.
5. **SPATIAL will return released drawing sets within two release dates.**

Step 2: Scanning:

1. SPATIAL will perform the scanning process at the team facilities. SPATIAL will scan each drawing to produce clear, clean, legible images up to the quality of source drawing. Scans will be 300 dpi, minimum. Sheet protectors will be used, as necessary, to minimize damage to original media.
2. The original drawing media may be paper, vellum, sepia, blue-line, etc.
3. Individual drawings within a set will be combined into a single PDF. For example: 35 sheets for Blue Moon subdivision will be delivered as a single PDF.
4. The combined PDF will be labeled NAME_DATE_CCID as defined below.
 - a. NAME = Project name of set. For example, “Blue Moon” subdivision or project.
 - b. DATE = Date of the drawings. Generally, the date is on cover sheet or title block. The date format will be YYYYMMDD.
 - c. CCID = Unique chain of custody number assigned when the drawing set was picked up at the County.
5. **SPATIAL will conduct a 25% eyes-on quality check for clarity, readability, rotation, and coverage.** Unacceptable images will be rescanned or documented as to why they cannot produce a quality scan.

Step 3: Return drawing sets:

1. SPATIAL will return original drawing sets in resealable containers suitable for permanent storage. Drawing containers will be permanently labeled with the CCID.
2. A CC CANNOT be closed until the drawing set is returned and accepted by the County.
3. If the drawing set is acceptable, the County will sign the CC and approve closing the CC.
4. SPATIAL will provide the County the original CC and retain a copy.
5. SPATIAL will deliver one copy of the scanned PDF images on CD/DVD.

2.3 Catalog Scanned Images

SPATIAL will catalog the scanned PDF drawing sets and import the images and data into RightSpot as follows:

1. SPATIAL will capture attributes listed in Appendix A for each drawing set and populate SCANPROJECT = ‘21010-OCS04’.

2. If the project name, number, firm, date, status, and number of sheets match a record in the DC, the PDF will be flagged as a duplicate.
 - a. If the quality of the duplicate PDF is equal to or less than the existing record:
 - (1) The duplicate CC will be annotated a “DUPLICATE, TO BE DISPOSED”.
 - (2) The duplicate will be returned to the County for final disposition.
 - b. If the quality of the duplicate is better than the existing record:
 - (1) The existing record will be flagged as a duplicate, removed from the DC, and reported to the County.
 - (2) The County will make the final determination for disposition of the hardcopy archive.
 - (3) The new PDF will remain in the DC as the best available data for that project.
3. SPATIAL will upload each scanned PDF drawing set into RightSpot > Scanning Project layer as a point feature in the project area.
4. If a set of hardcopy drawings appear to have historic value, SPATIAL will annotate on the CC “POSSIBLE HISTORIC VALUE”. The determination of historic value will be based on drawing date (pre-1980), hand drawn, and media type (vellum, acetate, linen, etc.). The County will make the final determination of historic value.

3 Deliverables:

1. Scanned image of each drawing set.
2. Original drawing sets in sealable containers suitable for long term storage.
3. Updated digital catalog of scanned drawing sets.
4. Projects added to RightSpot Scanned Project layer.
5. Access to scanned drawings via RightSpot.
6. List of as-built projects for future digitizing/extracting.

4 Cost Estimate:

Item	Task	Estimate
2.2	Scan Hardcopy Archives	\$28,879.00
2.3	Catalog Scanned Images	\$21,481.00
	SubTotal (2)	\$50,360.00
	Total	

Notes:

1. The total cost to complete this task is \$50,360.00.
2. The cost is based on 12,000 drawing sheets.

3. This is a firm fixed price quote based on SPATIAL's contract rate schedule.
4. The cost quote is valid for 60 days.

5 Schedule:

Item	Milestone	Start	Duration (1)
0	Notice to Proceed (NTP)	NTP	0
1	Kickoff Meeting	NTP + 5d	1
2.2	Scan Hardcopy Archives	Item 1	180
2.3	Catalog Scanned Images	Item 1	210
	Total Project Duration	NTP	210

Notes:

- (1) Duration presented in calendar days.

6 Assumptions:

1. THIS TASK IS FOR SCANNING, CATALOGING, AND LOADING SCANNED DATA INTO THE RIGHTSPOT SCANNING PROJECT DATA LAYER. IT DOES NOT INCLUDE DIGITIZING/EXTRACTING DATA FROM SCANNED IMAGES.
2. The County is responsible for permanent storage of original drawings.
3. The County will provide access to the hardcopy drawing archive.
4. The County will provide personnel authorized to release drawings and accept returned drawing.

7 Task Acceptance

If the tasks, schedule, and cost are acceptable, please sign, date, and return a copy to Spatial Engineering.

For: Spatial Engineering, Inc.	For: Effingham County, GA
 <hr/> <p>Date: April 14, 2022</p> <p>Rebecca F. Truluck President O: 912-826-6688 btruluck@spateng.com</p>	<hr/> <p>Date: _____</p> <hr/> <p>Name: _____</p> <hr/> <p>Title: _____</p>
	

8 Appendix A – Scan Drawing Set Attributes (layer = Scanning Project)

ID	Attribute Name	Type	Definition
1.	CCID	NVARCHAR2 (20)	Unique Chain of Custody ID
2.	PROJ_NAME	NVARCHAR2 (300)	Project name as shown on cover sheet
3.	PROJ_NUM	NVARCHAR2 (40)	Project number
4.	PROJ_FIRM	NVARCHAR2 (80)	Engineering firm who created the drawing set.
5.	PROJ_DATE	NVARCHAR2	Drawing set date as shown on the cover sheet/title block. Format YYYYMMDD.
6.	PROJ_STATUS	NVARCHAR2 (100)	{As-built, Construction, Design, Concept}
7.	SHEETS	NUMBER (22 5 0)	Total number of sheets in drawing set
8.	SCANPROJECT	NVARCHAR2 (20)	Scan project contract number.
9.	DATERELEASED	TIMESTAMP ((6) 11 6)	Date County released to SPATIAL
10.	DATESCANNED	TIMESTAMP ((6) 11 6)	Date drawing set scanned
11.	DATEUPLOADED	TIMESTAMP ((6) 11 6)	Date scan PDF uploaded for QC
12.	DATECATALOGUED	TIMESTAMP ((6) 11 6)	Date scan PDF QC'd and cataloged
13.	DATERETURNED	TIMESTAMP ((6) 11 6)	Date drawing set returned to County
14.	STATUSPCT	NUMBER (22 5 0)	Percent complete – Release = 20%, Scanned = 40%, Uploaded = 60%, Cataloged = 80%, Returned = 100%
15.	SEWER	NVARCHAR2 (6)	True/False available data
16.	STORM	NVARCHAR2 (6)	True/False available data
17.	WATER	NVARCHAR2 (6)	True/False available data
18.	REUSE	NVARCHAR2 (6)	True/False available data
19.	EASEMENT	NVARCHAR2 (6)	True/False available data
20.	UTIL_SOURCE	NVARCHAR2 (100)	{County, Private}
21.	POTENTIALDUPE	NVARCHAR2 (40)	True/False
22.	NOTES	NVARCHAR2 (510)	Free form notes, comments
23.	EDITOR	NVARCHAR2 (100)	User ID of last person editing record (auto populated)
24.	DATEEDITED	TIMESTAMP ((6) 11 6)	Date record was last edited (auto populated)
25.	CREATOR	NVARCHAR2 (100)	User ID of individual creating record (auto populated)
26.	CREATEDATE	TIMESTAMP ((6) 11 6)	Date record created (auto populated)

Staff Report

Subject: Merge the WWTP fund into the Water & Sewer fund
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/3/22
Item Description: Consideration to merge the Wastewater Treatment Plant fund into the Water & Sewer Operating fund

Summary Recommendation:

Staff is requesting approval to merge the Wastewater Treatment Plant (WWTP) fund into the existing Water & Sewer Operating fund beginning July 1, 2022, and to transfer all WWTP account and fund balances as of June 30, 2022 into the Water & Sewer Operating fund. For the fiscal year beginning July 1, 2022 there will be a single Water & Sewer Operating fund with two budgetary departments: the Water & Sewer department, and the WWTP department.

Executive Summary:

Currently, the County's water system is divided between two accounting funds: the Water & Sewer Operating fund and the WWTP fund. The Water & Sewer Operating fund contains one budgetary department: department 105 Water & Sewer. The WWTP fund contains one budgetary department: department 61 WWTP.

The WWTP fund contains those revenues, expenses, assets, and liabilities that are more directly tied to the plant itself, while the Water & Sewer Operating fund contains the bulk of all other water system items. Each of these two funds is a crucial part of the County's water system – both are essential for service delivery. As of June 30th, 2021 the Water & Sewer Operating fund had more than double the total assets of the WWTP fund.

Since both funds are a necessary component of the overall water system, both must be analyzed simultaneously when stakeholders assess the financial operations of the system. To more clearly represent that reality in our financial statements, staff is requesting that these two funds be combined into one accounting fund and the two departments that already exist will then both be accounted for in that one accounting fund, and remain two distinct departments. If approved, our annual budget document would still continue to show the two departments.

On the bookkeeping side, if approved the finance department would essentially add the WWTP fund's balance sheet into the Water & Sewer Operating fund's balance sheet on July 1, 2022. The WWTP fund bank account balances would be transferred to the Water & Sewer Operating fund bank account, leaving only enough for any checks that are outstanding as of June 30th, 2022 to clear.

Background:

1. The Water & Sewer Operating fund and WWTP fund were both created in 2003.
2. The funds have remained separate and distinct since that time.
3. Recent annual financial statements show operating income for the Water & Sewer Operating fund, but the WWTP fund has operating losses that are larger.

Alternatives for Commission to Consider:

1. Approve to merge the WWTP fund into the Water & Sewer Operating fund effective July 1, 2022 and transfer all June 30, 2022 year-end account balances from the WWTP fund to the Water & Sewer Operating fund
2. Do not approve to merge the WWTP fund into the Water & Sewer Operating fund
3. Approve a combining of these two funds but with a different structure – such as creating an entirely new fund to combine them into
4. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to merge the WWTP fund into the Water & Sewer Operating fund, effective July 1, 2022.

Other Alternatives:

N/A

Department Review: *(list departments)*

County Manager, Finance

Funding Source:

No funding required

Attachments:

Example combined Statement of Net Position

Example combined Statement of Revenues, Expenses and Changes in Net Position

Example Statement of Net Position

This is not an actual financial statement, it is an example. See page 24 of annual report for actual

	Water & Sewer Operating	Wastewater Treatment Plant	Combined water system fund (example)
ASSETS			
Current assets			
Cash and cash equivalents	1,247,036	2,248,125	3,495,161
Investments	4,854,753	-	4,854,753
Receivables:			
Accounts	688,009	8,442	696,451
Intergovernmental	17,759	-	17,759
Interfund	3,251,246	-	3,251,246
Inventory	34,954	-	34,954
Prepaid items	2,916	-	2,916
Total Current Assets	<u>10,096,673</u>	<u>2,256,567</u>	<u>12,353,240</u>
Capital Assets			
Land	-	1,086,706	1,086,706
Easements	152,358	-	152,358
Construction in progress	1,656,590	-	1,656,590
Systems and equipment (net of depreciation)	18,099,899	10,632,664	28,732,563
Total Capital Assets	<u>19,908,847</u>	<u>11,719,370</u>	<u>31,628,217</u>
Total Assets	<u>30,005,520</u>	<u>13,975,937</u>	<u>43,981,457</u>
LIABILITIES			
Current Liabilities			
Accounts payable	672,003	89,964	761,967
Compensated absences payable	-	-	-
Accrued interest payable	31,909	20,738	52,647
Customer deposits	293,150	1,875	295,025
Unearned revenue	1,898,021	14,000	1,912,021
Interfund payable	-	3,200,426	3,200,426
Bonds payable	818,100	531,900	1,350,000
Total Current Liabilities	<u>3,713,183</u>	<u>3,858,903</u>	<u>7,572,086</u>
Long-Term Liabilities			
Compensated absences payable (net of current portion)	-	-	-
Bonds payable (net of current portion)	13,616,077	8,848,923	22,465,000
Total Long-Term Liabilities	<u>13,616,077</u>	<u>8,848,923</u>	<u>22,465,000</u>
Total Liabilities	<u>17,329,260</u>	<u>12,707,826</u>	<u>30,037,086</u>
NET POSITION			
Net invested in capital assets	10,474,260	2,338,547	12,812,807
Unrestricted	2,202,000	<u>(1,070,436)</u>	1,131,564
Total Net Position	<u>12,676,260</u>	<u>1,268,111</u>	<u>13,944,371</u>

Example Statement of Revenues, Expenses and Changes in Net Position

This is not an actual financial statement, it is an example. See page 25 of annual report for actual

	Water & Sewer Operating	Wastewater Treatment Plant	Combined water system fund (example)
OPERATING REVENUES			
Charges for services	4,065,176	116,082	4,181,258
OPERATING EXPENSES			
Salaries and employee benefits	-	-	-
Purchased Services	2,716,914	470,753	
Materials and supplies	277,054	307,555	584,609
Depreciation	604,498	445,586	1,050,084
Claims	-	-	-
Total operating expenses	<u>3,598,466</u>	<u>1,223,894</u>	<u>4,822,360</u>
OPERATING INCOME (LOSS)	466,710	(1,107,812)	(641,102)
NON-OPERATING REVENUES (EXPENSES)			
Intergovernmental revenues	-	-	-
Investment earnings	4,000	157	4,157
Interest expense	<u>(423,188)</u>	<u>(275,032)</u>	<u>(698,220)</u>
Total non-operating revenues (expenses)	<u>(419,188)</u>	<u>(274,875)</u>	<u>(694,063)</u>
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	47,522	(1,382,687)	(1,335,165)
Capital contributions and recovery fees	678,739	930,754	1,609,493
Transfers in	<u>524,769</u>	<u>740,135</u>	<u>1,264,904</u>
CHANGE IN NET POSITION	1,251,030	288,202	1,539,232
NET POSITION, BEGINNING OF YEAR	11,425,230	979,909	12,405,139
NET POSITION, END OF YEAR	<u><u>12,676,260</u></u>	<u><u>1,268,111</u></u>	<u><u>13,944,371</u></u>

Staff Report

Subject: FY 2022 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/3/22
Item Description: Consideration to approve an amendment to the FY 2021-2022 Budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2021-2022 Budget.

Executive Summary:

Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:

Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:

1. The general fund portion of the \$20,450,661.40 Effingham Parkway payment to Georgia Department of Transportation. The SPLOST fund was contributing \$1,062,610.00 and the TSPLOST fund was contributing \$5,000,000.00. The general fund's contribution is \$14,388,051.40, from general fund balance.

Alternatives for Commission to Consider:

1. Approve the Resolution to amend the budget for FY 2021-2022.
2. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for FY 2021-2022.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

General fund balance

Attachments:

FY 2021-2022 Budget Amendment Resolution

State of Georgia
County of Effingham

RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	AMOUNT	DESCRIPTION
025	Public Works (general fund)	ROAD PROJECTS	100-4205-025-54-1401	14388051.40	Effingham Parkway payment to GDOT
025	Public Works (general fund)	CASH CARRY FORWARD	100-38-9015	-14388051.40	to allocate fund balance for GODT pmt
					0.00 net entries

This amendment utilizes general fund balance to cover a portion of the Effingham Parkway payment that was paid to the Georgia Department of Transportation.

Approved this _____ day of _____ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report

Subject: Approval of PO #22-17-001 with scDataCom for the new Camera System for the ECSO and Jail

Author: Alison Bruton, Purchasing Agent

Department: ECSO/Jail

Meeting Date: May 3, 2022

Item Description: PO #22-17-001 with scDataCom for the new Camera System for the ECSO and Jail

Summary Recommendation: Staff recommends Approval of PO #22-17-001 with scDataCom for the new Camera System for the ECSO and Jail

Executive Summary/Background:

- In February, Staff posted an RFP requesting proposals to replace the camera system at the ECSO and Jail. Sixteen (16) different vendors attended the mandatory pre-proposal/site visit meeting.
- Submittals were received from the following:
 - A3 Communications, Inc. - \$184,718.17
 - Accurate Controls Inc. - \$243,400.00
 - AIIS, LLC - \$181,716.08
 - AISG - \$388,442.49
 - ComTech Communications of GA, Inc. - \$401,241.43
 - NetPlanner Systems, Inc. - \$387,562.81
 - scDataCom, LLC - \$214,415.51
- ECSO staff reviewed the proposals and recommends scDataCom. While all of the vendors were qualified, AIIS did not have centralized storage or a VMS system, and A3 Communications cameras were 2 megapixels, which would seem like a downgrade.

Alternatives for Commission to Consider

1. Approval of PO #22-17-001 with scDataCom for the new Camera System for the ECSO and Jail in the amount of \$214,415.51
2. Award the PO to Accurate Controls, Inc. in the amount of \$243,400.00
3. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: ECSO, Purchasing, Finance

Funding Source:

Attachments:

1. PO 22-17-001 for scDataCom, LLC
2. PO 22-17-001 for Accurate Controls, Inc.

PURCHASE ORDER

Item XI. 5.

Effingham County Board of Commissioners

804 S LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

DATE:
P.O. #

5/3/2022
RFP 22-17-001

VENDOR

scDataCom
2700 Gregory Street
Suite 180
Savannah, GA 31404
ATTN : Matt Martin

SHIP TO

Effingham County Board of Commissioners
804 S.Laurel Street
Springfield, GA 31329
ATTN : Alison Bruton
912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	See Attachment A for Full Breakdown and Warranty Information	TOTAL	\$214,415.51	\$ 214,415.51

SUBTOTAL	\$ 214,415.51
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 214,415.51

OTHER COMMENTS OR SPECIAL INSTRUCTIONS

ECBOC is a tax exempt entity. Tax ID# is 58-6000821

scDataCom agrees to provide the camera system for the ECSO/Jail as described in the County's RFP 22-17-001 and related addendums. The County references the terms, conditions and specifications contained in the County's RFP No. 22-17-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

scDataCom - SIGNATURE

TITLE

sc DataCom - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE


CHAIRMAN

AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE

		scDataCom 2700 Gregory Street Suite 180 Savannah Georgia 31404 U.S.A		<h1>Quote</h1>	
Estimate # : QTE-2952 Issue Date : 11 Apr 2022 Expiry Date : 11 May 2022		Sales Person : Matt Martin			
Bill To Effingham County Sheriff's Office 804 S Laurel St Springfields 31329 Georgia U.S.A		Ship To 130 E 1st St Springfield 31329 GA United States			
Subject : Avigilon Upgrade					
#	Item & Description	Qty	Unit Price	Line Price	
1	3x 8 MP Camera Only (24C-H4A-3MH-270) SKU : 24C-H4A-3MH-270 3x 8 MP , WDR, LightCatcher, 2.8mm, Camera Only	5.00 ea.	1,607.23	8,036.15	
2	Avigilon Corner Mount Adapter SKU : H4-MT-CRNR1 Corner mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	9.00 ea.	78.71	708.39	
3	Outdoor Dome Cover for H4 Multisensor Outdoor Dome Cover for H4 Multisensor	8.00	139.94	1,119.52	
4	24C-H4A-3MH-180 SKU : 24C-H4A-3MH-180 3x 8MP H4 Multisensor Camera Module with 5.2mm Lens	2.00 ea.	1,607.23	3,214.46	
5	IR Illuminator Ring for H4 Multisensor SKU : H4AMH-AD-IRIL1 Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	8.00 ea.	252.56	2,020.48	
6	Wall Arm for H4 IRPTZ or H4 Multisensor SKU : IRPTZ-MNT-WALL1 Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	9.00 ea.	83.10	747.90	
7	(Avigilon - 6.0C-H5DH-DO1-IR) 2x 3MP H5A Dual Head Camera. Outdoor camera with built-in IR	1.00	1,012.22	1,012.22	
8	2.0C-H5A-PTZ-DP36 SKU : 2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	1.00 ea.	2,036.41	2,036.41	
9	2MP H5SL Indoor IR Dome Camera with 3-9mm Lens SKU : 2.0C-H5SL-D1-IR 2.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3-9mm f/1.4; Integrated IR	85.00 ea.	340.87	28,973.95	
10	3MP H5SL Indoor IR Dome Camera with 3-9mm Lens SKU : 3.0C-H5SL-D1-IR 3.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3-9mm f/1.4; Integrated IR	4.00 ea.	378.85	1,515.40	
11	4.0C-H5A-BO1-IR (Corrected) SKU : 4.0C-H5A-BO1-IR (Corrected) 4MP H5A Bullet Camera with 3.3-9mm Lens	1.00 ea.	874.14	874.14	
12	2MP H5A Indoor IR Dome Camera with 3.3-9mm Lens SKU : 2.0C-H5A-D1-IR 2.0 MP (1080p) WDR; LightCatcher; Day/Night; Indoor Dome; 3.3-9mm f/1.3 P-iris lens; Integrated IR; Next-Generation Analytics	21.00 ea.	650.54	13,661.34	
13	ACC 7 Enterprise camera channel Model # ACC7-ENT ACC 7 Enterprise camera channel SKU : Model # ACC7-ENT	120.00 ea.	217.60	26,112.00	

#	Item & Description	Qty	Unit Price	Line Price
14	NVR Premium 217TB (NVR4X-PRM-217TB-NA) SKU : NVR4X-PRM-217TB-NA NVR4X Premium 217TB 2U Rack Mount, Windows Server 2016, NA	1.00 ea.	53,229.00	53,229.00
15	(Avigilon - CM-AC-AVIO1) 3.5mm audio and video I/O jack with 1.8m fly wire 3.5mm audio and video I/O jack with 1.8m fly wire	21.00	12.00	252.00
16	Louroe LE-070 SKU : LE-070 Louroe LE-070 Verifact A Omni-Directional Ceiling or Wall Mount Microphone	21.00 ea.	166.24	3,491.04
17	(DITEK DTK-MRJPOES) Data and Signal Protection, 60 V, 20 kA Max Current, 144 W, Surge Protection, 3.0 x 1.7 x 1.2 in, 1.5 A SKU : GRAYBAR 25888976 Data and Signal Protection, 60 V, 20 kA Max Current, 144 W, Surge Protection, 3.0 x 1.7 x 1.2 in, 1.5 A	8.00 ea.	81.13	649.04
18	Labor - Low Voltage Technician SKU : Labor - Low Voltage Technician Un-install existing interior camera and install new camera	170.00 ea.	105.00	17,850.00
19	Labor - Low Voltage Technician SKU : Labor - Low Voltage Technician Un-install existing exterior camera and install new camera	30.00 ea.	105.00	3,150.00
20	Labor - Low Voltage Technician SKU : Labor - Low Voltage Technician Programming cameras	30.00 ea.	105.00	3,150.00
21	Labor - Low Voltage Technician SKU : Labor - Low Voltage Technician Setup & program server	8.00 ea.	105.00	840.00
22	MISC MATERIALS SKU : Misc 2021	1.00 ea.	3,000.00	3,000.00
23	Indoor Single Port Gigabit PoE++ 60W (POE-INJ2-60W-NA) SKU : POE-INJ2-60W-NA Indoor Single Port Gigabit PoE++ 60W	9.00 ea.	131.20	1,180.80
24	Labor - Low Voltage Technician SKU : Labor - Low Voltage Technician Install speakers	63.00 ea.	105.00	6,615.00
25	AvigilonRemote Monitoring Workstation, 2 Monitor SKU : RM6-WKS-2MN-NA AvigilonRemote Monitoring Workstation, 2 Monitor	7.00 ea.	1,715.06	12,005.42
26	Monitor, 27" SKU : 27BK430H-B 27" class IPS FHD Monitor	7.00 ea.	298.70	2,090.90
27	Labor - Low Voltage Technician SKU : Labor - Low Voltage Technician Training	8.00 ea.	105.00	840.00
28	(Synnex - 4399201) NETGEAR : ProSAFE M4300-52G-PoE+ Stackable L3 Managed Switch with 4 ports 10G and 550W PSU. SKU : GSM4352PA-100NES NETGEAR : ProSAFE M4300-52G-PoE+ Stackable L3 Managed Switch with 4 ports 10G and 550W PSU.	5.00 ea.	3,207.99	16,039.95
			Sub Total	214,415.51
Thank you for choosing scDataCom, we look forward to exceeding your expectations!			Total	\$214,415.51
<p>Terms & Conditions Full terms & conditions available here: https://www.scdatcom.net/terms-and-conditions</p>				

2. Project Management Philosophy

Pre-Installation Deliverables: After receipt of order and prior to beginning work on site, scDataCom will complete the following tasks:

- Kick Off Meeting: schedule a kick-off meeting within 10 days ARO. The purpose of the kick-off meeting is to review the project plan in order to develop a detailed Work Breakdown (WBD) and project schedule and to review the scope of work
- Detailed Work Plan: Deliver a detailed Project Plan and Work Breakdown Schedule within 30 days ARO for customer review and acceptance.

Post-Installation Deliverables: After installation is complete, scDataCom will inspect and test the system with the ECSO POC. Additional deliverables include the following:

- O&M manuals: (2) sets of O&M manuals will be left on site at the conclusion of the project.
- Site Diagrams: showing all installed equipment locations will be delivered within 2 weeks of final acceptance
- Training: (8) hours of end user training

Project Manager: For the duration of the project, scDataCom will designate a single Project Manager who will schedule and coordinate all project activities with customer designated personnel. Project Manager will generate Weekly Installation Progress Reports for submission to ECSO. Project Manager will establish and maintain all records and oversee quality control activities. Project Manager will be responsible for all scheduled activities and for conducting stakeholder meetings as required.

Site Supervisor: scDataCom will provide a Site Supervisor to be on site during the installation, who will serve as the Lead Technician and be responsible for daily task completion, quality control, and daily project progress. Site Supervisor will perform daily inspections on project work, equipment, and compliance. Site Supervisor will be OSHA-10 certified with at least 5 years of industry experience. Safety Logs will be completed and compiled electronically for records at company repository.

Quality Management: scDataCom fully integrates its quality management system into the organizational structure and performance management systems for each project. We:

- Maintain a documented quality system consisting of a quality manual with policies and procedures.
- Tightly control exceptions to the quality system so company standards are applied uniformly to every project
- Systematically maintains quality system documents and records.

Safety Management: scDataCom will provide a Site Supervisor that will perform daily inspections on project work, equipment, and compliance. Site supervisor will be minimally OSHA-10 certified with at least 5 years of industry experience. Safety Logs will be completed and compiled electronically for records at company repository.

3. Support Plan

Service Personnel & Locations: We are headquartered locally in Savannah and have a fully staffed, in-house Service Response Team to swiftly respond and resolve all client support issues. We have an online portal for helpdesk ticket submission as well as phone support and resolve 91% of service calls within 24 hrs of ticket activation.

Our Service Department is led by Service Manager Leany Wood, who is based out of our Savannah, Georgia office. He has been with the company for 4 years and is engaged full time in the service and support of local customers. He has (1) full time service technician permanently assigned and utilizes our other local project technicians on an as needed basis.

PH: (912) 777-5721

Email: helpdesk@scdatacom.net

24/7 Help Desk Support: scDataCom will provide remote Help Desk support to assist with timely resolution of issues with ESCO Camera System. Remote help desk support is available daily during normal duty hours, and service reporting is available 24/7/365 through our Service Portal.

Tech Support Terms & Fees: scDataCom provides on-site service and maintenance 24/7/365 days per year in accordance with priority matrix below:

PRIORITY	NAME	DESCRIPTION	RESPONSE	PRICE/HR
P1	Critical	Interruption making a critical functionality inaccessible or a complete system interruption causing a severe impact on services. There is no possible alternative.	4 hrs	\$150
P2	Important	Critical functionality or system access interrupted, degraded or unusable, having a severe-impact on services availability.	24 hrs	\$150
P3	Normal	Non-critical function or procedure, unusable or hard to	3 days	\$125

		use having an operational impact but with no direct impact on services availability. A workaround is available.		
P4	Low	Application or personnel procedure un-usable, where a workaround is available or a repair is possible.	5 days	\$125

Optional Three Year Maintenance Agreement: scDataCom recommends and can provide annual Preventative Maintenance Services. This service is optional and not included in our fee proposal. scDataCom recommends this service be performed a minimum of once annually to ensure lasting value and functionality of the video surveillance system.

CONTRACT TYPE	INCLUSIONS	ANNUAL PRICE	TERM
Annual Preventative Maintenance	Physical inspection of new and existing video surveillance system components to ensure functionality and report/repair any defects or damage, 11 months after install and one year afterwards for a total of (3) years. Includes : <ul style="list-style-type: none"> • annual cleaning of cameras and housings • confirmation FOV of cameras • check wiring, surge protectors, NVR for system health • update firmware of cameras • update NVR firmware • test UPS's. 	\$10,725.00/Year	3 Year

4. Warranty

a. scDataCom Warranty

scDataCom provides a minimum warranty period of twelve months from the date of final acceptance for all contractor provided and installed equipment. This warranty covers both materials and workmanship under normal use and service, when used for the purpose for which the unit was designed. scDataCom will honor standard Manufacturer warranties of greater than 12 months.

b. Manufacturer Warranties

MANUFACTURER	ITEM DESCRIPTION	WARRANTY TERM
Avigilon	H5A & H5SL cameras	5 year
Avigilon	H4 Multi Sensor Camera	3 year
Avigilon	H5A PTZ	Limited 5 year
Avigilon	NVR4X server	5 year (next biz day)
Avigilon Workst	Workstation	3 year
Netgear	S3300 Switch	Limited lifetime
Louroe	Microphones	5 years
LG	Monitors	Limited 3 year
Ditek	Surge Suppressor	Limited 10 year

5. Delivery Terms

Period of Performance will begin after Receipt of Order (ARO) and Project Kickoff will be scheduled by scDataCom Project Manager within (5) days. Project Deliverables are anticipated to conclude within 90 days of award. Any schedule delays due to manufacturer supply chain issues will be communicated swiftly by PM to ECSSO stakeholders.

6. Payment Terms

Quote is valid for (60) days from issue. Payment terms 1%NET30.

PURCHASE ORDER

Item XI. 5.

Effingham County Board of Commissioners

804 S LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

DATE:
P.O. #

5/3/2022
RFP 22-17-001

VENDOR

Accurate Controls, Inc.
420 E. Oshkosh St.
Ripon, WI 54971
(920) 748 - 6603
ATTN : Jeromy Dahlke

SHIP TO

Effingham County Board of Commissioners
804 S.Laurel Street
Springfield, GA 31329
ATTN : Alison Bruton
912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	See Attachment A for Full Breakdown and Warranty Information	TOTAL	\$243,400.00	\$ 243,400.00

SUBTOTAL	\$ 243,400.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 243,400.00

OTHER COMMENTS OR SPECIAL INSTRUCTIONS

ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Accurate Controls, Inc. agrees to provide the camera system for the ECSO/Jail as described in the County's RFP 22-17-001 and related addendums. The County references the terms, conditions and specifications contained in the County's RFP No. 22-17-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

Accurate Controls, Inc - SIGNATURE

TITLE

Accurate Controls, Inc. - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN

AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE



ACCURATE CONTROLS, INC.

March 29th, 2022

**RE: Price Quotation for the Effingham County Sheriff's Office
VMS system upgrade base proposal
Springfield, GA**

VMS Systems Upgrade

Summary of Scope:

This quotation is the base bid proposal to update the VMS (camera) system which will include new headend equipment, and new IP cameras.

Upon the project being awarded and the contract is completed, Accurate Controls will order all equipment and have it built and tested at Accurate Controls office located in Ripon, WI. The new VMS equipment will be tested to ensure the facilities current camera callup functionality remains intact and functional. Once testing has completed, all equipment will be sent to the facility for installation by Accurate Controls. Accurate Controls technicians will come to site for an initial test of the system to document the current status of the systems in its entirety. Once that test has completed, a list will be generated and given to the facility for review. Once the facility and Accurate Controls have agreed to the items on the list, Accurate Controls will begin to install the new equipment. The facility will have live video down time while the VMS system is being changed out. Accurate Controls will have a scheduling meeting with the facility on how to help minimize the down time. Note: all demolition and installation of the systems will be done during normal business hours. Once the new system is in place, Accurate Controls technicians will test the systems for functionality. At that time Accurate Controls will go over any items that are not functional and compare it to the list created before demolition of the existing systems.

At that time an action plan will be put together between the facility and Accurate Controls to handle anything outstanding. The intent of this project is to keep all field wiring in place and reuse the headend equipment racks to help reduce overall costs.

NOTE: There is no wire included in this proposal.

<u>This proposal includes adding the following new security electronics equipment:</u>		<u>Unit Cost:</u>	<u>Total Cost:</u>
(8)	Hanwha Multi-Imager cameras	\$2,571.06	\$20,568.48
(123)	Hanwha Interior/Exterior dome cameras	\$341.07	\$41,951.61
(5)	Officer workstations	\$2,460.75	\$12,303.75
(2)	Administrative workstations	\$2,460.75	\$4,921.50
(14)	24" monitors	\$416.25	\$5,827.50
(5)	HP JL256A Aruba PoE switches	\$7,800.00	\$39,000.00
(2)	Application/ Storage servers	\$16,326.38	\$32,652.75
(2)	WAVE Professional License. (48) IP stream recording	\$5,049.00	\$10,098.00
(1)	WAVE Professional License. (24) IP stream recording	\$2,524.50	\$5,049.00
(1)	WAVE Professional License. (08) IP stream recording	\$841.50	\$841.50
(3)	WAVE Professional License. (01) IP stream recording	\$105.20	\$315.59
(16)	Training onsite cost	\$51.84	\$829.44
(1)	Lot cost for Training team member travel & per diem	\$2,916.00	\$2,916.00
(352)	Field technician onsite labor	\$51.84	\$18,247.68
(1)	Lot cost for onsite field technicians travel & per diem	\$17,160.00	\$17,160.00
(80)	Programming Department labor	\$60.68	\$4,854.00
(120)	Project Coordination labor	\$72.44	\$8,692.20
(240)	Auto CAD/ Engineering labor	\$58.26	\$13,982.40
(1)	Estimated shipping cost	\$3,188.60	\$3,188.60



ACCURATE CONTROLS, INC.

Inclusions:

- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (2) Accurate Controls technicians on site for 4 weeks for installation
- Quotation includes (2) days of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

Exceptions:

- Spare equipment
- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- All existing wire to remain. Any bad wire, conduit, back boxes, complete raceway is not included in this proposal

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI will send one of our professional training team members to train staff for two full days.

As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add the following clauses.

- Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.
- Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
- Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Quotation:

Base Bid Total = \$243,400.00

Add 1.25% to the above referenced proposal if payment and performance bond is required.



ACCURATE CONTROLS, INC.

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-748-6603 ext. 240.

Respectfully,

Jeremy Dahlke

Jeremy Dahlke
Director of Customer Service
jdahlke@accuratecontrols.com

Staff Report

Subject: Approval for the order of a new copier for the Tax Commissioners Office to allow color printing

Author: Alison Bruton, Purchasing Agent

Department: Tax Commissioner

Meeting Date: May 3, 2022

Item Description: Approval for the order of a new copier for the Tax Commissioners Office to allow color printing

Summary Recommendation: Staff recommends Approval for the order of a new copier for the Tax Commissioners Office to allow color printing

Executive Summary/Background:

- Currently the Tax Commissioners office has a B/W machine for their office, and during their budget meeting requested a Color copier for their office.
- This would require the lease of a new machine, upgrading from a MP30555p to an IMC2500. This machine would also include a stapler and hold punch attachment, which their current machine also has.
- To keep this lease in line with the other departments, it would be a 12-month term with a cost of \$511.11 per month. This has been discussed and reviewed with the Tax Commissioner, County Manager and Finance Director.

Alternatives for Commission to Consider

1. Approval for the order of a new copier for the Tax Commissioners Office
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchasing, Finance, Tax Commissioner

Funding Source: Operating Budget

Attachments:

1. Ricoh Agreement for the IMC2500 copier

Agreement #: MMSA31115063

U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name	EFFINGHAM COUNTY BOARD OF COMMISSIONERS				
Bill To Address	804 S LAUREL ST				
City	SPRINGFIELD	State	GA	Zip Code	31329-9235

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation



RICOH

of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.



(a) Maintenance service charges (“Maintenance Charges”) will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer’s call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response



time is measured in aggregate for all Equipment covered by the Order.

(b) **Uptime.** Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) **Replacement of Equipment.** Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured



equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer’s principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

RICOH USA, INC.

By: _____
Name: Alison Bruton
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____





ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION			
Customer Legal Name: EFFINGHAM COUNTY BOARD OF COMMISSIONERS			
Address Line 1: 804 S LAUREL ST		Contact: MARK BARNES	
Address Line 2:		Phone: (912)754-2143	
City: SPRINGFIELD		E-mail: mbarnes@effinghamcounty.org	
ST/Zip: GA/31329-9235	County: EFFINGHAM	Fax:	

Check all that apply:

- PO Included PO#
 PS Service (Subject to and governed by additional Terms and Conditions)
- TS PO# (if applicable)
 IT Service (Subject to and governed by additional Terms and Conditions)
- Sales Tax Exempt (Attach Valid Exemption Certificate)
 Fixed Rate Service Term 60 Months
- Syndication
- Add to Existing Service Contract #

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: EFFINGHAM COUNTY BOARD OF COMMISSIONERS			
Address Line 1: 804 S LAUREL ST		Contact: MARK BARNES	
Address Line 2:		Phone: (912)754-2143	
City: SPRINGFIELD		E-mail: mbarnes@effinghamcounty.org	
ST/Zip: GA/31329-9235	County: EFFINGHAM	Fax:	
Service Term (Months) 12	Base Billing Frequency QUARTERLY	Overage Billing Frequency QUARTERLY	Service Type GOLD

SHIP TO INFORMATION					
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax	
EFFINGHAM COUNTY SUPERIOR COURT	901 N PINE ST Tax Commissioner	SPRINGFIELD GA/31329-4520 EFFINGHAM	MARK BARNES	(912)754-2143 mbarnes@effinghamcounty.org	
PRODUCT INFORMATION					
Product Description	QTY	Service Level	Total B/W Allowance B/W Ovg	Total Color Allowance Color Ovg	Service Base QUARTERLY
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0 0.0083	0 0.0541	\$0.00



Item XI. 6.

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS NETWORK & SCAN CONNECT - SEG BC2	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: Alison Bruton	Printed Name:
Title:	Title:
Date	Date

Initials





Ricoh USA, Inc. Item XI. 6.
 300 Eagleview Blvd
 Suite 200
 Exton, PA 19341

U.S. Communities Product Schedule

Product Schedule Number:
Master Lease Agreement Number: 1038113

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and EFFINGHAM COUNTY BOARD OF COMMISSIONERS, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____ . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

EFFINGHAM COUNTY BOARD OF COMMISSIONERS				MARK BARNES			
Customer (Bill To)				Billing Contact Name			
901 N PINE ST				804 S LAUREL ST			
Product Location Address				Billing Address (if different from location address)			
SPRINGFIELD	EFFINGHAM	GA	31329-4520	SPRINGFIELD	EFFINGHAM	GA	31329-9235
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (912)754-2143			Billing Contact Facsimile Number		Billing Contact E-Mail Address mbarnes@effinghamcounty.org		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	901 N PINE ST, SPRINGFIELD, GA, 31329-4520, US

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>	Minimum Payment <i>(Without Tax)</i>	Minimum Payment Billing Frequency	Advance Payment
12	\$511.11	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1st Payment <input type="checkbox"/> 1st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**



3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: <u>Alison Bruton</u></p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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Item XI. 6.

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	EFFINGHAM COUNTY BOARD OF COMMISSIONERS		
Contact Name:	MARK BARNES	Phone:	(912)754-2143
Address:	901 N PINE ST	City:	SPRINGFIELD
State:	GA	Zip:	31329-4520
		Fax/Email:	mbarnes@effinghamcounty.org

Make	Model	Serial Number
	MP3555SP	C310L100027/C83226967

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____
 Name: Alison Bruton
 Title: _____
 Date: _____

RICOH USA, INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Initials



Certificate Of Completion

Envelope Id: 98CE7AA4B69E40489E11672B71A2640E	Status: Delivered
Subject: Ricoh Docs for EFFINGHAM COUNTY BOARD OF COMMISSIONERS to Review & Sign (Quote 31115063)	
Source Envelope:	
Document Pages: 10	Signatures: 0
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ricoh DocuSign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 6117
	Macon, GA 31208
	RicohDocuSign@Ricoh-usa.com
	IP Address: 205.145.18.4

Record Tracking

Status: Original 4/18/2022 2:47:58 PM	Holder: Ricoh DocuSign RicoHDocuSign@RicoH-usa.com	Location: DocuSign
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Signer Events

Signature	Timestamp
Alison Bruton ABruton@EffinghamCounty.org Security Level: Email, Account Authentication (None)	Sent: 4/18/2022 2:48:01 PM Viewed: 4/19/2022 5:17:44 AM
Electronic Record and Signature Disclosure:	
Accepted: 4/19/2022 5:17:44 AM ID: 94e336c2-279c-4667-aa75-4d00b2238277	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tolmie Heather Holcombe
Heather.Tolmie@ricoh-usa.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/18/2022 2:48:01 PM
Viewed: 4/18/2022 3:34:10 PM

Electronic Record and Signature Disclosure:
Accepted: 12/9/2021 5:01:18 AM
ID: 86f48f7f-21ae-4f40-a424-a8bafc7de7ba

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	4/18/2022 2:48:01 PM
Certified Delivered	Security Checked	4/19/2022 5:17:44 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

Staff Report

Subject: Approval of the Enterprise Agreement to Sell Customer Vehicles

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: May 3, 2022

Item Description: Agreement to Sell Customer Vehicles

Summary Recommendation: Staff recommends Approval of the Enterprise Agreement to Sell Customer Vehicles

Executive Summary/Background:

- As new vehicles are received through the Enterprise lease program, they will collect our old fleet vehicles and auction them. This agreement is a new requirement from Enterprise and is needed in order to continue this process.

Alternatives for Commission to Consider

1. Approval of the Enterprise Agreement to Sell Customer Vehicles
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, County Manager

Funding Source:

Attachments:

1. Enterprise Agreement to Sell Customer Vehicles

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and Effingham County B.O.C. (hereinafter referred to as “CUSTOMER”), on the other hand on this 13 day of April, 2022 (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$400 or the maximum permitted by law (“Service Fee”).
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise’s obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

Staff Report

Subject: Approval of Updated Agreement with CoStar for Software used by the Tax Assessor's Office

Author: Alison Bruton, Purchasing Agent

Department: Tax Assessor

Meeting Date: May 3, 2022

Item Description: Updated Agreement with CoStar for Software used by the Tax Assessor's Office

Summary Recommendation: Staff recommends Approval of the Updated Agreement with CoStar for Software used by the Tax Assessor's Office

Executive Summary/Background:

- The Tax Assessor's Office currently has an agreement in place with CoStar which they use to value buildings that have leases on them for the Income Approach appraising method. They have requested an additional feature which will allow them to do searches outside of the Savannah market, which is their current limit.
- The current agreement is \$720.00 per month, and the additional feature will add \$150.00, bringing the total to \$870.00 per month.

Alternatives for Commission to Consider

1. Approval of the Updated Agreement with CoStar for Software used by the Tax Assessor's Office.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Finance, Tax Assessor, Purchasing

Funding Source: Tax Assessor's Operating Budget

Attachments:

1. Updated Agreement with CoStar



**Transportation
 Security
 Administration**

Sole Source Justification (SSJ)

SECTION I: Introduction and Agency and Contracting Activity

This Sole Source Justification (SSJ) is prepared pursuant to the requirements section 4202 of the Clinger-Cohen Act of 1996 or the Services Acquisition Reform Act of 2003 (41 U.S.C. 428a) as implemented by Federal Acquisition Regulation (FAR) Subpart 13.501 and consistent with the content requirements of FAR 6.303-2.

The Transportation Security Administration (TSA), Office of the Chief Administrative Officer (CAO), Office of Field Real Estate Services (FRES) and Office of Acquisition propose to solicit and issue a Purchase Order to one source on the basis of only one source is reasonably available (FAR 13.501(n)(1)(ii)).

The procurement request number is 2114204RES029 and the Office of Acquisition's tracking number is JA-2014-1-1086.

This acquisition is conducted under FAR Part 13.5, Test Program for Certain Commercial Items.

TSA intends to post the requirement pursuant to FAR 13.501(n)(1)(iii)

SECTION II: Description of Action Being Approved

This SSJ justifies and approves TSA's acquisition approach to award a sole source contract to CoStar Inc. ("CoStar") using Commercial Test procedures without seeking competition for a market research tool that provides verified, commercial real estate information on a comprehensive, nationwide scale. This action is being taken pursuant to FAR 13.501. CoStar is the only company that provides a solution that meets FRES's commercial market research needs.

SECTION III: Description of Supplies or Services

The requirement is to provide a market research tool that provides verified information on commercial real estate available for leasing on a nationwide scale. This tool is needed for 8 TSA employees for the base year, and between 8-11 employees for option years. TSA requires this tool because it has requirements for leasing offices for TSA workspace across the U.S. (currently, TSA leases space around 450 federalized airports) and requires a tool that will provide TSA with commercial real estate market research when TSA has a requirement for future leased space.

CoStar is the only provider of the required research tool. CoStar's entry-level product, CoStar Property Express, meets TSA's requirement, and therefore is the item being approved by this SSJ. TSA also requires that four users have mobile access to the tool, which CoStar accomplishes with their Key Token product, which is a security device that has built-in authentication mechanisms that allows users to access the CoStar tool anywhere.

A summary of this requirement is as follows:

- 1) 8 license subscriptions to the CoStar Property Express product (five years, including option years).
- 2) 4 FOB Key Tokens
- 3) Up to three additional subscriptions to the CoStar Property Express product for Option Years 1-4.

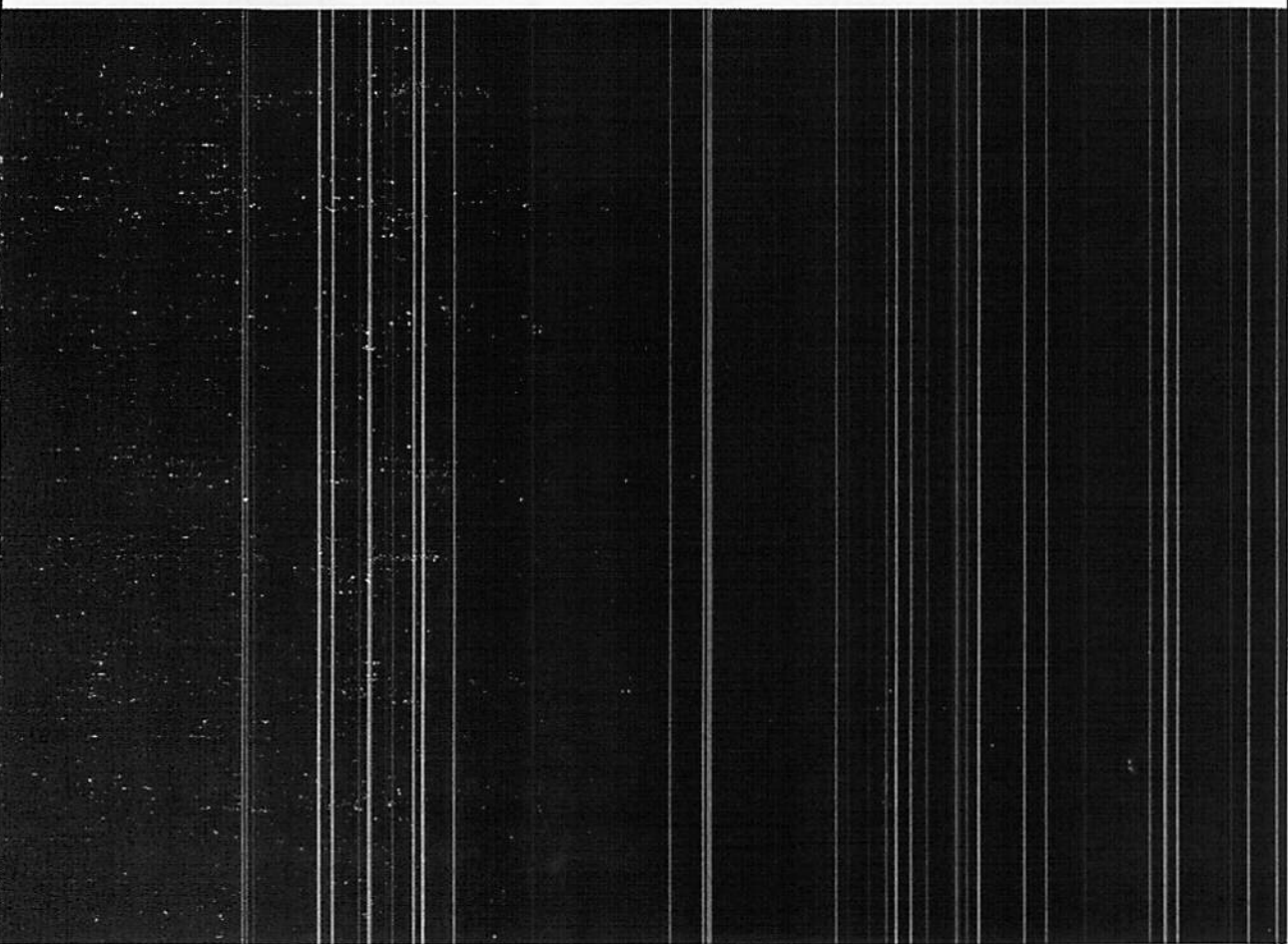
IGCE Summary

Period	Total
Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
Total	

SECTION IV: Identification of the Single Source Solicitation Authority

This action is being taken under the authority of the Test Program for Commercial Items, 4202 of the Clinger-Cohen Act of 1996 or the Services Acquisition Reform Act of 2003 (41 U.S.C. 428a) (see FAR 13.501(a)(1)(ii)).

SECTION V: Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.



SECTION VI: Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable

On January 15, 2014, TSA posted a Special Notice on the Government Point of Entry that highlighted TSA intention to contract with CoStar on a sole source basis, and the notice requested that interested vendors in meeting this requirement submit their information outlining their capabilities to TSA. TSA did not receive any submission from vendors prior to the response deadline, January 21, 2014; therefore, no other potential sources, other than CoStar Inc., have been identified that can meet this requirement.

SECTION VII: Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.

Award to CoStar is contingent upon the Contracting Officer's determination of price reasonableness. The Contracting Officer anticipates evaluating the price for fair and reasonableness by comparing offered pricing with pricing found in current Government contracts.

Market research was conducted through a search of the Internet for various sources providing commercial real estate data that might provide the details TSA RRES requires for market research needs. Also, two federal agencies that recently procured a commercial real estate data provider were contacted to discuss their procurement approach and selected Contractor. A firm in this industry (CoStar) was contacted for Market Research pricing, and information regarding their offered subscriptions;

CoStar is the only firm that has expressed an interest in this requirement.

TSA will monitor the industry and identify products that can meet TSA's future requirements for commercial market research information.

I certify that the data supporting the recommended use of other than full and open competition is accurate and complete to the best of my knowledge and belief.

I certify that this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate.

Loretta Hawley
Name (Printed)

Loretta Hawley
Signature

1/22/2014
Date

Khlana Brown
Name (Printed)

Khlana Brown
Signature

1/24/14
Date

Scott Dalton
Name (Printed)

Scott Dalton
Signature

1/23/2014
Date

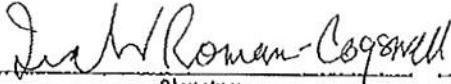

The required levels of concurrence and approval of this Limited Sourced Justification depend on the estimated total value of the procurement. Concurrence and approval must be obtained for that level and each previous level.

Concurrence

Program Manager:
Khlana Brown
Name (Printed)

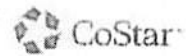
Khlana Brown
Signature

1/24/14
Date

Acquisition Official Approval		
Branch Chief:		
Isabel Roman-Cogswell		1/24/2014
Name (Printed)	Signature	Date
Acquisition Official Approval		
Division Director:		
Marvin Grubbs		1/24/2014
Name (Printed)	Signature	Date

CoStar
Information
Subscription Form

FOR INTERNAL ONLY: (Ref ID) 1006057	
AE:	Brandon Szmidt
Location ID	36105980
Business Code:	Government



BILL TO:	
Licensee: Effingham County Assessor Office	Location ID: 36105980
Address: 901 N Pine St	City/Prov/Postal Code: Springfield, GA 31329
Telephone: (912) 754-2125	
Bill-To Contact: Neil Groover	Email for Bill-to-Contact: ngroover@effinghamcounty.org
USE:	BILLING CYCLE:
Total No. Listings: 0	<input checked="" type="checkbox"/> Monthly
Total No. Sites: 1	<input type="checkbox"/> Quarterly
Total No. Authorized Users (All Sites): 2	<input type="checkbox"/> Yearly
TERM:	COMPS HISTORICAL DATA:
One Year Initial Term	From (MMYY): 4/2000 (COMP'S Subscribers)
INVOICE TYPE/BILLING PREFERRED:	START DATE:
Single Invoice	Immediate Start

SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
36105980	Savannah	CoStar Suite	\$720.00
Total Monthly Fees From Additional Schedule of Services			
Discount:			
Total Monthly License Fees:			\$720.00
Discounted Monthly License Fees:			

Notes:

This agreement includes the applicable Terms and Conditions for the services identified above, available at <https://www.apartments.com/advertise/disclaimers/internal-advertising-terms-and-conditions> and/or <https://www.costar.com/CoStarTerms-and-Conditions>, and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Customer/Licensee (collectively, the "Agreement"), and establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. The Terms and Conditions are an integral part of the Agreement being formed hereby. In addition, where applicable, this Agreement incorporates by reference the website Terms of Service/Use available online at www.apartments.com, www.apartmentfinder.com and www.costar.com (collectively, the "Website Terms of Use"). Customer/Licensee agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Website Terms of Service. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event that Licensee does not execute this Agreement by the following date 4/30/2019, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By:

Name: Max Linnington

Title: SVP Sales & Customer Service

Date: Apr 18, 2019

Address: 1331 L St NW

Address: Washington, DC 20005-4101

Licensee

Signature:

Print Name: Phil Kieffer

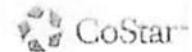
Title: Vice-Chair, ECBOC

Date: 05/07/2019

Address: 901 N Pine St

Address: Springfield, GA 31329

CoStar
Information
Subscription Form



Licenses: Effingham County Assessor Office		Location ID: 36105980	
Address: 901 N Pine St		City/State/Zip: Springfield, GA 31329	
Total Number of Authorized Users at Site: 2			

USERS AT ABOVE LISTED SITE

Contact Name: Neil Groover	Phone: 912-754-2125
Email: ngroover@effinghamcounty.org	Role: User

Contact Name: Jennifer Keyes	Phone: 912-754-2125
Email: jkeyes@effinghamcounty.org	Role: User

CoStar
Information
Subscription Form

FOR INTERNAL ONLY: (Ref ID) 1817204	
AE:	Olivia Stevenson
Location ID:	36105980
Business Code:	Government



BILL TO:	
Licensee: Effingham County Assessor Office	Location ID: 36105980
Address: 901 N Pine St	City/State/Zip: Springfield, GA 31329
Telephone: (912) 754-2125	
Bill-To Contact: Neal Groover	Email for Bill-To Contact: ngroover@effinghamcounty.org
USE:	
BILLING CYCLE:	
Total No. Listings: 0	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually
Total No. Sites: 1	<input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly
Total No. Authorized Users (All Sites): 2	
TERM:	
One Year Initial Term	
INVOICE TYPE/BILLING PREFERRED:	
Single Invoice	START DATE: Immediate Start


SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
36105980	All Data	CoStar Suite	\$870.00
Total Monthly Fees From Additional Schedule of Services:			
Discount:			
Total Monthly License Fees:			\$870.00
Discounted Monthly License Fees:			

Notes: This Agreement supersedes the agreement between the above-named Customer/Licensee and CoStar/Licensor dated 06/02/2019 relating to the provision of CoStar services, except for those terms that survive termination and any outstanding license fees.

This agreement includes the applicable Terms and Conditions for the services identified above, available at <https://www.apartments.com/advertise/disclaimers/internet-advertising-terms-and-conditions>, <https://www.apartments.com/advertise/ocps-terms-conditions> and/or <https://www.costar.com/CoStarTerms-and-Conditions>, and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Customer/Licensee (collectively, the "Agreement"), and establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. The Terms and Conditions are an integral part of the Agreement being formed hereby. In addition, this Agreement incorporates by reference the website Terms of Service/Use (the "Website Terms of Use") available online for each applicable service provided under this Agreement (e.g., www.costar.com, www.apartments.com, www.apartmentfinder.com, etc.). Customer/Licensee agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Website Terms of Service. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this Agreement by the following date 4/30/2022, the terms of this Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this Agreement after such date, this Agreement shall continue in full force and effect and be binding on the parties. Licensee may not make any changes to this Agreement unless agreed to by CoStar in writing. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By: 

Name: Scott Wheeler

Title: Chief Financial Officer

Date: April 19, 2022

Address: 1331 L St NW

Address: Washington, DC 20005-4101

Licensee

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 901 N Pine St

Address: Springfield, GA 31329



CoStar
Information
Subscription Form

AUTHORIZED SITE & USERS LIST	
Licensee: Effingham County Assessor Office	Location ID: 36105980
Address: 901 N Pine St	City/State/Zip: Springfield, GA 31329
Total Number of Authorized Users at Site 2	

USERS AT ABOVE LISTED SITE	
Contact Name: Neal Groover	Phone: (912) 754-2125
Email: ngroover@effinghamcounty.org	Role: User
Contact Name: Jennifer Keyes	Phone: (912) 754-2125
Email: jkeyes@effinghamcounty.org	Role: User

Staff Report

Subject: Consideration to Approve a Resolution of Surplus

Author: Alison Bruton, Purchasing Agent

Department: Various

Meeting Date: May 3, 2022

Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:

- From time to time the County has broken, unused, damaged or extra inventory. In order for the county to properly dispose of these items they must be declared surplus in accordance with O.C.G. A § 36-9-2 which states that the county "...may, by order entered onto its minutes, direct the disposal of any real property which may be lawfully disposed of and make and execute good and sufficient title thereof on behalf of the County."
- This resolution consists of various items which have either been replaced or are no longer in use.
- This is a list of vehicles to surplus due to receipt of Enterprise vehicles.

Alternatives for Commission to Consider:

1. Board's approval of the Resolution of Surplus.
2. Do not approve the Resolution of Surplus

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Various

Funding Source: NA

Attachments: Resolution of Surplus

NOTICE OF SALE

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on **May 3, 2022** by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

Description	Department	Year	Make	Model	Serial Number / Identifying Number	Amount	UOM
Vehicle	ECSO	2014	Dodge	Charger	2C3CDXAT8EH191306	1	ea
Vehicle	ECSO	2013	Dodge	Charger	2C3CDXAT9DH701239	1	ea
Vehicle	ECSO	2014	Dodge	Charger	2C3CDXAT3EH348756	1	ea
Vehicle	ECSO	2014	Dodge	Charger	2C3CDXATXEH191310	1	ea
Vehicle	ECSO	2014	Dodge	Charger	2C3CDXAT5EH348757	1	ea
Vehicle	ECSO	2014	Dodge	Charger	2C3CDXAT4EH348751	1	ea
Vehicle	Recreation	1998	Chevrolet	C1500	1GCEC14W7WZ113675	1	ea
Vehicle	Recreation	2010	Ford	Explorer	1FMEU6DE9AUA42739	1	ea

Pursuant to said resolution the above described surplus property will be demolished, offered for sale by auction or by sealed bid; will be traded for newer or alternate equipment or will be donated to non-profit.

This _____ day of May 2022

Effingham County Board of Commissioners

ATTEST:

Stephanie Johnson, County Clerk

Staff Report

Subject: Effingham Parkway Intersections – Design Change Order #4 under Work Order #6

Author: Eric Larson, Asst. County Manager

Department: County Engineering

Meeting Date: May 3, 2022

Item Description: Approve a change order to Atlas Technical Consultants to add roundabout intersections on Effingham Parkway at Goshen Road and proposed Gateway Parkway.

Summary Recommendation:

Recent discussions with traffic management in the County has raised the question of the need to consider the design of the Goshen Road intersection with Effingham Parkway. It is currently designed as a 2-Way stop. Recent study of traffic warrants suggests a roundabout is the preferred intersection solution. Likewise, a roundabout intersection with the proposed Gateway Parkway within the Omni-Trax development will facilitate a higher level of service at the intersection. The County received a proposal from the Effingham Parkway designer, Atlas Technical Consultants, to design both intersections and submit them to GDOT for approval. GDOT will add the changes to the construction contract.

Executive Summary/Background:

- Moreland Altobelli (now Atlas) was contracted for Effingham Parkway design.
- Design will be concurrent with the construction project and added by change order by the GDOT to Balfour Beatty so that the work can be done as part of the current construction project.
- Omni-Trax will cost share in the design and construction of the Gateway Parkway intersection. Those terms have not been defined at this time and will be agreed to once budget estimates are available.
- The County and GDOT have agreed that the County will pay for the re-design of the Goshen Road intersection and GDOT will pay for the construction.

Alternatives for Commission to Consider

1 - Approve the supplemental funding request #4 with Atlas Technical Consultants in the amount of \$398,270.

2 – Take no action and request more information.

3 - Deny. The Goshen Road intersection will be constructed as is. The Gateway Intersection will be built by the developer via encroachment permit after construction is complete.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: TSPLOST

Attachments: Supplemental Funding Request #4 under Work Order #6



April 6, 2022

Mr. Wesley Corbitt
 Chairman
 Effingham County Board of Commissioners
 601 N. Laurel Street
 Springfield, GA 31329

Re: Supplemental Funding Request for Work under EFF008 Work Order # 06
 Effingham Parkway, Effingham County, P.I. 0006700
 Use on Construction plans for two roundabouts

Dear Chairman Corbitt-

Please consider this letter as Atlas Technical Consultants (Atlas) request for supplemental funding related to the Preliminary Engineering (PE) phase for the Effingham Parkway project in Effingham County under the EFF008 Work Order # 06. These costs will be considered as reimbursable under the existing Project Framework Agreement for PE costs between the Georgia Department of Transportation (GDOT) and Effingham County. This request is due to the additional work related to the addition of two roundabouts – one at Goshen Road and Effingham Parkway and other one at Gateway Connector Road and Effingham Parkway.

The work to be performed in the areas of roadway, survey, environmental, and lighting will be utilized in the preparation of Use On Construction (UOC) mainline plan changes so GDOT's contractor can build the Effingham Parkway to be consistent with these plan changes. Atlas will work with Effingham County and GDOT to handle these plan changes and the necessary documentation to obtain GDOT approval of plans.

The additional tasks are listed below with a brief explanation:

Additional work to prepare UOC Plans (\$398,270)

1. Roadway plan changes issued as UOC plans for the contractor: \$205,490
2. Additional Survey and updates: \$29,580
3. Environmental work for Archaeology, History, Ecology, and management of study updates: \$45,600
4. Right-of-way appraisal, negotiation, and closing documents for four parcels: \$40,000
5. Lighting at two roundabouts per GDOT requirements: \$50,000
6. Additional Project Management services for two roundabouts: \$27,600

Assumptions and/or Exclusions:

Atlas assumed the following for this fee estimate to prepare the UOC plans for Effingham County and GDOT:

- ✓ Peer review process for the roundabouts is expected to be handled by GDOT per the initial discussion with GDOT D5 and Effingham County.

- ✓ Ecology work related to the updated Assessment of Effects (AOE) addendum covers any newly added species to be included in the report. No species surveys are anticipated to be required. AOE addendum will be prepared in GDOT's latest template to capture all the changes.
- ✓ No delineations, delineation updates, or updating previous wetland/stream forms are required outside of the survey needed strictly for the roundabouts.
- ✓ A full Ecology addendum is assumed for these roundabout additions and do not anticipate the need for a new EPD buffer variance.
- ✓ Negative findings are expected for the new shovel tests related to archaeology.
- ✓ No new additional resources for history are expected due to the roundabouts.
- ✓ Anticipate preparing one set of documents including permit modification for both roundabouts going through GDOT with archaeology report being an ASR.
- ✓ Preliminary title certificates, closing and final title certificates to be provided by Effingham County.

We have enjoyed working for Effingham County and look forward to the successful completion of these time sensitive Use on Construction Plans with the approval of this supplemental funding request in the amount of \$398,270. If there are any questions concerning this information, or if any additional information is needed, please do not hesitate to contact me at 678-728-9064 or on my cell at 404-931-3792.

Sincerely,



L. N. Manchi, P.E., PMP
Project Manager

cc: Tim Callanan, Effingham County Manager
Eric Larson, Effingham County Assistant County Manager

Effingham County
Effingham Pkwy / Goshen and Gateway Connector Roundabouts

**Detailed Description of
Estimated Project Costs**

Phase: POST
Phase No. N/A

6-Apr-22

Atlas Technical Consultants

1. Direct Labor (Specify)				
Personnel	Est Hours	Rate/Hr	Est. Cost (\$)	Totals
SURVEY UPDATE				
Project Manager	8	\$230.00	\$1,840.00	
Survey Proj. Manager (RLS)	8	\$150.00	\$1,200.00	
Survey Technician	48	\$85.00	\$4,080.00	
Survey Crew (2 Man)	174	\$120.00	\$20,880.00	
TOTAL	238			\$28,000.00
ROADWAY DESIGN				
Project Manager	102	\$230.00	\$23,460.00	
Highway Group Manager	78	\$230.00	\$17,940.00	
Sr. Roadway Engineer	702	\$125.00	\$87,750.00	
Roadway Engineer	870	\$100.00	\$87,000.00	
Roadway Technician / CAD	104	\$75.00	\$7,800.00	
Sr. Environmental Planner	40	\$135.00	\$5,400.00	
Environmental Planner	430	\$90.00	\$38,700.00	
TOTAL	2326			\$268,050.00
R/W PLANS				
Project Manager	10	\$230.00	\$2,300.00	
Highway Group Manager		\$230.00		
Sr. Roadway Engineer	8	\$125.00	\$1,000.00	
Roadway Engineer	40	\$100.00	\$4,000.00	
TOTAL	58			\$7,300.00
Total Direct Labor				\$303,350.00
2. Other Direct Costs (Specify)				
Plotting/Reproduction				
Travel/Mileage				\$2,130.00
Lodging/Meals				\$2,790.00
Lighting for two roundabouts - Wi Skies (sub-consultant)				\$50,000.00
Right-of-way services for four parcels				\$40,000.00
Total Other Direct Costs				\$94,920.00
3. Maximum Amount of Contract Proposal (1) + (2)				\$398,270.00

6-Apr-22

MAN-HOUR ESTIMATE													
Task Description	ADMIN			ROADWAY				ENVIRONMENTAL			SURVEYING		
	Principal	Project Manager	Admin Assistant	Highway Group Mgr	Sr. Roadway Engineer	Roadway Engineer	Roadway Tech. / CAD	Sr. Env. Planner	Env. Planner	Env. Technician	Survey Proj. Manager	Survey Technician	Survey Crew (2 Man)
SURVEY UPDATE		8											
Field Surveys													90
Survey Data Reduction											4		
Update CAiCE DTM												24	
Update Microstation Topography Files												24	
R/W Staking													84
Property Resolution											4		
TOTALS		8									8	48	174
ROADWAY DESIGN													
Project Management													
Project Management / Administration		44		8									
Coordination Meetings (3)		12		6	6								
Coord. with Gateway Conn. Project		16		4	16								
Utility Coordination		4		4	36								
Road Design													
Fastest Path Analysis		4		4	80	16							
Typical Sections					4		16						
Geometric Design (Plan, Prof, Xsec)		6		24	200	400							

Effingham County
Effingham Pkwy / Goshen and Gateway Connector Roundabouts

6-Apr-22

MAN-HOUR ESTIMATE													
Task Description	ADMIN			ROADWAY				ENVIRONMENTAL			SURVEYING		
	Principal	Project Manager	Admin Assistant	Highway Group Mgr	Sr. Roadway Engineer	Roadway Engineer	Roadway Tech. / CAD	Sr. Env. Planner	Env. Planner	Env. Technician	Survey Proj. Manager	Survey Technician	Survey Crew (2 Man)
Update Staging Plans					48	104							
Utility Plans (inc. conflict review)					32		32						
Drainage Design / Hydrology													
Roadway Drainage Design					120								
Drainage Profiles						120							
Erosion Control													
BMP Plan Update					32	80							
UOC Revision													
Plan Prep		4				16	40						
Quantities Req'd on Construction		8		4	16	48							
Revision Summary						6							
Plan Reviews													
Quality Assurance Review		2		12	32								
Address Comments (GDOT & Internal)		2		12	80	80	16						
ENVIRONMENTAL													
Archaeology									164				
History									16				
Ecology Field Survey									40				
Ecology AOE Addendum									198				
Air Update Memo									12				

Effingham County
Effingham Pkwy / Goshen and Gateway Connector Roundabouts

6-Apr-22

MAN-HOUR ESTIMATE													
Task Description	ADMIN			ROADWAY				ENVIRONMENTAL			SURVEYING		
	Principal	Project Manager	Admin Assistant	Highway Group Mgr	Sr. Roadway Engineer	Roadway Engineer	Roadway Tech. / CAD	Sr. Env. Planner	Env. Planner	Env. Technician	Survey Proj. Manager	Survey Technician	Survey Crew (2 Man)
Environmental Management		24						40					
TOTALS		102		78	702	870	104	40	430				
R/W PLANS													
Plan Development													
R/W Plan Revision (1 large parcel)		8				40							
Quality Assurance Review		2		4	8								
TOTALS		10		4	8	40							
GRAND TOTALS		120		82	710	910	104	40	430		8	48	174

Subject: Courthouse Road realignment at McCall Road – Design contract
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: May 3, 2022
Item Description: Approve a design contract to realign Courthouse Road at the northern end of McCall Road per recommendations in the 2021 TSPLOST referendum and 2020 Transportation Masterplan

Summary Recommendation:

The County identified a need to realign the terminus of Courthouse Road with McCall Road near State Hwy 21 in Springfield to improve performance and safety of the intersection. The proposed scope of work for design is to consider two or more design alternatives and prepare construction drawings of the selected design. The consultant will also provide assistance with bidding and oversee construction.

Executive Summary/Background:

- TSPLOST referendum recommended alternate 1 with a design and construction estimate of \$640,950. Design cost was estimated at \$45,000.
- The 2020 Transportation Masterplan recommended alternate 2 with a design and construction cost of \$7,598,000. Design cost estimated at \$844,000.
- The County solicited proposals on February 11, 2022 from the pre-qualified consultants on the 2021 Indefinite Delivery Contract (IDC)
- On March 22, 2022, the County received four proposals for services.
- The low cost most responsive proposal was from Alliance Consulting Engineers for \$405,000. They estimate the project would be ready for construction in 17 weeks.
- The best proposed work plan was from Atlas Technical Consultants for \$496,180. They estimate the project would be ready for construction in 18 weeks.
- Staff review of the proposals summarizes that all four proposals are responsive and capable of performing the scope of work. The best combination of cost and approach was from Atlas, who demonstrated knowledge of GDOT procedures and provided a very detailed work plan. Alliance had the lowest price but the scope of work lacked detail.
- All four cost proposals exceeded TSPLOST funding available. Staff recommends moving forward with design and seeking additional funding.

Alternatives for Commission to Consider

- 1 - Approve design contract with Atlas Technical Consultants in the amount of \$496,180.
- 2 – Approve design contract with Alliance Consulting Engineers in the amount of \$405,000.
- 3 - Take no action and request more information from the top two firms.
- 4 – Take no action. Delay project until additional funding for right-of-way acquisition and construction can be obtained.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: TSPLOST.

Attachments:

1. Bid Tab	2. Project map
3. Alliance Consulting proposal	4. Atlas proposal

Courthouse Road Realignment Design Proposals

	Alliance		Atlas		HGB		POND		Time (weeks)
	Cost	Time (weeks)	Cost	Time (weeks)	Cost	Time (weeks)	Cost	Time (weeks)	
							Alt 1	Alt 3	
Concept	\$ 19,500.00	6	\$ 66,580.00	12	\$ 93,098.00	16	\$ 48,753.48	\$ 106,778.23	8
Prelim Eng	\$ 93,000.00	8		8	\$ 72,080.00	24	\$ 60,390.16	\$ 164,877.82	4
Pre. Design	\$ 65,000.00	8		16	\$ 139,430.00				12
Final Eng.	\$ 50,000.00	10	\$ 249,140.00	20	\$ 92,020.00	24	\$ 52,258.61	\$ 131,310.71	10
Permitting	\$ 19,500.00	8							8
ROW	\$ 53,000.00	12	\$ 74,000.00	16	\$ 84,700.00	24	\$ 46,754.75	\$ 183,895.97	24
Bidding	\$ 15,000.00	8							6
Construction	\$ 75,000.00	36	\$ 106,460.00	36	\$ 177,190.00	60	\$ 81,329.63	\$ 118,684.37	36
Close out	\$ 15,000.00	6							
	\$ 405,000.00	102	\$ 496,180.00	108	\$ 658,518.00	148	\$ 289,486.63	\$ 705,547.10	108
		25.5		27		37			27
		Months		Months		Months			Months



1 inch = 254 feet

Study Area Legend

- Intersection Eliminated
- Alternate 1
- Alternate 2

Road Centerlines

- Collector
- Freeway
- Highway
- Local
- Major Arterial
- Minor Arterial
- Railroads

Effingham County Study Area (MIC)



NOTICE TO PROCEED

TO: Atlas

RE: NOTICE TO PROCEED

Task Order 22-25-009 - Courthouse Road Realignment

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time.

Dated this ____ day of _____, 2022

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

March 22, 2022

Effingham County Board of Commissioners
ATTN: Purchasing Office
804 South Laurel Street
Springfield, Georgia 31329

Re: Request for Proposal
RFP 22-25-009
Courthouse Road Realignment Concept Plans, Final Design, and Construction
Management Services

To whom it may concern:

Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal to the Effingham County Board of Commissioners for the subject project. Our experience on similar projects throughout the state has enabled us to quickly evaluate project needs and develop an efficient plan of action. With the leadership of Project Manager Alan Smith, supported by a staff of engineers, environmental specialists, and right-of-way acquisition professionals, we are poised to provide complete satisfaction to the County. I will provide project oversight and be available to you at all times if the need arises.

Please accept this proposal in response to the Request for Proposal. If you have any questions, please do not hesitate to contact me at 770.530.9194.

Sincerely,

A handwritten signature in blue ink that reads "Todd Long".

Todd I. Long, PE, PTOE
Principal in Charge

Addendum No.1
RFP 22-25-009 – Courthouse Road Realignment

17) QUESTION: Will the County require CADD files to be submitted in a specific format?
ANSWER: See Answer #16

All other terms and conditions in RFP 22-25-009 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

Todd I. Long, PE, PTOE

Print Name



Signature

3/21/2022

Date

END OF ADDENDUM NO. 1

B | PROPOSED WORK PLAN

PROJECT UNDERSTANDING

The work outlined in Effingham County RFP No 22-25-009 is to provide engineering design, bidding assistance, and construction management services for a project to realign Courthouse Road as shown in the graphic below. The project and general scope of work are identified in the County's Transportation Master Plan. Funding for the project will be 100% local 2020 TSPLOST money, allowing the project to follow a plan development process defined by the County. One alternate under consideration involves work on State Route 21 and requires that GDOT encroachment permit guidelines and protocols be followed. We expect the schedule for the overall contract to last approximately 30 months if Alternate #2 is selected. If Alternate #1 is selected, the schedule will be approximately 15 months. The schedule included herein includes time for concept studies, design, right-of-way acquisition, and construction.

Alan Smith, who has over 30 years of experience in the transportation engineering field, will serve as the Project Manager and the County's single point of contact. He has worked on countless projects in middle Georgia and has worked on several projects in Effingham County. He is a hands-on project manager, a great communicator, and able to effectively lead a multi-disciplined team of engineers and environmental specialists. Todd Long will act as Principal-in-Charge and be responsible for project oversight and ensuring that Alan has access to the right personnel in the time frame he needs them.

There are two alternates that will be evaluated and those are shown here for reference purposes. Alternate 1 is shown in green and Alternate 2 is shown in yellow. During concept development another option may surface for consideration. This proposal, however, focuses on the two alternates presented in the RFQ. Our approach to the work is provided in the following pages.



B | PROPOSED WORK PLAN

PROJECT APPROACH

Phase 1 Engineering

Phase 1 will consist of validating the concepts for Alternates 1 and 2 and the selection by the County of the preferred alternate. Our approach and scope for this Phase will consist of the following tasks:

Traffic Analysis – Atlas engineers will evaluate the proposed realignment of Courthouse Road for both alternates from a traffic perspective. According to the County's Transportation Master Plan the intersection of McCall Road at Courthouse Road is expected to operate at Level of Service F by the year 2045 under no-build conditions. The proposed realignment was identified as a high priority project and selected for implementation. The study will analyze expected traffic conditions for the two alternates and recommend a preferred alternative. Alternate 1 will realign Courthouse Road to intersect McCall Road at Dasher Drive and install a single lane roundabout. Alternate 2 will realign Courthouse Road to intersect with Webb Road and install a single lane roundabout and continue on to intersect SR 21. The following tasks will be performed:

1. Assimilate traffic data and develop an existing traffic model.
2. Determine growth rate and project future traffic volumes.
3. Conduct a trip distribution/trip assignment for each alternate.
4. Conduct a capacity analysis of the existing year (2022), and for the no build/build scenarios in open year (2025) and design year (2045).
5. Prepare a memorandum describing the findings of the study.
6. Prepare a GDOT Intersection Control Evaluation (ICE) for the intersection of SR 21 at Webb Road (Alternate 2).

Environmental Screening – Atlas environmental specialists will conduct detailed due diligence study via desktop research to identify potential waters of the U.S., protected species habitat, historic and archaeological sites for both alternates. We will then conduct field surveys to delineate wetlands using the three-parameter approach (hydrophytic vegetation, hydric soils, and hydrology) as described in the 1987 U.S. Army Corps of Engineers (USACE) *Wetland Delineation Manual* and utilized in the *2010 Atlantic and Gulf Coastal Plain Regional Supplement*. Delineation boundaries will then be provided to the design team to aid in the selection of the alternate to pursue for Phase 2 Engineering. The Atlas team understands the important role that environmental permitting plays in the delivery process for projects such as this and will work hard to address concerns and problems early so changes can be made to avoid, minimize, mitigate any impacts. If wetlands are identified, our environmental team will also assist with the cost-benefit analysis by estimating wetland impacts and costs of compensatory mitigation for both alternates.

Conceptual Roadway Plans – Conceptual roadway plans will be developed from available County GIS data. Our roadway engineers will coordinate the findings of the traffic and environmental studies with proposed layouts for both Alternate 1 and 2. We will prepare a GDOT-style concept report for both alternates. While not required for locally funded projects, following the general GDOT framework has the advantage of ensuring the analysis is robust and thorough. It reduces the chance of an issue appearing up late in the design that impacts the schedule or right-of-way acquisition. In addition, in cases such as this where the alternates vary widely in scope and scale, a standard format will provide a common template from which to evaluate the pros/cons and costs of each alternate. The concept reports will confirm the proposed alignments, specify the intersection types, outline impacts to the traveling public, provide standardized cost estimates, and include a discussion on

B | PROPOSED WORK PLAN

environmental issues that may require avoidance or mitigation. The concept layouts will also include the approximate construction limits and associated right-of-way impacts along with utility relocations. At the end of Phase 1, the County will have an “apples to apples” comparison from which to make their selection.

Phase 2 Engineering

Phase 2 will consist of developing final construction plans for the County-selected alternate. Our approach for this Phase will follow the same pattern regardless of which alternate is chosen.

Survey and Utility Identification - Field surveys and utility identification will be completed by TR Long Engineering and commence within a week of receiving notice-to-proceed. The field surveys will be performed in Phase 2 to save engineering cost and avoid surveying areas not needed during the design process - we will only survey the selected alternate. Subsurface utility location will be determined by Quality Level B (QLB) location techniques. QLB level of accuracy requires that visible utilities be surveyed and that underground utilities be located horizontally. TR Long is a well-known and respected firm and Atlas has completed a number of projects with them over the years, including most recently the Louisville Road pipe culvert replacement. They know what we need, are familiar with the project area, and will be responsible for merging all currently available survey data and GIS information with the new field data to produce a digital terrain model our engineers can use in design. Survey work will be according to industry standards.

Environmental Permitting – Atlas ecologists will review the Phase 2 final plans and assess impacts to ecological resources. For design cost purposes, we have assumed no streams or buffered waters are present within the site (project is not anticipated to encroach upon the 25-foot buffer of Baker Lake). Our cost also assumes that the project will require authorization from the USACE for the use of Nationwide Permit 14 for impacts to one wetland area. A Pre-Construction Notification (PCN) will be prepared by Atlas ecologists and submitted to USACE requesting this authorization. Additional background research and field surveys would be performed by Atlas personnel. Cultural resources documentation would be prepared in support of the permitting of the selected alternate.

Geotechnical Investigation – Geotechnical scope will consist of an industry standard “soil survey” to establish the types and location of the soils within the project area. It will also determine the usability of excavated soil to be used as fill in another area of the project, if groundwater will be a problem, and the corrosive nature of the soils. To avoid delays, no borings will occur in the railroad right-of-way and no access permit will be required. If soft soils are found at the bottom of cuts or on existing grade where fills will be placed, the field crews will take Shelby tubes in these locations for settlement tests. Other tests will include: USCS, triaxial, consolidation, natural moisture, organic content, CBR tests, and general corrosivity.

Construction and Right-of-Way Plans - After the concept report and layout are approved for the selected alternate, we will begin work on the actual design. The project team will follow a general framework approximating the GDOT Plan Development Process (PDP) but it will be streamlined and abbreviated to the maximum extent possible. For locally funded projects, many of the time-consuming steps in the PDP can be either eliminated or significantly reduced, saving valuable time and design cost without impacting quality. We will apply our knowledge and experience from similar local government projects to create a project development plan that meets the needs of the project and the County. This process will be used as a framework to ensure that we uncover potential problems early, maintain the schedule, and have your project constructed in the shortest time possible. Our final construction plans and documents will include all elements traditionally found in a

B | PROPOSED WORK PLAN

set of plans – bid quantities, general notes, construction plan and profile, drainage, driveway profiles, signing and marking plans, utility plans, cross sections, maintenance of traffic, and erosion control plans. Once we are comfortable the grading limits will not change, we will finalize right-of-way plans allowing acquisition negotiations to proceed. Right-of-way acquisition will be key because there is a good chance of relocations being required for both alternates. The earlier in the plan development process that we can identify right-of-way takes and easements, the better chance we will have to maintain the schedule.

GDOT Encroachment Permit - If Alternate 2 is selected to proceed, we will obtain the required GDOT encroachment permit at the intersection of State Route 21. Atlas staff has a thorough understanding of the encroachment permit process and the specific requirements of GDOT District 5. Our experience will enable us to move forward with confidence as quickly as possible.

Railroad Coordination - Alternate 2 utilizes the Norfolk Southern Railway (NS) passive warning device 620042X at the Webb Road grade crossing, requiring railroad coordination. The Webb Road crossing would need installation of gates, flashing lights and bell crossing signals based on increased highway traffic and over 12 trains per day at 49 mph maximum train speed using the crossing. Atlas has extensive experience in arranging for crossing signal installations by railroads, railroad easement acquisition, government-railroad agreements, railroad-related elements required in contract documents, and the arrangements required for Contractor work on railroad property. The \$300,000 crossing signal installation element may qualify for GDOT Section 130 Program funding.

Utility Coordination - Utility coordination will be handled by our project manager Alan Smith or one of our utility coordination specialists located in District 5. We expect to encounter both public and private utilities within the project corridor including Comcast, Georgia Power, Planters Rural Telephone Company, the City of Springfield Water & Sewer, and Windstream.

Quality Assurance - Atlas maintains a firm-wide quality assurance program designed to set forth policies and procedures to be observed in implementing any project. The plan includes designation of a quality assurance engineer responsible for ensuring the established plan is implemented, and that any observed deficiencies are corrected, including remedial measures to prevent recurrence. After we are selected and prior to design NTP we will develop a project QA/QC plan detailing how and when independent reviews are to occur. All reviews will be completed by Alan Smith or by a designated subject matter expert not involved with the project. Adherence to the QA/QC plan will ensure that both design and construction stay on schedule.



Lighting - If a roundabout is used at an intersection, it needs to have lighting that complies with current AASHTO roundabout lighting policies although the design and construction can comply with local regulations and custom. We will evaluate ambient lighting in the area and the presence of pedestrian traffic to determine the proper design classification to be used to light the roundabout properly. Design will be with a practical focus on any crosswalk areas and the need for approach lighting along each of the legs. Leg lighting can potentially be eliminated along some or all of the legs if there is adequate sight distance of the upcoming cross street. Lighting installation will be accomplished through agreements between the County and Georgia Power.

B | PROPOSED WORK PLAN

Right-of-Way Acquisition

All acquisition and relocation activities will be in accordance with Effingham County local guidelines. Acquisition and relocation activities will not follow guidelines pursuant to the Real Properties Acquisition and Relocation Act of 1970. The proposed project schedule, although realistic, will pose some challenges in terms of right-of-way acquisition. Atlas has experience acquiring right-of-way in Effingham County with turn-key acquisition services provided for the Effingham Parkway project currently under construction. Both Courthouse Road alternates have the potential to impact existing mobile homes and cause a displacement of the occupants. Using local guidelines, Atlas suggests we identify and contact the property owners and tenants early in the acquisition process to allow the time needed to successfully negotiate and relocate the individuals as required. Acquisition will begin at the soonest practical point and include:

Pre-Acquisition/Project Management/Appraisal

- Review of right-of-way and construction plans for inconsistencies with proposed construction limits, acquisition areas, or recent changes to the plans.
- Compare ownership verification reports with property owner names listed on plans.
- Coordinate project inspection with Atlas review appraiser detailing type, level, and number of appraisals needed along with any specialty reports.
- Determine which parcels can be valued using tax value data as a “fast track” method.



Legal

- Meet and review right-of-way plans with the project attorney.
- Establish deadlines for preliminary title opinion submissions and/or ownership verification reports with project attorney.
- Provide preliminary titles for distribution to appraisers and right of way agents.
- Prepare closing documents for use by the Effingham County attorney.

Acquisition/Negotiations

- Prepare offer packages with pre-approved forms including offer letter, summary basis of just compensation, availability of incidental payments, option agreement along with hi-lighted right-of-way plans with cross sections, driveway profiles, signing and marking plans.
- Meet with property ownership and any tenant interests for presentation of offer and explanation of proposed project and features of the parcel acquisition.
- Provide detailed account of the parcel transaction in negotiation log
- Secure written agreement with property owner and/or any tenant interests
- Attend parcel closings as directed by the project attorney

Bidding and Contracting Assistance

Our contract administrator, Mr. John Solomon, will work directly with Effingham County staff to develop the contract documents and include any needed special provisions. When all applicable permit approvals have been obtained, we will submit the appropriate documents to the County's Purchasing Department, incorporating standard County Terms and Conditions and other standard

B | PROPOSED WORK PLAN

documents. Prior to submittal, we will insert the project specific information and review these front-end documents for accuracy, completeness and conformation with the County's bidding requirements. Upon approval of the bid documents by the County, bids will be advertised and received through the County's Purchasing Department. Atlas will provide the following services:

- Prepare the final construction cost estimate based on the plans and final engineers' estimate.
- Attend the pre-bid conference and describe the scope of the project to attendees.
- Ensure questions from bidders are correctly answered and addenda are issued.
- Prepare a bid tabulation and distribute to County staff.
- Review all bids and check references.
- Make recommendation of award.

Construction Management and Inspection

Prior to construction, construction project manager Will Murphy will work with County staff to schedule a preconstruction kick-off meeting. The meeting will include Effingham County contract administration staff, contractor representatives, and the construction inspection and testing team. If any requests for information (RFIs) arise, our team will work promptly to address all questions. For any issues arising during construction, Will Murphy can be on site in short order to assist as needed. The fee included in our cost proposal is based on a 9-month construction schedule and includes part-time field inspection base on an average of two days per week. Staff assignments and the level of inspection will vary depending upon the contractors work schedule, the type of work, and the County's preference on inspection frequency.

Will's staff consists of qualified and experienced construction inspectors who monitor the work in progress. They will observe progress of the work to determine conformity with contract plans and specifications, permits, County standards, and principles of good workmanship. Services provided by the inspectors may include but are not limited to the following:

- Keep daily diaries and accurate records of contractor's operations.
- Prepare daily inspection reports including date stamped photos.
- Document any items that are not in compliance with project plans and specifications.
- Document changes to the plans that are made in the field.
- Verify contractor pay quantities.
- Observe traffic control procedures and report problems immediately.
- Coordinate location of utilities and provide liaison with owners.
- Monitor the erosion control activity

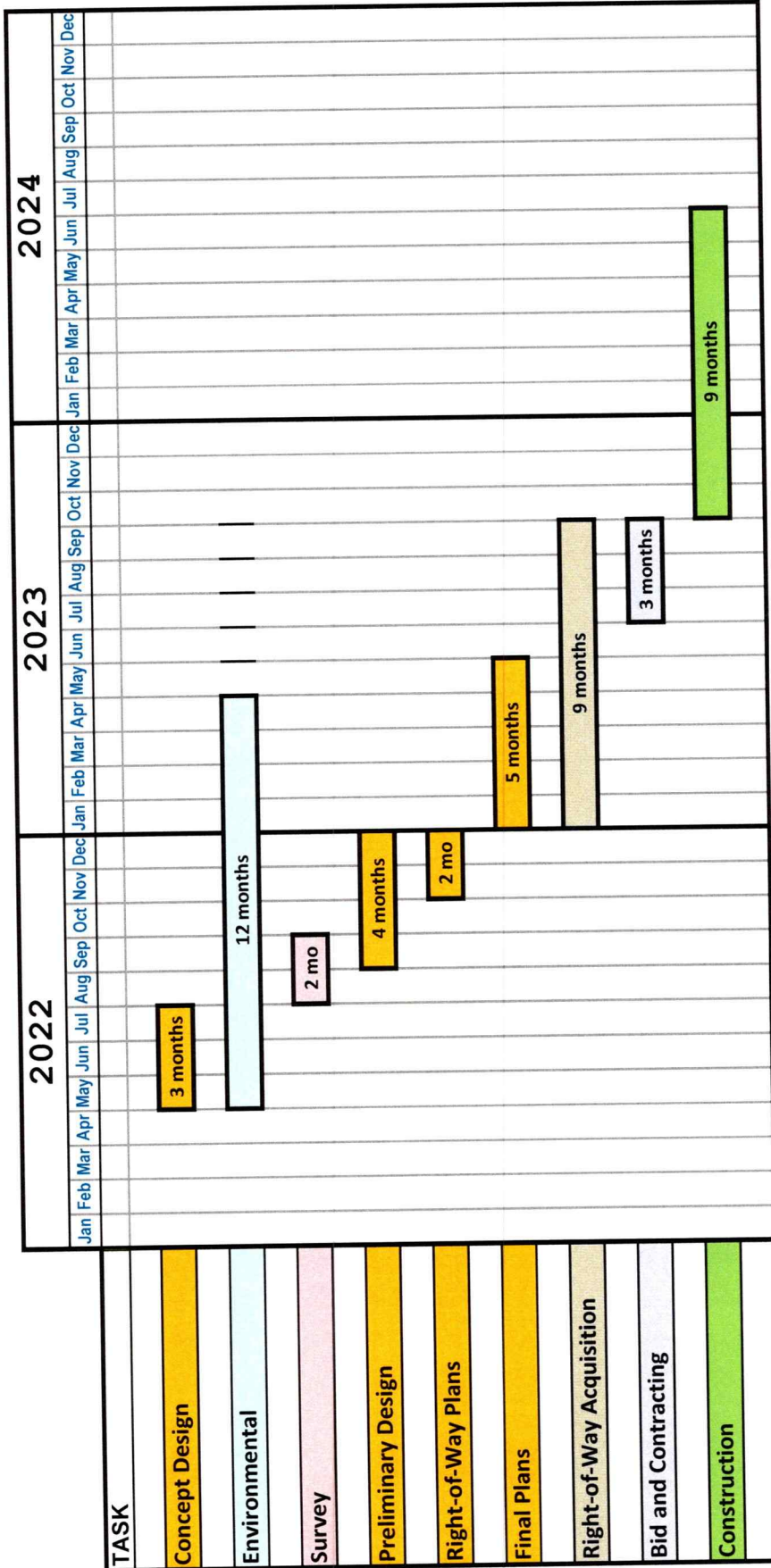
Erosion Control - Atlas will provide certified inspectors who are qualified to inspect storm water management practices to ensure compliance with all permits. These individuals will monitor the contractor's erosion and sedimentation control procedures. We will perform inspections constantly and ensure that the contractor is performing inspections as required. Any deficiencies observed will be brought to the attention of the contractor

Project Close-Out

Project closeout activities will consist of:

- Resolving all items on the final punch list
- Approving final quantities and payment to the Contractor
- Closing out any lingering project paperwork or reports
- Preparing a set of as-built plans

Schedule for Alternate #2



DESIGN HOURS and COST - Courthouse Road Realignment

	Principal	PM	Lead Eng	Proj Eng	Trans Planner	CAD 1	RLS	Survey/SUE Crew	Environment Specialist	Contract Admin	Construction Manager	Construction Inspector	Land Acquisition Manager	Appraiser	Direct Costs
IDC RATE =>	\$ 250.00	\$ 180.00	\$ 150.00	\$ 130.00	\$ 100.00	\$ 75.00	\$ 140.00	\$ 120.00	\$ 100.00	\$ 90.00	\$ 100.00	\$ 80.00	\$ 100.00	\$ 100.00	Pass Through
Phase 1 - Concept															
Project Management	0	48	0	0	0	0	0	0	0	6	0	0	0	0	\$ -
Environmental	0	0	0	0	0	0	0	0	26	0	0	0	0	0	\$ -
Traffic Analysis	0	0	11	115	85	0	0	0	0	0	0	0	0	0	\$ -
Preliminary Roadway Design	0	0	12	180	0	60	0	0	0	0	0	0	0	0	\$ -
Hours	0	48	23	295	85	60	0	0	26	6	0	0	0	0	\$ -
Cost	\$ -	\$ 8,640	\$ 3,450	\$ 38,350	\$ 8,500	\$ 4,500	\$ -	\$ -	\$ 2,600	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 2 - Design															
Project Management	0	154	48	0	0	0	0	0	0	32	0	0	0	0	\$ -
Environmental	0	32	0	0	0	0	0	0	126	0	0	0	0	0	\$ -
Survey	0	0	12	0	0	160	96	380	0	56	0	0	0	0	\$ -
Geotechnical	0	2	0	45	0	2	0	0	0	10	0	60	0	0	\$ 13,500
Roadway Design	0	0	72	328	0	332	0	0	0	0	0	0	0	0	\$ -
Right-of-Way Plans	0	0	6	40	0	68	0	0	0	0	0	0	0	0	\$ -
Hours	0	188	138	413	0	562	96	380	126	98	0	60	0	0	\$ 13,500
Cost	\$ -	\$ 33,840	\$ 20,700	\$ 53,690	\$ -	\$ 42,150	\$ 13,440	\$ 45,600	\$ 12,600	\$ 8,820	\$ -	\$ 4,800	\$ -	\$ -	\$ -
Right-of-Way Acquisition															
ROW Acquisition	0	0	0	0	0	0	0	0	0	0	0	0	600	140	\$ -
Hours	0	0	0	0	0	0	0	0	0	0	0	0	600	140	\$ -
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 14,000	\$ -
Construction Services															
Construction Inspection	0	100	0	0	0	0	0	0	0	52	320	400	0	0	\$ 3,500
As-Builts	0	16	0	0	0	40	40	40	0	0	0	0	0	0	\$ -
Hours	0	116	0	0	0	40	40	40	0	52	320	400	0	0	\$ 3,500
Cost	\$ -	\$ 20,880	\$ -	\$ -	\$ -	\$ 3,000	\$ 5,600	\$ 4,800	\$ -	\$ 4,680	\$ 32,000	\$ 32,000	\$ -	\$ -	\$ -
TOTAL COST															
															\$ 496,180

NOTICE TO PROCEED

TO: Alliance Consulting Engineers

RE: NOTICE TO PROCEED

Task Order 22-25-009 - Courthouse Road Realignment

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time.

Dated this ____ day of _____, 2022

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____



March 22, 2022

Ms. Alison Bruton, Purchasing Agent
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, Georgia 31329

RE: Professional Engineering Services to provide
Road Realignment Conceptual Plans, Design,
and Construction Management for
Courthouse Road in the City of Springfield,
Effingham County, Georgia
RFP No. 22-25-009
Proposal No.: P22033-D

Dear Ms. Bruton,

Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to provide this proposal for Professional Engineering Services for Conceptual Plans, Design and Construction Services for Realignment of Courthouse Road in Effingham County.

Alliance Consulting Engineers, Inc. has completed over 2,000 projects during 18 years in business, including Conceptual Planning, Roadway Design, Traffic Studies, Land Planning and Site Development, Stormwater Management, Construction Administration and Construction Observation Services, and other civil engineering services. Alliance Consulting Engineers, Inc. has completed over 100 roadway projects and is including Coastline Consulting, Inc. of the City of Pooler as an exclusive team member for the Effingham County Project Team to add extensive local Georgia Department of Transportation (GADOT) experience to Alliance Consulting Engineers, Inc.'s project team.

Alliance Consulting Engineers, Inc. appreciates the opportunity to submit this Proposal for Professional Engineering Services for the Courthouse Road Realignment Project for Effingham County. Should you have any questions or comments, please do not hesitate to contact us at (843) 757-5959.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Frank I. Turano
Regional Manager

cc: Mr. Deepal S. Eliatamby, PE, Alliance Consulting Engineers, Inc.
Mr. Kyle M. Clampitt, PE, Alliance Consulting Engineers, Inc.
Mr. William B. Godwin, PE, Alliance Consulting Engineers, Inc.

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Alliance Consulting Engineers, Inc.

23 Plantation Park Drive, Suite 204 Bluffton, SC 29910-6072 Phone 843 757-5959 Fax 843 757-6659 www.allianceCE.com

Ms. Alison Bruton, Purchasing Agent
Effingham County Board of Commissioners
March 22, 2022 - Page 1 of 3

I. WORK PLAN

Based on the Effingham County Board of Commissioners Request for Proposal No. 22-25-009 and Alliance Consulting Engineers Inc.'s understanding of the Project, Alliance Consulting Engineers, Inc. will provide road realignment concepts, final design, and construction services for Courthouse Road creating a new intersection and abandoning an existing intersection with McCall Road with retention of access to Baker Lake Park taken into account.

1. Conceptual Drawings

Consult with Effingham County to prepare Conceptual Plans and Alternatives for the Courthouse Road Realignment as follows:

Alternate 1: Shown as Green in Effingham County Study Area (VIC) photo.

Alternate 2: Shown as Orange in Effingham County Study Area (VIC) photo.

Alternate 3: Suggest consideration of one (1) or more creative Roundabout designs as shown in Exhibit A excerpt from GDOT Design Guide for Courthouse, McCall, Webb, and possibly Zettler Roads.

2. Preliminary Engineering Services

Upon Effingham County's approval of one (1) Conceptual Alternative, Alliance Consulting Engineers, Inc. will provide Preliminary Engineering Services necessary for the Design and Construction Phases. These services will include Right-of-Way and Topographic Survey, Wetlands Delineation, Traffic Impact Analysis Study and Geotechnical Subsurface Exploration within the selected Alternative's project boundaries.

3. Preliminary Design

Upon Effingham County's approval of one (1) Conceptual Alternative, Alliance Consulting Engineers, Inc. will conduct up to three (3) site visits for review of existing project conditions and provide preliminary design and cost estimate to be reviewed by Effingham County.

4. Final Design

Upon Effingham County's approval of the Preliminary Design, Alliance Consulting Engineers, Inc. will complete Final Design that includes a complete set of Construction Plans to include Dimensions, Right-of-Way and Property Lines along with Design Details and Technical Specifications. The Technical Specifications will be in the Construction Specifications Institute (CSI) format. Alliance Consulting Engineers, Inc. will prepare up to one (1) Construction Cost Opinion based on the quantities and materials included in the Final Design and Construction Plans.

Ms. Alison Bruton, Purchasing Agent
Effingham County Board of Commissioners
March 22, 2022 - Page 2 of 3

5. Right-of-Way Acquisitions

The Alliance Consulting Engineers, Inc. Design team will include professionals to conduct Right-of-Way and Easement Acquisition, including title search, appraisal, negotiation and closing.

6. Permitting Services

Alliance Consulting Engineers, Inc. will identify and prepare necessary permits and applications to satisfy Local, State, Federal and Railroad Company requirements for design and construction of the project. Required documents will be prepared and submitted to Effingham County for execution, with Effingham County paying cost of permits.

7. Bidding Phase

Alliance Consulting Engineers, Inc. will prepare Construction Documents, including plans and specifications necessary for contractor bidding of the project and assist in preparing a project advertisement and the distribution of Bid Documents. The Bid Documents will be prepared in CSI format. Alliance Consulting Engineers, Inc. will schedule and attend a Pre-Bid Meeting (if required by Effingham County) and prepare addenda to respond to bidder questions, attend the Bid Opening Meeting, compare and certify Bids received, and recommend award of the project.

8. Construction Administration and Construction Observation Services

Alliance Consulting Engineers, Inc. will arrange and attend a Pre-Construction Meeting, review and maintain log of all submittals, respond to requests for information or change order items, maintain a change order log, and accept and respond to verbal communication from contractor and Effingham County for coordination. Alliance Consulting Engineers, Inc. will provide weekly field observation services, review and certify pay requests, and develop deficiency lists along with two (2) follow up visits, one (1) final inspection, and receive and review close out documents

9. Project Close-Out and Record Drawings

Alliance Consulting Engineers, Inc. will prepare close-out documentation and Record drawings for Effingham County's use. Alliance Consulting Engineers, Inc. will prepare Record Drawings based on As-Built Surveys provided by the Contractor. One (1) Paper copy and electronic files in AutoCad (.dwg) and PDF format be provided.

II. SCHEDULE

Alliance Consulting Engineers, Inc. can begin the Professional Engineering Services within three (3) weeks of receipt of an executed Notice to Proceed and coordinate with Effingham County an agreed upon schedule for the Project Scope based on timing needs estimated as follows:

Ms. Alison Bruton, Purchasing Agent
 Effingham County Board of Commissioners
 March 22, 2022 - Page 3 of 3

• Kickoff Meeting	2 to 4 Weeks
• Conceptual Drawings	6 to 10 Weeks
• Preliminary Engineering Services	8 to 12 Weeks
• Preliminary Design	8 to 12 Weeks
• Final Design and Construction Plans	10 to 16 Weeks
• Right-Of-Way Acquisition	12 to 24 Weeks
• Permitting Services	8 to 12 Weeks
• Construction Phase	36 to 40 Weeks
• Project Closeout and Record Drawings	6 to 10 Weeks

III. NOT TO EXCEED FEES

The Fees presented below have been prepared from the man-hour rates agreed upon in Indefinite Delivery Contract dated April 23, 2021 between Effingham County Board of Commissioners and Alliance Consulting Engineers, Inc.

<u>Scope of Services</u>	<u>Fee</u>	<u>Man-hour Estimates</u>
1. Conceptual Drawings.....	\$ 19,500	110
2. Preliminary Engineering Services.....	\$ 93,000	500
o Topographic Survey		
o Wetlands Delineation		
o Geotechnical Subsurface Exploration		
o Traffic Impact Analysis Study		
3. Preliminary Design.....	\$ 65,000	400
4. Final Engineering Design.....	\$ 50,000	280
5. Permitting Services.....	\$ 19,500	110
6. Right-of-Way Acquisition (assume up to 5 parcels).....	\$ 53,000	290
7. Bidding and Award Phase.....	\$ 15,000	80
8. Construction Phase (Assumes up to 9 months).....	\$ 75,000	420
9. Project Closeout and Record Drawings.....	\$ 15,000	80

Expenses associated with Travel, Printing and Postage are included in the fees above. Costs associated with Permitting, Impact and Application fees will be the responsibility of Effingham County, but will be coordinated by Alliance Consulting Engineers, Inc.

Staff Report

Subject: Blue Jay Water Main Extension (Loop B) – Design contract Amendment #1 **Update**

Author: Eric Larson, Asst. County Manager

Department: County Engineering

Meeting Date: May 3, 2022

Item Description: Approve an update to change order to add re-use water line extension to the project, additional work required to receive GDOT approvals, and to authorize easement acquisition.

Summary Recommendation:

The County has elected to add re-use water main extension from its current termini on Blue Jay Road to Hwy 17 to facilitate plans for re-use expansion and potential surface water discharge. In order to obtain GDOT encroachment approval to install water line along Hwy 17, several plan revisions were required that were not anticipated. In addition, several easements will be required for the project. The design consultant, Hussey, Gay, and Bell, have submitted a contract addition to perform the acquisition.

Executive Summary/Background:

- Hussey Gay and Bell was contracted for Loop B design on April 10, 2020.
- Change Order 1 was originally approved by the Board of Commissioners on March 1, 2022; however, upon further review, the totals included on the Change Order were incorrect.
- Original contract amount = \$98,770
- Contract Amendment #1 **corrected total = \$111,500**
- Revised contract amount = **\$210,270**
- No additional time was requested.

Alternatives for Commission to Consider

1 - Approve the updated contract change order #1 with Hussey Gay Bell in the amount of \$111,500.

2 – Take no action and request more information.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: Water Sewer Bonds, SPLOST, and/or ARPA.

Attachments: 1. Amended Change Order #1

Amended Change Order # 1

Project: 20-105-002 – Blue Jay Road Water Main Ext. B - Design

Contract Date: _____

Change Order Effective Date: _____

Change Order Issued to: Hussey, Gay, Bell
329 Commercial Drive
Savannah, GA 31406

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNIT S	BID QTY	Unit Price	Total
1	Design Modification #1				\$13,000.00
2	Design Modification #2				
	Survey				\$29,000.00
	Design				\$17,500.00
	Permitting				\$2,500.00
	Construction Admin/Observation				\$6,000.00
	Record Drawings/Closeout				\$1,500.00
3	Permitting Modification #1				\$6,000.00
4	Easement Plats		6	\$2,500.00	\$15,000.00
5	Easement Acquisition		6	\$3,500.00	\$21,000.00

The original Contract Sum was.....\$ 98,770.00

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 98,770.00

The Contract Sum will be increased by this Change Order.....\$ 111,500.00

The new Contract Sum including this Change Order will be.....\$ 210,270.00

The Contract Time will be increased by ___ days

The Time allowed for completion is therefore _____

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Contractor
Hussey, Gay, Bell
329 Commercial Drive
Savannah, GA 31406

By: _____

By: _____

Date: _____

Date: _____

Change Order # 1

Project: 20-105-002 – Blue Jay Road Water Main Ext. B - Design

Contract Date: April 10, 2020

Change Order Effective Date: March 1, 2022

Change Order Issued to: Hussey, Gay, Bell
329 Commercial Drive
Savannah, GA 31406

You are directed to make the following changes to this Contract.

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4	Easement Plats		6	\$2,500.00	\$15,000.00
5	Easement Acquisition		6	\$3,500.00	\$21,000.00

\$111,500.00

The original Contract Sum was.....\$ 98,770.00

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 98,770.00

The Contract Sum will be increased by this Change Order.....\$ 95,500.00

The new Contract Sum including this Change Order will be.....\$ 194,270.00

The Contract Time will be increased by 0 days

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Contractor
Hussey, Gay, Bell
329 Commercial Drive
Savannah, GA 31406

By: Wesley M. Corbett

By: C. Cham

Date: 03/01/2022

Date: 3/30/22

Staff Report

Subject: General fund operating reserve and general fund balance policy
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/3/22
Item Description: Discuss the general fund operating reserve and general fund balance policy

Executive Summary:

Staff is requesting discussion on two items related to general fund balance:

1. Operating reserves mechanism

Because the County maintains an operating reserve (rainy day fund) of \$6 million via formal Board resolution, that portion of general fund balance is classified as 'committed' in our financial statements. The funds would otherwise be classified as 'unassigned'. The County could use formal financial policy to achieve similar reserves, without the 'committed' classification. A policy requiring a minimum general fund balance of 20% of annual expenditures would have created an operating reserve of approximately \$6.3 million, based on FY 2021 operating expenditures.

2. Capital funding

Staff would like to discuss the creation of a financial policy that would require the general fund balance that was above the operating reserves threshold to be transferred to a capital projects fund. This fund balance could potentially be transferred to SPLOST or TSPLOST funds to assist with those projects. A capital projects fund could also be established and then funded by this.

Background:

1. The rainy day fund resolution was modified upwards in 2007 and again in 2019.
2. County financial policies currently state that a minimum of 5% of expenditures be maintained in fund balance, which would be approximately \$1.6 million in FY 2021 for the general fund.
3. Current financial policies on fund balance do not differentiate between the general fund and other funds.

Alternatives for Commission to Consider:

1. Direct staff to draft a proposed amendment to County financial policies
2. Direct staff to not draft a proposed amendment to County financial policies
3. Provide staff with direction

Recommended Alternative:

1. Staff recommends Alternative number 1 – Direct staff to draft a proposed amendment to County financial policies.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

No funding required

Attachments:

N/A

Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Dee A. Griffin** requests to **rezone** 4.94 acres from **AR-1** to **AR-2**, to allow for the separation of a home site. Located at 384 Zipperer Road. **Map# 396 Parcel# 56**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.94 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel to create a home site for a family member. The subdivision will create a 2.18-acre and a 2.76-acre lot and, therefore, the entire 4.94 acres must be rezoned to AR-2.
- At the April 18 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 4.94 acres from AR-1 to AR-2, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 4.94 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 4.94 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application
2. Ownership certificate

3. Deed
4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 3/14/2020

Applicant/Agent: Dee A. Griffin

Applicant Email Address: deeanagrif@aol.com

Phone # 912-658-0712

Applicant Mailing Address: 384 Zipperer Rd

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 384 Zipperer Rd Guyton 31312

Proposed Road Access: _____

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel # 03960056 Total Acres: 4.94 Acres to be Rezoned: 4.94

Lot Characteristics: Residence

WATER

Private Well

Public Water System

If public, name of supplier: _____

SEWER

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: _____

List the zoning of the other property in the vicinity of the property you wish to rezone:

North _____ South _____ East _____ West _____

1. Describe the current use of the property you wish to rezone.

Residential

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes

3. Describe the use that you propose to make of the land after rezoning.

Build new construction home / create home site for child

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

No change in use

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature:



Date

3/11/22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 3/7/2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2768 page 172.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature [Signature]

Print Name Dee A. Griffin

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 11th day of March, 20 22.

[Signature]
Notary Public, State of Georgia



RETURN TO:
J.H. GNANN, JR., ESQUIRE
PO BOX 10085
SAVANNAH, GA 31412

442
360

STATE OF GEORGIA
COUNTY OF CHATHAM

WARRANTY DEED

360

THIS INDENTURE, made July 29, 1997, by and between
RANTZ MCKINLEY ZIPPERER, DONNA J. ZIPPERER and ANGELA Z. KITCHINGS
of the County of Effingham and the State of Georgia of the First Part, and
DEANNA A. GRIFFIN
of the County of Effingham and the State of Georgia of the Second Part,

W-I-T-N-E-S-S-E-T-H :

THAT First Parties, for and in consideration of payment of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby conveys unto the said Party of the Second Part, and her heirs, successors and assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD the said bargained premises, together 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 Party of the Second Part, and her heirs, successors and assigns forever IN FEE SIMPLE.

The Parties of the First Part expressly covenant to be seized and possessed of fee simple title and that they have the full right, power and authority to convey said property and the Grantors hereof are free and clear of any liens, claims or incumbrances whatsoever by which said property may in anywise be charged, changed, impaired or defeated and the said Parties of the First Part, and for said Parties' heirs, executors, administrators, successors and assigns will WARRANT and forever DEFEND the right and title to the above-described property unto the said Party of the Second Part, and her heirs, successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hand and affixed their seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Rantz McKinley Zipperer (L.S.)
Rantz McKinley Zipperer

Donna J. Zipperer (L.S.)
Donna J. Zipperer

Angela Z. Kitchings (L.S.)
Angela Z. Kitchings

Mia Castellana
Witness
Mia Castellana
Notary Public
MIA CASTELLANA
Notary Public Chatham County, Ga.
My Commission Expires Oct. 3, 1998

GANNAM & GNANN, ATTORNEYS AT LAW
130 West Bay Street, Savannah, Georgia 31401
Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 25.00
Date 7-31-97

Elizabeth J. Hursey
Clark of Superior Court

361

EXHIBIT "A"

ALL that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M.D. of Effingham County, Georgia being containing five (5) acres, more or less, being a portion of the Luther Zipperer Tract as described on that certain property survey for Dee A. Griffin, dated June 20, 1997 by Warren E. Poythress, R.L.S. No. 1953, incorporated into this description by reference thereto, and being more fully described as follows: beginning at a marked point on the Southern right-of-way of Zipperer County Road No. 169; proceeding thence South 52°32'30" East a distance of 937.45 feet to a concrete monument; proceeding thence South 45°01'03" West a distance of 238.74 feet to a concrete monument; proceeding thence North 52°32'30" West a distance of 903.09 feet to a concrete monument located on the South side of said Zipperer County Road No. 169; proceeding thence along said Southern right-of-way North 36°44'32" East a distance of 236.69 feet to the point and place of beginning.



Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Dee A. Griffin
384 Zipperer Road, Guyton, GA 31312
Pin: 396-56
Total Acres: 4.94 Acres to be rezoned: 4.94

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

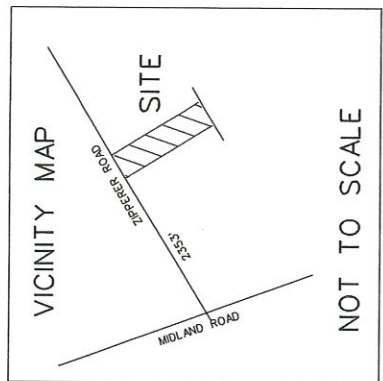
Sincerely,



Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

This lot or lots is/are served by a private road, not to be maintained by Effingham County nor accepted as a public road unless such road, at the property owner's expense, is brought in compliance with county standards as specified by Effingham County, including, but not limited to, paving. This/these lot or lots may not be re-subdivided until said road, at the subdivider's expense is brought into compliance with county road standards to be accepted as a public road by the Effingham County Board of Commissioners. If the road remains private, all maintenance of the right-of-way or easement, including drainage and road surface, shall be the responsibility of the abutting property owners. The road surface shall be no less than 18 feet wide. Further, I/we understand that it shall be my/our responsibility to properly grant the easement shown on this plat by deed or separate easement agreement to any transferee of the property. The easement may serve no more than three (3) lots. The original remaining parcel shall be included as one of the three lots. If location of easement on plat changes, I/we understand that this subdivision and any easements are subject to all state and local ordinances and rules and regulations adopted by Effingham County.

Owner
This 14 day of March 2022



NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appliances. Each lot must be reviewed and approved for on site Sewage Management System placement prior to the subdivision. The plat must be reviewed for any changes in site designation may void this approval. THIS APPROVAL IS VOID IF THE PLAT IS NOT RECORDED WITHIN 1 YEAR OF THE DATE BELOW.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR _____

DATE _____

NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 0396 0056 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

SURVEYORS CERTIFICATION

(1) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by appropriate local jurisdictions for recording as evidenced by the appropriate professional seals and signatures. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of the plat. The surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia and that the plat complies with the regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GA. REG. LIS. LIC. NO. 1323

Adolph N. Michelis

DATE: 2-07-22

LEGEND:

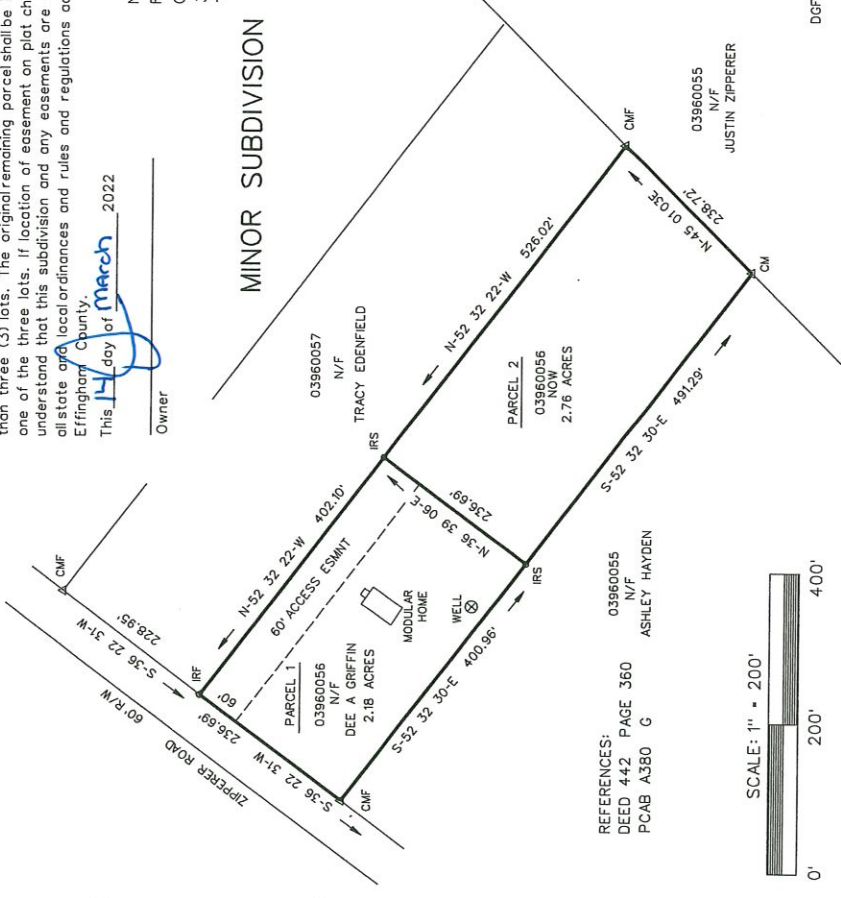
- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE

EQUIP. USED TOTAL STATION
TOPCON 303

ERROR OF CLOSURE
1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829.3972

MINOR SUBDIVISION



SURVEYORS CERTIFICATION

(1) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by appropriate local jurisdictions for recording as evidenced by the appropriate professional seals and signatures. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of the plat. The surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia and that the plat complies with the regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GA. REG. LIS. LIC. NO. 1323

Adolph N. Michelis

DATE: 2-07-22

Signing Authority _____ Title _____ Date _____

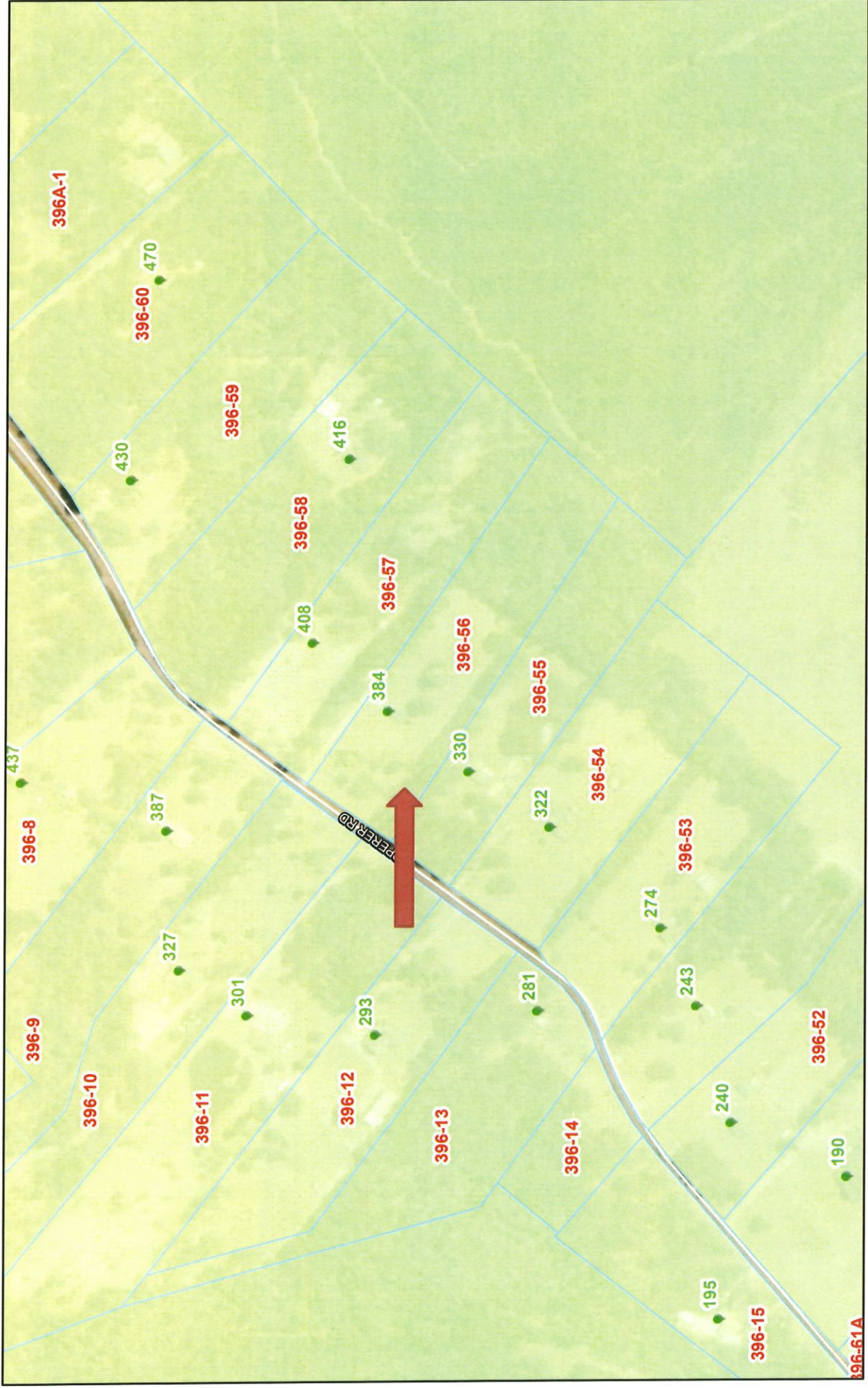
SURVEY FOR
DEE A. GRIFFIN
SURVEY TO DIVIDE MAP & PARCEL
03960056 INTO TWO PARCELS
LOCATED IN THE 1559TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 03 FEB 2022
PLAT DRAWN 03 FEB 2022

384 ZIPPERER ROAD



Item XV. 1.

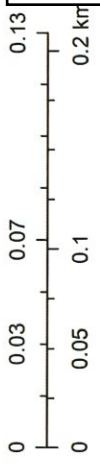
384 ZIPPERER ROAD



3/14/2022, 10:49:06 AM

- Address Points
- Tax Parcel Labels
- Parcels2020
- Roads
- Effingham County Zoning
- AR-1

1:4,514



Maxar

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

DB

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Dee A. Griffin – (Map # 396 Parcel # 56)** from **AR-1** to **AR-2** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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EFFINGHAM COUNTY REZONING CHECKLIST

RT

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APPROVAL

DISAPPROVAL

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EFFINGHAM COUNTY REZONING CHECKLIST

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AZ

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The Effingham County Planning Commission recommends:

APPROVAL _____ DISAPPROVAL _____

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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL _____

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Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

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Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Dee A. Griffin – (Map # 396 Parcel # 56)** from AR-1 to AR-2 zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

DKS 4/18/22

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
396-56

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
396-56

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS DEE A. GRIFFIN has filed an application to rezone four and ninety-four hundredth (4.94) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 396-56, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT four and ninety-four hundredth (4.94) +/- acres; map and parcel number 396-56, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Dee A. Griffin** requests to **rezone** 4.94 acres from **AR-1** to **AR-2**, to allow for the separation of a home site. Located at 384 Zipperer Road. **Map# 396 Parcel# 56**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.94 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel to create a home site for a family member. The subdivision will create a 2.18-acre and a 2.76-acre lot and, therefore, the entire 4.94 acres must be rezoned to AR-2.
- At the April 18 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 4.94 acres from AR-1 to AR-2, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 4.94 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 4.94 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Steven Reid** as Agent for **Paul E. Bruner** requests to **rezone** 0.8 acres from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel. Located at 205 Pitts Road. **Map# 244 Parcel# 9**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 0.8 acres from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to combine 0.8 acres zoned AR-1 with an adjacent parcel (244-11), which is zoned AR-2. Zoning must be compatible to allow for combination, therefore the 0.8 acres must be rezoned to AR-2.
- At the April 18 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 0.8 acres from **AR-1** to **AR-2, with the following conditions:**
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision/recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 0.8 acres from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel, with the following conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision/recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 0.8 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application
 2. Ownership certificate

3. Deed
 4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 1/30/22

Applicant/Agent: Steven Reid

Applicant Email Address: areid1525@gmail.com

Phone # 912-433-0408

Applicant Mailing Address: 131 Buckskin Ct.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: PAUL E. BRUNER Paul E Bruner
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): p44bruner@windstream.net

Phone # 912 425-9719

Owner's Mailing Address: 205 Pitts Rd.

City: Newington State: GA Zip Code: 30446

Property Location: 205 Pitts Rd.

Proposed Road Access: Pitts Rd.

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 244-9 Total Acres: 10.75 Acres to be Rezoned: .8

Lot Characteristics: vacant

WATER

NA Private Well

NA Public Water System

SEWER

NA Private Septic System

NA Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Expand existing property

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-2 South AR-2 East AR-2 West AR-1

1. Describe the current use of the property you wish to rezone.

Property is unused

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

No

3. Describe the use that you propose to make of the land after rezoning.

Pasture for horses (combination with 244-11)

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Other property will have a horse with utilities on it.

Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

No change

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature:



Date

1/30/22

AUTHORIZATION OF PROPERTY OWNER

I, Paul E. Bruner, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Steven Reid

Applicant/Agent Address: 131 Buckskin Ct.

City: Guyton State: GA Zip Code: 31312

Phone: 912-433-0408 Email: _____

Owner's signature [Signature]

Print Name Steven Reid

Personally appeared before me Paul E. Bruner (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 16th day of March, 20 22.

Kathleen Erin Dunning
Notary Public, State of Georgia



ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

November 22, 2021, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2753 page 632-633

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Paul E. Bruner

Print Name PAUL E. BRUNER

Owner's signature _____

Print Name _____

Owner's signature _____

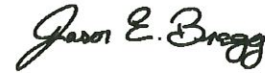
Print Name _____

Sworn and subscribed before me this 16th day of March, 20 22.

Kathleen Erin Dunning
Notary Public, State of Georgia



FILED IN OFFICE
CLERK OF COURT
12/29/2021 03:03 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



3883633903
PARTICIPANT ID

Return Recorded Document to:
THE RATCHFORD FIRM
1575 Highway 21 S
Springfield, GA 3329

21-9216

PT-61 051-2021-004232

STATE OF GEORGIA,
COUNTY OF EFFINGHAM

JOINT TENANCY WITH SURVIVORSHIP GIFT DEED

This Indenture made this 22 day of November, 2021 between PAUL E. BRUNER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called "Grantor", and SUE ANNE BRUNER and PAUL E. BRUNER, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called "Grantees" (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the love and affection they have for Grantees and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, have granted, given, conveyed and confirmed, and by these presents do grant, give, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract, or parcel of land to situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing Nine and Ninety-Five Hundredths (9.95) acres, more or less, known and designated as Parcel 1, that is shown and more particularly described by a plat of survey made by Paul D. Wilder, R. L. S. 1559, dated August 17, 1982 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia and Plat Record Book 15, page 206, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by ROC Enterprises, Inc. to Paul E. Bruner, as evidenced by that certain Warranty Deed dated April 5, 2004, recorded in Deed Book 1102, page 82, aforesaid records.

Said parcel being more commonly known as 205 Pitts Rd, Newington, GA 30446, and having Parcel Number 02440009, as recognized by the Effingham County Tax Assessor.

Subject However to all restrictive covenants, easements and rights of way of record.

TITLE NOT EXAMINED BY SCRIVENER

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises and all indebtedness secured by said property.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Paul E. Bruner (Seal)
PAUL E. BRUNER

Signed, Sealed, and Delivered
this 22 day of November, 2021
in the presence of:

[Signature]
Unofficial Witness

Aimee Ecker
Notary Public
My commission expires _____

(Notary Public Seal Affixed)





Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350

Springfield, Georgia 31329

Phone: 912-754-6850 | Fax: 912-754-0078

April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Steven Reid
205 Pitts Road, Newington GA 30446
Pin: 244-9
Total Acres: 10.75 Acres to be rezoned: 10.75

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

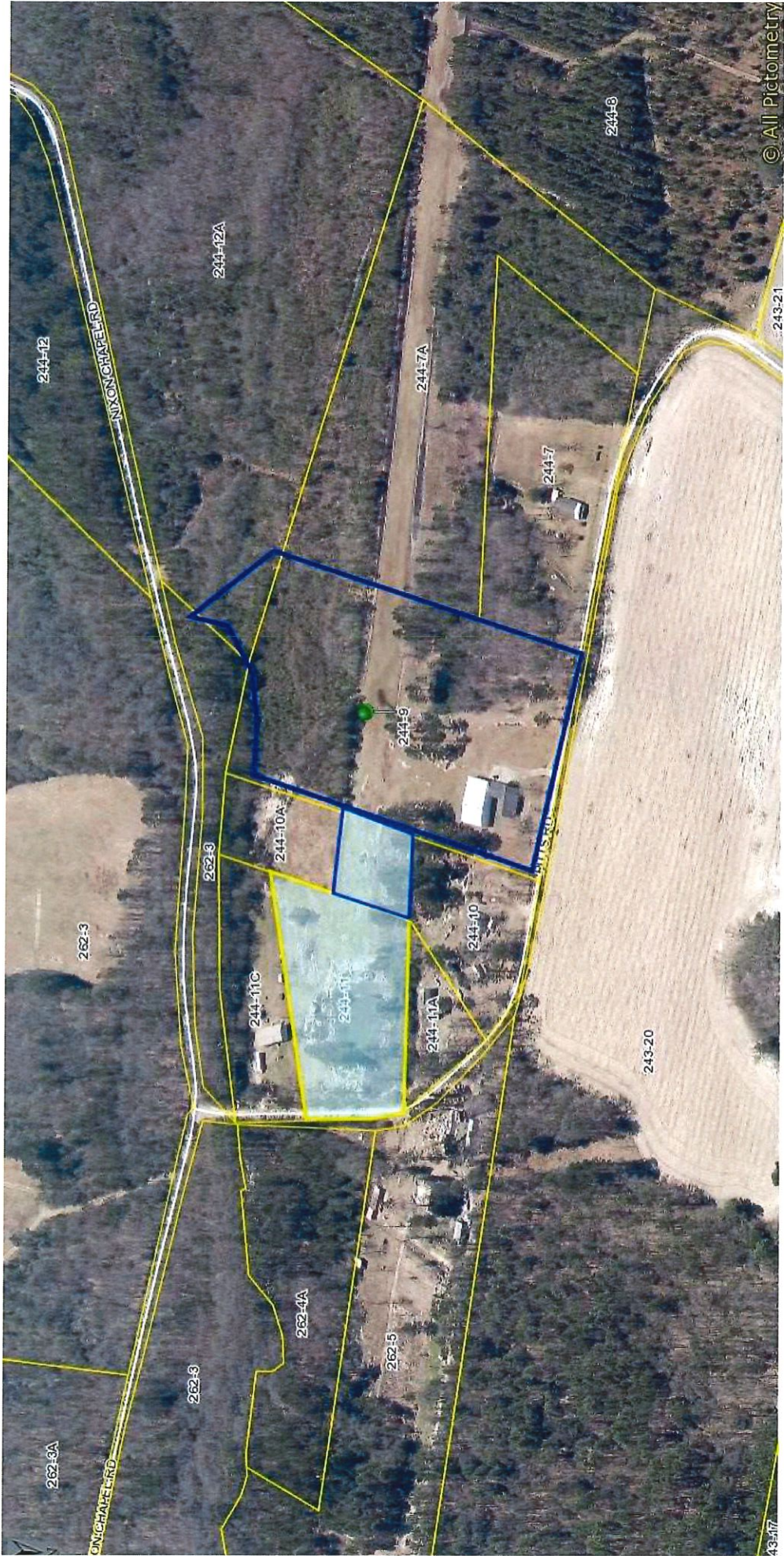
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



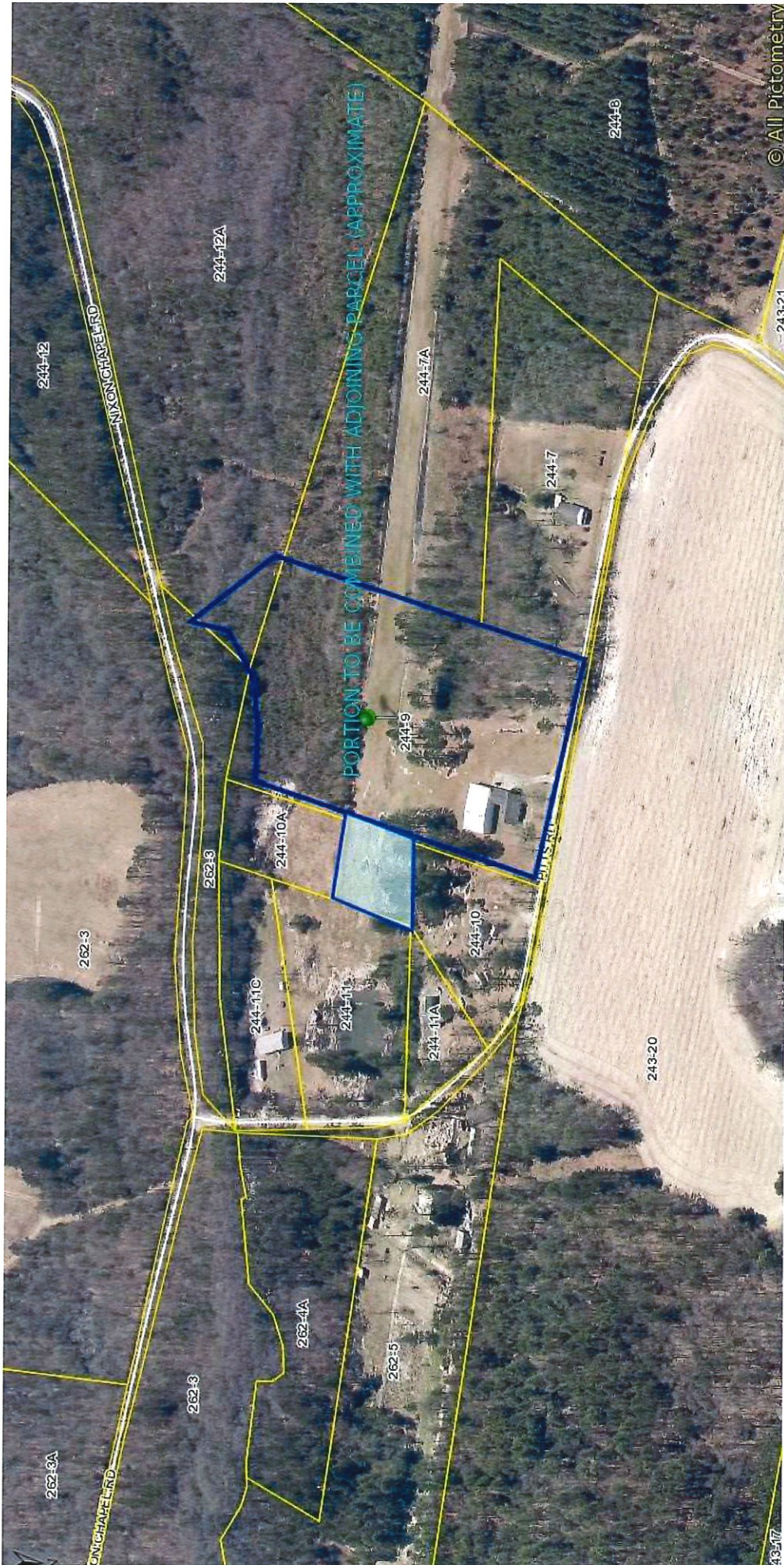
Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

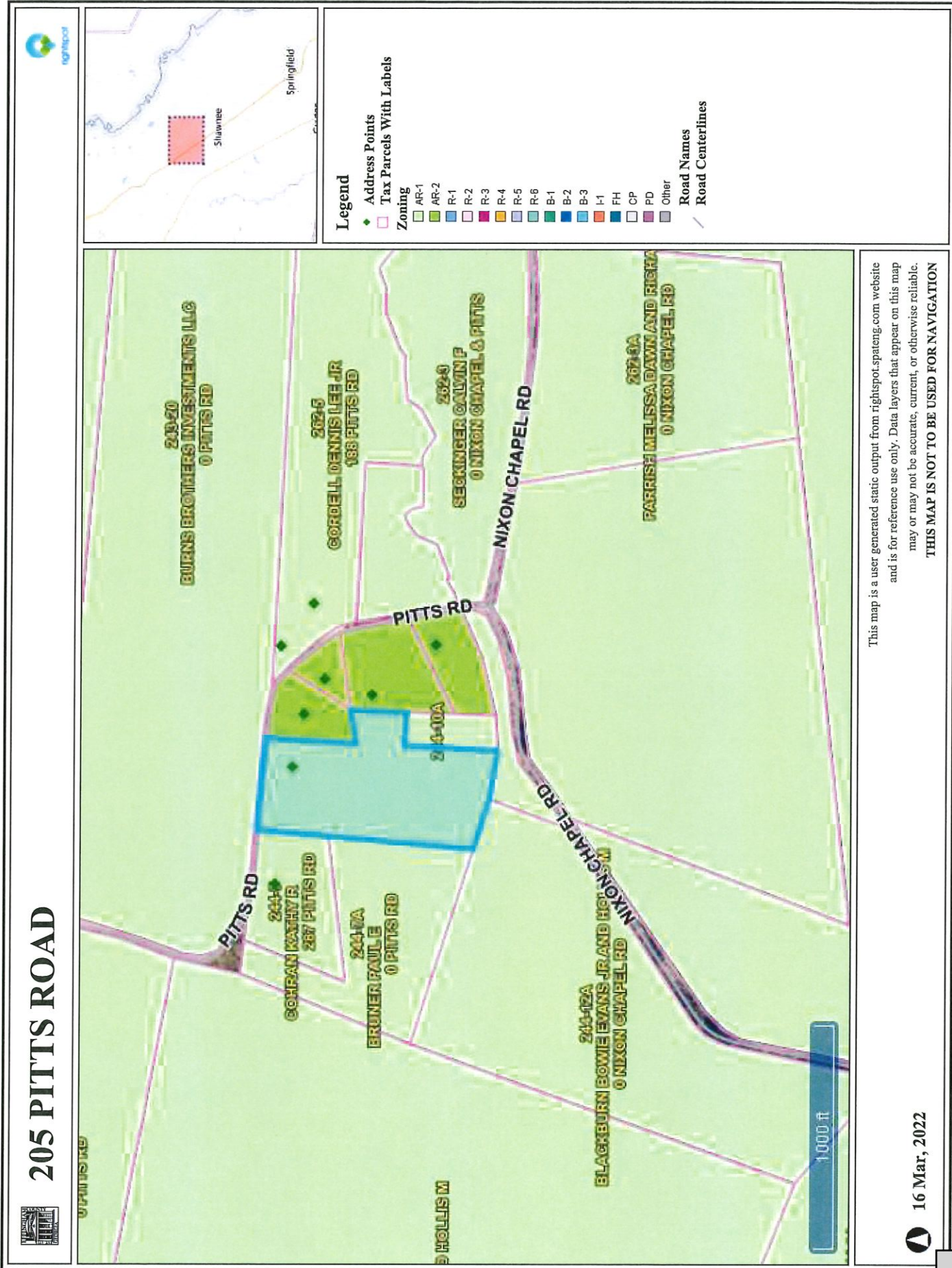
Approximately .8 acres (shaded blue) to be combined with 244-11 (shaded yellow)



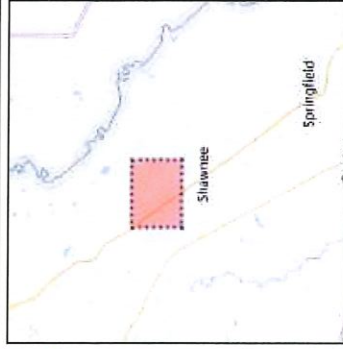
© All Pictometry

205 PITTS ROAD





205 PITTS ROAD



- Legend**
- ◆ Address Points
 - Tax Parcels With Labels
 - Zoning**
 - AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-5
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - FH
 - CP
 - PD
 - Other
 - Road Names
 - Road Centerlines

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

16 Mar, 2022

DB

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Steven Reid** as Agent for **Paul E. Bruner** – (**Map # 244 Parcel # 9**) from AR-1 to AR-2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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EFFINGHAM COUNTY REZONING CHECKLIST

RT

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Steven Reid** as Agent for **Paul E. Bruner** – (Map # 244 Parcel # 9) from AR-1 to AR-2 zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Steven Reid** as Agent for **Paul E. Bruner** – (Map # 244 Parcel # 9) from AR-1 to AR -2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

AZ

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL *JST*

DISAPPROVAL _____

Of the rezoning request by applicant **Steven Reid** as Agent for **Paul E. Bruner** – (Map # 244 Parcel # 9) from AR-1 to AR -2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PEH

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X. DISAPPROVAL _____

Of the rezoning request by applicant **Steven Reid** as Agent for **Paul E. Bruner** – (Map # 244 Parcel # 9) from AR-1 to AR -2 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS 4/18/22

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Steven Reid** as Agent for **Paul E. Bruner** requests to **rezone** 0.8 acres from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel. Located at 205 Pitts Road. **Map# 244 Parcel# 9**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 0.8 acres from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to combine 0.8 acres zoned AR-1 with an adjacent parcel (244-11), which is zoned AR-2. Zoning must be compatible to allow for combination, therefore the 0.8 acres must be rezoned to AR-2.
- At the April 18 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 0.8 acres from **AR-1** to **AR-2, with the following conditions:**
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision/recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 0.8 acres from **AR-1** to **AR-2**, to allow for combination with an adjacent parcel, with the following conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision/recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 0.8 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
244-9

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
244-9

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS STEVEN REID AS AGENT FOR PAUL E. BRUNER has filed an application to rezone eighty hundredth (.8) +/- acres; from AR-1 to AR-2 to allow for combination with an adjacent parcel; map and parcel number 244-9, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT eighty hundredth (.8) +/- acres; map and parcel number 244-9, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision/recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Hubert T. Griner Jr.** requests to **rezone** 3.21 acres from **AR-2** to **AR-1** to allow for combination with an adjacent parcel. Located at 1360 Highway 17 South. **Map# 296 Parcel# 49**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.21 acres from **AR-2** to **AR-1** to allow for combination with an adjacent parcel, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to combine this parcel with an adjoining AR-1 parcel (296-46B) for tax purposes. The parcels must meet zoning district requirements in order to be approved for recombination.
- The total acreage of the combined parcel will be 11.85 acres, which conforms to the minimum acreage for AR-1.
- At the April 18 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 3.21 acres from AR-2 to AR-1, with the following conditions:
 1. The combined lots shall meet the requirements of the AR-1 zoning district.
 2. Recombination survey must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

1. Approve request to **rezone** 3.21 acres from **AR-2** to **AR-1** to allow for combination with an adjacent parcel, with the following conditions:

1. The combined lots shall meet the requirements of the AR-1 zoning district.
2. Recombination survey must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 3.21 acres from **AR-2** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application
2. Ownership certificate

3. Deed
4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 3-11-22

Applicant/Agent: Hubert T Griner Jr

Applicant Email Address: buddyg1961@Iceland.com

Phone # 912-410-9229

Applicant Mailing Address: 1360 Highway 17 South

City: Guyton State: GA. Zip Code: 31312

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____
Phone # _____

Owner's Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Property Location: Pineola

Proposed Road Access: GA. Highway 17

Present Zoning of Property: ART & AP-2 Proposed Zoning: AR-1

Tax Map-Parcel # 296-49 Total Acres: 11.84 Acres to be Rezoned: 3.21

Lot Characteristics: Residence

WATER

Private Well
 Public Water System

SEWER

Private Septic System
 Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Cannot combine differently zoned parcels

List the zoning of the other property in the vicinity of the property you wish to rezone:

North _____ South _____ East _____ West _____

1. Describe the current use of the property you wish to rezone.

Homestead & Timber

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

yes

3. Describe the use that you propose to make of the land after rezoning.

Residence (combine for entry in CUVA)

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

No change to use

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: Hulbert T. Manning Date 3-11-22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date March 13, 2008, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1737 page 401.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Hubert T. Guiner Jr
Print Name Hubert T Guiner Jr.

Owner's signature _____
Print Name _____

Owner's signature _____
Print Name _____

Sworn and subscribed before me this 14th day of March, 20 22.

Kathleen Erin Dunnigan
Notary Public, State of Georgia



BOOK FOR RECORD
BOOK NO. 01797 PAGE NO. 0401

2008 MAR 28 AM 10:12

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.
File No. 08-141

After recording return to:
RATCHFORD & RAFTER, LLP
P.O. Box 1039
Springfield, Georgia 31329

STATE OF GEORGIA)
COUNTY OF EFFINGHAM)

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of March, 2008, between **HUBERT THAD GRINER, JR.**, of Effingham County, Georgia, as Party of the first part, hereinafter called Grantor, and **HUBERT T. GRINER, JR.**, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee, their heirs, executors, administrators and assigns, all of their right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 3.21 acres, more or less, known and designated as Parcel A, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated August 14, 1991, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 27, page 212, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Barbara D. Griner to Hubert Thad Griner, Jr. as evidenced by that certain Deed of Gift dated February 8, 2007, recorded in Deed Book 1584, page 236, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rightsof-way of record.

Together with an improvement and immovable fixture attached thereto known as a 1996, 26 x 77, Homes of Merit mobile home, Serial #FLHML2P8941376ABC. Said mobile home is permanently affixed to the land and is to remain on the land described herein so as to become a part of the real property. Grantor declares that the wheels, axles, and hitches have been removed and that the mobile home is connected to the utilities. Grantor intends that the mobile home lose its nature as personal property and become real property. Said mobile home shall be hereafter considered a permanent fixture on the realty and henceforth title to said mobile home shall be considered as merged with title to the realty.

Current Property Identification No. is 29649.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

TITLE NOT EXAMINED BY SCRIVENER

Hubert Thad Griner, Jr. (SEAL)
HUBERT THAD GRINER, JR.

Signed, sealed and delivered
in the presence of:

Esther S. Holt
WITNESS
Hubert Thad Griner, Jr.
NOTARY PUBLIC





Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Huber T. Griner Jr
GA Highway 17 Pineora
Pin: 296-49
Total Acres: 3.21 Acres to be rezoned: 3.21

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-2 to AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



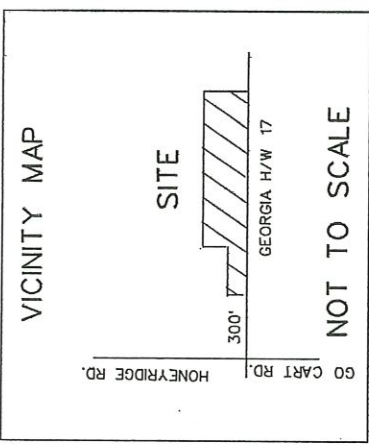
Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF MAP & PARCELS 02960049 & 02960046B00 OF THE EFFINGHAM CTY TAX ASSESSORS FILE. THE METES AND BOUNDS OF THIS SURVEY WERE TAKEN FROM PLAT D122 D-1 AND NOT RESURVEYED AT THIS TIME.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

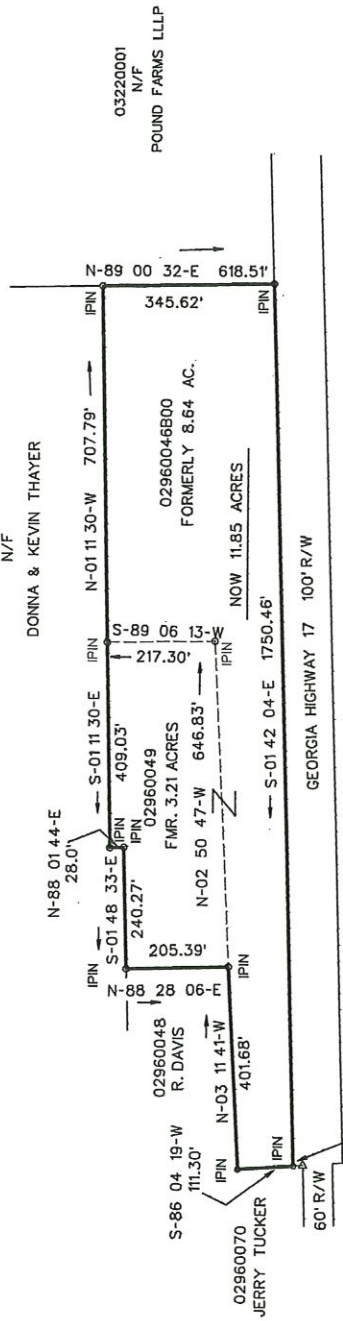
APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR _____ DATE _____



LEGEND:

- IRF 5/8" REBAR FOUND
 - IRS 3/8" REBAR SET
 - PL PROPERTY LINE
 - CMF CONC MON. FOUND
 - N/F NOW OR FORMERLY
 - PP POWER POLE
 - EQUIP. USED TOTAL STATION
 - TOPCON 303
 - ERROR OF CLOSURE
 - 1:24,000 PLAT NOT ADJUSTED
- ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3972



SURVEYORS CERTIFICATION

(1) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by the State Board of Professional Engineers and Land Surveyors. Such approvals or affirmations should be confirmed with the appropriate professional seal and signature of the surveyor. This plat is for informational purposes only and does not constitute an underwritten land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in O.C.G.A. Section 15-6-67.



Adolph N. Michelis
DATE: 3-04-22

A RECOMBINATION SURVEY

HUBERT T. GRINER JR

SURVEY TO RECOMBINE MAP &

PARCELS 02960049 & 02960046B00

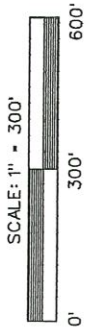
NOW 11.85 ACRES

LOCATED IN THE 10TH. G.M.D.

EFFINGHAM COUNTY, GEORGIA

SURVEYED 04 MAR 2022

PLAT DRAWN 04 MAR 2022

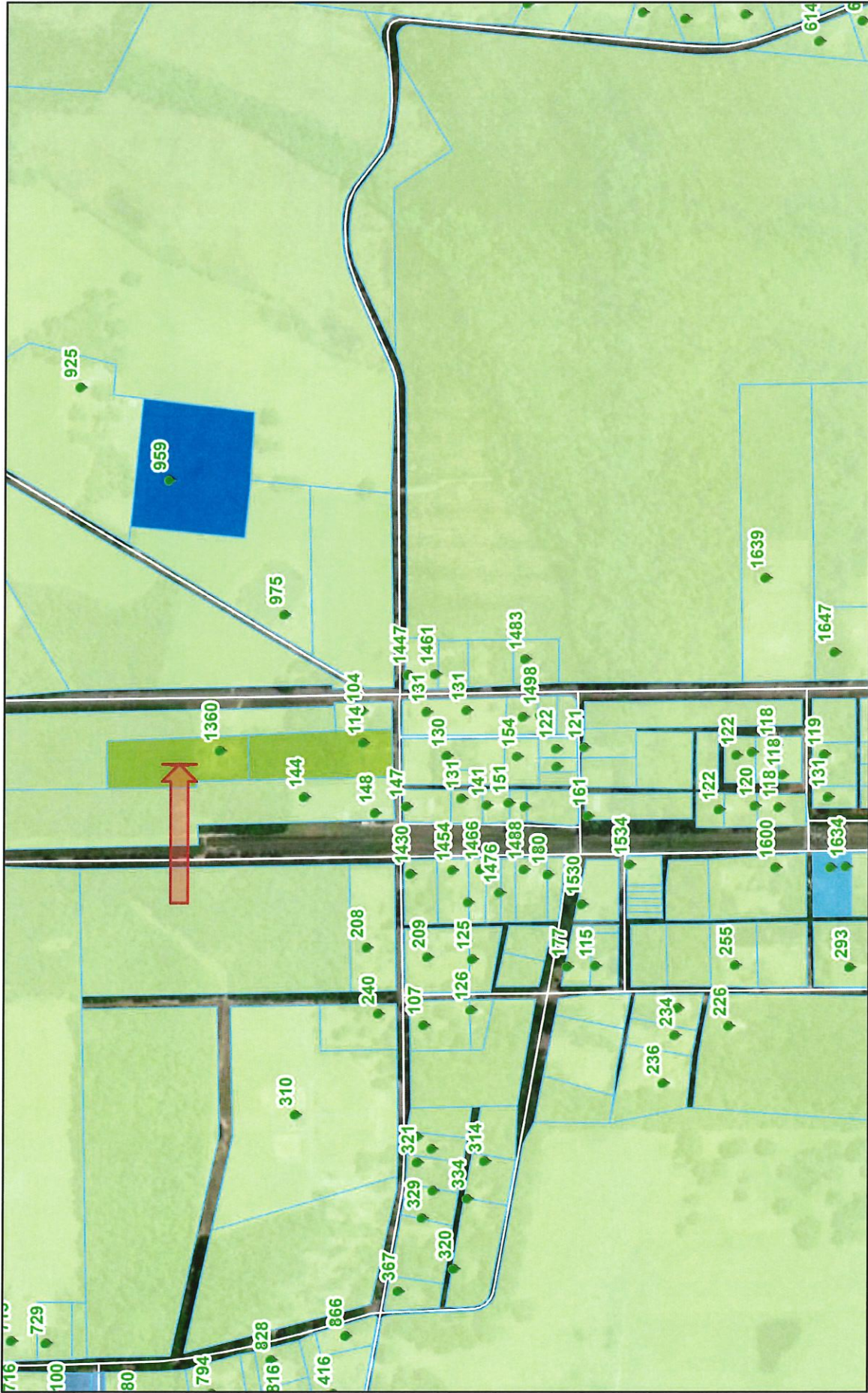


HUGR.DGN MAR2022

1360 HIGHWAY 17 SOUTH



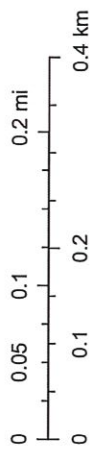
1360 HIGHWAY 17 SOUTH



3/14/2022, 11:07:53 AM

- Address Points
- Parcels2020
- Roads
- Effingham County Zoning
 - AR-1
 - AR-2
 - B-1
 - B-2
 - B-3

1:9,028



Maxar

Staff Report

Public Hearing 09

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 18, 2022
Item Description: **James M. Carlson** requests to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision. Located at 2077 Highway 119 North. **Map# 387 Parcel# 1**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create three new home sites for family members, these lots will be 1.269 acres, 1.227 acres, and 1.351 acres. The remaining 10.47 acres will be split, with a portion being combined with an adjoining parcel (408-30). The resulting acreage of these two lots will be 6.442 acres and 6.26 acres, which meets AR-1 zoning district requirements.
- The three new home sites do not meet AR-1 minimum acreage requirements and, therefore, must be rezoned to AR-2.

Alternatives

1. **Approve** the request to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision, with conditions:
 1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
 2. The major subdivision final plat must be approved by the Board of Commissioners, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.87 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

- Attachments:**
1. Rezoning application
 2. Ownership certificate

3. Deed
4. Aerial photograph

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

DB

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Hubert T. Griner Jr. – (Map # 296 Parcel # 49)** from **AR-2** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

RT

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Hubert T. Griner Jr. – (Map # 296 Parcel # 49)** from **AR-2** to **AR-1** zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL _____

Of the rezoning request by applicant **Hubert T. Griner Jr. – (Map # 296 Parcel # 49)** from **AR-2** to **AR-1** zoning.

AZ

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Hubert T. Griner Jr. – (Map # 296 Parcel # 49)** from AR-2 to AR-1 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

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Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Hubert T. Griner Jr. – (Map # 296 Parcel # 49)** from AR-2 to AR-1 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS. 4/18/22.

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Hubert T. Griner Jr.** requests to **rezone** 3.21 acres from **AR-2** to **AR-1** to allow for combination with an adjacent parcel. Located at 1360 Highway 17 South. **Map# 296 Parcel# 49**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.21 acres from **AR-2** to **AR-1** to allow for combination with an adjacent parcel, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to combine this parcel with an adjoining AR-1 parcel (296-46B) for tax purposes. The parcels must meet zoning district requirements in order to be approved for recombination.
- The total acreage of the combined parcel will be 11.85 acres, which conforms to the minimum acreage for AR-1.
- At the April 18 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 3.21 acres from AR-2 to AR-1, with the following conditions:
 1. The combined lots shall meet the requirements of the AR-1 zoning district.
 2. Recombination survey must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

1. **Approve** request to **rezone** 3.21 acres from **AR-2** to **AR-1** to allow for combination with an adjacent parcel, with the following conditions:
 1. The combined lots shall meet the requirements of the AR-1 zoning district.
 2. Recombination survey must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.21 acres from **AR-2** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
296-49

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
296-49

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS HUBERT T. GRINER JR. has filed an application to rezone three and twenty-one hundredth (3.21) +/- acres; from AR-1 to AR-2 to allow for combination with an adjacent parcel; map and parcel number 296-49, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT three and twenty-one hundredth (3.21) +/- acres; map and parcel number 296-49, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The combined lots shall meet the requirements of the AR-1 zoning district.
2. Recombination survey must be approved by Development Services, and be recorded, before the rezoning can take effect.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **James M. Carlson** requests to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision. Located at 2077 Highway 119 North. **Map# 387 Parcel# 1**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create three new home sites for family members, these lots will be 1.269 acres, 1.227 acres, and 1.351 acres. The remaining 10.47 acres will be split, with a portion being combined with an adjoining parcel (408-30). The resulting acreage of these two lots will be 6.442 acres and 6.26 acres, which meets AR-1 zoning district requirements.
- The three new home sites do not meet AR-1 minimum acreage requirements and, therefore, must be rezoned to AR-2.
- At the April 18 Planning Board meeting, Peter Higgins made a motion to **approve** the request to rezone 3.87 acres from AR-1 to AR-2, with the following conditions:
 1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
 2. The major subdivision final plat must be approved by the Board of Commissioners, and be recorded,
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision, with conditions:
 1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
 2. The major subdivision final plat must be approved by the Board of Commissioners, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.87 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application
 2. Ownership certificate

3. Deed
 4. Aerial photograph

ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 3.2.2022

Applicant/Agent: James M. CARLSON

Applicant Email Address: admin@carlsonsandco.com

Phone # 912-655-7187

Applicant Mailing Address: 2077 Highway 119 North

City: Springfield State: Ga. Zip Code: 313

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): admin@CarlsonsandCo.com

Phone # 912-655-7187

Owner's Mailing Address: 2077 Highway 119 N

City: Springfield State: GA Zip Code: 31329

Property Location: 2077 Highway 119 W Springfield GA 31329

Proposed Road Access: Highway 119 W

Present Zoning of Property: AW Proposed Zoning: AR2

Tax Map-Parcel # 387-1 Total Acres: 14.34 Acres to be Rezoned: + 3(7-) 3.87

Lot Characteristics: wooded

WATER
 Private Well

Public Water System

SEWER
 Private Septic System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: create Homeshke

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South AR-1 East AR-1 West AR-1

1. Describe the current use of the property you wish to rezone.

Farm land Surveyed one Acre For Home

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

3. Describe the use that you propose to make of the land after rezoning.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Applicant Signature: James M. Omba Date 3/2/2021

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 7/19/2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ~~93~~ 2536 page 23-24.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature James M. Carlson
Print Name James M. Carlson

Owner's signature _____
Print Name _____

Owner's signature _____
Print Name _____

Sworn and subscribed before me this 2 day of March, 20 22.

Chelsie Fernald
Notary Public, State of Georgia



DOC# 006023

FILED IN OFFICE

7/19/2019 10:44 AM

BK:2536 PG:23-24

ELIZABETH Z. HURSEY

CLERK OF SUPERIOR COURT

EFFINGHAM COUNTY

STATE OF GEORGIA
COUNTY OF EFFINGHAM

QUITCLAIM DEED

PT-61 051-2019-001958

THIS INDETNTURE, made this 18th day of July, 2019, between, JOANN'S FLORIST, FLOWERS & GIFTS, LCC, a Georgia Limited Liability Company, as Party of the First Part, and JAMES M. CARLSON, of Effingham County, Georgia, as Party of the Second Part,

WITNESSETH:

That the said Party of the First Part for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and does by these presents remise, release and forever QUITCLAIM to the said JAMES M. CARLSON, its successors and assigns, all of the right, title, interest, claim or demand the said Party of the First Part has or may have had in and to the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF / SUBJECT TO covenants, restrictions and easements of record.

With all of the rights, members and appurtenances in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said property and premises to the said Party of the Second Part so that neither the said Party of the Party of the First Part nor his heirs, administrators, executors and assigns, means, have, claim or demand any right or title to the aforesaid property and premises or its appurtenances or any right thereof.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal on the day and year first above written.

X James M. Carlson
JAMES M. CARLSON
JOANN'S FLORIST, OWNER

Signed, sealed and delivered this 19th day of July, 2019, in the presence of:

X Jennifer K. Pelzman
WITNESS

X Andrea N. Berry
NOTARY PUBLIC



EXHIBIT "A"

All that certain tract of parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing Sixteen and Fifty- Four Hundreths (16.54) acres, more or less, being bounded on the north by lands of Frances Y. Seckinger; on the east by lands of Frances Y. Seckinger; on the south by lands of Pate and by Georgia State Highway 119; and on the west by lands of James and Harry Bird Zittrouer. Express reference is hereby made to the plat of said lands made by Warren E. Polythress, R.L.S. #1953, dated November 23, 2009, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 42-A-1, for better determining the metes and bounds of said lands herein conveyed.

TITLE NOTE EXAMINED NOR WARRANTED BY PREPARER OF DEED



Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
James M. Carlson
2077 Highway 119 Springfield, GA 31329
Pin: 387-1
Total Acres: 14.34 Acres to be rezoned: 14.34

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

SURVEY OF FIVE LOTS LOCATED IN THE 11th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

GRID NORTH

THIS THESE LOT OR LOTS IS/ARE SERVED BY A PRIVATE ROAD, NOT TO BE MAINTAINED BY EFFINGHAM COUNTY NOR ACCEPTED AS A PUBLIC ROAD. THE ROAD SURFACE SHALL BE MAINTAINED BY THE OWNERS' EXPENSE. THIS IS SUBJECT TO THE EASEMENT WITH COUNTY STANDARDS AS SPECIFIED BY EFFINGHAM COUNTY, INCLUDING BUT NOT LIMITED TO PAVING. THIS THESE LOTS OR LOTS MAY NOT BE RE-SUBDIVIDED UNTIL SAID ROAD, AT SUB DIVIDERS EXPENSE IS BROUGHT TO BE ACCEPTED BY THE BOARD OF COMMISSIONERS, EFFINGHAM COUNTY BOARD OF COMMISSIONERS. IF THE ROAD REMAINS PRIVATE, ALL MAINTAINED, DRAINAGE AND ROAD SURFACE, SHALL BE THE RESPONSIBILITY OF THE ADJUTING PROPERTY OWNERS. THE ROAD SURFACE SHALL BE NOT LESS THAN 12 FEET WIDE. THE ROAD SURFACE SHALL STAND THAT IT SHALL BE YOUR RESPONSIBILITY TO PROPERLY GRANT THE EASEMENT SHOWN ON THIS PLAT BY DEED OR SEPARATE EASEMENT AGREEMENT TO ANY TRANSFER OF THE PROPERTY TO ANY OTHER PARTY. THE ORIGINAL REMAINING PARCEL SHALL BE DIVIDED INTO THREE LOTS. IF THE LOCATION OF EASEMENT IS CHANGED, THE OWNER SHALL REVISE THE PLAT AND RESUBMIT IT TO EFFINGHAM COUNTY FOR APPROVAL. I/WE UNDERSTAND THAT THIS IS A SUBDIVISION AND ANY EASEMENTS ARE SUBJECT TO ALL STATE AND LOCAL ORDINANCES AND RULES AND REGULATIONS ADOPTED BY EFFINGHAM COUNTY.

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL CARLSON RTX DATA COLLECTOR AND A CARLSON BRK6+ GPS.

2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.

3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN. I HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978.

5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67 IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.

6. WILLIAM MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN ON THE CERTIFICATE, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE

BEARING

L1	N87°53'20"E	491.29'
L2	S87°53'20"W	491.29'
L3	S10°42'41"E	372.41'
L4	S10°42'41"E	372.41'
L5	S10°42'41"E	372.41'
L6	N10°46'57"W	475.15'
L7	S78°50'50"W	197.71'
L8	N19°13'50"W	146.54'
L9	N78°52'02"E	183.90'
L10	S78°52'02"W	183.90'
L11	S78°52'02"W	183.90'
L12	N21°46'09"W	468.46'
L13	N21°46'09"W	468.46'
L14	S82°52'48"W	106.96'
L15	S79°14'16"W	164.98'
L16	S79°44'48"W	198.71'

FLOOD INFORMATION:
FEMA FLOOD MAP: (13103C0168E)
EFFECTIVE DATE: (03/16/2015)
THIS AREA IS NOT LOCATED IN A FLOOD HAZARD AREA

FLOOD ZONE:
"X"

ZONING:
AR-1

REFERENCES:
1. DB 2556 PG 23
2. PB D42 PG A1

SURVEY FOR:
JAMES CARLSON

COUNTY: EFFINGHAM STATE: GEORGIA
GMD: 11TH
DATE: 03/10/2022 SCALE: 1" = 200'
FILE NUMBER: 22140 DRAWN BY: KJ
TOTAL AREA: 16.550 ac.

REVISION: 03/28/2022
REVISION: 04/07/2022

CERTIFICATE OF APPROVAL FOR RECORDING:

THE SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS	DATE
WITNESS	DATE
CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS	DATE

PREPARED BY:
GLISSON LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964
377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5293 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (g) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

WILLIAM MARK GLISSON RLS #3316

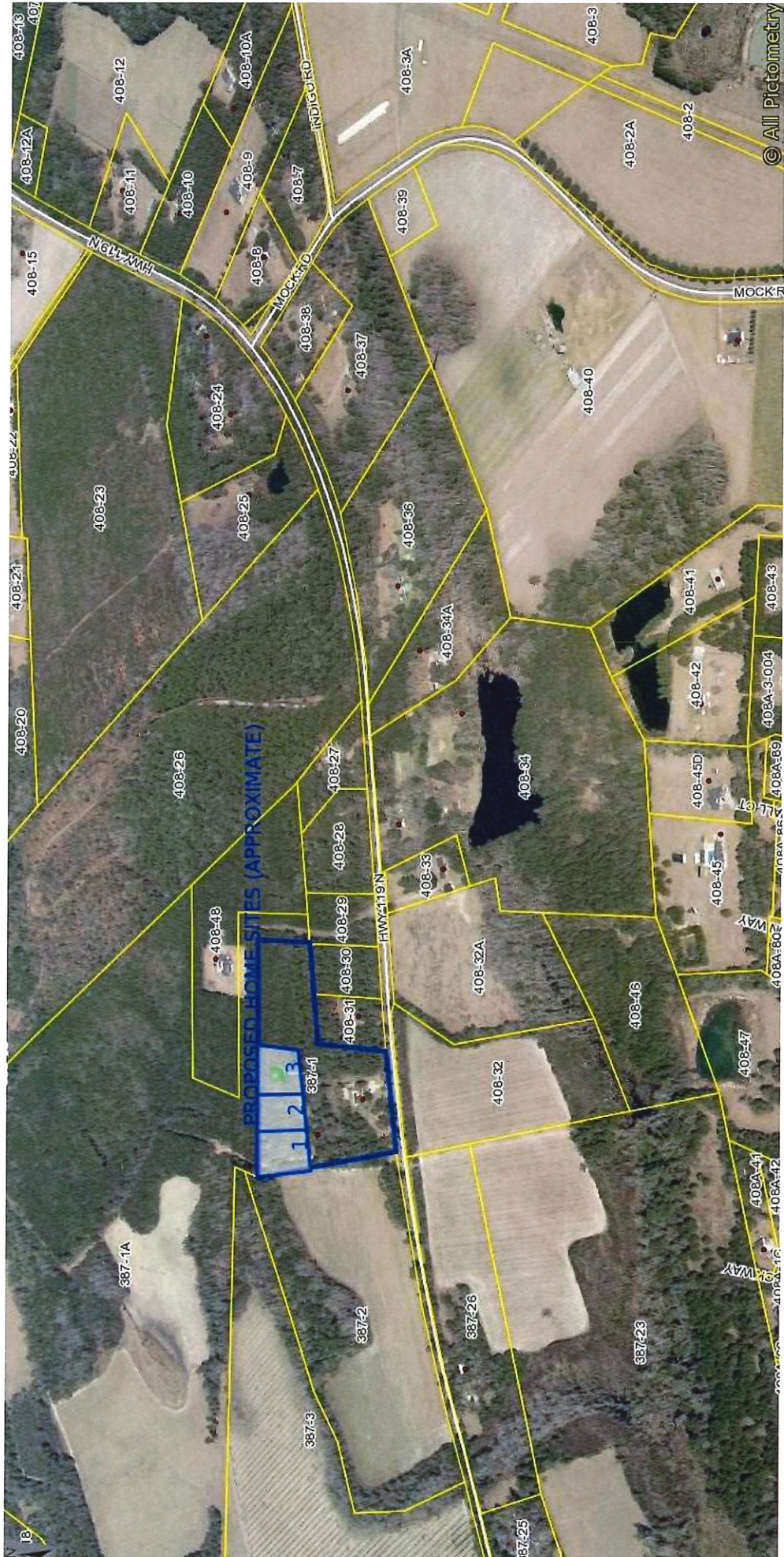
200' 0' 200' 400'

GRAPHIC SCALE 1" = 200'

DATE: *4/07/2022*

STATE OF GEORGIA
REGISTERED LAND SURVEYOR
3316
WILLIAM M.

2077 HIGHWAY 119 NORTH



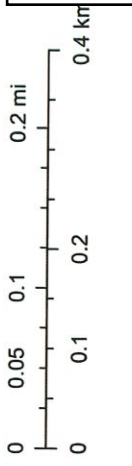
2077 HIGHWAY 119 NORTH



3/15/2022, 11:36:05 AM

1:9,028

- Address Points
- Parcels2020
- Roads
- Effingham County Zoning
 - AR-2
 - AR-1
 - R-1



Item XV. 7.

240

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **James M. Carlson – (Map # 387 Parcel # 1)** from **AR-1** to **AR-2** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

RT

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **James M. Carlson – (Map # 387 Parcel # 1)** from **AR-1** to **AR-2** zoning.

- Yes No 1. Is this proposal inconsistent with the county’s master plan?
- Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
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CHECK LIST:

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APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **James M. Carlson – (Map # 387 Parcel # 1)** from AR-1 to AR-2 zoning.

AZ

Yes No? ✓ 1. Is this proposal inconsistent with the county's master plan?

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EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL

DISAPPROVAL

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- Yes 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes 7. Are nearby residents opposed to the proposed zoning change?
- Yes 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS
4/18/22

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **James M. Carlson** requests to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision. Located at 2077 Highway 119 North. **Map# 387 Parcel# 1**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create three new home sites for family members, these lots will be 1.269 acres, 1.227 acres, and 1.351 acres. The remaining 10.47 acres will be split, with a portion being combined with an adjoining parcel (408-30). The resulting acreage of these two lots will be 6.442 acres and 6.26 acres, which meets AR-1 zoning district requirements.
- The three new home sites do not meet AR-1 minimum acreage requirements and, therefore, must be rezoned to AR-2.
- At the April 18 Planning Board meeting, Peter Higgins made a motion to **approve** the request to rezone 3.87 acres from AR-1 to AR-2, with the following conditions:
 1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
 2. The major subdivision final plat must be approved by the Board of Commissioners, and be recorded,
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 3.87 acres from **AR-1** to **AR-2** to allow for a 5-lot subdivision, with conditions:
 1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
 2. The major subdivision final plat must be approved by the Board of Commissioners, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.87 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

387-1

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

387-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS JAMES M. CARLSON. has filed an application to rezone three (3) +/- acres; from AR-1 to AR-2 to allow for the creation of a 5-lot subdivision; map and parcel number 387-1, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT three (3) +/- acres; map and parcel number 387-1, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.

2. The major subdivision final plat must be approved by the Board of Commissioners, and be recorded, before the rezoning can take effect.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Reuben E. Jenkins III** requests to **rezone** 1.05 acres from **AR-1** to **B-2** to allow for commercial use. Located at 351 Webb Road. **Map# 389 Parcel# 18**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 1.05 acres from **AR-1** to **B-2** to allow for commercial use.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- An adjacent parcel (389-19) was rezoned to B-2 on 12/2/1980, to allow for a warehouse and shop. A letter in the rezoning file cites adjacent parcels as having commercial businesses. The property to the north was farmland in 1980. At this time, there is residential development to the north.
- The properties at 389-18 & 389-19 have been used for various commercial activities. There is no active business license for any business at those locations.
- Code Enforcement followed up on complaints relating to junk cars on site in 2021. The properties have been cleared, and the cases are closed.
- The applicant did not provide information on proposed business operations. B-2 permits food service, clubs, retail, child care, residential development, indoor entertainment, offices, etc.
- Automobile service and commercial parking areas are permitted as conditional uses. If the rezoning is approved, conditional use approval may be necessary based on the proposed business. Sketch plan approval would be necessary for improvements such as buildings or parking areas. Any business operating at the site would need to obtain and maintain a business license.
- The parcel is served by a private unpaved extension from Webb Road. The road surface may need to be improved by the property owner, depending on the proposed commercial development,
- A 30' vegetative buffer around the perimeter of the commercial parcels would be required in order for a new business to begin operations on site.
- Webb Road is not a designated truck route; it is a surface-treated, county-maintained road. Improvements may be necessary, depending on the proposed use at 351 Webb Road.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **approve** the request to rezone 1.05 acres from AR-1 to B-2, and added the following conditions:
 1. The lot shall meet the requirements of the B-2 zoning district.
 2. A sketch plan must be submitted and approved for any commercial use of the property.
 3. Applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of commercial operations on site. The business license shall be maintained by annual renewal.
- The motion was seconded by Alan Zipperer, and carried by a 4/1 vote.

Alternatives

1. Approve the request to **rezone** 1.05 acres from **AR-1** to **B-2**, with the following Planning Board recommendations:

1. The lot shall meet the requirements of the B-2 zoning district.
2. A sketch plan must be submitted and approved for any commercial use of the property.
3. Applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of commercial operations on site. The business license shall be maintained by annual renewal.

2. Deny the request to **rezone** 1.05 acres from **AR-1** to **B-2**.

Recommended Alternative: 2

Department Review: Development Services

Attachments: 1. Rezoning application
2. Ownership certificate

Other Alternatives: 1

FUNDING: N/A

3. Deed
4. Aerial photograph

Item XV. 9.

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: _____

Applicant/Agent: Reuben E Jenkins III

Applicant Email Address: radioqueenn@gmail.com

Phone # 912-341-3436

Applicant Mailing Address: 343 Webb Rd

City: Springfield State: Ga Zip Code: 31329

Property Owner, if different from above: Same

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 351 Webb Rd Springfield Ga 31329

Proposed Road Access: Webb Rd

Present Zoning of Property: AR-1 Proposed Zoning: B-2

Tax Map-Parcel # 389-18 Total Acres: 1.05 Acres to be Rezoned: 1.05

Lot Characteristics: metal building

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Used for commercial purposes

List the zoning of the other property in the vicinity of the property you wish to rezone: historically

North _____ South _____ East _____ West _____

1. Describe the current use of the property you wish to rezone.

not currently in use.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

no

3. Describe the use that you propose to make of the land after rezoning.

Combination of use with adjacent B-2 parcel

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

residential, commercial

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Historically has been used for commercial.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

NO

Applicant Signature:

Raul Jhi

Date

3-8-22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

November 19, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2743 page 970-971.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Reuben E. Jenkins III
Print Name Reuben E. Jenkins III

Owner's signature _____
Print Name _____

Owner's signature _____
Print Name _____

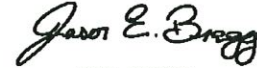
Sworn and subscribed before me this 8th day of March, 2022.

Kathleen Erin Dunning
Notary Public, State of Georgia



**BK:2743 PG:970-971
D2021014076**

FILED IN OFFICE
CLERK OF COURT
11/19/2021 03:17 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$87.00

PT-61 051-2021-003792

3883633903
PARTICIPANT ID

Return Recorded Document to:
The Ratchford Firm
1575 Highway 21 South
Springfield, GA 31329

Our File #: 21-556

**LIMITED WARRANTY DEED
With Right of Survivorship**

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this **19th** day of **November, 2021**, between **Russell Lee Scruggs**, of the County of **Effingham**, State of Georgia, as party or parties of the first part, hereinafter called **Grantor**, and **Reuben Eugene Jenkins, III and Michelle L. Jenkins**, as party or parties of the second part, hereinafter called **Grantee** (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other good and 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 Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the **11th G.M. District, Effingham County, Georgia**, containing **1.05 acres, more or less**, known and designated as **Parcel 2**, that is shown and more particularly described by the plat of survey made by **Paul D. Wilder, R.L.S. #1559**, dated **March 2, 1984**, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in **Plat Book 16, page 22**, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by **Rothell P. MacMillan** to **Russell Lee Scruggs** as evidenced by that certain Warranty Deed dated **June 28, 2017**, recorded in **Deed Book 2413, page 869**, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

Said property has a current property tax identification number of **03890-018-000** with a street address of **351 Webb Road, Springfield, Georgia 31329**.

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 Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims and demands of all persons holding by, through or under the above Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered this 19th day of November, 2021, in the presence of:

[Signature]
Unofficial Witness

[Signature] (Seal)
Russell Lee Scruggs

[Signature]
Notary Public

_____ (Seal)

My commission expires 8/25/25

(Notary Public Seal Affixed)





Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329

Phone: 912-754-6850 | Fax: 912-754-0078

April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Reuben Jenkins
351 Webb Road Springfield, GA 31329
Pin: 389-18
Total Acres: 1.05 Acres to be rezoned: 1.05

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

Effingham Director of Code Administration

Ronald B. Pevey
Zoning & Building Inspector

Effingham County Courthouse P.O. Box 307
Springfield, Georgia 31329
(912)754-6132

November 12, 1980

The Effingham County Planning Board will hold a Public Hearing on Tuesday, November 25, 1980, at 7:30P. M. in the court room of the Effingham County Courthouse.

To hear petition filed by Mr. Bobby G. Reddick Jr. to rezone 1.06 acres of property adjoining your property.

He is asking that his property be rezoned from AR-I (agricultural residential districts) to B-2 (general commercial districts) for the erection of a warehouse and shop.

This property is located south of Springfield behind Massey-Ferguson Tractor Co. and next to Effingham Cable T.V.

If you have any objections to this rezoning they can be heard at this time.

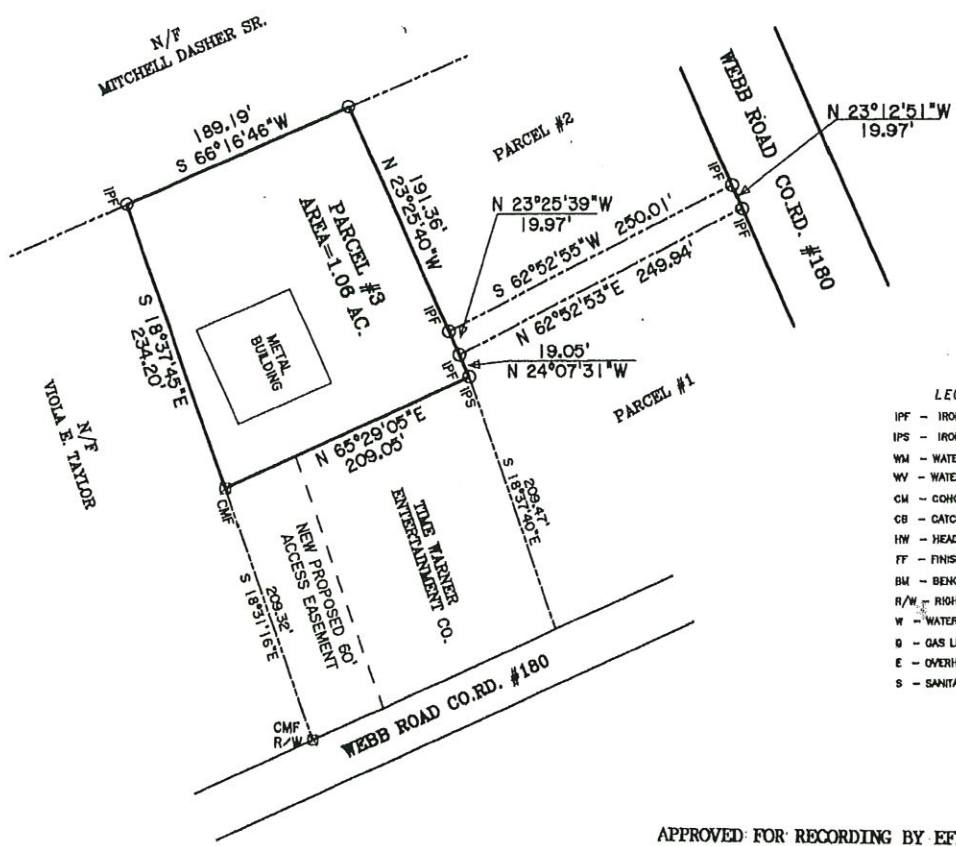
Sincerely:
Ronald B. Pevey
Zoning Administrator
RBP/flj

SURVEY OF PARCEL #3 OF THE BOBBY REDDICK SUBDIVISION
 LOCATED IN THE 11 TH G.M.DISTRICT OF
 EFFINGHAM COUNTY, GEORGIA

Plot Cabinet
 C 106
 B-2

05 JAN 12 PM 2:37

111 S. GAY STREET
 LEGA ECC. CO.



- LEGEND
- IPF - IRON PIN FOUND
 - IPS - IRON PIN SET
 - WM - WATER METER
 - WV - WATER VALVE
 - CM - CONCRETE MONUMENT
 - CB - CATCH BASIN
 - HW - HEAD WALL
 - FF - FINISHED FLOOR
 - BM - BENCH MARK
 - R/W - RIGHT-OF-WAY
 - W - WATER LINE
 - G - GAS LINE
 - E - OVERHEAD POWER LINE
 - S - SANITARY LINE

APPROVED FOR RECORDING BY EFFINGHAM
 COUNTY ZONING ADMINISTRATOR.

John O. Parker 1/12/2006
 ZONING ADMINISTRATOR DATE

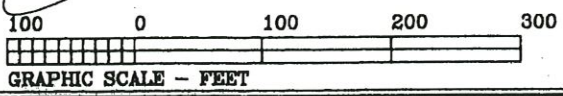
THE DATA UPON WHICH THIS SURVEY WAS BASED HAS A FIELD
 PRECISION ERROR OF ONE IN 25,000 FEET, HAVING ANGULAR
 ERROR OF 6 SEC/ANGLE POINT AND WAS ADJUSTED USING
 CRANDALL METHOD.

IN MY OPINION THIS PLAT IS A TRUE AND CORRECT
 REPRESENTATION OF THE LAND PLATTED AND HAS BEEN
 PREPARED IN CONFORMITY WITH THE MINIMUM
 STANDARDS AND REQUIREMENTS OF LAW.

THIS PROPERTY IS NOT LOCATED IN A FEDERAL
 FLOOD AREA AS INDICATED BY F. I. A. OFFICAL
 FLOOD HAZARD MAPS.

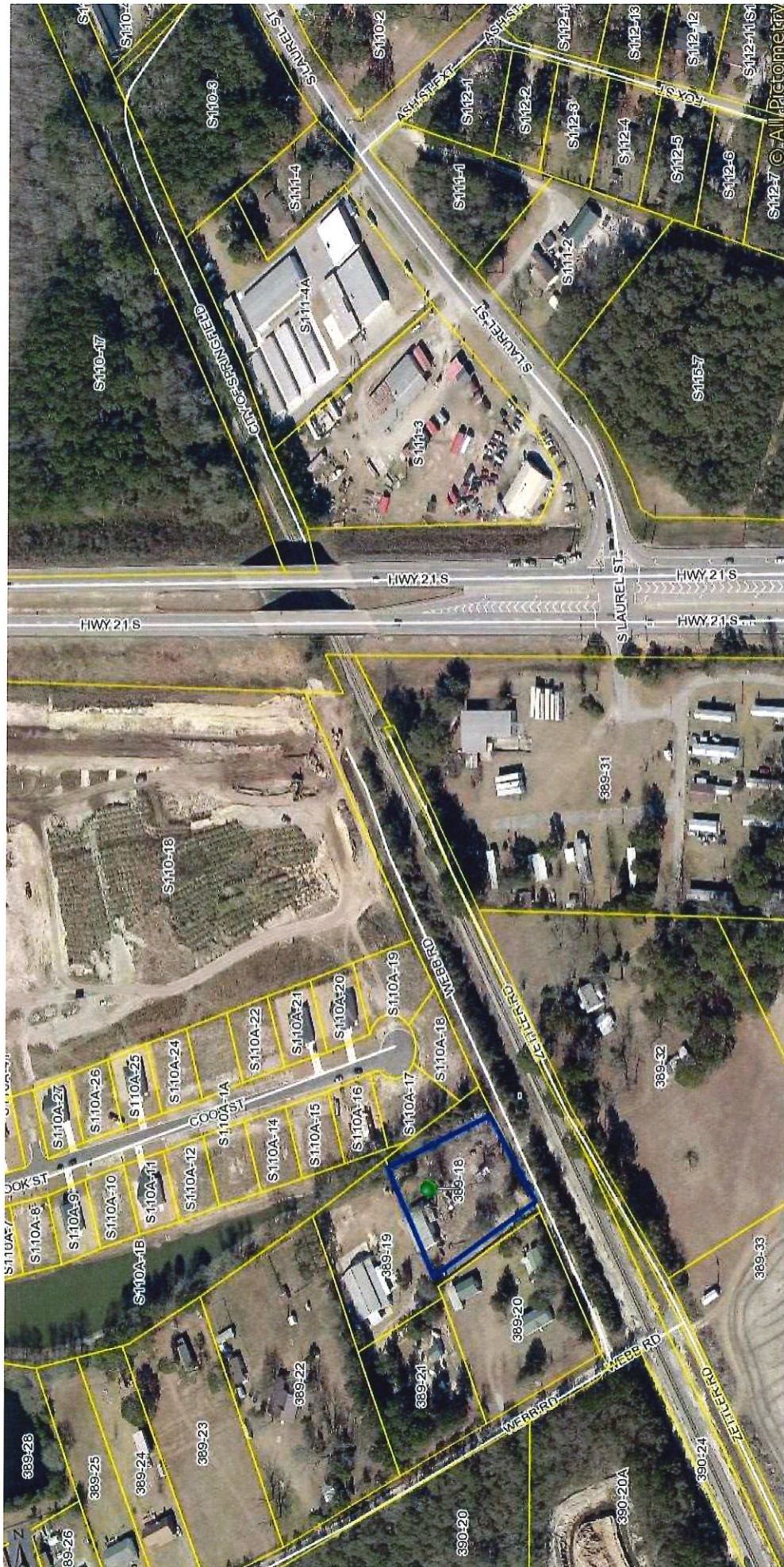
EQUIPMENT USED WAS A TOPCON, MODEL GTS 303.
 DATA ON THIS PLAT HAS A CLOSURE PRECISION
 RATIO OF ONE FOOT IN 100,000

John O. Parker
 JOHN O. PARKER RLS #1850

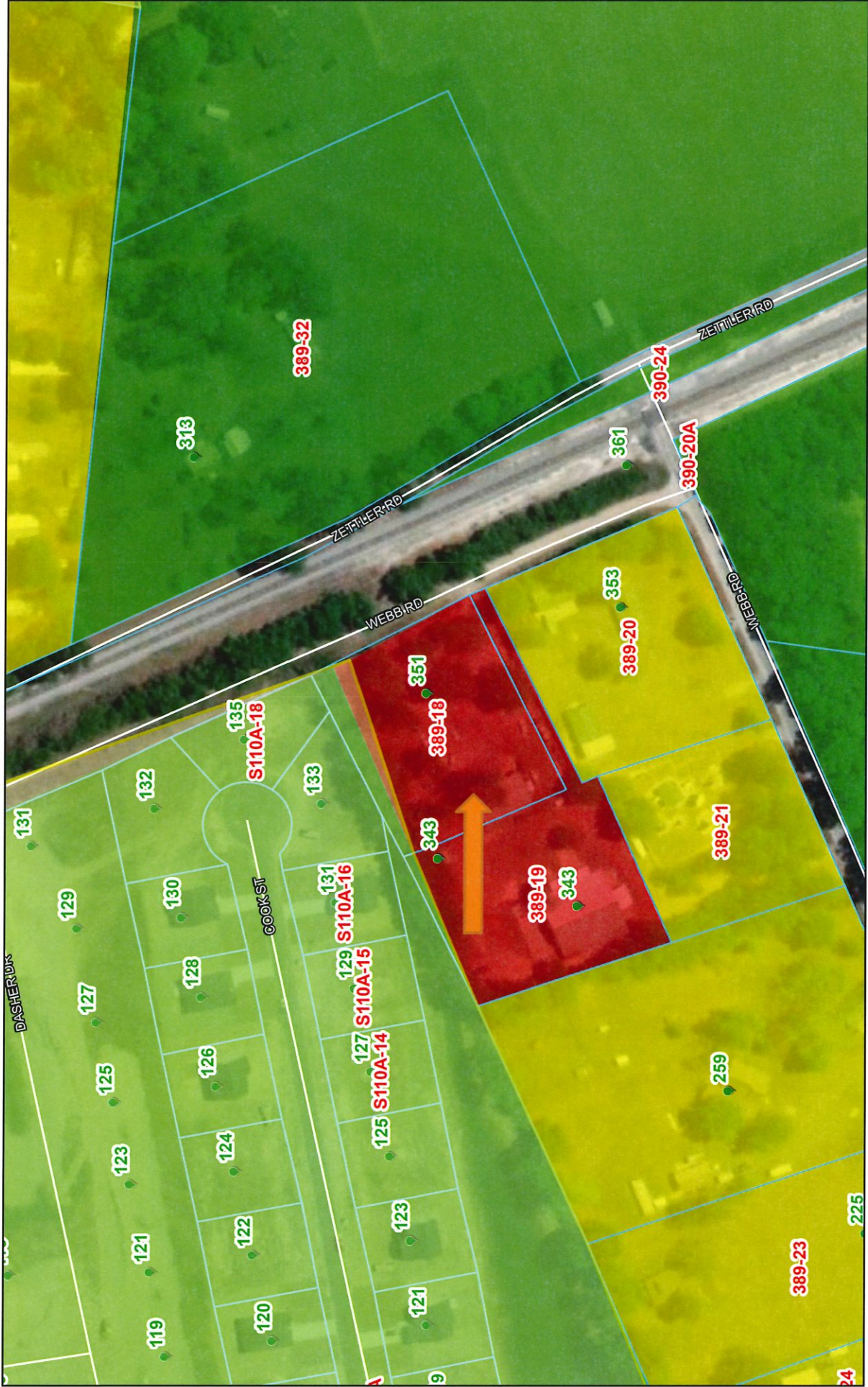


SURVEY FOR:	
GARY PARK	
COUNTY EFFINGHAM	STATE GA.
G.M.D. 11 TH SUBD.	LOT 3
DATE 12/05/05	SCALE 100'
JOB NUMBER 05249	AREA=1.06 AC.
JOHN O. PARKER REGISTERED LAND SURVEYOR NO. 1850 P.O. BOX 293 GLENVILLE GA. 30487 PH. (478) 654-3844	

351 WEBB ROAD

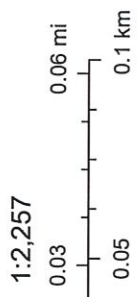


351 WEBB ROAD



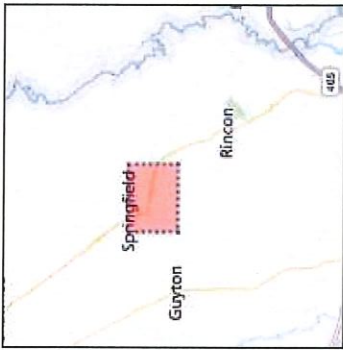
3/16/2022, 11:10:19 AM

- Municipal Boundaries
- Parcels2020
- Roads
- Future Land Use - Plan Date 10/1/2019
- Agriculture
- Commercial
- Residential
- Transportation/Utilities
- Address Points
- 260 Tax Parcel Labels



Maxar, Microsoft

351 WEBB ROAD



Legend

- ◆ Address Points
- Tax Parcels With Labels
- Zoning
 - AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-5
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - FH
 - CP
 - PD
 - Other
- Road Names
- Road Centerlines

This map is a user generated static output from rights.pot.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

16 Mar, 2022



9.5

DB

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Reuben E. Jenkins III- (Map # 389 Parcel # 18)** from **AR-1** to **B -2** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

RT

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL *1 voted to deny* DISAPPROVAL

Of the rezoning request by applicant **Reuben E. Jenkins III-** (Map # 389 Parcel # 18) from AR-1 to B -2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Reuben E. Jenkins III- (Map # 389 Parcel # 18)** from **AR-1** to **B -2** zoning.

AZ

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Ryan Thompson against

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL REJ DISAPPROVAL _____

Of the rezoning request by applicant **Reuben E. Jenkins III- (Map # 389 Parcel # 18)** from AR-1 to B-2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

REJ

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Reuben E. Jenkins III- (Map # 389 Parcel # 18)** from AR-1 to B-2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS. 4/19/22.

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Reuben E. Jenkins III** requests to **rezone** 1.05 acres from **AR-1** to **B-2** to allow for commercial use. Located at 351 Webb Road. **Map# 389 Parcel# 18**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 1.05 acres from **AR-1** to **B-2** to allow for commercial use.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- An adjacent parcel (389-19) was rezoned to B-2 on 12/2/1980, to allow for a warehouse and shop. A letter in the rezoning file cites adjacent parcels as having commercial businesses. The property to the north was farmland in 1980. At this time, there is residential development to the north.
- The properties at 389-18 & 389-19 have been used for various commercial activities. There is no active business license for any business at those locations.
- Code Enforcement followed up on complaints relating to junk cars on site in 2021. The properties have been cleared, and the cases are closed.
- The applicant did not provide information on proposed business operations. B-2 permits food service, clubs, retail, child care, residential development, indoor entertainment, offices, etc.
- Automobile service and commercial parking areas are permitted as conditional uses. If the rezoning is approved, conditional use approval may be necessary based on the proposed business. Sketch plan approval would be necessary for improvements such as buildings or parking areas. Any business operating at the site would need to obtain and maintain a business license.
- The parcel is served by a private unpaved extension from Webb Road. The road surface may need to be improved by the property owner, depending on the proposed commercial development,
- A 30' vegetative buffer around the perimeter of the commercial parcels would be required in order for a new business to begin operations on site.
- Webb Road is not a designated truck route; it is a surface-treated, county-maintained road. Improvements may be necessary, depending on the proposed use at 351 Webb Road.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **approve** the request to rezone 1.05 acres from AR-1 to B-2, and added the following conditions:
 1. The lot shall meet the requirements of the B-2 zoning district.
 2. A sketch plan must be submitted and approved for any commercial use of the property.
 3. Applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of commercial operations on site. The business license shall be maintained by annual renewal.
- The motion was seconded by Alan Zipperer, and carried by a 4/1 vote.

Alternatives

1. Approve the request to **rezone** 1.05 acres from **AR-1** to **B-2**, with the following Planning Board recommendations:

1. The lot shall meet the requirements of the B-2 zoning district.
2. A sketch plan must be submitted and approved for any commercial use of the property.
3. Applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of commercial operations on site. The business license shall be maintained by annual renewal.

2. Deny the request to **rezone** 1.05 acres from **AR-1** to **B-2**.

Recommended Alternative: 2
Department Review: Development Services
Attachments: 1. Zoning Map Amendment

Other Alternatives: 1
FUNDING: N/A

Item XV. 10.

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
389-18

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
389-18

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS REUBEN E. JENKINS III. has filed an application to rezone one and five hundredth (1.05) +/- acres; from AR-1 to B-2 to allow for commercial use; map and parcel number 389-18, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT one and five hundredth (1.05) +/- acres; map and parcel number 389-18, located in the 4th commissioner district is rezoned from AR-1 to B-2, with the following conditions:

1. The lot shall meet the requirements of the B-2 zoning district.
2. A sketch plan must be submitted and approved for any commercial use of the property.
3. Applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of commercial operations on site. The business license shall be maintained by annual renewal.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Gary Ferrell** requests a **variance** from section 3.3 to reduce required accessory building setbacks, allowing for a replacement accessory structure. Located at 1129 Ralph Rahn Road, zoned R-1. **Map# 391B Parcel# 2**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from section 3.3 to reduce required setbacks, allowing for a replacement accessory structure, with conditions.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant purchased a property with an existing accessory structure on the site in question. The applicant then replaced the accessory structure using the pre-existing slab, which is in line with the driveway. He was unaware of the building permit requirement for a building over 200 sf.
- The accessory structure is approximately 5 ½' from the side property line and therefore does not meet the minimum side setback of 10', pursuant to *Section 3.3 Accessory Structures in Residential Districts*.
- The location of the existing home and septic drainfield eliminate the option of placing the structure elsewhere in the side or rear yard.
- The applicant is working with the Building Official to meet plan review requirements for a building permit for the accessory building.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **approve** the request for a variance from *section 3.3* to reduce required setbacks, with the following condition:
 1. Meet all requirements for building permit approval.
- The motion was seconded by Peter Higgins, and carried by a 4/1 vote.

Alternatives

1. Approve the request for a **variance** to reduce required setbacks, allowing for a replacement accessory structure, with condition:

1. Meet all requirements for building permit approval.

2. Deny the request for a variance to reduce required setbacks, allowing for a replacement accessory structure.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

- Attachments:**
1. Variance application
 2. Ownership Certification

3. Deed
4. Aerial photography

Staff Report

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 3/11/2022

Applicant/Agent: Gary P. Ferrell Jr.

Applicant Email Address: garyferrell24@yahoo.com

Phone # 912-856-3011

Applicant Mailing Address: 1129 Ralph Rahn Rd

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): N/A

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 1129 Ralph Rahn Road

Name of Development/Subdivision: Buckfield

Present Zoning of Property R-1 Tax Map-Parcel # 391B-2 Total Acres .88

VARIANCE REQUESTED (provide relevant section of code): Sec. 6.2.3

Describe why variance is needed: Pre-existing slab was used for accessory building. Does not meet side setback requirements. Cannot move due to drainfield

How does request meet criteria of Section 7.1.8 (see Attachment C): Location of house & driveway on .88ac. lot provides options for placement of accessory building.

Applicant Signature: Gary P. Ferrell Jr. Date 3-11-22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

8-15-18, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2482 page 799.

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Mary P. Ferrell Jr.

Print Name Gary Paul Ferrell Jr.

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 11 day of March, 20 22.

Chelsie Fernald
Notary Public, State of Georgia



DOC# 007102
FILED IN OFFICE
8/15/2018 04:09 PM
BK: 2482 PG: 799-799
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COUR
T
EFFINGHAM COUNTY
Elizabeth Z. Hursey
REAL ESTATE TRANSFER T
AX
PAID: \$210.00
PT-61 051-2018-002136

Return Recorded Document to:
The Ratchford Firm
1575 Highway 21 South
Springfield, GA 31329

Our File #: 18-361

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 14th day of August, 2018, between William J. Callaway and Laura P. Callaway, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Gary P. Ferrell, Jr., as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and 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,

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, known and designated as Lot Number 2, Buckfield Plantation, that is shown and more particularly described by the plat of survey made by Charles W. Tuten, Jr., R.L.S. # 2345, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 124A, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Hubert W. Kight to William J. Callaway and Laura P. Callaway as evidenced by that certain Warranty Deed dated February 2, 2015, recorded in Deed Book 2277, page 340, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

Said property has a current property tax identification number of 0391B-002-000, with a current street address of 1129 Ralph Rahn Rd, Rincon, Georgia, 31326.

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 forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

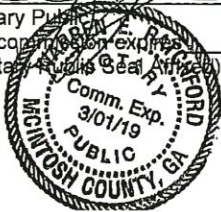
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed this 14th day of August, 2018

In the presence of:

Ashley Matthews
Unofficial Witness

Notary Public
My commission expires 3/1/19
(Notary Public Seal Affixed)



William J. Callaway

William J. Callaway (Seal)

Laura P. Callaway

Laura P. Callaway (Seal)





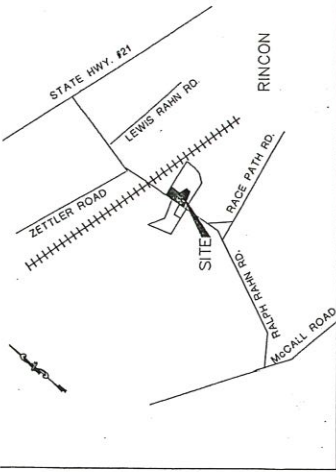
EMC ENGINEERING SERVICES, INC.

Post Office Box 8101
23 East Chatham Street
Savannah, Georgia 31412
Phone: (912) 232-2920
Fax: (912) 232-2920

SUBDIVISION PLAT OF BUCKFIELD PLANTATION,
RALPH RAHN ROAD
9th G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
Prepared for:
PARKER RAHN AND BARNARD RAHN

REVISIONS	NUMBER	DATE

DESIGN:	MDM
GRAPHICS:	AW
REVIEW:	CE
DATE:	MARCH, 2001
SCALE:	1" = 10'
PROJECT:	99-56
SHEET:	1 OF 1

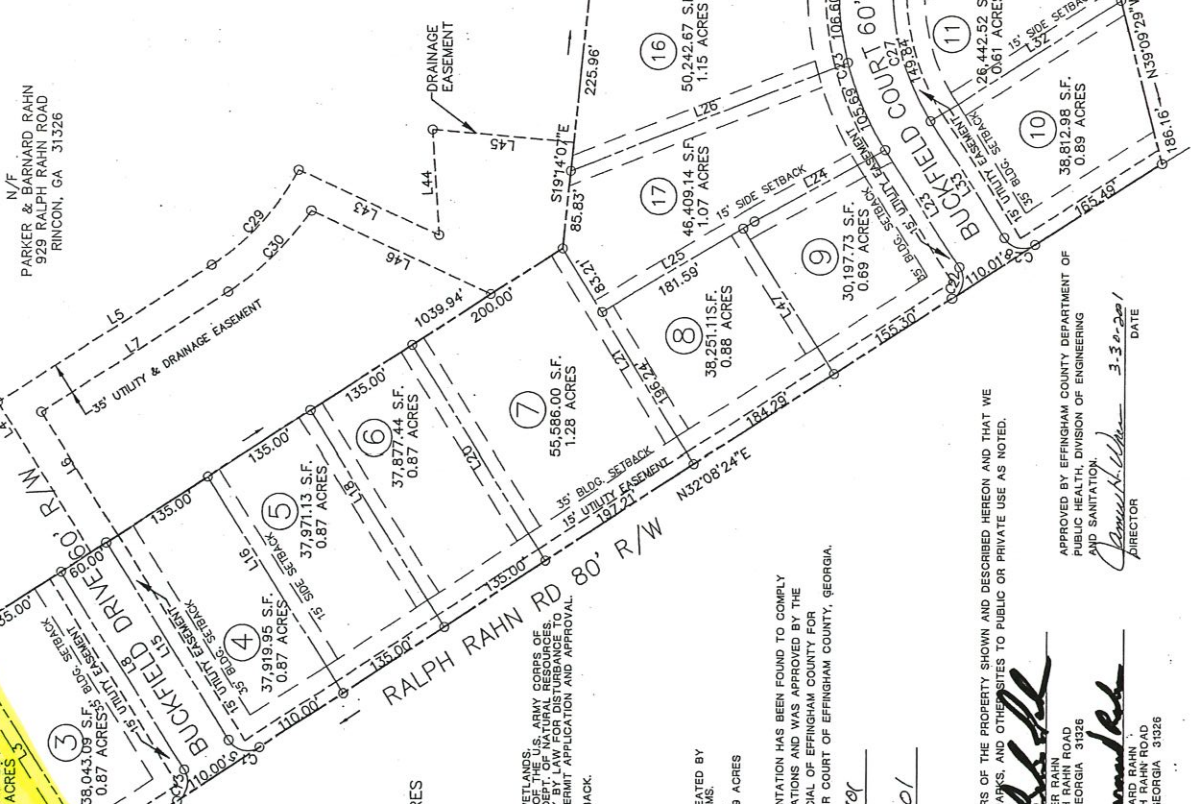


VICINITY MAP

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	BEARING
C13	39.27	25.00	25.00	90°00'	35.35	S77°35'49"E
C15	39.27	25.00	25.00	90°00'	35.35	S77°35'49"E
C22	212.29	330.42	109.95	36°48'43"	208.66	N39°17'28"W
C24	21.68	25.00	11.57	49°40'44"	21.00	S45°53'32"E
C25	292.55	60.00	50.92	27°21'34"	277.65	N69°05'53"E
C26	21.68	25.00	11.57	49°40'44"	21.00	N63°57'19"E
C28	19.35	25.00	9.05	36°50'33"	17.08	N39°18'08"W
C29	144.03	273.38	23.66	23°46'00"	141.35	S77°24'11"W
C30	129.01	313.38	65.43	23°35'15"	128.10	S20°35'34"W

LINE	LENGTH	BEARING
L1	217.02	S57°35'49"E
L2	283.71	S57°35'49"E
L3	163.09	S57°35'49"E
L4	283.20	S32°24'11"W
L5	283.20	N32°24'11"E
L6	180.00	N32°24'11"E
L7	248.20	N32°24'11"E
L8	257.59	N57°35'48"W
L15	257.09	N57°35'48"W
L16	281.58	S57°35'48"E

L18	288.96	S57°35'49"E
L20	280.31	S57°35'49"E
L21	276.45	S57°35'49"E
L23	152.87	S77°42'30"E
L24	165.37	N34°05'10"E
L25	196.58	N34°05'10"E
L26	330.93	N43°28'38"E
L27	268.08	N60°18'59"E
L28	240.85	S65°08'38"E
L29	251.75	S07°00'25"E
L30	235.31	S45°02'05"W
L31	235.31	N37°14'17"W
L32	248.68	N37°14'17"W
L33	152.37	N57°42'42"W
L34	172.64	S05°29'34"E
L35	17.37	N82°59'55"E
L36	71.76	S07°00'25"E
L37	73.78	S07°00'25"E
L38	17.37	N82°59'55"E
L39	22.50	S03°31'E
L40	124.78	S07°00'25"W
L41	49.36	S07°00'25"W
L42	72.52	S77°10'00"W
L43	172.48	S89°19'24"W
L44	116.69	S28°53'32"E
L45	155.77	S89°48'23"W
L46	222.20	S89°19'22"W
L47	188.52	N57°35'45"W



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT, AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATION, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SATISFACTION SET FORTH IN SAID REGULATIONS.
 BY: Charles W. Tuttle, Jr.
 CHARLES W. TUTTLE, JR.
 REGISTERED GEORGIA SURVEYOR'S NO. 2345
 DATE: February 28, 2001

REFERENCE: WETLANDS SURVEY PREPARED BY MR. WARREN E. POTYTHRESS, R.L.S., DATED MARCH 16, 1999.
 PLAN OF BUCKFIELD PLANTATION PREPARED BY MR. WARREN E. POTYTHRESS, R.L.S., BASED ON MY OBSERVATION THAT THIS LOT IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY HUD-C, MAP DATED SEP. 15, 1999.
 AREA: 732,243.80 S.F. (16.81 ACRES)
 E.O.G. PLAT: INFINITY

TOTAL AREA: BUCKFIELD PLANTATION: 16.81 ACRES

NOTES:
 1. PROPERTY ZONED R-1.
 2. NOT FIELD VERIFIED BY EMC ENGINEERING SERVICES, INC.
 3. PROPERTY BOUNDARY FIELD VERIFIED BY MR. WARREN E. POTYTHRESS, R.L.S.
 4. PORTIONS OF THIS PROPERTY MAY CONTAIN WETLANDS, SWAMPY AREAS, OR OTHER NATURAL RESOURCES OF ENGINEERS AND/OR THE STATE OF GEORGIA, DEPT. OF NATURAL RESOURCES. THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION AND APPROVAL.
 5. ALL LOTS SHALL HAVE A 30' REAR YARD SETBACK.
 6. FENCED LAND AND SEWAGE TREATMENT PLANTS.
 7. OWNER: MR. PARKER RAHN & BARNARD RAHN, RINCON, GEORGIA 31328
 8. WATER SERVICE TO BE PROVIDED BY A COMMUNITY WATER SYSTEM.
 9. INDIVIDUAL ON-SITE WASTE TREATMENT SYSTEMS.
 10. TOTAL LENGTH OF PROPOSED ROADWAY: 4777'.
 11. TOTAL AREA OF PROPOSED RIGHT-OF-WAY: 1.19 ACRES

THE SUBDIVISION PLAT KNOWN AS BUCKFIELD PLANTATION HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE ZONING ADMINISTRATOR AND PUBLIC WORKS OFFICIAL OF EFFINGHAM COUNTY FOR RECORDING IN THE OFFICE OF CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION.
 DIRECTOR: [Signature]
 DATE: 3-30-2001

APPROVED BY PARKER RAHN & BARNARD RAHN, REGISTERED GEORGIA SURVEYOR'S NO. 2345.
 DATE: 3-27-01

DATE: 3-27-01
 WITNESS: [Signatures]

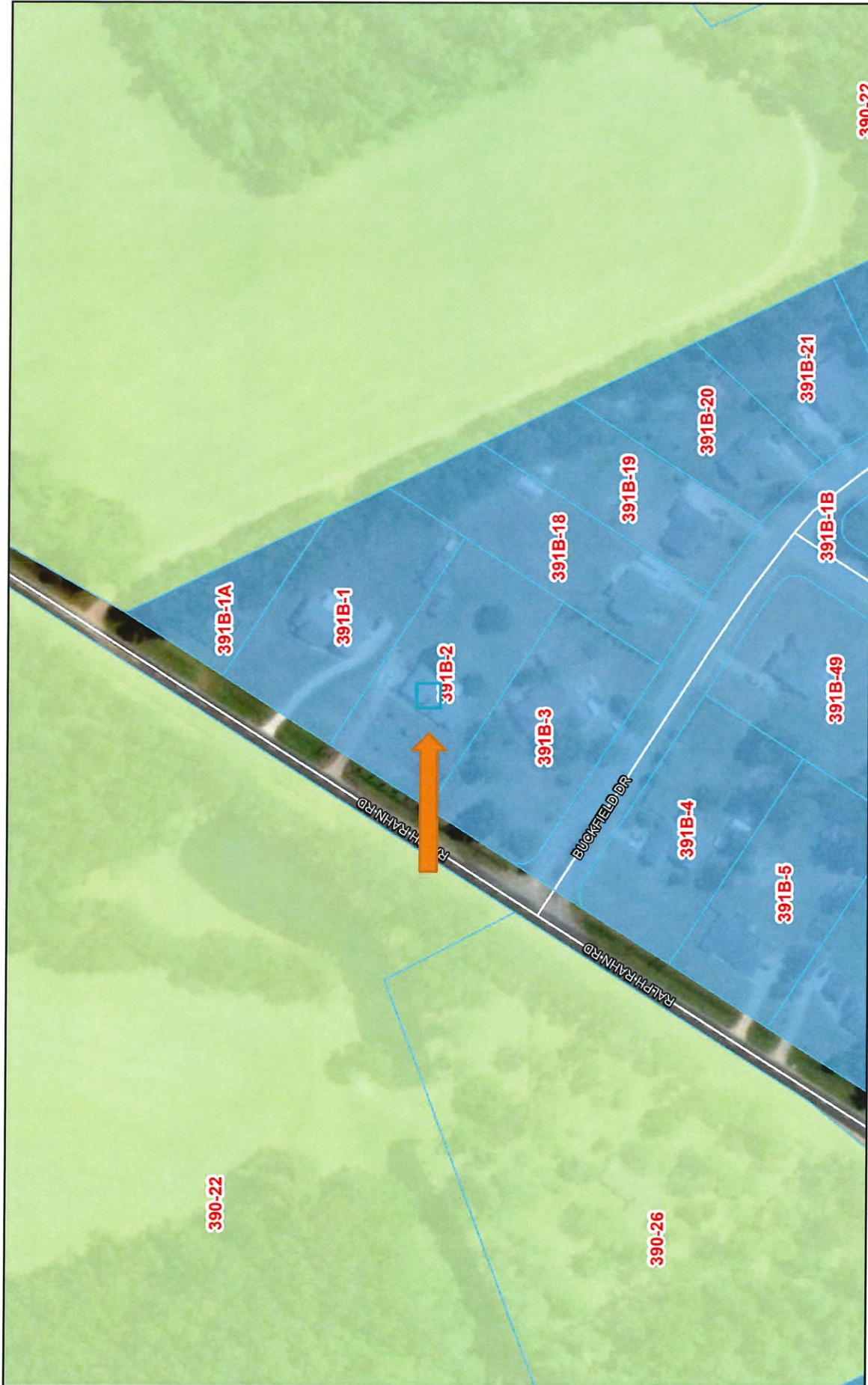
1129 RALPH RAHN ROAD



© All Pictometry

Item XV. 11.

1129 RALPH RAHN ROAD



3/15/2022, 9:34:36 AM

Tax Parcel Labels
Parcels2020

Roads

FEMA Flood Zone

Effingham County Zoning

AR-1
R-1

X, AREA OF MINIMAL FLOOD HAZARD

0 0.01 0.03 0.05 0.06 mi
0 0.03 0.05 0.1 km

1:2,257

Maxar, Microsoft

Maxar, Microsoft | Esri, Inc., City of Naperville, Illinois | Effingham County BOC | <https://www.fws.gov/wetlands/data/data-download.html> | ArcGIS Web AppBuilder

Item XV. 11.

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: Gary Ferrell requests a **variance** from section 3.3 to reduce required accessory building setbacks, allowing for a replacement accessory structure. Located at 1129 Ralph Rahn Road, zoned R-1. Map# 391B Parcel# 2

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from section 3.3 to reduce required setbacks, allowing for a replacement accessory structure, with conditions.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant purchased a property with an existing accessory structure on the site in question. The applicant then replaced the accessory structure using the pre-existing slab, which is in line with the driveway. He was unaware of the building permit requirement for a building over 200 sf.
- The accessory structure is approximately 5 ½' from the side property line and therefore does not meet the minimum side setback of 10', pursuant to *Section 3.3 Accessory Structures in Residential Districts*.
- The location of the existing home and septic drainfield eliminate the option of placing the structure elsewhere in the side or rear yard.
- The applicant is working with the Building Official to meet plan review requirements for a building permit for the accessory building.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **approve** the request for a variance from *section 3.3* to reduce required setbacks, with the following condition:
 - Meet all requirements for building permit approval.
- The motion was seconded by Peter Higgins, and carried by a 4/1 vote.

Alternatives

1. Approve the request for a **variance** to reduce required setbacks, allowing for a replacement accessory structure, with condition:

- Meet all requirements for building permit approval.

2. Deny the request for a variance to reduce required setbacks, allowing for a replacement accessory structure.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
391B-2

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
391B-2

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, GARY FERRELL has filed an application for a variance, to reduce required setbacks, allowing for a replacement accessory structure; map and parcel number 391B-2, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required setbacks, allowing for a replacement accessory structure; map and parcel number 391B-2, located in the 4th commissioner district is approved, with the following condition:

- 1. Meet all requirements for building permit approval.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezone (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Braly Investments** as Agent for the **Estate of Robert North** requests to **rezone** 85 (+/-) acres from **R-1** to **R-6** to allow for the future development of a residential subdivision. Located on Zittrouer Road. **Map# 352 Parcel# 79**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 85 (+/-) acres from **R-1** to **R-6** to allow for the future development of a residential subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to *Section 5.8 R-6 Single Family Residential District*, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The parcel was rezoned from AR-1 to R-1 on 11/7/2006.
- The applicant wishes to increase the density by reducing lot size from the R-1 minimum of 12,000 sf to 8,500 sf, which requires rezoning to R-6.
- The proposed 97-lot subdivision on Zittrouer Road may be served by Effingham County water and sewer. Information on projected daily volume of wastewater to be generated by the development, and pump station flow tests and other modelling to confirm capacity, has been requested from the design engineer.
- The proposed development will be accessed from two entrances on Zittrouer Road.
- At the April 18 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to rezone 85 (+/-) acres from R-1 to R-6, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
 2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 85(+/-) acres from **R-1** to **R-6** to allow for the future development of a 97-lot residential subdivision, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
 2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. **Deny** the request to **rezone** 85(+/-) acres from **R-1** to **R-6**.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization

Other Alternatives: 2

FUNDING: N/A

3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 2/28/2022

Applicant/Agent: Braly Investors (Brandon Long) Investments (b7k)

Applicant Email Address: jbrandonlong@gmail.com

Phone # 2/28/2022

Applicant Mailing Address: PO Box 1655

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: Robert M North Jr

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: 215 North Ln

City: Rincon State: GA Zip Code: 31326

Property Location: Zittrouer Road

Proposed Road Access: Zittrouer Road

Present Zoning of Property: R-1 Proposed Zoning: R-6

Tax Map-Parcel # 03520079 Total Acres: 85.81 Acres to be Rezoned: 85.81

Lot Characteristics: wooded, undeveloped

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: To achieve highest and best use of the property.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South AR-1 East AR-1 West AR-1

1. Describe the current use of the property you wish to rezone.

The property is currently wooded and undeveloped.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

It has limited economic use as timber land. It is currently zoned R-1 but not being used for single family residential.

3. Describe the use that you propose to make of the land after rezoning.

The intent is to utilize the property for R-6 single family residential development on County utilities.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

The adjacent properties are AR-1 and mostly used for residential purposes. Subdivisions with similar lot sizes are in the close proximity (1800'). The property has access to County roads, County utilities, and S.R. 30.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The adjacent properties are used for residential purposes. Subdivisions with similar lot sizes are in the close proximity (1800'). Buffers will be provided for adjacent properties, roadway improvements and County utility extensions will be done to enhance the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Buffers will be provided for adjacent properties, roadway improvements and County utility extensions will be done to provide for the addition of the development. The development will increase traffic, increase families, and increase school children in local schools.

Applicant Signature:



Date

3/2/22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/16/85, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 223 page 168.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Steve North

Print Name Steve North for Estate of Robert North

Owner's signature _____

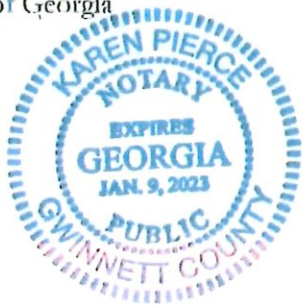
Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 2 day of March, 20 22.

Karen Pierce
Notary Public, State of Georgia



AUTHORIZATION OF PROPERTY OWNER

I, Steve North, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: J. Brandon Long (Brady Investments)

Applicant/Agent Address: 103 Wilson Circle

City: Springfield State: GA Zip Code: 31329

Phone: 912-655-6724 Email: jbrandonlong@gmail.com

Owner's signature Steve North

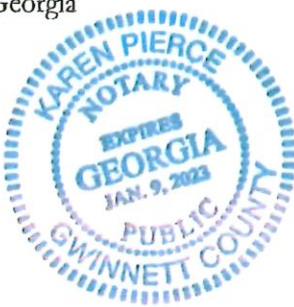
Print Name Steve North for Estate of Robert North

Personally appeared before me Steve North (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 2 day of March, 20 22.

Karen Pierce
Notary Public, State of Georgia



FROM: JANETTE C. BAILEY, JOYCE C. MADDOX AND JAMES RALPH CONAWAY, JR.
TO: ROBERT M. NORTH, JR.

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

WARRANTY DEED

THIS INDENTURE, made this 16th day of January 1985, between **JANETTE C. BAILEY** of Muscogee County, Georgia, **JOYCE C. MADDOX** of Johnson County, Indiana, and **JAMES RALPH CONAWAY, JR.** of Dekalb County, Georgia, as Parties of the First Part, hereinafter called Grantor, and **ROBERT M. NORTH, JR.** as Party of the Second Part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: Grantor, for and in consideration of the sum of Ten & no/100 (\$10.00) Dollars, and other valuable considerations, 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:

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, being a portion of the James Ralph Conaway Estate containing 83.41 acres, more or less, shown and more particularly described by the map or plan thereof made by Wilder Surveying & Mapping, dated May 10, 1982, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 13, page 175, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by J. Richard Fetzer and Lowell H. Dasher as Co-Executors under the Last Will and Testament of James Ralph Conaway to Janette C. Bailey, Joyce C. Maddox, and James Ralph Conaway, Jr. described in the Assent to Devise, dated October 30, 1982, recorded in Deed Book 208, page 74, aforesaid records.

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 forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Janette C. Bailey (SEAL)
JANETTE C. BAILEY

John S. Bailey
WITNESS

Joyce C. Maddox (SEAL)
JOYCE C. MADDOX

T. W. Starlin
NOTARY PUBLIC Muscogee County, Georgia
my commission expires 7-6-85

Signed, sealed and delivered in the presence of:
George L. Cheek, Jr.
WITNESS

James Ralph Conaway, Jr. (SEAL)
JAMES RALPH CONAWAY, JR.

Horace L. Cheek, Jr.
NOTARY PUBLIC HORACE L. CHEEK, JR.
Notary Public, Georgia, State at Large
My Commission Expires June 13, 1987

Signed, sealed and delivered in the presence of:
Shub Ludd
WITNESS

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 62.60
Date 1-23-85

D. H. Childers
NOTARY PUBLIC
Notary Public, Georgia, State at Large
My Commission Expires Apr. 4, 1987

Elizabeth S. Hursey
Clerk of Superior Court

THIS INDENTURE, made this 16th day of January 1985, between JANETTE C. BAILEY of Muscogee County, Georgia, JOYCE C. MADDOX of Johnson County, Indiana, and JAMES RALPH CONAWAY, JR. of Dekalb County, Georgia, as Parties of the First Part, hereinafter called Grantor, and ROBERT M. NORTH, JR. as Party of the Second Part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: Grantor, for and in consideration of the sum of Ten & no/100 (\$10.00) Dollars, and other valuable considerations, 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:

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

Signed, sealed and delivered in the presence of:

Janette C. Bailey (SEAL)
JANETTE C. BAILEY

John D. Bailey
WITNESS

Horace L. Cheek, Jr.
NOTARY PUBLIC Muscogee County, Georgia
my commission expires 7-6-85
Signed, sealed and delivered in the presence of:

Joyce C. Maddox (SEAL)
JOYCE C. MADDOX

Robert M. North, Jr.
WITNESS

Horace L. Cheek, Jr.
NOTARY PUBLIC HORACE L. CHEEK, JR.
Notary Public, Georgia, State at Large
My Commission Expires June 13, 1987
Signed, sealed and delivered in the presence of:

James Ralph Conaway, Jr. (SEAL)
JAMES RALPH CONAWAY, JR.

Shub Laid
WITNESS

Effingham County, Georgia
Real Estate Transfer Tax

Paid \$ 62.60
Date 1-23-85

Robert M. North, Jr.
NOTARY PUBLIC

Robert M. North, Jr.
NOTARY PUBLIC
Notary Public, Georgia, State at Large
My Commission Expires Apr. 4, 1987

Elizabeth G. Hursey
Clerk of Superior Court

RECORDED JANUARY 23, 1985 Ruth W. Mable DEPUTY CLERK



Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350

Springfield, Georgia 31329

Phone: 912-754-6850 | Fax: 912-754-0078

April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Braly Investments c/o Brandon Long
Zittrouer Road Guyton, GA 31312
Pin: 352-79
Total Acres: 85.81 Acres to be rezoned: 85.81

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from R-1 to R-6. The proposed rezoning request is given final approval based on this parcel being serviced by a public water and sewer system.

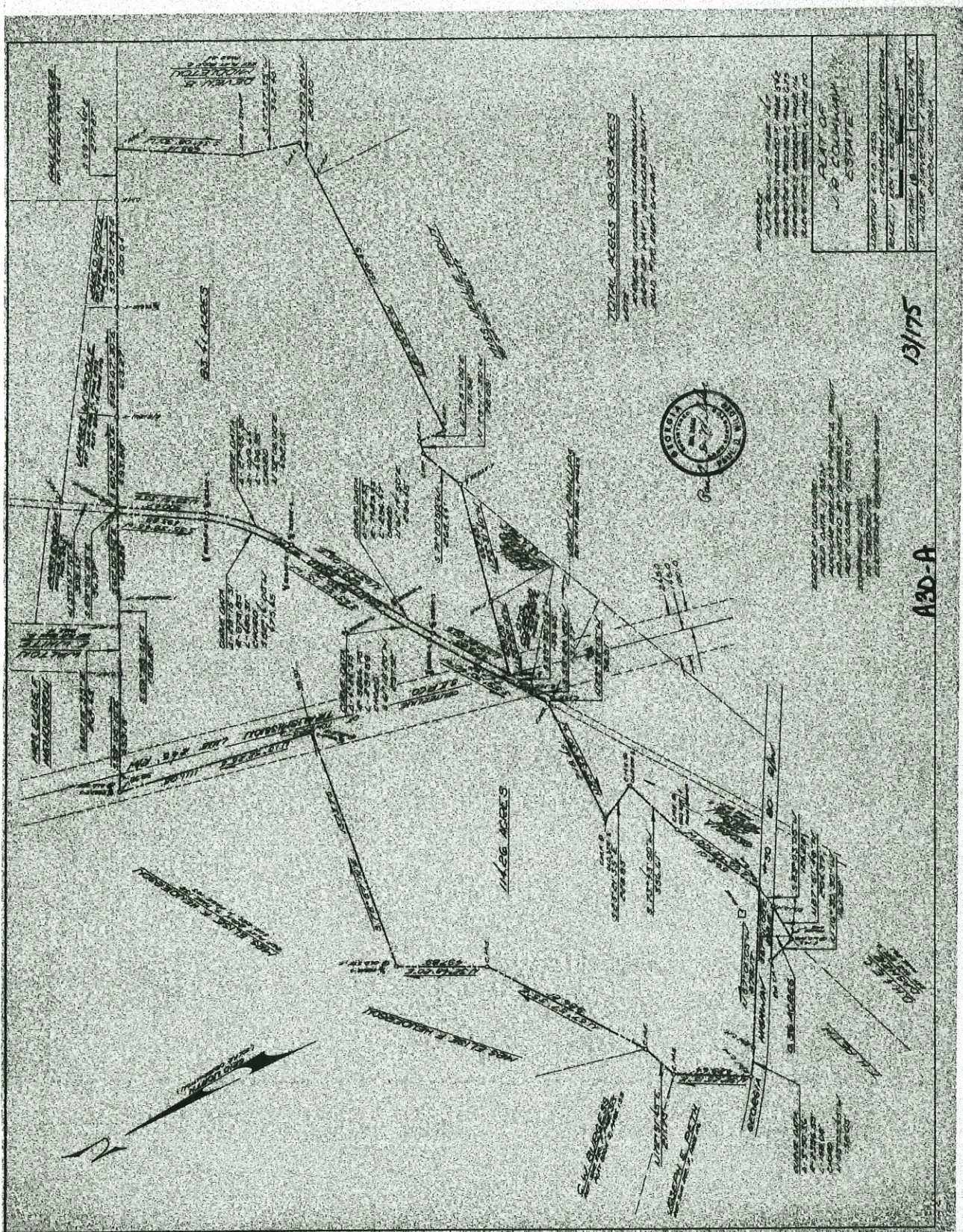
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

A handwritten signature in black ink that reads 'Darrell M. O'Neal'.

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

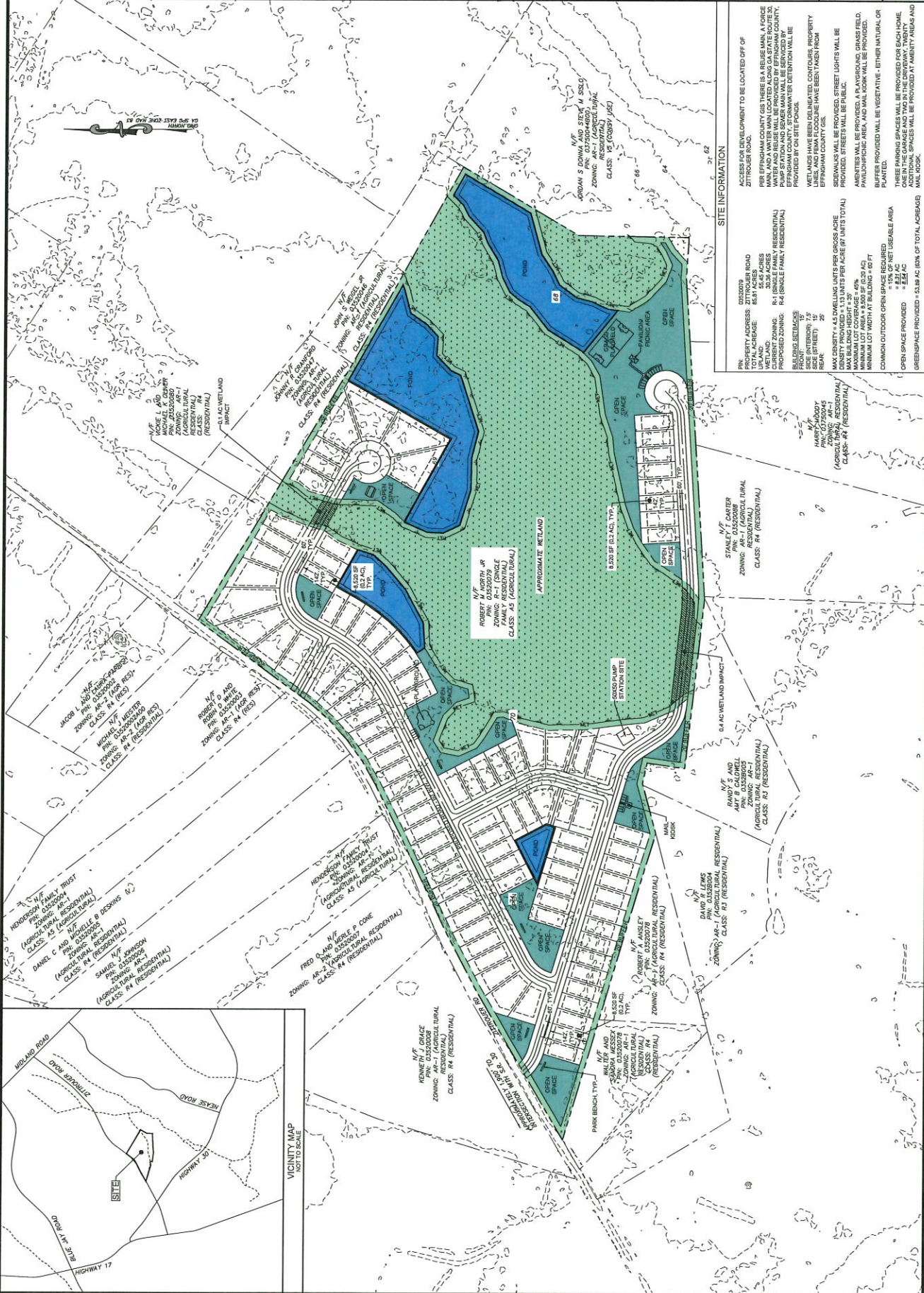




SKETCH PLAN
NORTH TRACT SUBDIVISION
ZITTRUER ROAD
EFFINGHAM COUNTY, GEORGIA
Prepared for:
BRALY INVESTMENTS, INC.

EMC ENGINEERING
EMC SERVICES, INC.
10 Chatham Center South, Suite 100
Waynesboro, GA 31688
PH: (706) 232-2633
FAX: (706) 232-4899
WWW.EMC-ENG.COM
ALABAMA • ALABAMA • ALABAMA • ALABAMA • ALABAMA
FLORIDA • GEORGIA • GEORGIA • GEORGIA • GEORGIA • GEORGIA
SOUTH CAROLINA • SOUTH CAROLINA • SOUTH CAROLINA • SOUTH CAROLINA • SOUTH CAROLINA

NO.	REVISION DESCRIPTION	DATE



SITE INFORMATION

ACCESS FOR DEVELOPMENT TO BE LOCATED OFF OF ZITTRUER ROAD.

PER EFFINGHAM COUNTY GIS, THERE IS A REUSE MAIN, A FORCE MAIN, A SANITARY MAIN, AND A WATER MAIN LOCATED IN THE NORTH TRACT SUBDIVISION. WATER AND SEWER MAIN WILL BE PROVIDED BY EFFINGHAM COUNTY. THE WATER MAIN WILL BE 24" AND THE SEWER MAIN WILL BE 18" AND WILL BE PROVIDED BY THE COUNTY. THE WATER MAIN WILL BE LOCATED ON THE WEST SIDE OF THE TRACT AND THE SEWER MAIN WILL BE LOCATED ON THE EAST SIDE OF THE TRACT.

WETLANDS HAVE BEEN DELINEATED. CONTOURS, PROPERTY LINES, AND POA FLOODLINE HAVE BEEN TAKEN FROM A 2006 SURVEY BY MERRILL ENGINEERING, INC. CONTOUR INTERVAL = 1'. WETLANDS ARE CLASSIFIED AS SWAMP AND OPEN WATER (S1) AND ARE SHOWN IN BLUE. WETLANDS ARE NOT TO BE DISTURBED.

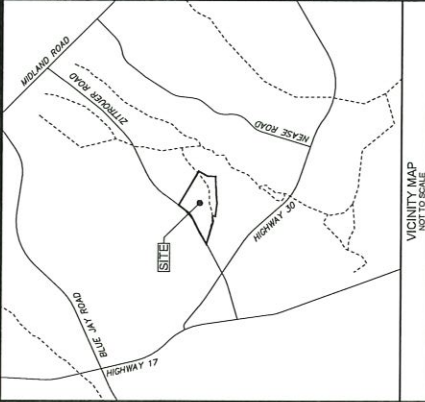
SIGNALS WILL BE PROVIDED. STREET LIGHTS WILL BE PROVIDED. STREETS WILL BE PUBLIC.

PAVING SPECIFICATIONS AND MATERIALS WILL BE PROVIDED. PAVEMENT SHALL BE 4" ASPHALT OVER 8" GRANULAR FILL OVER 4" GRANULAR SUBGRADE. PAVEMENT SHALL BE 4" ASPHALT OVER 8" GRANULAR FILL OVER 4" GRANULAR SUBGRADE.

THREE PARKING SPACES WILL BE PROVIDED FOR EACH HOME. ADDITIONAL SPACES WILL BE PROVIDED AT FAMILY AREAS AND MAIL ROOMS.

PROJECT NO.: 24-0000
DRAWN BY: MJK
DESIGNED BY: MJK
CHECKED BY: MJK
DATE: 12/21/2023

PER: 03200279
TOTAL AREA: 64.11 ACRES
UR-LAND: 52.45 ACRES
WATER: 5.00 ACRES
WETLANDS: 6.66 ACRES
PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)



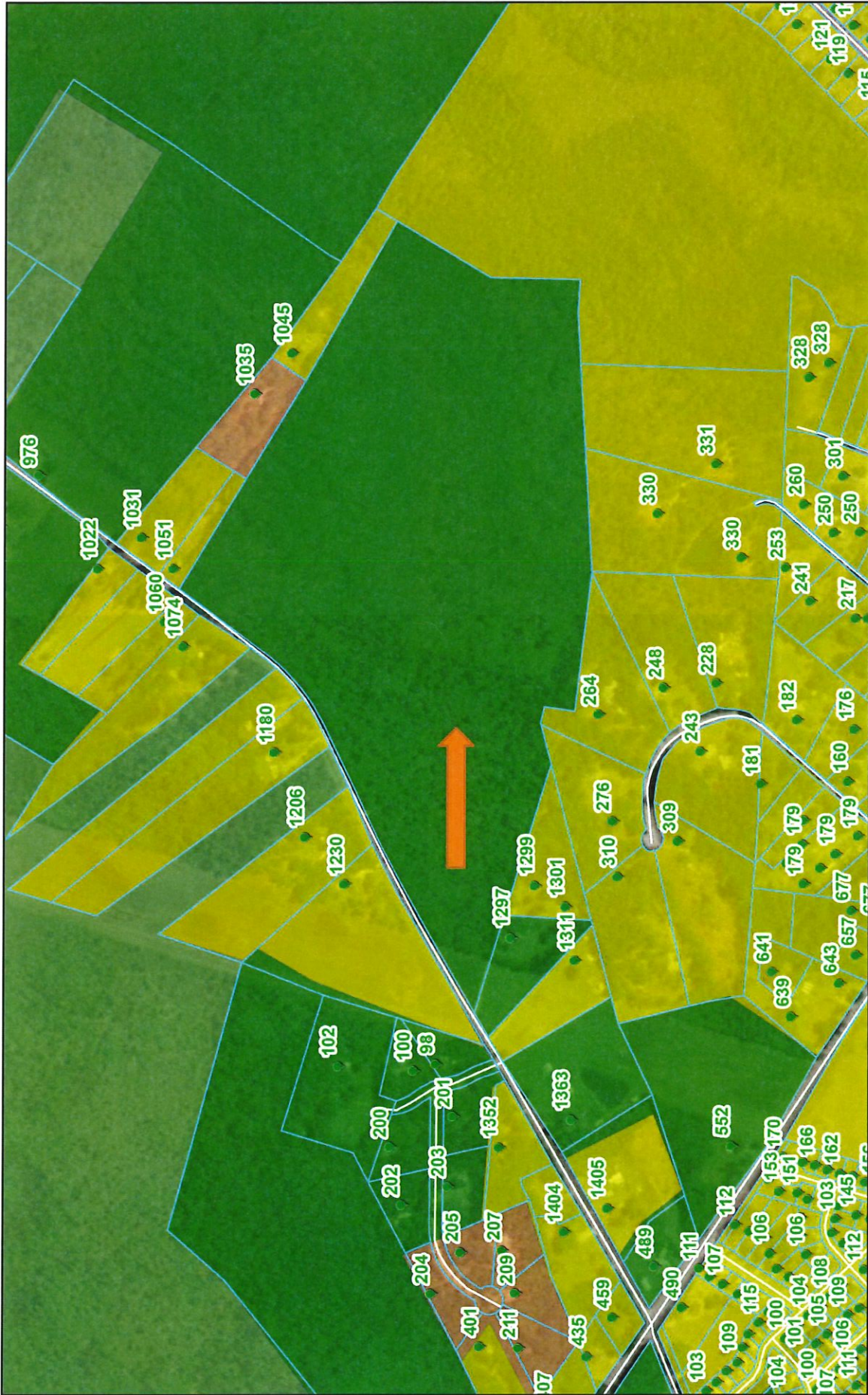
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Item XV. 13.

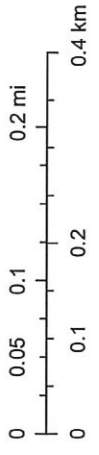
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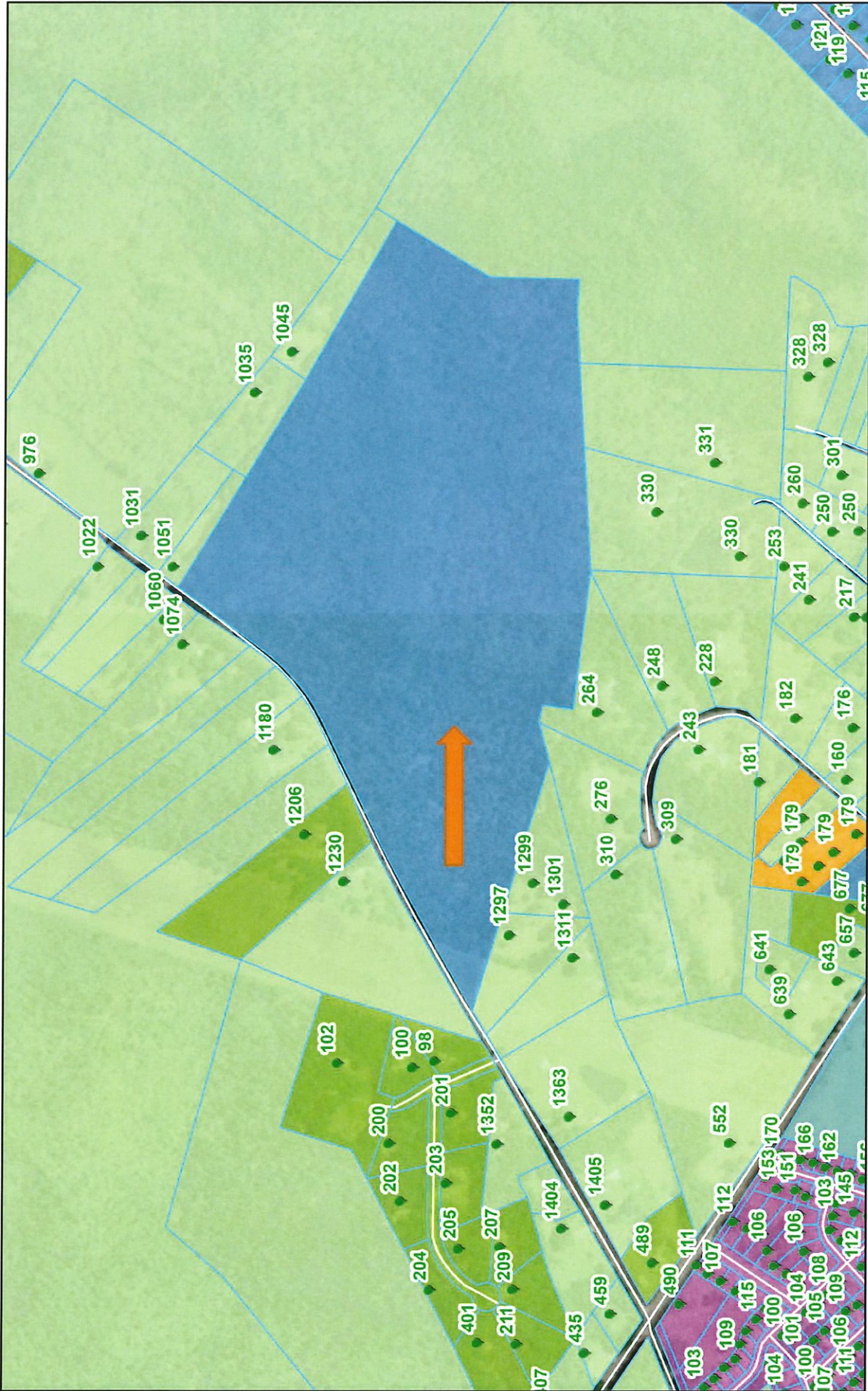
- Address Points
- Parcels2020
- Roads
- Future Land Use - Plan Date 10/1/2019
 - Residential
 - Agriculture
 - Conservation/Recreation
 - Transportation/Utilities
 - Undeveloped

1:9,028



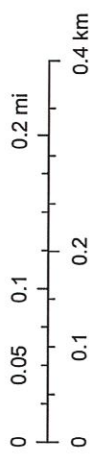
352-79

Item XV. 13.



3/15/2022, 10:08:58 AM

1:9,028



- Address Points
- Parcels2020
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- R-1
- R-4
- R-6
- PD

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

DB

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Braly Investments as Agent for the Estate of Robert North – (Map # 352 Parcel # 79)** from R-1 to R-6 zoning.

- Yes No 1. Is this proposal inconsistent with the county’s master plan?
- Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No 7. Are nearby residents opposed to the proposed zoning change?
- Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

RT

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL _____

Of the rezoning request by applicant **Braly Investments as Agent for the Estate of Robert North – (Map # 352 Parcel # 79)** from R-1 to R-6 zoning.

Yes No? 1. Is this proposal inconsistent with the county's master plan?

lots of adjacent parcels on the PLM

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

this with the info requested a traffic study

Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Braly Investments as Agent for the Estate of Robert North – (Map # 352 Parcel # 79)** from R-1 to R-6 zoning.

AZ

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL *PJA* DISAPPROVAL _____

Of the rezoning request by applicant **Braly Investments as Agent for the Estate of Robert North – (Map # 352 Parcel # 79)** from R-1 to R-6 zoning.

Yes / No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes / No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes / No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes / No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes / No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes / No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes / No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes / No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PJA

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Braly Investments as Agent for the Estate of Robert North – (Map # 352 Parcel # 79)** from R-1 to R-6 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- No ? 7. Are nearby residents opposed to the proposed zoning change?
- No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS 4/18/22

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Braly Investments** as Agent for the **Estate of Robert North** requests to **rezone** 85 (+/-) acres from **R-1** to **R-6** to allow for the future development of a residential subdivision. Located on Zittrouer Road. **Map# 352 Parcel# 79**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 85 (+/-) acres from **R-1** to **R-6** to allow for the future development of a residential subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to *Section 5.8 R-6 Single Family Residential District*, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The parcel was rezoned from AR-1 to R-1 on 11/7/2006.
- The applicant wishes to increase the density by reducing lot size from the R-1 minimum of 12,000 sf to 8,500 sf, which requires rezoning to R-6.
- The proposed 97-lot subdivision on Zittrouer Road may be served by Effingham County water and sewer. Information on projected daily volume of wastewater to be generated by the development, and pump station flow tests and other modelling to confirm capacity, has been requested from the design engineer.
- The proposed development will be accessed from two entrances on Zittrouer Road.
- At the April 18 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to rezone 85 (+/-) acres from R-1 to R-6, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
 2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 85(+/-) acres from **R-1** to **R-6** to allow for the future development of a 97-lot residential subdivision, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
 2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. **Deny** the request to **rezone** 85(+/-) acres from **R-1** to **R-6**.

Recommended Alternative: 1
Department Review: Development Services
Attachments: 1. Zoning Map Amendment

Other Alternatives: 2
FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
352-79

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
352-79

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS BRALY INVESTMENTS AS AGENT FOR THE ESTATE OF ROBERT NORTH has filed an application to rezone eighty-five (85) +/- acres; from R-1 to R-6 to allow for the future development of a residential subdivision; map and parcel number 352-79, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT eighty-five (85) +/- acres; map and parcel number 352-79, located in the 1st commissioner district is rezoned from R-1 to R-6, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Braly Investments** as Agent for the **Estate of Robert North** requests approval of a **sketch plan** for “North Tract Subdivision”, a single-family residential development. Located on Zittrouer Road, zoned **R-1**, proposed zoning **R-6**. **Map# 352 Parcel# 79**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “North Tract Subdivision”.

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The proposed 97-lot subdivision may be served by county water and sewer. Information on projected daily volume of wastewater to be generated by the development, and pump station flow tests and other modelling to confirm capacity, has been requested from the design engineer.
- The proposed development will have two entrance on Zittrouer Road. Minimum lot size is 0.20 acres (8,500 sf); side setbacks will be 7.5’.
- Proposed density is below the 4.5 unit per acre maximum, due to wetlands. There will be a maximum of 1.14 dwellings per gross acreage (85.81ac total); 1.74 units per net acreage (55.45ac buildable).
- Of 85.81 total acres, 30.36 is undevelopable wetlands. The 55.45 upland area includes slightly more than 15% common open space (8.54ac).
- Proposed parking spaces will be provided in attached garages (1), in driveways (2), as well as at amenity and mail kiosk sites (20). The development will include a picnic/pavilion area, grassed areas, a playground, and a dog park.
- At the January 14, 2022 pre-application meeting, the ~1,900 linear feet sewer line extension & tie-in to the gravity line at Windfield were discussed. A traffic study will be required, with particular attention to the intersection at Zittrouer Road and Hwy 30.
- If approved, staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the April 18 Planning Board meeting, Ryan Thompson made a motion to **approve** the sketch plan for “North Tract Subdivision”.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** request for a **sketch plan** for: “North Tract Subdivision”.
2. **Deny** the request of a **sketch plan** for: “North Tract Subdivision”.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph
2. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision North Tract Subdivision

Name of Applicant/Agent Brandon Long Phone 912-754-2329

Company Name Braly Investors Investments (h2u)

Address PO Box 1655 Springfield GA 31329

Owner of Record Robert M North Jr Phone _____

Address 215 North Ln Rincon GA 31326

Engineer EMC Engineering Services, Inc. Phone 912-644-3223

Address 27 Chatham Center South, Suite A Savannah GA 31405

Surveyor _____ Phone _____

Address _____

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 85.81 Acreage to be divided 85.81 Number of Lots Proposed 97

Current Zoning R-1 Proposed Zoning R-6 Tax map - Block - Parcel No 03520079

Are any variances requested? N/A If so, please describe: _____

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 2 day of March, 2022

[Signature]
Notary

[Signature]
Applicant
Steve North for Estate
Owner
of Robert North



EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

Item XV. 15.

OFFICIAL USE ONLY			
Subdivision Name: _____	Project Number: _____		
Date Received: _____	Date Reviewed: _____	Reviewed by: _____	

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
✓		1. Proposed name of development.
✓		2. Names, addresses and telephone numbers of owner and applicant.
✓		3. Name, address and telephone number of person or firm who prepared the plans.
✓		4. Graphic scale (approximately 1"=100') and north arrow.
✓		5. Location map (approximately 1" = 1000').
✓		6. Date of preparation and revision dates
✓		7. Acreage to be subdivided.
(b) Existing Conditions:		
✓		1. Location of all property lines.
✓		2. Existing easements, covenants, reservations, and right-of-ways.
✓		3. Buildings and structures.
✓		4. Sidewalks, streets, alleys, driveways, parking areas, etc.
✓		5. Existing utilities including water, sewer, electric, wells and septic tanks.
✓		6. Natural or man-made watercourses and bodies of water and wetlands.
✓		7. Limits of floodplain.
✓		8. Existing topography.
✓		9. Current zoning district classification and land use.
		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
✓		1. Layout of all proposed lots.
✓		2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
✓		3. Proposed zoning and land use.
✓		4. Existing buildings and structures to remain or be removed.
✓		5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
✓		6. Proposed retention/detention facilities and storm-water master plan.

✓	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
✓	8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 2 day of March, 2022.

[Signature]
Notary

[Signature]
Applicant

Steve North for Estate of
Owner Robert North



SKETCH PLAN
 NORTH TRACT SUBDIVISION
 ZITTRORER ROAD
 EFFINGHAM COUNTY, GEORGIA
 Prepared for:
 BRALY INVESTMENTS, INC.



EMC ENGINEERING
 1000 Peachtree Center South, Suite 100
 Dunwoody, GA 30015
 Phone: (770) 224-2533
 Fax: (770) 224-4530
 www.emc-eng.com
 MISSISSAUGA - ONTARIO
 ALBANY - ALABAMA - ARIZONA - ARKANSAS - CALIFORNIA
 ALABAMA - GAITHERSBURG - WASHINGTON - WISCONSIN - WISCONSIN

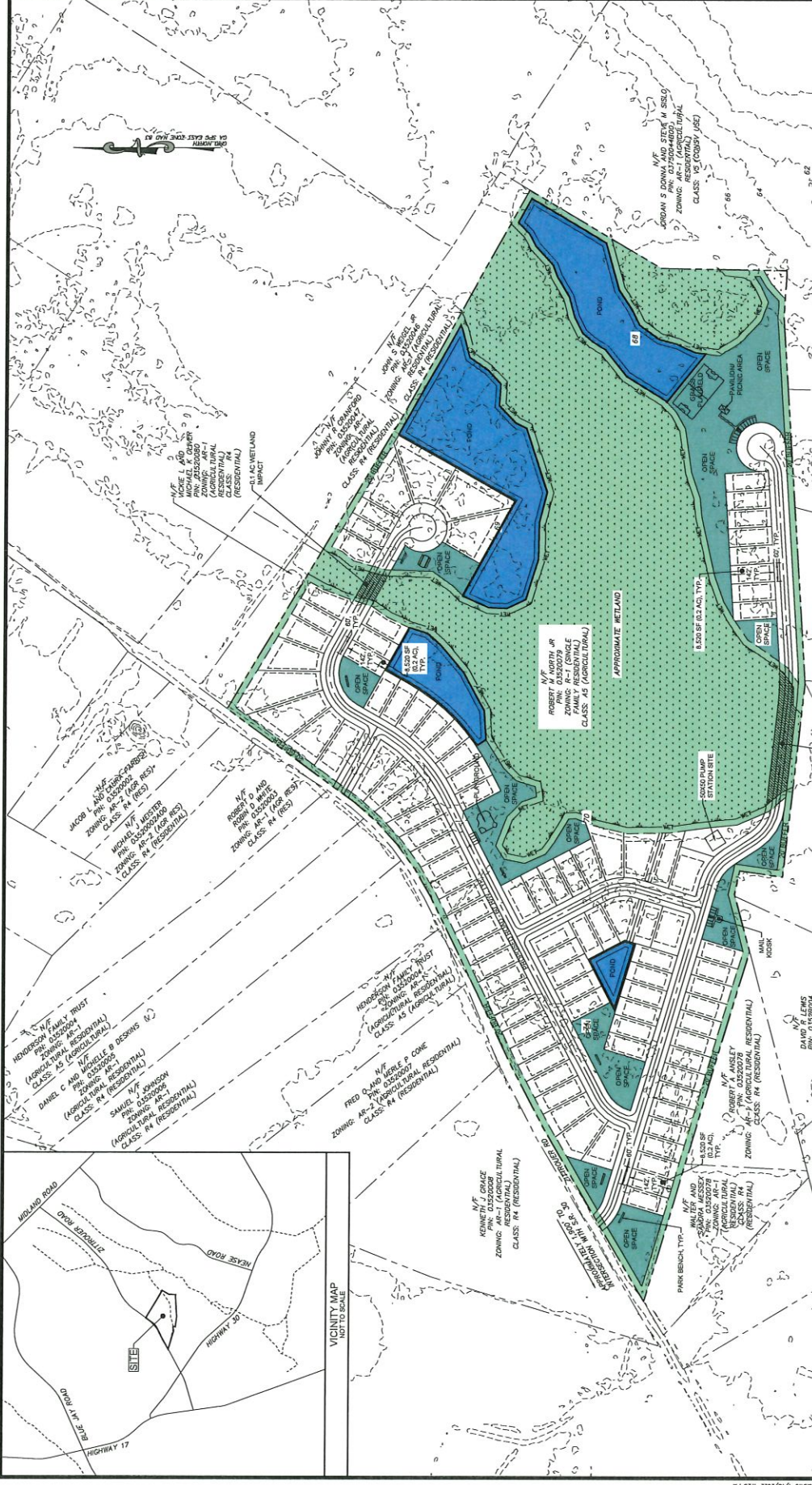


PROJECT NO.	21-0000
DATE	01/20/2023
DRAWN BY	WIK
CHECKED BY	WIK
DESIGNED BY	NVA
SURVEY DATE	03/20/2023
SURVEYOR	NVA
DATE	03/20/2023

NO.	REVISION DESCRIPTION	DATE
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SITE INFORMATION

ACCESS FOR DEVELOPMENT TO BE LOCATED OFF OF ZITTRORER ROAD.	PROJECT ADDRESS: 00000000
PER EFFINGHAM COUNTY ORD THERE IS A REVERSE MAIN FORCE MAIN LINE LOCATED UNDER ZITTRORER ROAD.	PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
WATER AND SEWER MAINS WILL BE PROVIDED BY EFFINGHAM COUNTY. PUMP STATION AND SEWER MAIN WILL BE SERVICED BY EFFINGHAM COUNTY. THE LOCATION OF THE MAINS WILL BE PROVIDED BY EFFINGHAM COUNTY. YOUR DETERMINATION WILL BE PROVIDED BY ON SITE POND.	PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
WETLANDS HAVE BEEN DELINEATED. CONTIGUOUS PROPERTY EFFINGHAM COUNTY CADLINE HAVE BEEN TAKEN FROM EFFINGHAM COUNTY.	PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
SIGNALS WILL BE PROVIDED. STREET LIGHTS WILL BE PROVIDED. STREETS WILL BE PUBLIC.	PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
AMENITIES WILL BE PROVIDED. A PLAYGROUND, GRASSFIELD, PATIO/DECKING AREA, AND MAIL BOX WILL BE PROVIDED. BUFFER PROVIDED WILL BE VEGETATIVE - EITHER NATURAL OR PLANTED.	PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)
THREE PARKING SPACES WILL BE PROVIDED FOR EACH HOME. ADDITIONAL SPACES WILL BE PROVIDED AT AMENITY AREAS AND MAIL BOXES.	PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)



352-79



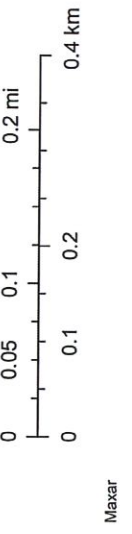
© All Pictometry

352-79



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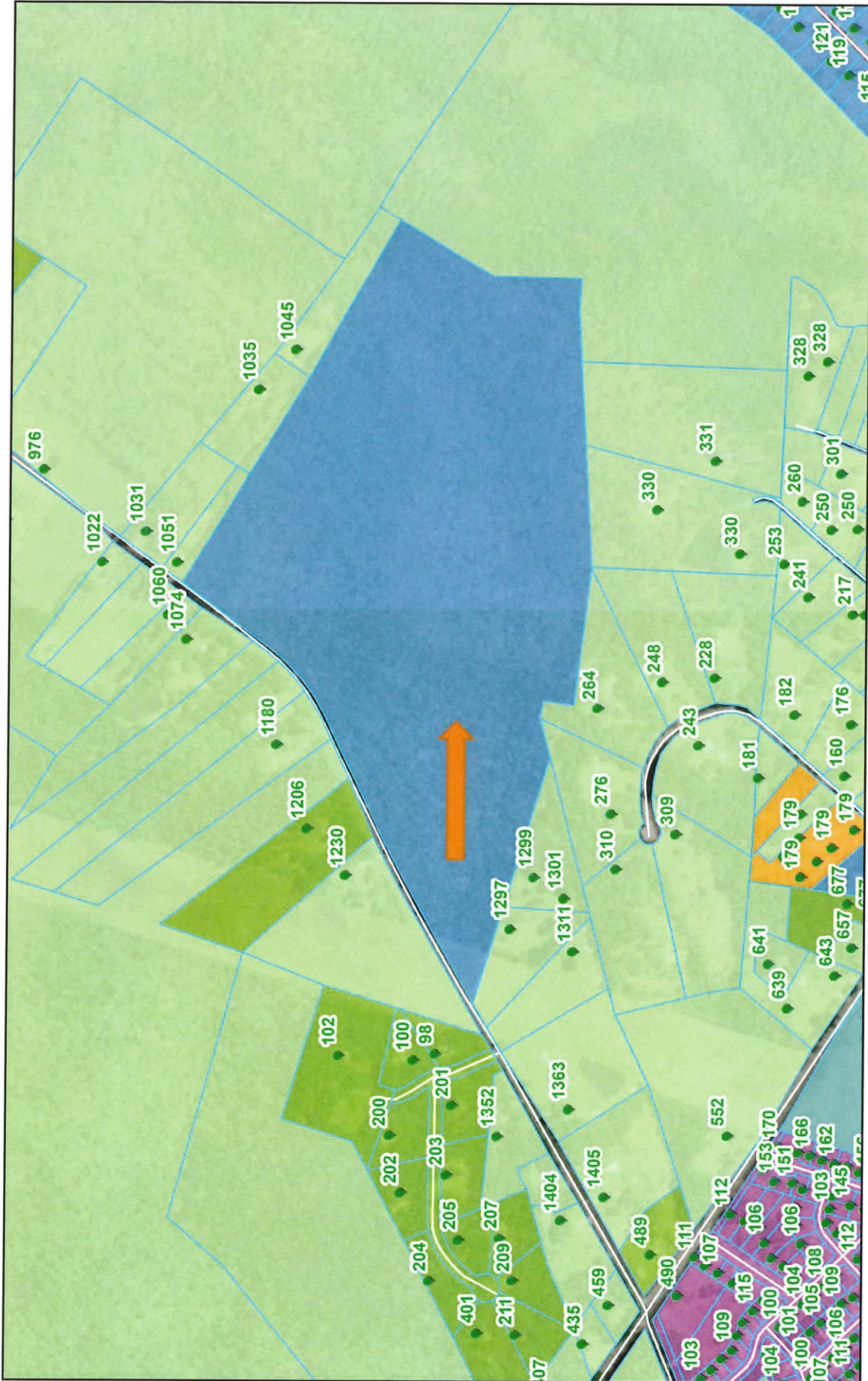
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- Address Points
- Parcels2020
- Roads
- Agriculture
- Conservation/Recreation
- Residential
- Transportation/Utilities
- Undeveloped

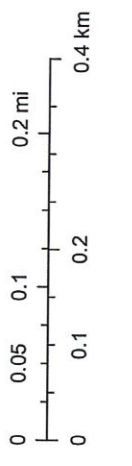
352-79

Item XV. 15.



3/15/2022, 10:08:58 AM

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- Address Points
- Parcels2020
- Roads
- Effingham County Zoning
 - AR-1
 - AR-2
 - R-1
 - R-4
 - R-6
 - PD

309

Staff Report

Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Catalyst Investment Partners, LLC** as Agent for **Ernest J. Oetgen** requests a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, to accommodate a proposed industrial development. Located on Godley Road, zoned **I-1**. **Map# 399 Parcel# 3R**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a request for a **variance** from *section 3.4* to reduce required buffers for an industrial property.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- Container storage yards are a heavy industrial use. 399-3R is surrounded by AR-1 and R-4 zoned property. The required buffer between heavy industrial and AR/R zoning districts is 300'.
- The parcel to the west is zoned R-4. The proposed buffer reduction is from 300' to 25'. The parcel (399-3T) to the north, south, and east is zoned AR-1. The requested buffer reduction is from 300' to 25' along the north and south boundary, and from 300' to 0' along the east boundary.
- A portion of the land to the east is in Bloomingdale, and is in the R-A-1 zoning district. The purpose of R-A-1 is *"to protect those rural areas within urban expansion areas of the county for future low density residential urban development and to protect certain rural highway roadside areas against strip development which can lead to traffic congestion, traffic hazards, and roadside blight."*
- Bloomingdale requires a 50' buffer with 25' berm where industrial land abuts agricultural land. A letter of opposition is attached.
- The applicant elected to rezone the 6-acre tract to I-1 (approved on 2/15/2022). The buffer requirements were discussed at the sketch plan pre-application meeting on 2/16/2022.
- The lot does not present any exceptional topographical features; it is merely too small to accommodate a heavy industrial use and the required buffers. There are isolated parcels nearby used for surface mining, but 399-3R is surrounded by R and AR zoned land. There are home sites nearby, as well as stables and horse riding across Godley Road.
- Given the low intensity residential and recreational uses of most surrounding land on Godley Road and Oetgen Road, there is no case to be made for reducing the buffer on the industrial tract. The solution is to increase the size of the project site to allow for inclusion of a 300' vegetative buffer to screen the heavy industrial use and allow for stormwater filtration.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **deny** the request for a variance from *section 3.4* to reduce required buffers for an industrial property.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

- Approve** the request for a **variance** to reduce required buffers for an industrial property
- Deny** the request for a **variance** to reduce required buffers for an industrial property.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services
Attachments: 1. Variance application
2. Ownership Certification

FUNDING: N/A
3. Deed
4. Aerial photography

Item XV. 16.

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 03/14/2022

Applicant/Agent: Catalyst Investment Partners, LLC / Dan Haroun

Applicant Email Address: dan@catalystios.com

Phone # 203-644-8266

Applicant Mailing Address: 420 Madison Avenue, Suite 1001

City: New York State: NY Zip Code: 10017

Property Owner, if different from above: Earnest J. Oetgen
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: 110 Frank Lane

City: Bloomington State: GA Zip Code: 31302

Property Location: Godley Road

Name of Development/Subdivision: Stagecoach Industrial Site

Present Zoning of Property I-1 Tax Map-Parcel # 399-3R Total Acres 6 acres

VARIANCE REQUESTED (provide relevant section of code): 5.12 (I-1, buffer reduction)

Describe why variance is needed: Applicant under contract to purchase property surrounding the 6 acre tract, as such, buffer only protects applicant. Because of size of the property strict enforcement of zoning ordinance renders the property undevelopable for the intended use.

How does request meet criteria of Section 7.1.8 (see Attachment C): _____

There are unique physical conditions (small tract, surrounded by burrow pit, wetlands) for the property. No opportunity to develop the property for its intended use in conformity with the zoning ordinance; as such, a variance is requested to enable reasonable use of the property.

Applicant Signature:  Date 3/14/2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 12/15/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2494 page 114.

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature *EJ Oetgen*
Print Name Earnest J. Oetgen

Owner's signature _____
Print Name _____

Owner's signature _____
Print Name _____

Sworn and subscribed before me this 19th day of March, 20 22.

[Signature]
Notary Public, State of Georgia



AUTHORIZATION OF PROPERTY OWNER

I, Earnest J. Oetgen, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Catalyst Investment Partners, LLC

Applicant/Agent Address: Dan Haroun

City: New York State: NY Zip Code: 10017

Phone: 203-644-8266 Email: dan@catalystios.com

Owner's signature *EJ Oetgen*

Print Name Earnest J. Oetgen

Personally appeared before me *Earnest J. Oetgen* (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 14th day of March, 20 22.

[Signature]
Notary Public, State of Georgia



DOC# 009249
FILED IN OFFICE
10/23/2018 08:34 AM
BK:2494 PG:114-117
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COUR
T
EFFINGHAM COUNTY

PT-61 051-2018-002700

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

Return to: (JPG)
Oliver Maner LLP
P. O. Box 10186
Savannah, GA 31412
912-236-3311

TRUSTEES' DEED

THIS INDENTURE, made and entered into this 15 day of December, 2017, by and between JAMES N. OETGEN and FRANK E. OETGEN, JR., as Co-Trustees of the "Julian Oetgen Trust," as Parties of the First Part, and ERNEST J. OETGEN, of Effingham County, Georgia, as Party of the Second Part;

WITNESSETH:

WHEREAS, Frank E. Oetgen, Sr., of Effingham County, Georgia, died testate on July 3, 1993, seized and possessed of the fee simple title to the following described property; and,

WHEREAS, the Last Will and Testament of Frank E. Oetgen, Sr., was probated in solemn form in the Probate Court of Effingham County, Georgia, and Letters Testamentary were granted to the decedent's wife, to wit, Muriel N. Oetgen; and,

WHEREAS, the Last Will and Testament of Frank E. Oetgen, Sr., devised the following described property to Muriel N. Oetgen and James N. Oetgen, as Trustees of the Julian Oetgen Trust for the lifetime benefit of the decedent's wife, Muriel N. Oetgen, and for the ultimate benefit of the decedent's son, Ernest J. Oetgen, said devise being assented to in that certain Assent to

Devise executed on May 1, 1994, by and between Muriel N. Oetgen, as Executrix under the Last Will and Testament of Frank E. Oetgen, Sr., Deceased, as Party of the First Part, and Muriel N. Oetgen and James N. Oetgen, as Co-Trustees of the "Julian Oetgen Trust," as Parties of the Second Part, filed for record and recorded on May 13, 1994, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 358, Page 668; and,

WHEREAS, Section 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr., provides that upon death of the wife of Frank E. Oetgen, Sr., all of the following described property left remaining in the Julian Oetgen Trust be distributed to Ernest J. Oetgen; and,

WHEREAS, Muriel N. Oetgen passed away on October 5, 2015, in Effingham County, Georgia, whereupon, Frank E. Oetgen, Jr., succeeded to her position as Co-Trustee of the Julian Oetgen Trust, serving in that position with James N. Oetgen as Co-Trustee; and,

WHEREAS, there is no reason to delay the conveyance of the following described property from the Co-Trustees of the Julian Oetgen Trust to Ernest J. Oetgen as the ultimate fee simple beneficiary of the trust corpus pursuant to Section 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr.;

NOW, THEREFORE, in accordance with Sections 3.2 and 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr., Deceased, the Parties of the First Part, as current Co-Trustees of the Julian Oetgen Trust, do hereby convey, and by these presents do grant and convey unto the Party of the Second Part, his heirs, executors, administrators, successors and assigns, all of their interest in the following described tract or parcel of land, to wit:

All that certain lot, tract or parcel of land situate, lying, and being in Effingham and Chatham Counties, State of Georgia, being that portion of the property known as "Oetgen's Ranch, or Whooping Island" which lies south of Oetgen Road.

The Oetgen Ranch, or Whooping Island Tract, which was owned by Frank E. Oetgen, Sr., at the time of his death, is composed of 716.4 acres, more or less, and

is shown as the property of E.J. Oetgen, Sr., and the property of Frank E. Oetgen, Sr., on a "Map showing a Division of a Part of the Whooping Island Tract" by Robert D. Gignilliat, Jr., dated November 1961, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book N, Page 6.

One of the boundary lines of the property above-described is "Oetgen Road" which ends in the middle of the Whooping Island Tract. For purposes of this description, "Oetgen Road" shall be defined as the southern right-of-way line of the road, for the portion of the road which is open, and, from the eastern terminus of the road to the eastern property line of Oetgen Ranch, a line formed by extending the northern right-of-way line of the road in an easterly direction in a straight line.

AS SHOWN ON A PLAT OF TRACTS "A3" THROUGH "E3" 270.56 ACRES SURVEYED FOR THE FRANK OETGEN TRUST BY JEFFREY W. HORN DATED 12-13-17

TO HAVE AND TO HOLD all and singular the above-granted premises, together with the appurtenances, and every part thereof, to the only proper use, benefit and behoof of the said Party of the Second Part, his heirs, executors, administrators, successors and assigns, forever IN FEE SIMPLE.

And, the Parties of the First Part do covenant that they are lawfully the Co-Trustees under the Julian Oetgen Trust under Last Will and Testament of Frank E. Oetgen, Sr., Deceased, and have the power to convey as aforesaid, and have in all respects acted, in making this conveyance, in pursuance of the authority granted in and by said Last Will and Testament creating such Trust, and that they have not made, done, or suffered any acts, matters, or things whatsoever, since they were Co-Trustees as aforesaid, whereby the above-granted premises, or any part thereof, now are, or at any time hereafter shall, or may be, impeached, charged, or encumbered in any way whatsoever.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties of the First Part hereunto set their respective hands and seals the day and year first above written.

THE JULIAN OETGEN TRUST established under Section 3.2 of the Last Will and Testament of Frank E. Oetgen, Sr.

By: Frank E. Oetgen Jr.
FRANK E. OETGEN, JR., Co-Trustee

By: James N. Oetgen
JAMES N. OETGEN, Co-Trustee

Signed, sealed and delivered on this 15 day of December, 2017, in the presence of:

Candace Kelly
Witness

Monica Allen
Notary Public



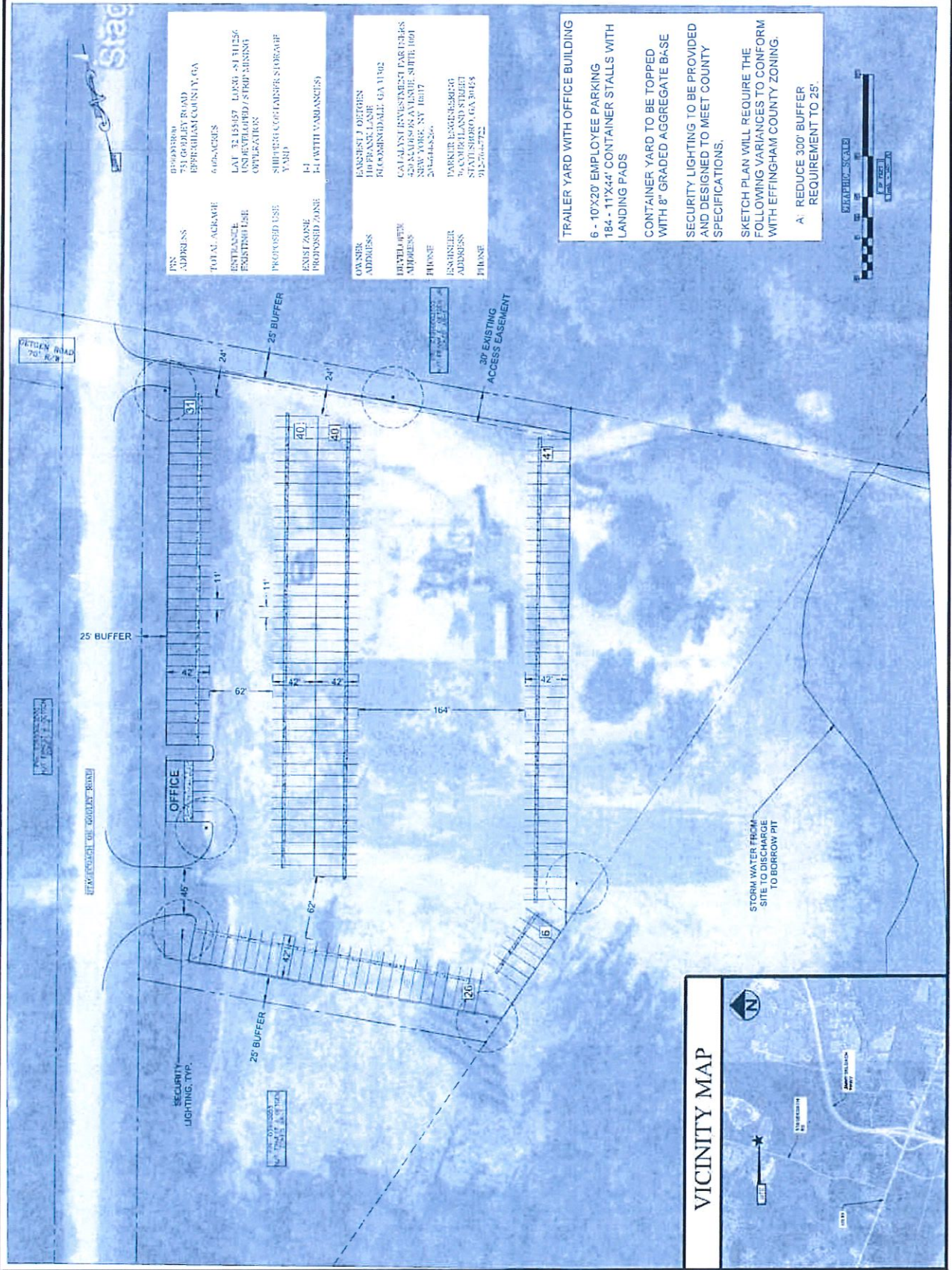


PARKER Engineering
 26 Corland Street, Suite B
 Statesboro, Georgia 30458
 Phone: 912-764-7722

CATALYST CONTAINER YARD
 EFFINGHAM COUNTY, GEORGIA
 prepared for:
CATALYST INVESTMENT PARTNERS

DATE	DESCRIPTION
05/11/2017	ISSUED FOR PERMIT
05/11/2017	ISSUED FOR PERMIT
05/11/2017	ISSUED FOR PERMIT

OVERALL PLAN	
SCALE	AS SHOWN
DATE	05/11/2017
DRAWN BY	W. W. WILSON
CHECKED BY	W. W. WILSON
DATE	05/11/2017



PROPOSED USE
 SUBTRACTIVE DANGER STORAGE YARD

EXIST ZONE
 P-1 (WITH VARIANCES)

OWNER ADDRESS
 BARBET J. DETOEN
 110 PRANK LANE
 ROCKMOUNT, GA 30082

DEVELOPER ADDRESS
 CATALYST INVESTMENT PARTNERS
 2850 AVENUE A, SUITE 1001
 NEW YORK, NY 10017
 212-444-8226

ENGINEER ADDRESS
 PARKER ENGINEERING
 26 CORLAND STREET
 STATESBORO, GA 30458
 912-764-7722

PROPOSED USE
 SUBTRACTIVE DANGER STORAGE YARD

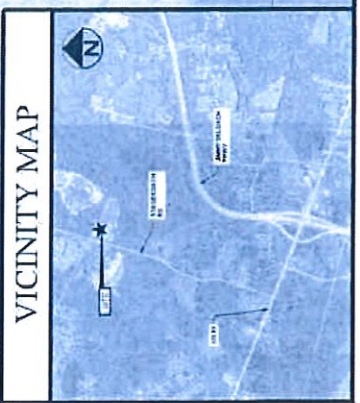
EXIST ZONE
 P-1 (WITH VARIANCES)

TOTAL ACREAGE
 6.69 ACRES

ENTRANCE EASTING USE
 LAT: 32.13137 LONG: -81.31126
 (UNDEVELOPED / STIPPLED AREAS ONLY)

PROPOSED USE
 SUBTRACTIVE DANGER STORAGE YARD

TRAILER YARD WITH OFFICE BUILDING
 6 - 10'X20' EMPLOYEE PARKING
 184 - 11'X44' CONTAINER STALLS WITH LANDING PADS
 CONTAINER YARD TO BE TOPPED WITH 8' GRADED AGGREGATE BASE
 SECURITY LIGHTING TO BE PROVIDED AND DESIGNED TO MEET COUNTY SPECIFICATIONS.
 SKETCH PLAN WILL REQUIRE THE FOLLOWING VARIANCES TO CONFORM WITH EFFINGHAM COUNTY ZONING:
 A' REDUCE 300' BUFFER REQUIREMENT TO 25'

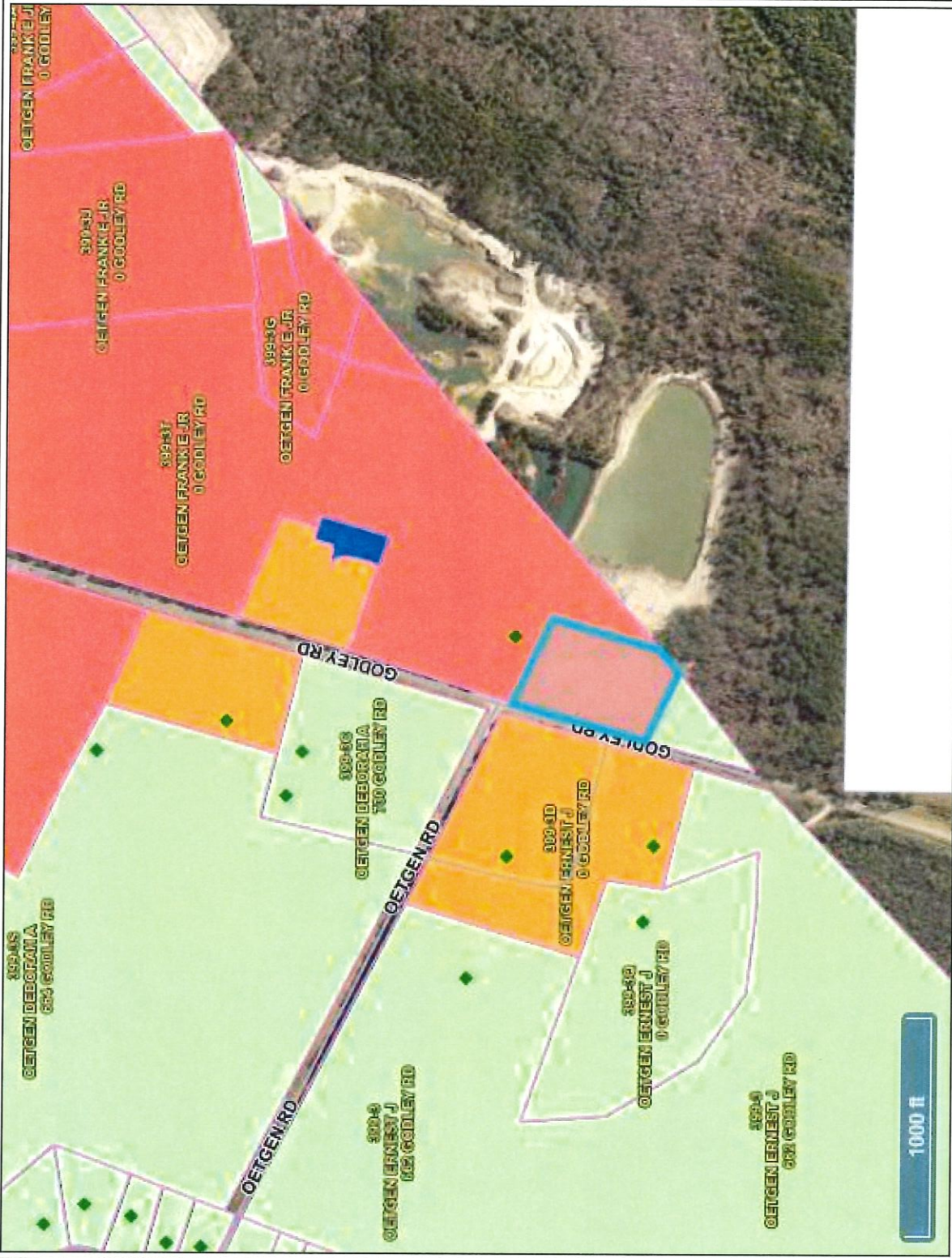


399-3R GODLEY ROAD



© All Pictometry

GODLEY ROAD 399-3R



Legend

- ◆ Address Points
- ◻ Tax Parcels With Labels
- Zoning
 - AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-5
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - FH
 - CP
 - PD
 - Other
- Road Names
- Road Centerlines

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

16 Mar, 2022

Dennis G. Baxter
Mayor
J. Raymond Dickey
City Attorney
Charles D. Akridge
City Administrator
Jennifer D. Scholl
City Clerk



Ernest Grizzard, Sr.
Terry W. Jones
Jimmy Kerby
Glenda Key
David Otakie
Rodney C. West
City Council

City of Bloomingdale

Post Office Box 216
Bloomingdale, Georgia 31302

April 13, 2022

Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Dear Teresa:

Please accept this correspondence as official notice that the City of Bloomingdale is in opposition to the Variance and Sketch Plan proposal on the Oetgen property. An industrial land use in that area and its impact on a City of Bloomingdale road is not feasible. Further, the proposed lack of buffers is not a sound planning or land use principle and should not be allowed.

In addition, the City Council is in the process of considering a City ordinance prohibiting Tractor Trailers from traveling on the City owned portion of Stage Coach Road.

Please consider the City Council's opposition to this zoning and deny the proposal in its current form.

Sincerely,

A handwritten signature in blue ink that reads 'Charles D. Akridge'.

Charles D. Akridge, City Administrator

cc: Mayor Baxter and City Council

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Catalyst Investment Partners, LLC** as Agent for **Ernest J. Oetgen** requests a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, to accommodate a proposed industrial development. Located on Godley Road, zoned **I-1. Map# 399 Parcel# 3R**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a request for a **variance** from *section 3.4* to reduce required buffers for an industrial property.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- Container storage yards are a heavy industrial use. 399-3R is surrounded by AR-1 and R-4 zoned property. The required buffer between heavy industrial and AR/R zoning districts is 300'.
- The parcel to the west is zoned R-4. The proposed buffer reduction is from 300' to 25'. The parcel (399-3T) to the north, south, and east is zoned AR-1. The requested buffer reduction is from 300' to 25' along the north and south boundary, and from 300' to 0' along the east boundary.
- A portion of the land to the east is in Bloomingdale, and is in the R-A-1 zoning district. The purpose of R-A-1 is *"to protect those rural areas within urban expansion areas of the county for future low density residential urban development and to protect certain rural highway roadside areas against strip development which can lead to traffic congestion, traffic hazards, and roadside blight."*
- Bloomingdale requires a 50' buffer with 25' berm where industrial land abuts agricultural land. A letter of opposition is attached.
- The applicant elected to rezone the 6-acre tract to I-1 (approved on 2/15/2022). The buffer requirements were discussed at the sketch plan pre-application meeting on 2/16/2022.
- The lot does not present any exceptional topographical features; it is merely too small to accommodate a heavy industrial use and the required buffers. There are isolated parcels nearby used for surface mining, but 399-3R is surrounded by R and AR zoned land. There are home sites nearby, as well as stables and horse riding across Godley Road.
- Given the low intensity residential and recreational uses of most surrounding land on Godley Road and Oetgen Road, there is no case to be made for reducing the buffer on the industrial tract. The solution is to increase the size of the project site to allow for inclusion of a 300' vegetative buffer to screen the heavy industrial use and allow for stormwater filtration.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **deny** the request for a variance from *section 3.4* to reduce required buffers for an industrial property.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

- Approve** the request for a **variance** to reduce required buffers for an industrial property
- Deny** the request for a **variance** to reduce required buffers for an industrial property.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services
Attachments: 1. Zoning Map Amendment

FUNDING: N/A

Item XV. 17.

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
399-3R

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
399-3R

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, CATALYST INVESTMENT PARTNERS, LLC AS AGENT FOR ERNEST J. OETGEN has filed an application for a variance, from section 3.4 Buffers, to reduce the required buffers for an industrial property; map and parcel number 399-3R, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT a variance from section 3.4 Buffers, to reduce the required buffers for an industrial property; map and parcel number 399-3R, located in the 1st commissioner district is approved.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Catalyst Investment Partners, LLC** as Agent for **Ernest J. Oetgen** requests approval of a **sketch plan** for “Stagecoach Industrial Site”. Located on Godley Road, zoned **I-1 Map# 399 Parcel# 3R**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a **sketch plan** for “Stagecoach Industrial Site”.

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The sketch plan pre-application meeting was held on 2/16/2022. The discussion included buffer requirements for heavy industrial uses; road maintenance responsibilities; and stormwater management. Godley Road is not a designated truck route. Immediate road improvements, as well as road maintenance agreements and bonds with Chatham County and the City of Bloomingdale, would be necessary to ensure that proposed heavy industrial uses on Godley Road can be served by the transportation network.
- Private water and septic system is assumed; the application did not include water-sewer providers.
- The sketch plan does not address the proposed container stacking height; therefore, the total number of proposed containers and associated truck traffic is unknown. If the sketch plan is approved, a Traffic Impact Assessment will be required during the site plan review process.
- The sketch plan shows stormwater draining onto an adjacent parcel in the City of Bloomingdale. If the sketch plan is approved, a drainage easement from the property owner will be necessary, as well as confirmation from Bloomingdale that industrial uses can drain onto R-A-1 zoned property.
- The City of Bloomingdale has submitted a letter urging denial due to concerns about road impacts (attached).
- If the sketch plan is approved, staff will follow-up with a Notice to Proceed, which will include all ordinance requirements, and any conditions added by the Board of Commissioners.
- At the April 18 Planning Board meeting, Brad Smith made a motion to **deny** the sketch plan for “Stagecoach Industrial Site”.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives

1. **Approve** request for a **sketch plan** for “Stagecoach Industrial Site”.
2. **Deny** the request for a **sketch plan** for “Stagecoach Industrial Site”.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph
 2. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY		
Date Received: _____	Project Number: _____	Classification: _____
Date Reviewed: _____	Reviewed by: _____	

Proposed Name of Subdivision Stagecoach Industrial Site

Name of Applicant/Agent Dan Haroun Phone 203-644-8266

Company Name Catalyst Investment Partners LLC

Address 420 Madison Ave, New York Suite 1001

Owner of Record Earnest J. Oetgen Phone _____

Address 110 Frank Lane, Bloomingdale, GA

Engineer Parker Engineering Phone _____

Address 36 Courtland Street, Statesboro, GA

Surveyor _____ Phone _____

Address _____

Proposed water _____ Proposed sewer _____

Total acreage of property 6 Acreage to be divided _____ Number of Lots Proposed _____

Current Zoning I-1 Proposed Zoning I-1 Tax map - Block - Parcel No _____ - _____ - _____

Are any variances requested? Yes If so, please describe: Reduce the 300 foot buffer from the neighboring AR-1 parcel under same ownership to 25'

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 14 day of March, 2022

Notary [Signature]

Applicant [Signature]
Owner [Signature]

<p>Max Edelstein NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01ED6323135 Qualified in New York County Commission Expires 4/20/2023</p>

EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY	
Subdivision Name: _____	Project Number: _____
Date Received: _____	Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
	x	1. Proposed name of development.
	x	2. Names, addresses and telephone numbers of owner and applicant.
	x	3. Name, address and telephone number of person or firm who prepared the plans.
	x	4. Graphic scale (approximately 1"=100') and north arrow.
	x	5. Location map (approximately 1" = 1000').
	x	6. Date of preparation and revision dates
	x	7. Acreage to be subdivided.
(b) Existing Conditions:		
	x	1. Location of all property lines.
	x	2. Existing easements, covenants, reservations, and right-of-ways.
	x	3. Buildings and structures.
	x	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	x	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	x	6. Natural or man-made watercourses and bodies of water and wetlands.
	n/a	7. Limits of floodplain.
	x	8. Existing topography.
	x	9. Current zoning district classification and land use.
	n/a	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
	x	1. Layout of all proposed lots.
	x	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	x	3. Proposed zoning and land use.
	x	4. Existing buildings and structures to remain or be removed
	x	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	x	6. Proposed retention/detention facilities and storm-water master plan.

	n/a	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	n/a	8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge

This 14 day of March, 2022

Notary Max Edelstein

Applicant [Signature]

Owner [Signature]

Max Edelstein
NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01ED6323125
 Qualified in New York County
 Commission Expires 4/20/2023



36 Courtland Street, Suite B
Statesboro, Georgia 30458
Phone: 912-764-7722

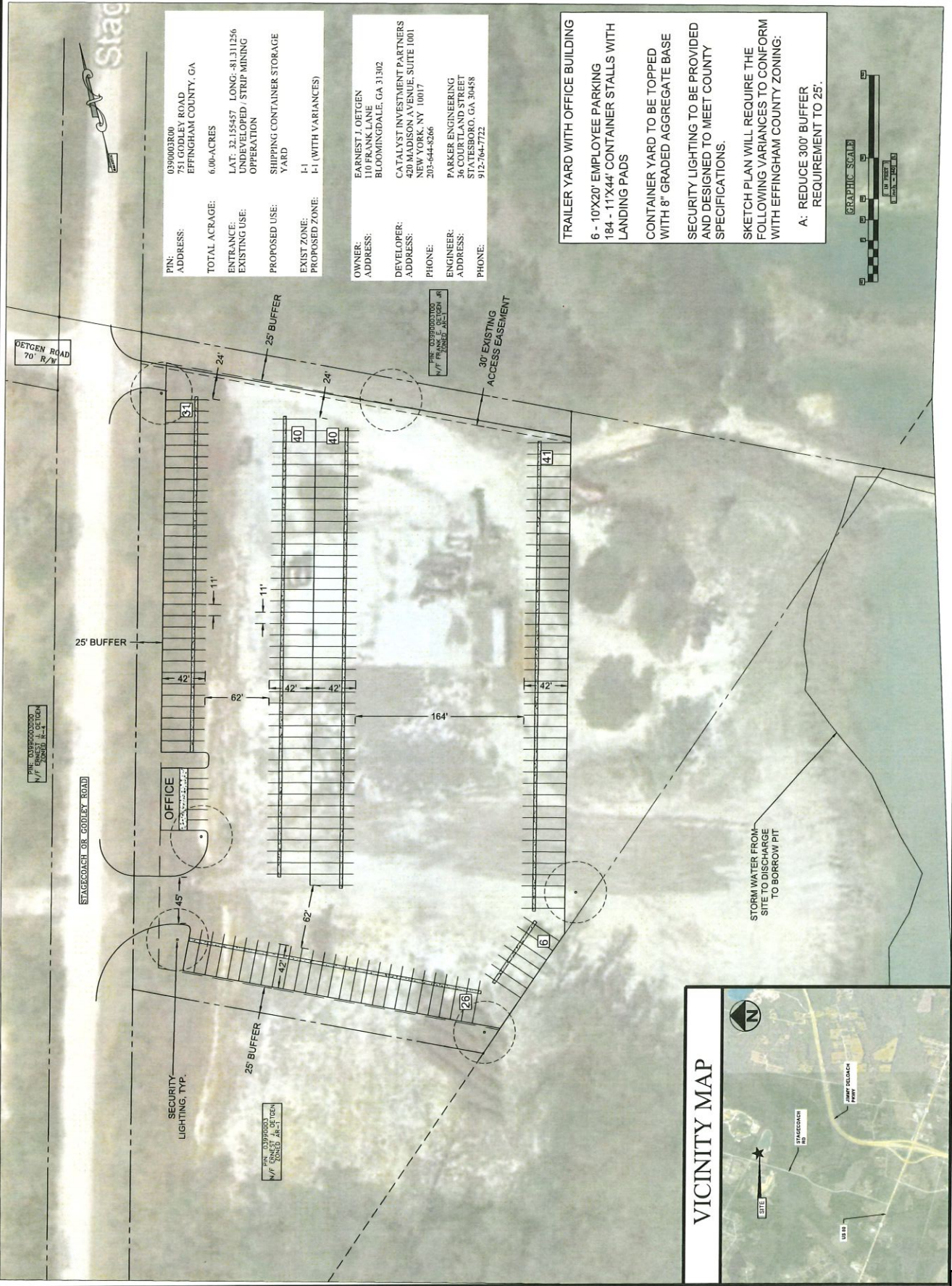


CATALYST
CONTAINER YARD
EFFINGHAM COUNTY, GEORGIA
prepared for:
CATALYST INVESTMENT PARTNERS

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	

NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	

Item XV. 18.



PIN: 0390003R00
ADDRESS: 751 GODLEY ROAD
EFFINGHAM COUNTY, GA

TOTAL ACRAGE: 6.00-ACRES
ENTRANCE: LAT. 32.158457 LONG. 81.311256
EXISTING USE: UNDEVELOPED STRIP MINING OPERATION
PROPOSED USE: SHIPPING CONTAINER STORAGE YARD
EXIST ZONE: I-1 (WITH VARIANCES)
PROPOSED ZONE: I-1 (WITH VARIANCES)

OWNER: EARNEST J. OETGEN
ADDRESS: 110 FRANK LANE
BLOOMINGDALE, GA 31302

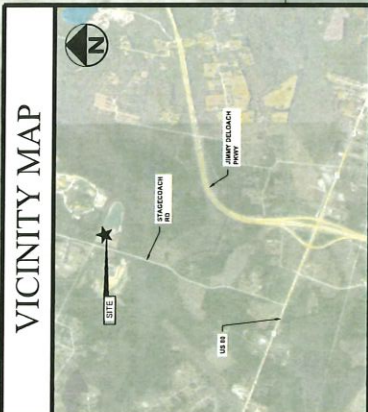
DEVELOPER: CATALYST INVESTMENT PARTNERS
ADDRESS: 420 MADISON AVENUE, SUITE 1001
NEW YORK, NY 10017

PHONE: 203-944-3286

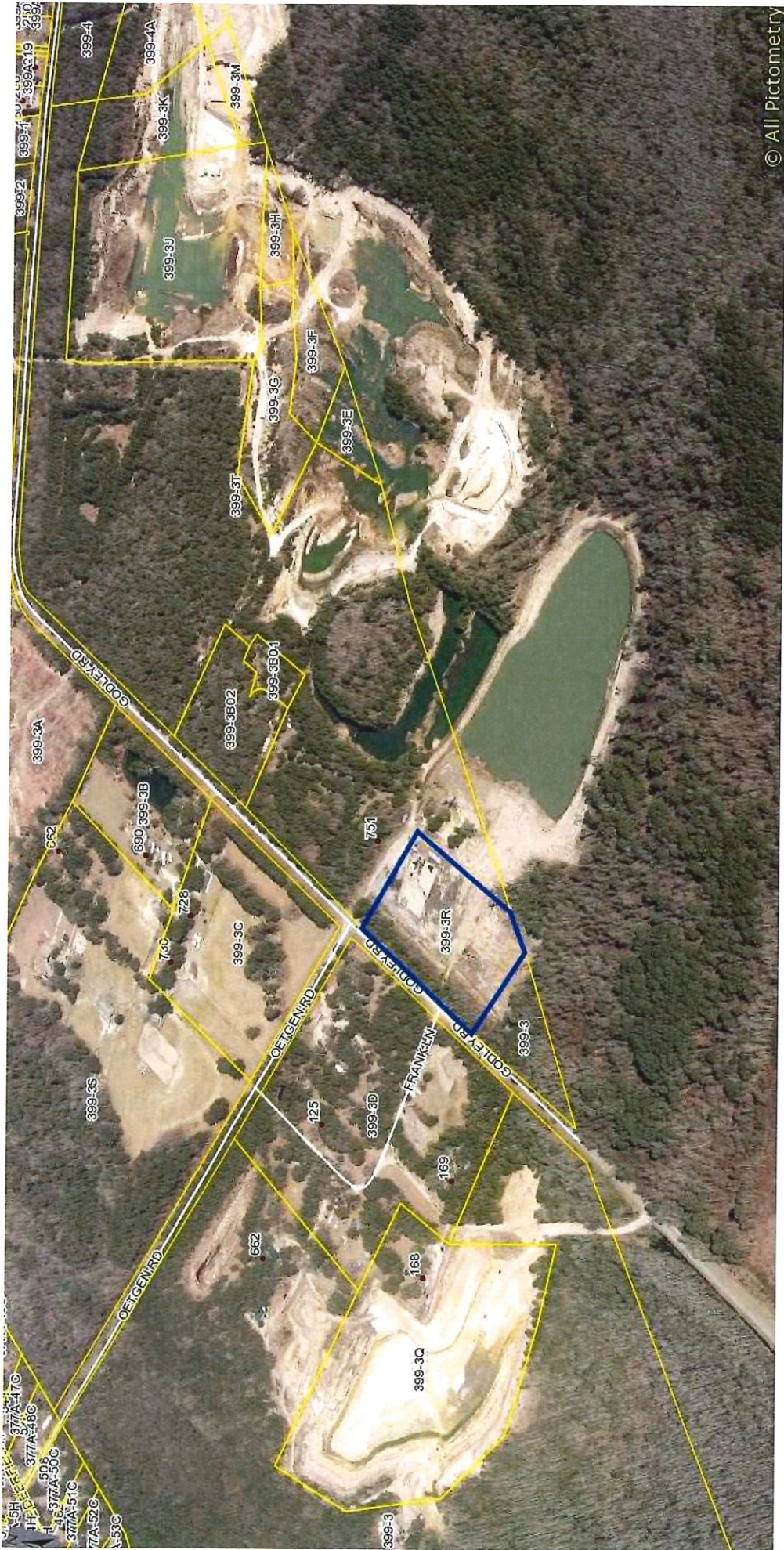
ENGINEER: PARKER ENGINEERING
ADDRESS: 36 COURTLAND STREET
STATESBORO, GA 30458
PHONE: 912-764-7722

TRAILER YARD WITH OFFICE BUILDING
6 - 10'X20' EMPLOYEE PARKING
184 - 11'X44' CONTAINER STALLS WITH
LANDING PADS
CONTAINER YARD TO BE TOPPED
WITH 8" GRADED AGGREGATE BASE
SECURITY LIGHTING TO BE PROVIDED
AND DESIGNED TO MEET COUNTY
SPECIFICATIONS.

SKETCH PLAN WILL REQUIRE THE
FOLLOWING VARIANCES TO CONFORM
WITH EFFINGHAM COUNTY ZONING:
A: REDUCE 300' BUFFER
REQUIREMENT TO 25'.



399-3R GODLEY ROAD



© All Pictometry

Staff Report

Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Brett Bennett** as Agent for **Greenland Developers, Inc.** requests approval of a **sketch plan** for: "Goshen Ext. Apartments" a 408-unit multifamily development on 34.6 acres. Located off Goshen Commercial Park Drive, zoned **B-2. Map# 465 Parcels# 2, 2A, 2B, 2C**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for: Goshen Ext. Apartments.

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The applicant proposes buffers of 15' between multifamily developments; 20' between multifamily and commercial; 15' between multifamily and industrial; 20' between multifamily and R/AR. The industrial property to the north and east is required to provide a 300' vegetative buffer with berm.
- The proposed multifamily development may be served by county water and sewer. A road will connect the development to Goshen Commercial Park Drive, and may be conveyed to the county.
- Proposed density is 12 units per acre, pursuant to previous R-3 zoning district requirements. The revised B-2 zoning district limits density to 12 units per acre for mixed use residential. The revised R-3 zoning district limits density to 9 residential units per acre.
- Proposed parking meets requirements (1.5 per unit=612 spaces). Wetlands acreage is not calculated. The development will include a pool area and community building, a playground, and dog park.
- At the February 28, 2022 pre-application meeting, open space, buffers, amenities & parking, roads, and common element maintenance were discussed.
- If approved, staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the April 18 Planning Board meeting, Dave Burns recused himself from this vote. Alan Zipperer made a motion to **approve** a sketch plan for Goshen Ext. Apartments.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives

- Approve** the request for a **sketch plan** for: Goshen Ext. Apartments.
- Deny** the request for a **sketch plan** for: Goshen Ext. Apartments.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph
 2. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY		
Date Received: _____	Project Number: _____	Classification: _____
Date Reviewed: _____	Reviewed by: _____	

Proposed Name of Subdivision GOSHEN EXT. APARTMENTS

Name of Applicant/Agent BRETT BENNETT Phone 912-754-3439

Company Name GREENLAND DEVELOPERS, INC.

Address P.O. BOX 1628 SPRINGFIELD, GA 31329

Owner of Record SAME AS ABOVE Phone _____

Address _____

Engineer EMC ENGINEERING SERVICES, INC. Phone 912-232-6533

Address 10 CHATHAM CENTER SOUTH, SUITE 100 SAVANNAH, GA 31405

Surveyor EMC ENGINEERING SERVICES, INC Phone 912-232-6533

Address 10 CHATHAM CENTER SOUTH, SUITE 100 SAVANNAH, GA 31405

Proposed water EFFINGHAM COUNTY Proposed sewer EFFINGHAM COUNTY

Total acreage of property 36.83 Acreage to be divided N/A Number of Lots Proposed 408 APARTMENT UNITS

Current Zoning B-2 Proposed Zoning B-2 Tax map – Block – Parcel No 04650002, 04650002A00, 04650002B00, 04650002C00

Are any variances requested? N/A If so, please describe: _____

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 1 day of March, 2022
Crystal Graham Higdon
Notary

[Signature]
Applicant
BRETT BENNETT
Owner

Crystal Graham Higdon
Notary Public, Effingham County, Ga
My Commission Expires August 15, 2025

EFFINGHAM COUNTY **SKETCH PLAN CHECKLIST**

OFFICIAL USE ONLY

 Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
	<input checked="" type="checkbox"/>	1. Proposed name of development.
	<input checked="" type="checkbox"/>	2. Names, addresses and telephone numbers of owner and applicant.
	<input checked="" type="checkbox"/>	3. Name, address and telephone number of person or firm who prepared the plans.
	<input checked="" type="checkbox"/>	4. Graphic scale (approximately 1"=100') and north arrow.
	<input checked="" type="checkbox"/>	5. Location map (approximately 1" = 1000').
	<input checked="" type="checkbox"/>	6. Date of preparation and revision dates.
	<input checked="" type="checkbox"/>	7. Acreage to be subdivided.
(b) Existing Conditions:		
	<input checked="" type="checkbox"/>	1. Location of all property lines.
	<input checked="" type="checkbox"/>	2. Existing easements, covenants, reservations, and right-of-ways.
	<input checked="" type="checkbox"/>	3. Buildings and structures.
	<input checked="" type="checkbox"/>	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	<input checked="" type="checkbox"/>	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	<input checked="" type="checkbox"/>	6. Natural or man-made watercourses and bodies of water and wetlands.
	<input checked="" type="checkbox"/>	7. Limits of floodplain.
	<input checked="" type="checkbox"/>	8. Existing topography.
	<input checked="" type="checkbox"/>	9. Current zoning district classification and land use.
	<input type="checkbox"/>	N/A 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
	<input checked="" type="checkbox"/>	1. Layout of all proposed lots.
	<input checked="" type="checkbox"/>	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	<input checked="" type="checkbox"/>	3. Proposed zoning and land use.
	<input checked="" type="checkbox"/>	4. Existing buildings and structures to remain or be removed.
	<input checked="" type="checkbox"/>	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	<input checked="" type="checkbox"/>	6. Proposed retention/detention facilities and storm-water master plan.

<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 1 day of March, 2022
Crystal Graham Higdon
Notary

[Signature]
Applicant
BRETT BENNETT
Owner

Crystal Graham Higdon
Notary Public, Effingham County, Ga
My Commission Expires August 15, 2025

3 STORY APARTMENT SKETCH PLAN

GOSHEN EXT. APARTMENTS

GOSHEN ROAD EXT.

EFFINGHAM COUNTY, GEORGIA

Prepared for:

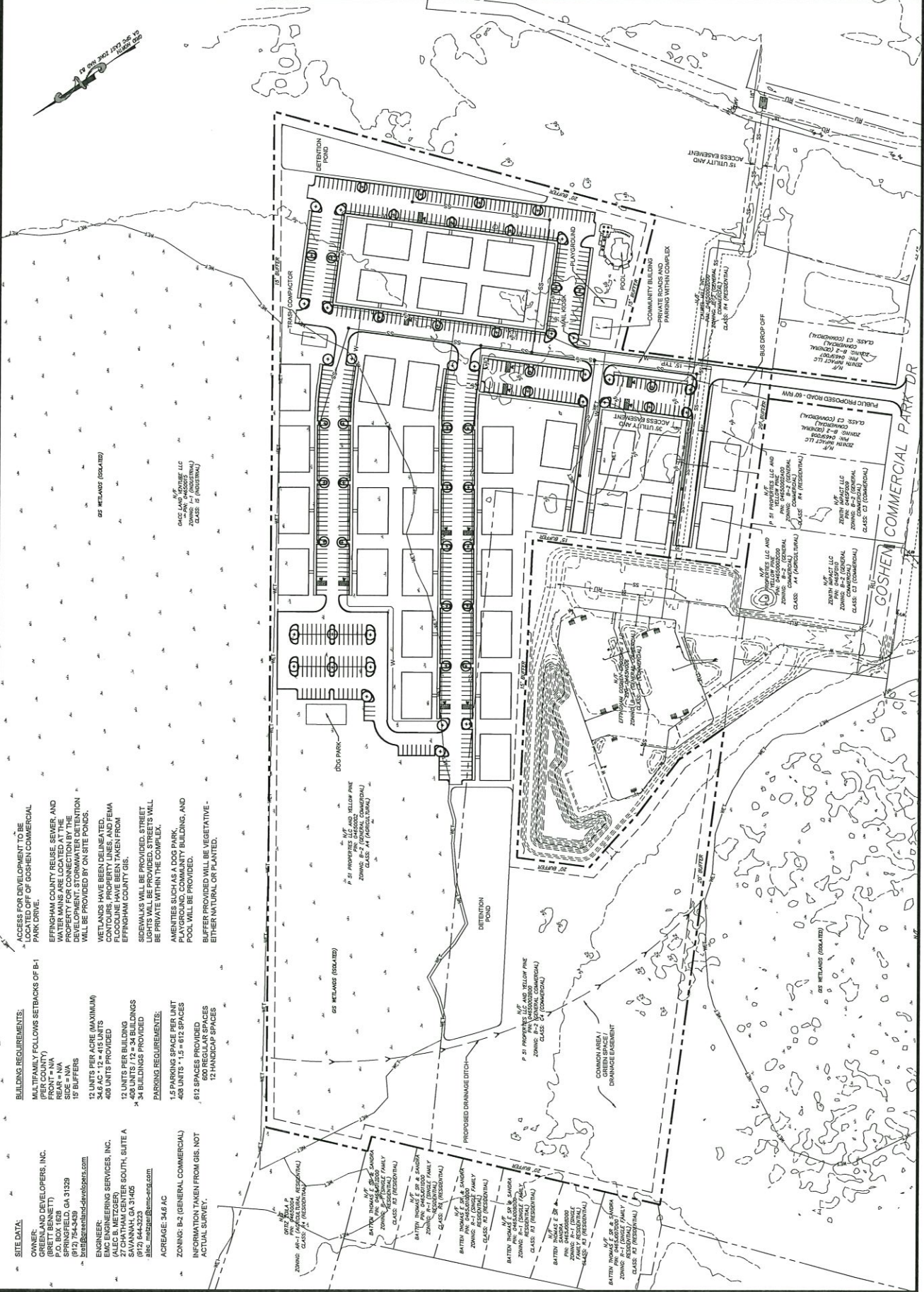
GREENLAND DEVELOPERS, INC.

EMC SERVICES, INC.
 ENVIRONMENTAL
 1800 West 10th Street, Suite 100
 Savannah, GA 31405
 Tel: (912) 233-6533
 Fax: (912) 233-6500
 emc@emc-engineering.com
 emc-engineering.com



PROJECT NO.: 23-0000
 DRAWN BY: [Blank]
 SURVEY DATE: [Blank]
 SURVEYED BY: [Blank]
 SCALE: 1" = 30'
 DATE: [Blank]

NO.	REVISION DESCRIPTION	DATE



ACCESS FOR DEVELOPMENT TO BE PROVIDED BY GOSHEN COMMERCIAL PARK DRIVE.

EFFINGHAM COUNTY REUSE, SEWER, AND WATER CONNECTIONS SHALL BE PROVIDED BY THE PROPERTY FOR CONNECTION BY THE DEVELOPMENT. STORMWATER DETENTION WILL BE PROVIDED BY ON-SITE PONDS.

WETLANDS HAVE BEEN DELINEATED. CONTOURS, PROPERTY LINES, AND FEMA FLOOD ELEVATIONS SHALL BE OBTAINED FROM EFFINGHAM COUNTY GIS.

SEWERLINES SHALL BE PROVIDED. STREET LIGHTS WILL BE PROVIDED. STREETS SHALL BE PRIVATE WITHIN THE COMPLEX.

AMENITIES SUCH AS A DOG PARK, PLAYGROUND, COMMUNITY BUILDING, AND POOL WILL BE PROVIDED.

BUFFER PROVIDED WILL BE VEGETATIVE - EITHER NATURAL OR PLANTED.

BUILDING REQUIREMENTS:

MULTIFAMILY FOLLOWS SETBACKS OF B-1 (PER COUNTY)

REAR YARD SETBACK: 15' (PER COUNTY)

REAR YARD: 15' (PER COUNTY)

SIDE: 15' (PER COUNTY)

12 UNITS PER ACRE (MAXIMUM)

34.6 AC * 12 = 415 UNITS

12 UNITS PER BUILDING

409 UNITS PROVIDED

34 BUILDINGS PROVIDED

PARKING REQUIREMENTS:

1.5 PARKING SPACES PER UNIT

409 UNITS * 1.5 = 613 SPACES

613 SPACES PROVIDED

500 REGULAR SPACES

12 HANDICAP SPACES

SITE DATA:

OWNER:
 GREENLAND DEVELOPERS, INC.
 1800 WEST 10TH STREET
 P.O. BOX 1808
 SPRINGFIELD, GA 31329
 (912) 754-5409
 emc@emc-engineering.com

ENGINEER:
 EMC SERVICES, INC.
 1800 WEST 10TH STREET
 SAVANNAH, GA 31405
 emc@emc-engineering.com

ACREAGE: 34.6 AC

ZONING: B-2 (GENERAL COMMERCIAL)

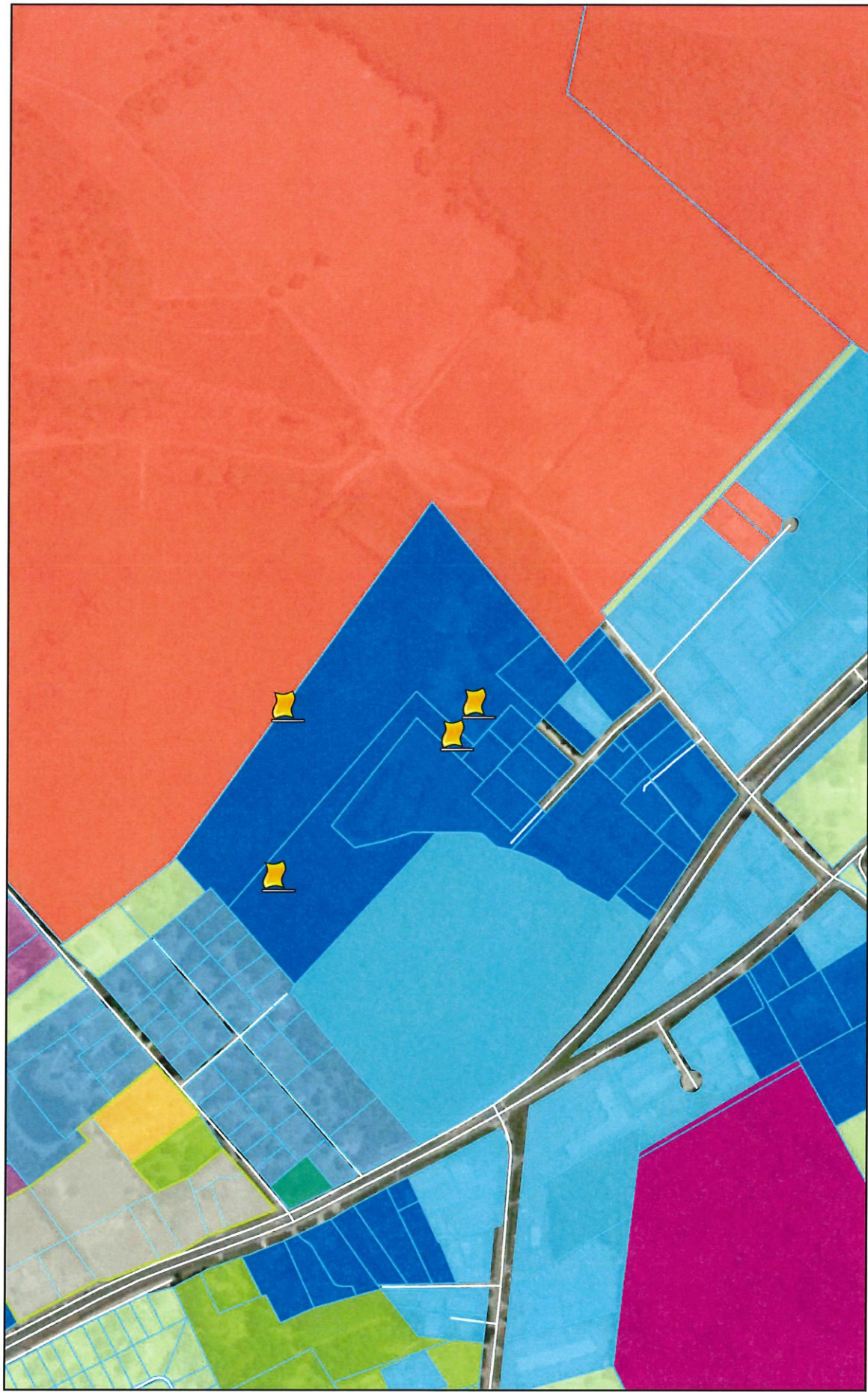
INFORMATION TAKEN FROM GIS. NOT ACTUAL SURVEY.

GOSHEN EXT. APARTMENTS



GOSHEN EXT. APARTMENTS

Item XV. 19.



3/15/2022, 8:08:02 AM

Municipal Boundaries Effingham County Zoning

- Municipal Boundaries
- Parcels2020
- Roads
- AR-1
- AR-2
- I-1
- B-1
- B-2
- B-3
- B-4
- R-3
- R-4
- Other
- PD

Scale: 1:9,028

0 0.05 0.1 0.2 0.4 mi

0 0.1 0.2 0.4 km

Maxar

Maxar | Esri, Inc., City of Naperville, Illinois | Effingham County BOC | <https://www.fws.gov/wetlands/data/data-download.html> | ArcGIS Web AppBuilder

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **K&M Effingham Properties, LLC** requests a **variance** from section 3.4 Buffers to reduce required vegetative buffers for an industrial property. Located at 1204 Mill Pond Road. **Map# 446 Parcel# 7C**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, to accommodate a proposed development.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The proposed business involves uses that did not fit into the B-3 zoning district, but required rezoning to I-1. The proposed uses may be considered a light industrial use. The required buffer between light industrial and R zoning districts is 300’.
- The parcels to the north and west are I-1. Parcels to the south and east are R-1. The proposed buffer reduction is from 300’ to 25’ along the south and east property boundaries with R zoning.
- The applicant elected to rezone only the 7-acre tract to I-1 (approved on 6/2/2020), and opted to leave a 61.52’ strip of R zoned property along the eastern boundary in a plat recorded 8/11/2021, and subsequently re-subdivided, and recorded on 1/5/2022.
- The required buffer between the I-1 and AR zoning districts is 150’.
- The buffer requirements were discussed at the sketch plan pre-application meeting on 3/3/2022.
- The lot does not present any exceptional topographical features; it is merely too small to accommodate an industrial use and the required buffers. The solution would be to expand the parcel and expand south to allow for the buffer.
- Given the residential development to the east, on both sides of Ebenezer Road, there is no case to be made for reducing the I-1 to R buffer requirement. The solution is to increase the size of the project site to allow for inclusion of a vegetative buffer substantial enough to screen the industrial use and allow for stormwater filtration. Removing the R-1 strip to the east would reduce the buffer requirement to 150’ against the AR-1 parcel.
- At the April 18 Planning Board meeting, Ryan Thompson made a motion to **approve** the request for a variance from *section 3.4*, to reduce required buffers for an industrial property, and added the following condition:
 1. Required vegetative buffer is reduced from 300’ to 25’ along the eastern property boundary only. All other required buffers apply.
- The motion was seconded by Brad Smith, and carried by a 4/1 vote.

Alternatives

1. Approve request for a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, with the following Planning Board recommendations:

1. Required vegetative buffer is reduced from 300' to 25' along the eastern property boundary other required buffers apply.

2. **Deny** the request for a **variance** from *section 3.4 Buffers*.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

- Attachments:**
- 1. Variance application
 - 2. Ownership Certification

- 3. Deed
- 4. Aerial photography

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 3-8-2022

Applicant/Agent: ERIC S. EDWARDS K+M Effingham Properties, LLC

Applicant Email Address: eedwards@ACTIONOHD.COM

Phone # 912-659-8352

Applicant Mailing Address: P.O. Box 249

City: Rincon State: GA. Zip Code: 31326

Property Owner, if different from above: SAME AS ABOVE
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): eedwards@ACTIONOHD.COM

Phone # 912-659-8352

Owner's Mailing Address: P.O. Box 249

City: Rincon State: GA. Zip Code: 31326

Property Location: 1204 MILL POND Rd, Rincon GA- 31326

Name of Development/Subdivision: N/A.

Present Zoning of Property ^{Light Industrial} Tax Map-Parcel # 04460009 Total Acres 7.01
_{PARCEL # 3}

VARIANCE REQUESTED (provide relevant section of code): Section 3.4.1 Buffers

Describe why variance is needed: 300' Buffer Required will Reduce Property available for development from 7 ac to 1 ac. The property to the south and east to be rezoned by owner to I-1

How does request meet criteria of Section 7.1.8 (see Attachment C): 7.1.8.2 - the 300' buffer burdens the developable area of the property from 7 ac to one acre.

Applicant Signature: E. S. Edwards Date 3-8-2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

8-9-2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1465 page 25.

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Eric J. Edwards

Print Name ERIC J. EDWARDS

Owner's signature Jill C. Edwards

Print Name Jill C. Edwards

Owner's signature N/A

Print Name N/A

Sworn and subscribed before me this 8th day of March, 20 22.

Emily Greene
Notary Public, State of Georgia



AUTHORIZATION OF PROPERTY OWNER

I, ERIC S. EDWARDS, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Linda Sims

Applicant/Agent Address: 1480 Chatham Parkway

City: SAVANNAH State: GA Zip Code: 31405

Phone: 912-200-3041
678-907-4277 Email: lsims@cci-sav.com

Owner's signature Eric S. Edwards

Print Name ERIC S. EDWARDS

Personally appeared before me ERIC J. EDWARDS (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 8th day of March, 20 22.

Emily Green
Notary Public, State of Georgia



8914712675
7067927936
PARTICIPANT ID
Return Recorded Document to:
The Newberry Law Firm, PC
129 N. Laurel Street
Post Office Box 790
Springfield, Georgia 31329

BK:2719 PG:270-270
D2021010486

FILED IN OFFICE
CLERK OF COURT
08/25/2021 02:21 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$140.00

PT-61 051-2021-002853

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF EFFINGHAM

FILE #: 2021-212

THIS INDENTURE made this 25th day of August, 2021, between **N & W Enterprises, LLC, A Georgia Limited Liability Company**, as party of the first part, hereinafter called Grantor, and **K & M Effingham Properties, LLC, A Georgia Limited Liability Company**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and 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.

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as **Parcel 3 (7.01 acres, more or less)**, as shown and more particularly described on that certain map or plat made by Adolph M. Michelis, R.L.S. No. 1323, dated July 16, 2021 and recorded in **Plat Book 29, Page 130** in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject, however, to all valid restrictions, easements, and rights of way of record.

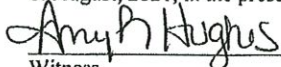
This being a portion of the property conveyed by Warranty Deed from Weston Enterprises, Inc. and Thomas Neidlinger Logging, Inc. to N&W Enterprises, LLC, dated June 8, 2006, recorded in Deed Book 1465, Page 25, aforesaid records.

TO HAVE AND TO HOLD the said tract or parcel of land, together 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, forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered this 25th day
of August, 2021, in the presence of:

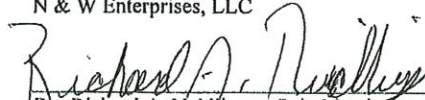


Witness



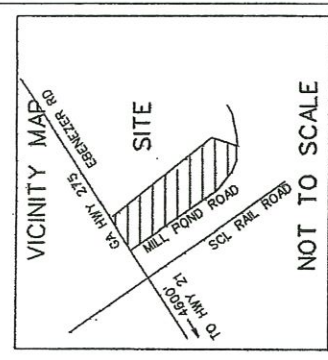
Notary Public

N & W Enterprises, LLC



By: Richard A. Neidlinger, Sole Member

EDWARD L NEWBERRY JR
Notary Public, Effingham County, GA
My Commission Expires June 21, 2024



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR: [Signature] DATE: 8/19/21
ZONING ADMINISTRATOR DATE

MINOR SUBDIVISION
SURVEY FOR
N & W ENTERPRISES LLC
SURVEY TO DIVIDE 28.38 AC.
INTO 3 PARCELS
MAP & PARCEL 04-460007
LOCATED IN THE 09TH, G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 16 JULY 2021.
PLAT DRAWN 16 JULY 2021

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERRING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X-1" (OUTSIDE THE 500 YEAR FLOODPLAIN)

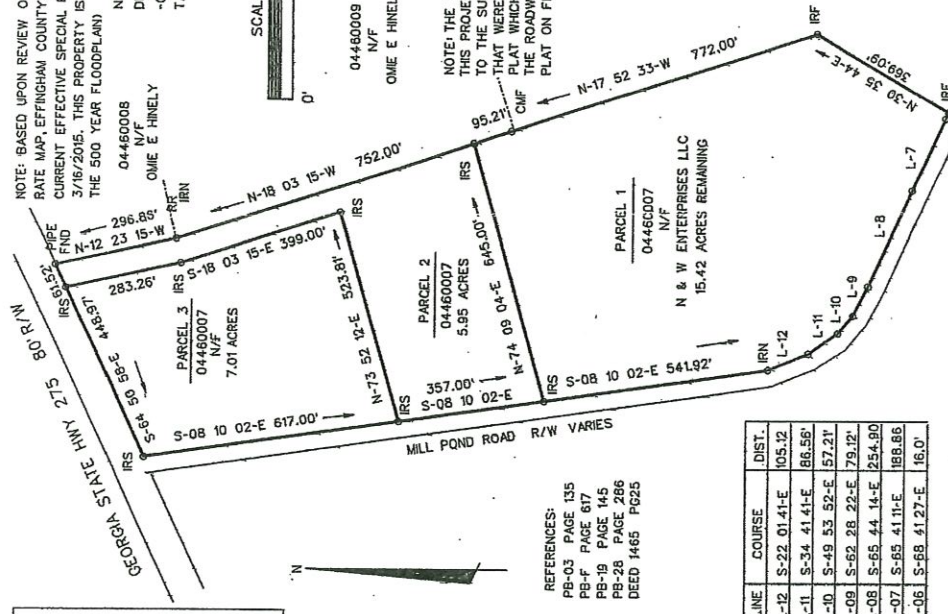
NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 448 -07 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.



04460009
N/F
OMIE E HINELY

NOTE: THE OVERALL ACREAGE ON THIS PROJECT HAS CHANGED DUE TO THE SUBTRACTION OF LANDS THAT WERE PART OF THE RECORDED PLAT WHICH INCLUDED PORTIONS OF THE ROADWAY AND R/W.
PLAT ON FILE PLAT BK 3 PG 25

04460006
N/F
PHIL & BRANDY KIEFFER



- REFERENCES:
- PB-03 PAGE 135
- PB-F PAGE 617
- PB-19 PAGE 145
- PB-28 PAGE 286
- DEED 1465 PG25

LINE	COURSE	DIST.
L-12	S-22 01 41-E	105.12
L-11	S-34 41 41-E	88.56
L-10	S-49 53 52-E	57.21
L-09	S-62 28 22-E	79.12
L-08	S-65 44 14-E	254.90
L-07	S-65 41 11-E	188.88
L-06	S-68 41 27-E	16.0

BK:29 PG:130-130
P2021000165
FILED IN OFFICE
CLERK OF COURT
08/11/2021 03:26 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA
[Signature]

LEGEND:
IRF 5/8" REBAR FOUND
IR 5/8" REBAR SET
C CONC FOUND
CNC CONC FOUND
N/F NOW OR FORMERLY
PP POWER POLE
EQUIP. USED TOTAL STATION
TOPCON 303
ERROR OF CLOSURE
1/24,000 PLAT NOT ADJUSTED
ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3872

SURVEYORS CERTIFICATION
I, as required by subsection 16 of O.C.G.A. Section 9-5-67, the plat has been prepared by a land surveyor and approved by a registered professional engineer or a professional geologist, as appropriate, by appropriate certification, signatures, stamps, or statements hereon. I am not responsible for any errors or omissions on the part of the surveyor or engineer or geologist. Furthermore, I am not responsible for any errors or omissions on the part of the landowner. I have not conducted any measurements. I have not conducted any measurements for the purpose of this survey. I have not conducted any measurements for the purpose of this survey. I have not conducted any measurements for the purpose of this survey.
[Signature]
DATE: 7/19/21
GA REG. ES. LIC. NO. 1525

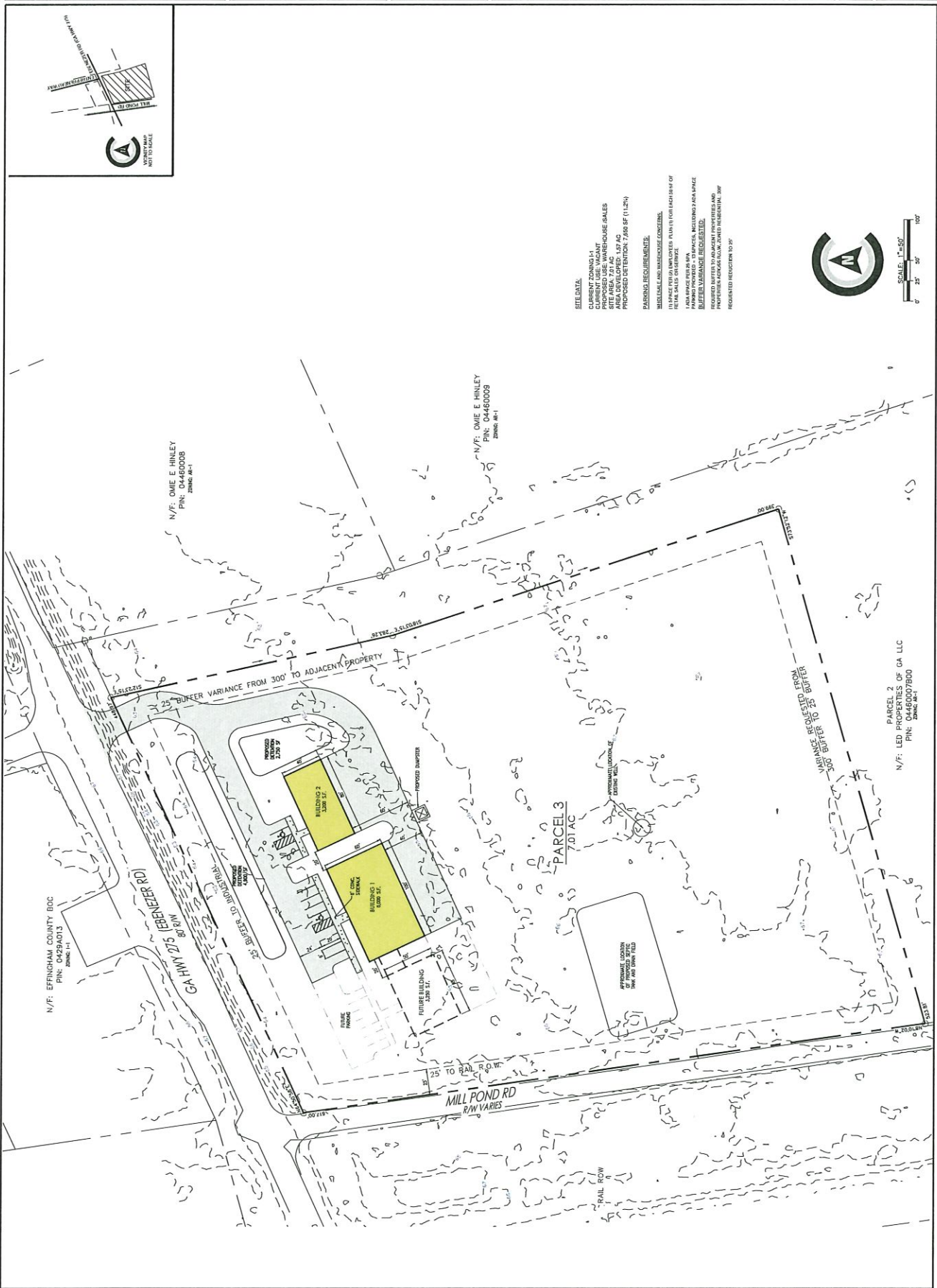
CONCEPTUAL PLAN
 PROPOSED WAREHOUSES
 1204 MILL POND RD.
 EFFINGHAM COUNTY, GEORGIA

REVISIONS:

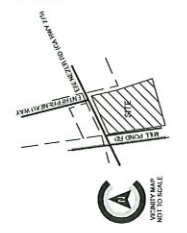
REV. 0000A IS EFFINGHAM COUNTY COMMENTS

NOT FOR CONSTRUCTION
 SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

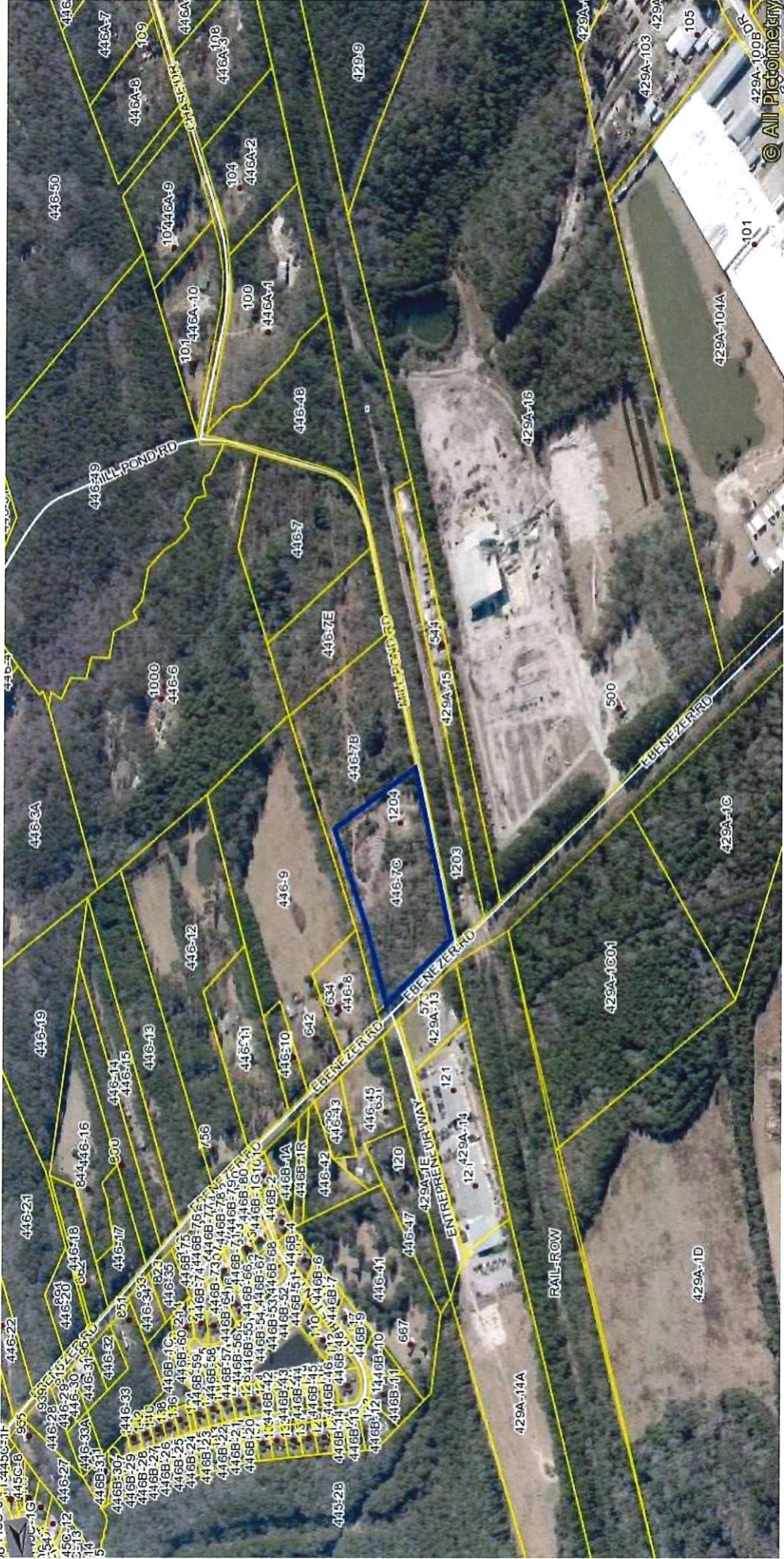
COLEMAN COMPANY
 ENGINEERS • SURVEYORS
 5170 Peachtree Dunwoody Rd., Suite 100
 Atlanta, Georgia 30328 (404) 251-1000



SITE DATA:
 CURRENT ZONING: I-1
 PROPOSED ZONING: I-1
 PROPOSED USE: WAREHOUSE SALES
 SITE AREA: 7.01 AC. ±
 PROPOSED DETENTION: 7,500 SF (11.24")
 PARKING REQUIREMENTS:
 MINIMUM LAND WAREHOUSE CONDITION:
 11 SPACES PER 10,000 SQ FT FOR EACH 10,000 SQ FT OF TOTAL SALES GENERATOR.
 PARKING PROVIDED: 43 SPACES, INCLUDING 3 ADA SPACES
 BUFFER VARIANCE REQUESTED:
 PROPOSED BUFFER VARIANCE FROM 300' BUFFER TO 25' BUFFER
 REQUESTED REDUCTION TO 20'

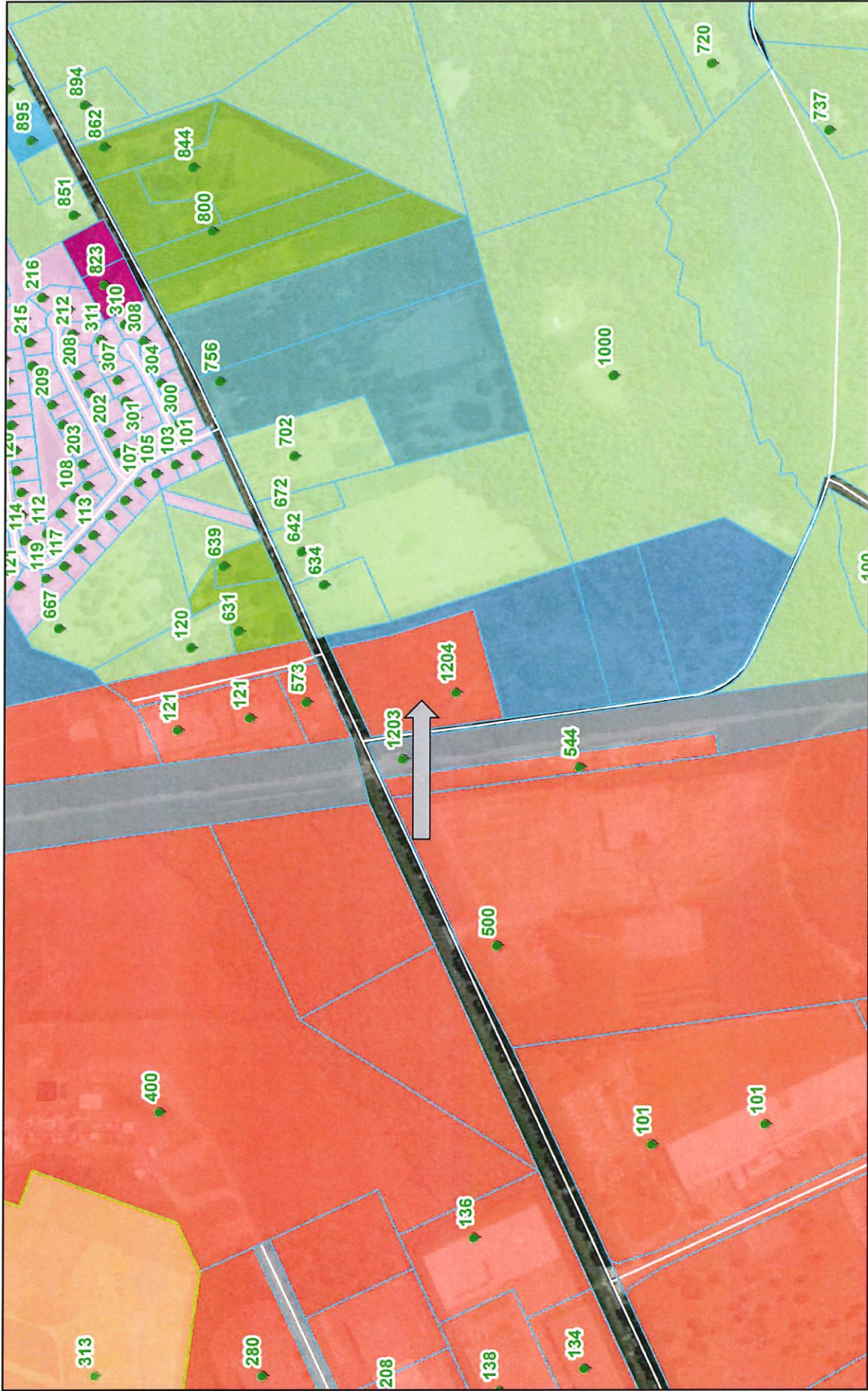


1204 MILL POND ROAD



Item XV. 20.

1204 MILL POND ROAD



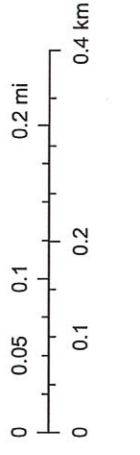
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- Municipal Boundaries
- Address Points
- Parcels2020
- Roads
- AR-2
- R-1
- R-2
- R-3
- R-6
- B-3
- I-1
- Other

Effingham County Zoning

AR-1

1:9,028



Maxar

349

Item XV. 20.

Minutes from the
May 4, 2020
Planning Board
&
May 19, 2020
Board of Commissioners
meetings

Eric Edwards - PUBLIC HEARING (12): The applicant requests to rezone 7 acres from R-1 to I-1 for [Map# 446 Parcel# 7] located at 1204 Mill Pond Road to allow for a commercial business Overhead Door Company". (Fourth District)

Mrs. Diane Proudfoot, Zoning Administrator read the Facts and Findings, and Staff Recommendations:

Facts and Findings:

- 11 -

"MINUTES OF THE EFFINGHAM COUNTY PLANNING BOARD – May 4, 2020"

The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Overhead Door Company is seeking to develop 7-acres of the property contingent upon rezoning approval. County water and sewer is not available to this site.

Staff Recommendation: Approval with the following stipulations:

1. Must meet the requirements of the I-1 zoning district, Article V. Uses Permitted in District / 5.12 – Industrial Districts.
2. Site development plans comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts permitted by USACE.
4. A subdivision plat must be approved by the Health Department and the Zoning Office.

No one was present to speak for or against the rezoning.

Chairman David Burns asked if the property had previously been zoned industrial, the consensus was it had. Mr. Peter Higgins observed that the property was surrounded by industrial zoning.

Mr. Peter Higgins made a motion to approve with Staff Recommendations. The motion was seconded by Mr. Alan Zipperer and carried unanimously.

ERIC EDWARDS – PUBLIC HEARING (38): The Planning Board recommends approving an application by Eric Edwards to rezone 7 acres out of 31.50 acres located at 1204 Mill Pond Road from R-1 to I-1 Map# 446 Parcel# 7 in the Fifth District

Commissioner Kieffer recused himself from voting on this item due to proximity to personal home.

Zoning Administrator Proudfoot explained Staff and Planning Board recommend approval with stipulations.

No one was present in favor or against the request. There was discussion to require the access to be from Ebenezer Road.

Commissioner Burdette made a motion to approve the request with the following Planning Board and Staff recommendations:

1. Must meet the requirements of the I-1 zoning district, Article V. Uses Permitted in District / 5.12 – Industrial Districts.
2. Site development plans comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts permitted by USACE.
4. A subdivision plat must be approved by the Health Department and the Zoning Office.
5. The access shall be from Ebenezer Road (Hwy 275).

MINUTES OF THE MAY 19, 2020 BOC MEETING (TELECONFERENCE - CONTINUED)

Page | 26

Vice Chairman Deloach seconded the motion. The motion carried unanimously.

ERIC EDWARDS – SECOND READING (39): Consideration to approve the Second Reading of an application by Eric Edwards to rezone 7 acres out of 31.50 acres located at 1204 Mill Pond Road from R-1 to I-1 Map# 446 Parcel# 7 in the Fifth District

Commissioner Kleffer recused himself from voting on this item.

Due to an added stipulation, (according to the Rules of Procedure) this item was automatically tabled to the June 2, 2020 Commission meeting.

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446-7C

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446-7C

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS K7M EFFINGHAM PROPERTIES, LLC, has filed an application for a variance from section 3.4 Buffers, to reduce the required buffers for an industrial property; map and parcel number 446-7C, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on May 3, 2022 and notice of said hearing having been published in the Effingham County Herald on April 6, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 30, 2022; and

IT IS HEREBY ORDAINED THAT a variance from section 3.4 Buffers, to reduce the required buffers for an industrial property; map and parcel number 446-7C, located in the 5th commissioner district is approved, with the following condition:

1. Required vegetative buffer is reduced from 300' to 25' along the eastern property boundary only. All other required buffers apply.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **K&M Effingham Properties, LLC** requests a **variance** from section 3.4 Buffers to reduce required vegetative buffers for an industrial property. Located at 1204 Mill Pond Road. **Map# 446 Parcel# 7C**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a **variance** from *section 3.4 Buffers* to reduce required buffers for an industrial property, to accommodate a proposed development.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The proposed business involves uses that did not fit into the B-3 zoning district, but required rezoning to I-1. The proposed uses may be considered a light industrial use. The required buffer between light industrial and R zoning districts is 300'.
- The parcels to the north and west are I-1. Parcels to the south and east are R-1. The proposed buffer reduction is from 300' to 25' along the south and east property boundaries with R zoning.
- The applicant elected to rezone only the 7-acre tract to I-1 (approved on 6/2/2020), and opted to leave a 61.52' strip of R zoned property along the eastern boundary in a plat recorded 8/11/2021, and subsequently re-subdivided, and recorded on 1/5/2022.
- The required buffer between the I-1 and AR zoning districts is 150'.
- The buffer requirements were discussed at the sketch plan pre-application meeting on 3/3/2022.
- The lot does not present any exceptional topographical features; it is merely too small to accommodate an industrial use and the required buffers. The solution would be to expand the parcel and expand south to allow for the buffer.
- Given the residential development to the east, on both sides of Ebenezer Road, there is no case to be made for reducing the I-1 to R buffer requirement. The solution is to increase the size of the project site to allow for inclusion of a vegetative buffer substantial enough to screen the industrial use and allow for stormwater filtration. Removing the R-1 strip to the east would reduce the buffer requirement to 150' against the AR-1 parcel.
- At the April 18 Planning Board meeting, Ryan Thompson made a motion to **approve** the request for a variance from *section 3.4*, to reduce required buffers for an industrial property, and added the following condition:
 1. Required vegetative buffer is reduced from 300' to 25' along the eastern property boundary only. All other required buffers apply.
- The motion was seconded by Brad Smith, and carried by a 4/1 vote.

Alternatives

1. **Approve** request for a **variance** from *section 3.4 Buffers* to reduce required buffers for an i property, with the following Planning Board recommendations:

1. Required vegetative buffer is reduced from 300' to 25' along the eastern property boundary only. All other required buffers apply.

2. **Deny** the request for a **variance** from *section 3.4 Buffers*.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

Staff Report

Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 3, 2022
Item Description: **Linda Sims** as Agent for **K&M Effingham Properties, LLC** requests approval of a **sketch plan** for: "ACTION OVERHEAD DOOR WAREHOUSES." Located at 1204 Mill Pond Road, zoned **I-1. Map# 446 Parcel# 7C**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a **sketch plan** for "ACTION OVERHEAD DOOR WAREHOUSES".

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The proposed industrial development will be served by private well and septic system, as Springfield has declined service.
- The industrial development will be served by a single driveway on Ebenezer Road. Staff requested that the driveway line up with Entrepreneur Way, across Ebenezer Road.
- The site plan does not support the required buffers between AR/R and I-1 zoning districts.
- Staff recommends denial of the request for a variance to reduce the required buffers, and therefore cannot recommend approval of the sketch plan as presented.
- At the March 3, 2022 pre-application meeting, we discussed buffers, stormwater management, the site development review process, and access management. Access to Ebenezer Road / Hwy 275 will require a GDOT encroachment permit.
- If approved, staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the April 18 Planning Board meeting, Ryan Thompson made a motion to **approve** the sketch plan for "ACTION OVERHEAD DOOR WAREHOUSES".
- The motion was seconded by Alan Zipperer, and carried by a vote of 4/1.

Alternatives

- Approve** the **sketch plan** for: "ACTION OVERHEAD DOOR WAREHOUSES".
- Deny** the **sketch plan** for: "ACTION OVERHEAD DOOR WAREHOUSES".

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph
 2. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision _____

Name of Applicant/Agent Linda Sims Phone 912-200 3041

Company Name Coleman Company, Inc

Address 1480 Chatham Parkway Savannah, GA 31405

Owner of Record K: M Effingham Properties Phone 912-659-8352

Address P.O. Box 249 Rincon, GA 31326

Engineer Coleman Company Inc Phone (912) 200 3041

Address 1480 Chatham Parkway Suite 100 Savannah, GA 31405

Surveyor Adolph N. Michelis & Assoc. Phone (912) 829-3972

Address 736 Sandy Ridge Rd. Sylvania, GA 30467

Proposed water DEEP WELL Proposed sewer SEPTIC TANK

Total acreage of property 7.01 Acreage to be divided N/A Number of Lots Proposed N/A

Current Zoning LIGHT INDUSTRIAL Proposed Zoning N/A Tax map - Block - Parcel No 04460007-3

Are any variances requested? yes If so, please describe: Reduction of 300'

Buffer to Residentially zoned property to 25'

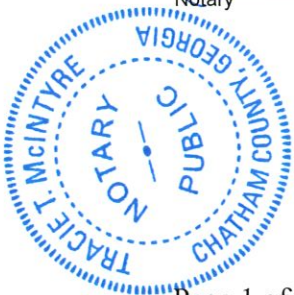
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 8th day of MARCH, 2022

Tracie T. McIntyre
Notary

Eric S. Edwards
Applicant
ERIC S. EDWARDS
Owner

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY	
Subdivision Name: _____	Project Number: _____
Date Received: _____	Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1. Proposed name of development.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Names, addresses and telephone numbers of owner and applicant.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3. Name, address and telephone number of person or firm who prepared the plans.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4. Graphic scale (approximately 1"=100') and north arrow.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5. Location map (approximately 1" = 1000').
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6. Date of preparation and revision dates.
<input type="checkbox"/>	<input type="checkbox"/>	7. Acreage to be subdivided. <i>n/a</i>
(b) Existing Conditions:		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1. Location of all property lines.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Existing easements, covenants, reservations, and right-of-ways.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3. Buildings and structures. <i>n/a</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5. Existing utilities including water, sewer, electric, wells and septic tanks.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6. Natural or man-made watercourses and bodies of water and wetlands. <i>n/a</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7. Limits of floodplain. <i>n/a</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8. Existing topography.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9. Current zoning district classification and land use.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1. Layout of all proposed lots.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3. Proposed zoning and land use.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4. Existing buildings and structures to remain or be removed.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6. Proposed retention/detention facilities and storm-water master plan.

<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 8th day of March, 2022

Tracie T. McIntyre
Notary

[Signature]
Applicant
ERIC S. EDWARDS
Owner
[Signature]



Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



March 16, 2022

Eric Edwards
Action Overhead Door
145 Industrial Blvd
Rincon GA, 31326

**RE: Ebenezer Road
Parcel 446-7C
Water & Sewer Availability & Capacity Letter**

To Whom It May Concern:

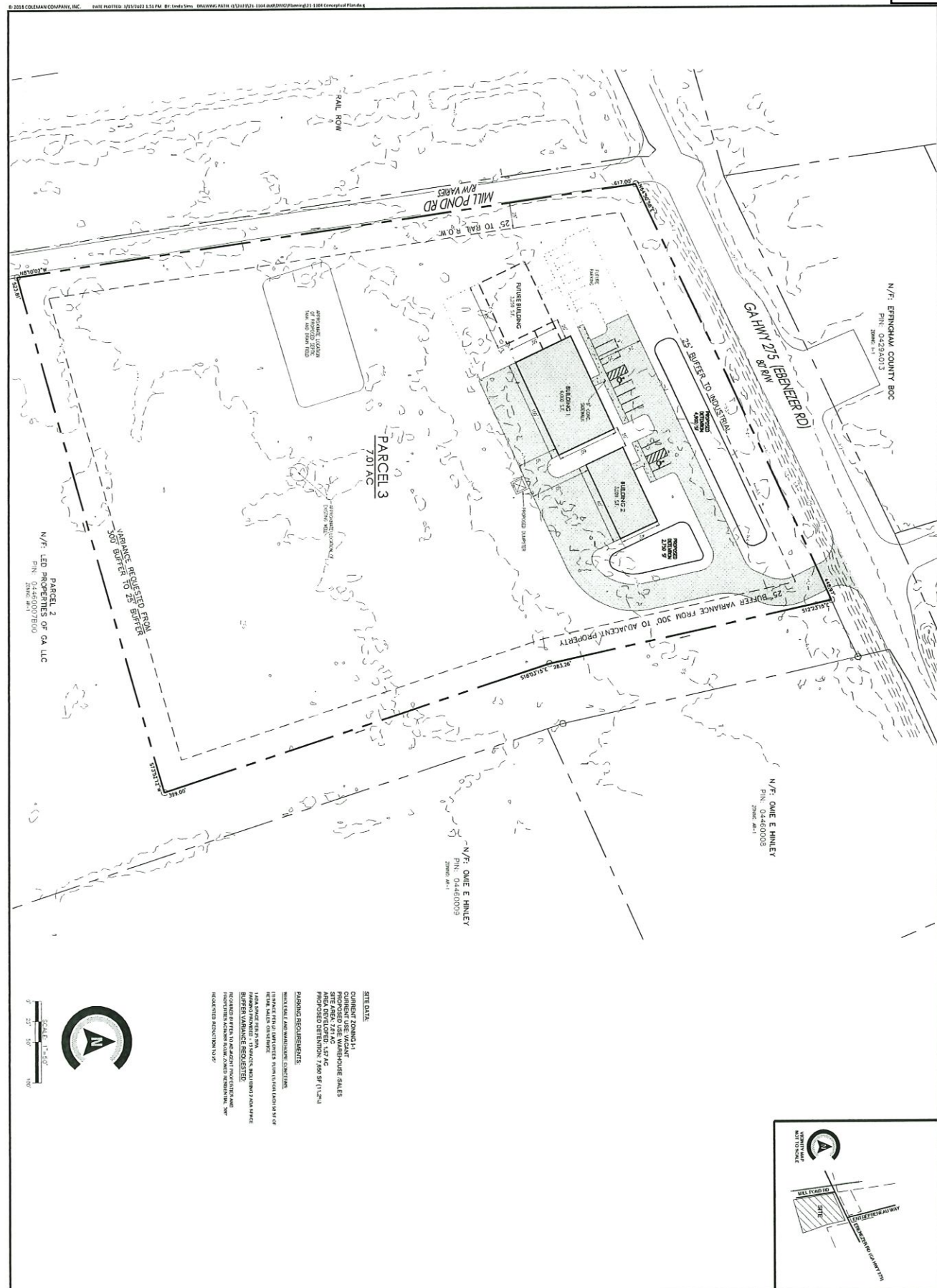
Water and sewer services will not be furnished to the proposed development at this location.

If I may be of further assistance, please contact me at (912)754-7617 or mmorris@springfieldga.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew A. Morris", is written over the typed name.

Matthew A. Morris
City Manager



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SITE DATA:
 PROPOSED PARCELS:
 CURRENT USE: WAREHOUSE SALES
 AREA TO BE OPENED: 1.57 AC
 PROPOSED DETENTION: 758 SF (11.2%)
PARKING REQUIREMENTS:
 1.57 AC x 100 SPACES/AC = 157 SPACES
 758 SF x 1 SPACES/100 SF = 7.58 SPACES
 TOTAL REQUIRED PARKING SPACES: 164.58 SPACES
 164.58 SPACES / 1.57 AC = 105 SPACES/AC
 105 SPACES/AC > 100 SPACES/AC
 THEREFORE, THE PROPOSED DEVELOPMENT MEETS THE MINIMUM PARKING REQUIREMENTS.
 NOTES:
 1. THIS CONCEPTUAL PLAN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
 3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
 4. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.



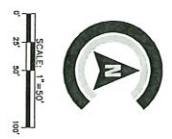
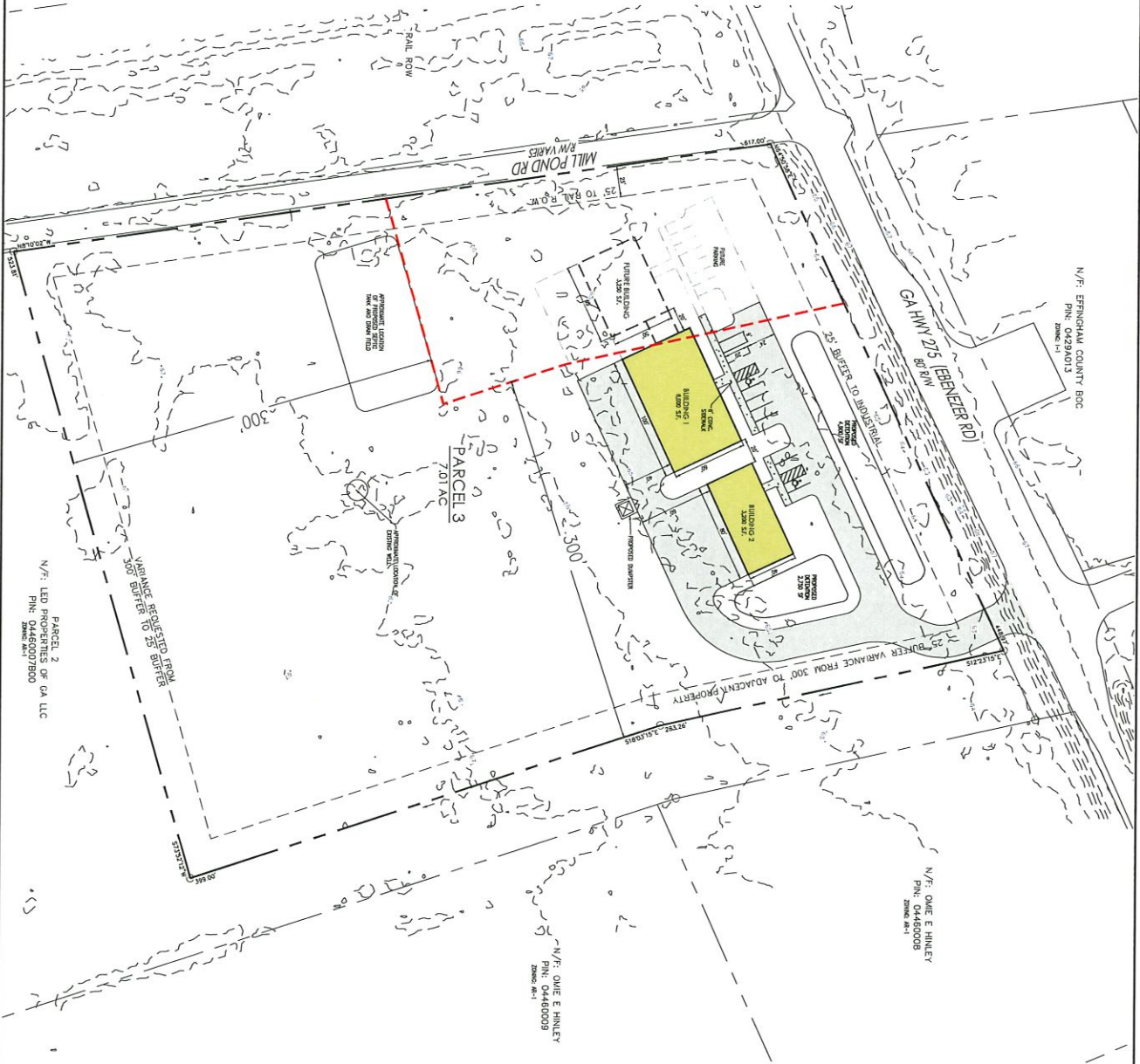
CONCEPTUAL PLAN
 SHEET: CP1.0
 JOB NUMBER: 21-1104
 DATE: 03/14/2022
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS NOTED

CONCEPTUAL PLAN
 PROPOSED WAREHOUSES
 1204 MILL POND RD.
 EFFINGHAM COUNTY, GEORGIA

NOT FOR CONSTRUCTION
 SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

COLEMAN COMPANY
 ENGINEERS • SURVEYORS
 Savannah, Georgia | (912) 200-3041 | COL@AV.COM

© 2013 COLEMAN COMPANY, INC. DATE PLOTTED: 01/15/2012 1:53 PM BY: land@cc.com DRAWING PATH: G:\SITE\1-1104\000\DWG\CONCEPT\1-1104 Conceptual Plan.dwg



SITE DATA
 CURRENT ZONING: I-1
 PROPOSED USE: WAREHOUSE SALES
 ACREAGE: 7.01 AC
 AREA: 48,573 SQ FT
 PROPOSED DEFINITION: 7,869 SF (11.2%)

ZONING REQUIREMENTS
 MINIMUM LOT AREA: 10,000 SQ FT
 MINIMUM LOT WIDTH: 100 FT
 MINIMUM LOT DEPTH: 100 FT
 MINIMUM SETBACK: 25 FT
 MINIMUM FRONT YARD SETBACK: 25 FT
 MINIMUM SIDE YARD SETBACK: 25 FT
 MINIMUM REAR YARD SETBACK: 25 FT
 MINIMUM SIDE SETBACK: 25 FT
 MINIMUM REAR SETBACK: 25 FT
 MINIMUM FRONT SETBACK: 25 FT
 MINIMUM SIDE SETBACK: 25 FT
 MINIMUM REAR SETBACK: 25 FT
 MINIMUM FRONT SETBACK: 25 FT
 MINIMUM SIDE SETBACK: 25 FT
 MINIMUM REAR SETBACK: 25 FT



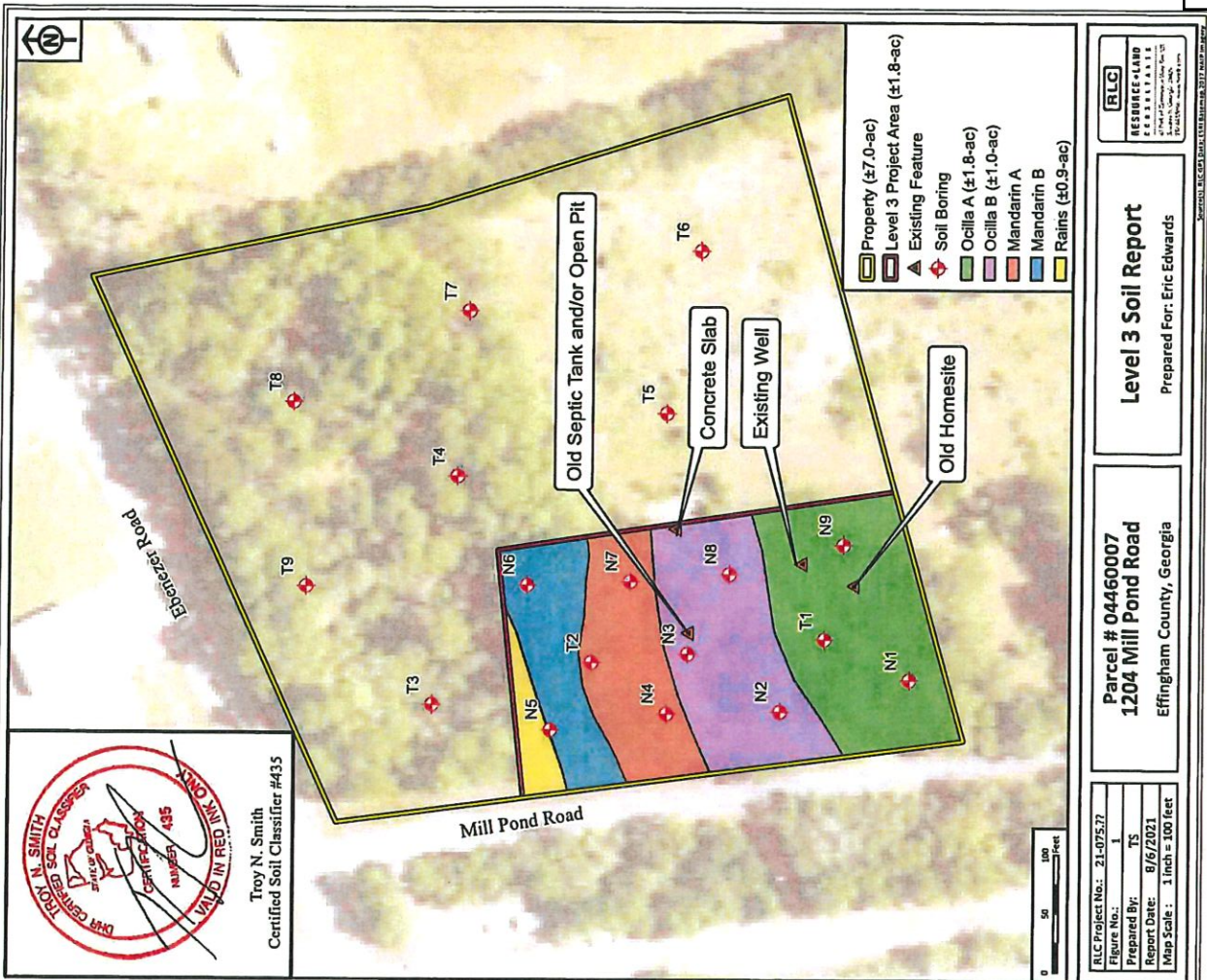
SHEET: CPI.0	CONCEPTUAL PLAN	JOB NUMBER: 21-1104
		DRAWN BY: 09/14/2012
		CHECKED BY: STAFF

CONCEPTUAL PLAN
PROPOSED WAREHOUSES
 1204 MILL POND RD.
 EFFINGHAM COUNTY, GEORGIA

REVISIONS:	REV. 002/2012 BY EFFINGHAM COUNTY COMMISSIONERS
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NOT FOR CONSTRUCTION
 SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION





TROY N. SMITH
 TROY'S CERTIFIED SOIL CLASSIFIER
 NUMBER 435
 VALID IN RED

Troy N. Smith
 Certified Soil Classifier #435

RLG
 RESOURCE-LAND CONSULTANTS
 1174 Peachtree Dunwoody Ave., N.E.
 Atlanta, Georgia 30328
 Phone: 404.252.1100
 Fax: 404.252.1101
 www.rlg.com

Level 3 Soil Report
 Prepared For: Eric Edwards

Parcel # 04460007
1204 Mill Pond Road
 Effingham County, Georgia

RLC Project No.: 21-075.77
 Figure No.: 1
 Prepared By: TS
 Report Date: 8/6/2021
 Map Scale: 1 inch = 100 feet

County:	Effingham	Date:	8/6/2021					
Owner:	Eric Edwards	RLC Project Number:	21-250					
Mailing Address:	145 Industrial Blvd, Rincon, GA 31326	Phone Number:	912-826-3505					
Legal:	a portion of 30.50 AC (SPLIT 446-7A) PLAT 28/726	Email:	MMccall@actionohd.com					
Site Location:	1204 Mill Pond Road	Parcel Number:	4460007					
Scale:	1 inch = 100 feet	Intensity Level of Investigation:	Level 3					
Soil Series	Slope % (range)	Depth to Seasonal High Water Table (inches)	Absorption Rate at Recommended Trench Depth (in/min)	Recommended Trench Depth (inches)	Suitability Code and installation information	Recommended Height of Mound (inches) with 12-in system height	Recommended Height of Mound (inches) with 9-in system height	Depth of Topsoil (inches) (* includes system height)
Ocilla A	0-1	30	20	6	C	18	15	6-10
Ocilla B	0-1	24	20	0	C	24	21	6-10
Mandarin A	0-3	24	25	0	C	24	21	16-20*
Mandarin B	0-3	18	25	+6	C	30	27	18-22*
Rains	0-3	<12	n/a	n/a	F	n/a	n/a	10-12

All recommendations are based off existing soil surface.
 Area utilized for absorption fields should be shaped for rapid runoff.

Soil Suitability Codes
 Because of shallow water tables these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation.

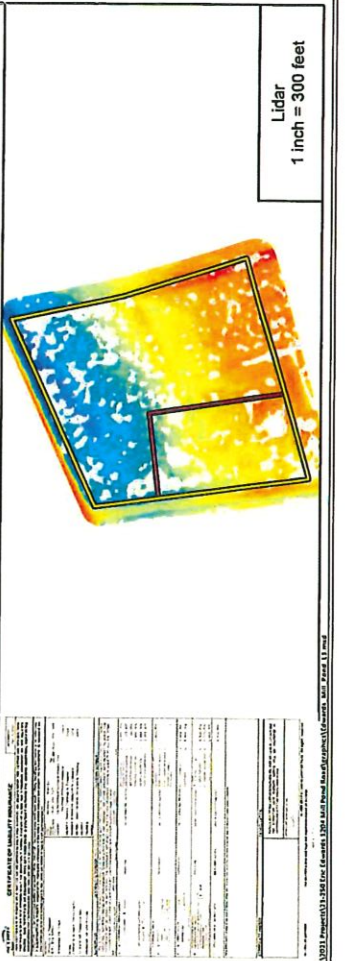
F Because of soil limitations, these soils are unsuitable for installation of an on-site system.

Site Specific Notes

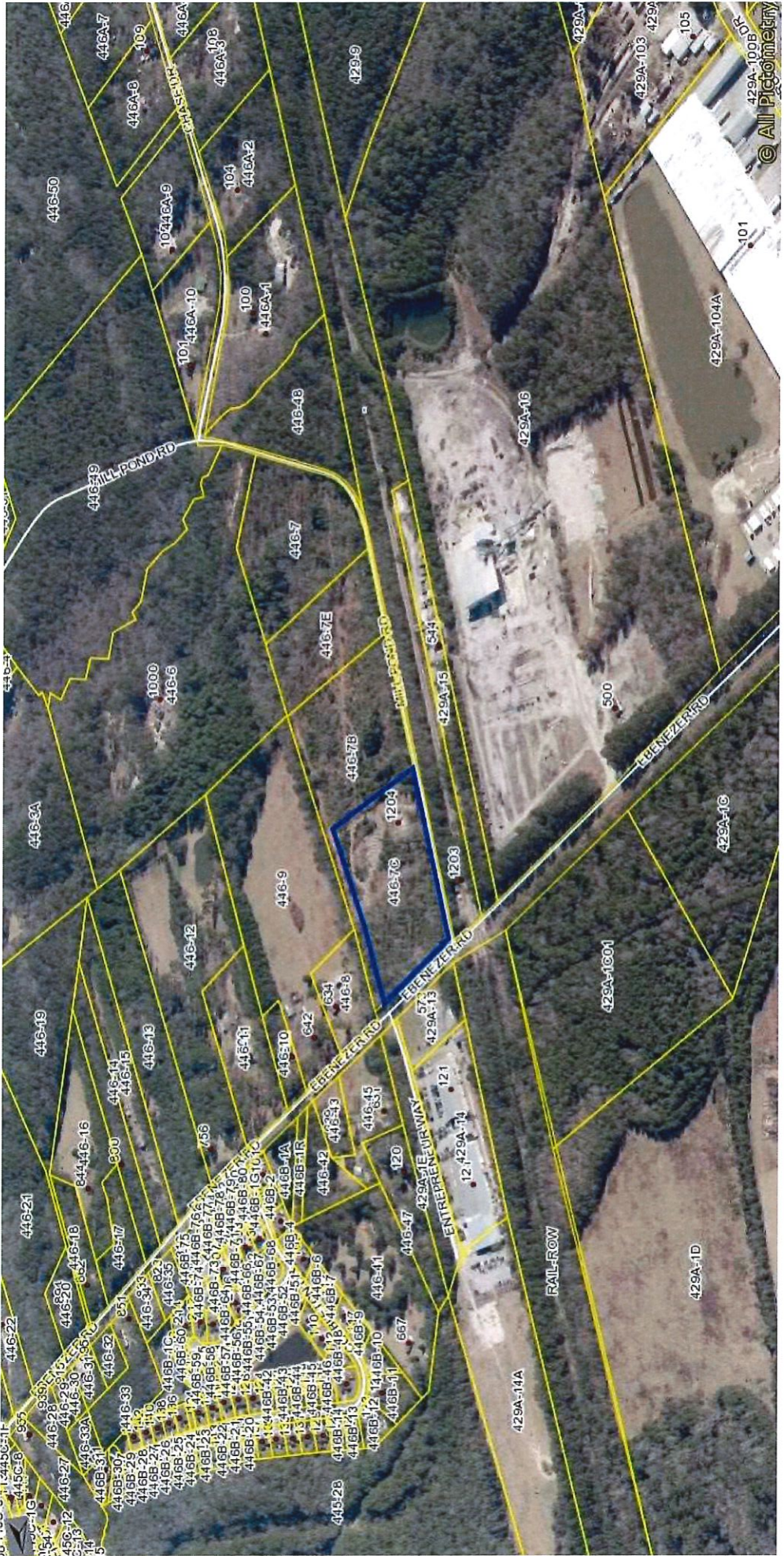
- Different products could affect the recommended trench depth and/or mound height.
- Ocilla soils have ±6-10 inches of topsoil. If the proposed system is within or above this layer, it should be mucked out and stored onsite. After the mound has been constructed to the recommended height, the topsoil should be put over the top of the mound.
- Mandarin soils have ±16-22 inches of combined topsoil and spodic material (Bh). These layers should be mucked of the system footprint. After the mound has been constructed to the recommended height, the topsoil should be put over the top of the mound.
- Keep heavy equipment from parking and driving on the septic area which could cause compaction of the soils.
- The absorption fields should not be installed during wet or rainy periods which could result in reduced system performance due to damage of the soil structure.
- No bedrock was encountered within 60 inches of the existing soil surface.

The information in this soil report is based on pedons classified in the field by hand auger borings. Soil borings were located using a EOS Arrow 100 sub-mator GPS using real-time SBASS correction. RLC produces soil surveys that meet or exceed all standards in the Manual for On-Site Sewage Management System, published by the GA-DPH. Soil boundary lines should be considered as a transition zone where one soil type transitions into another soil type, not an exact boundary. System should not be placed within 10-foot of unsuitable boundary line.

Recommendations are site specific and if not followed will void this report. All recommendations are based on installation from the original soil surface unless otherwise stated. Any changes or alterations made to this soil map or interpretations without written consent of RLC voids the seal of the Soil Scientist. If the site is disturbed from cutting or filling after the date of site visit, the Soil Scientist whose seal is affixed to this report and his recommendations are null and void. Your local Health Department holds full authority in the permitting of on-site disposal systems and may view the soil conditions differently than the Soil Classifier and will have the final say in their county. RLC does not design, install, maintain or permit on-site disposal systems.

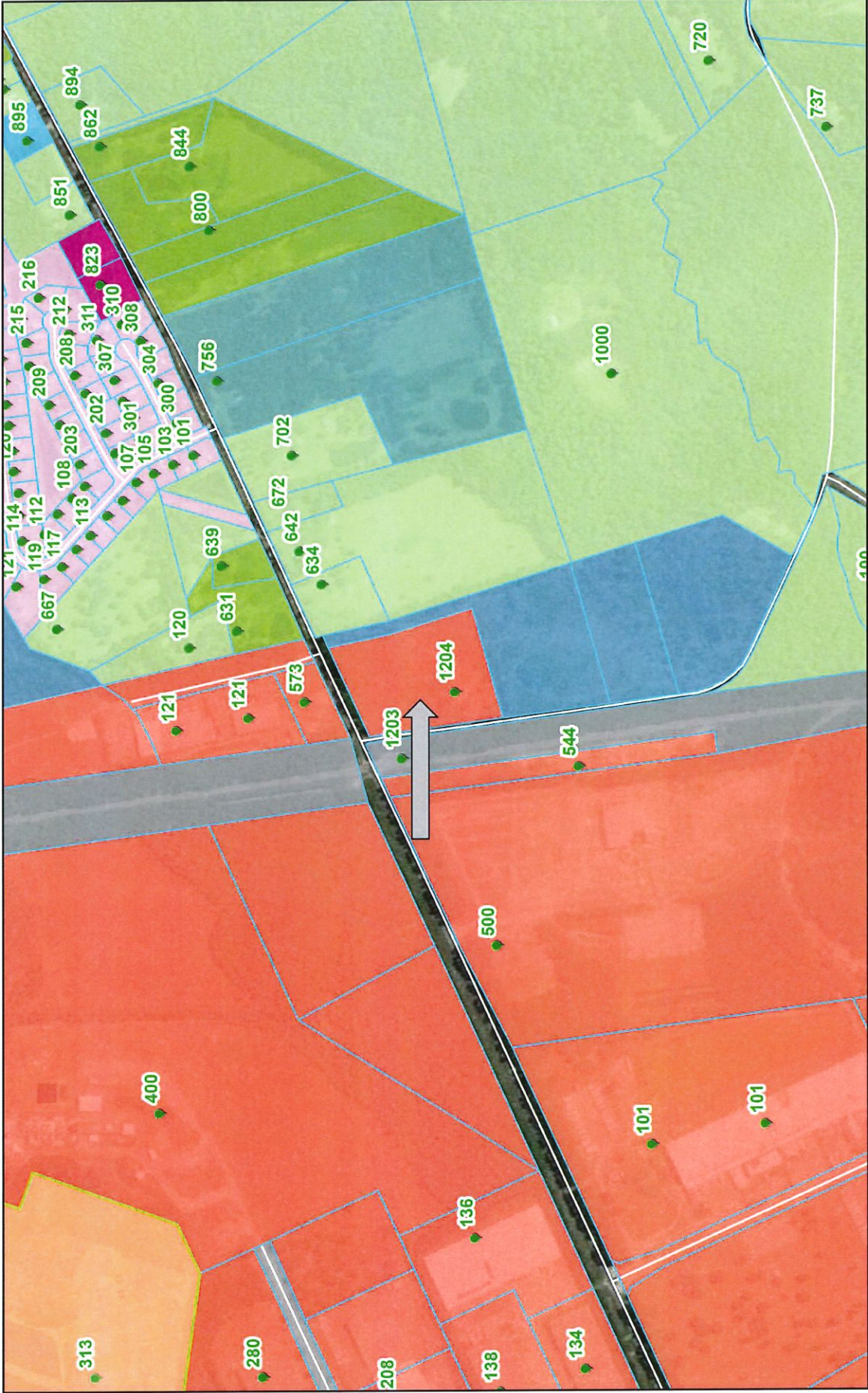


1204 MILL POND ROAD



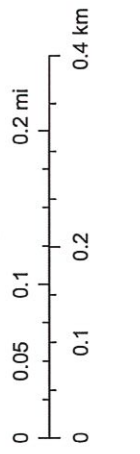
1204 MILL POND ROAD

Item XV. 22.



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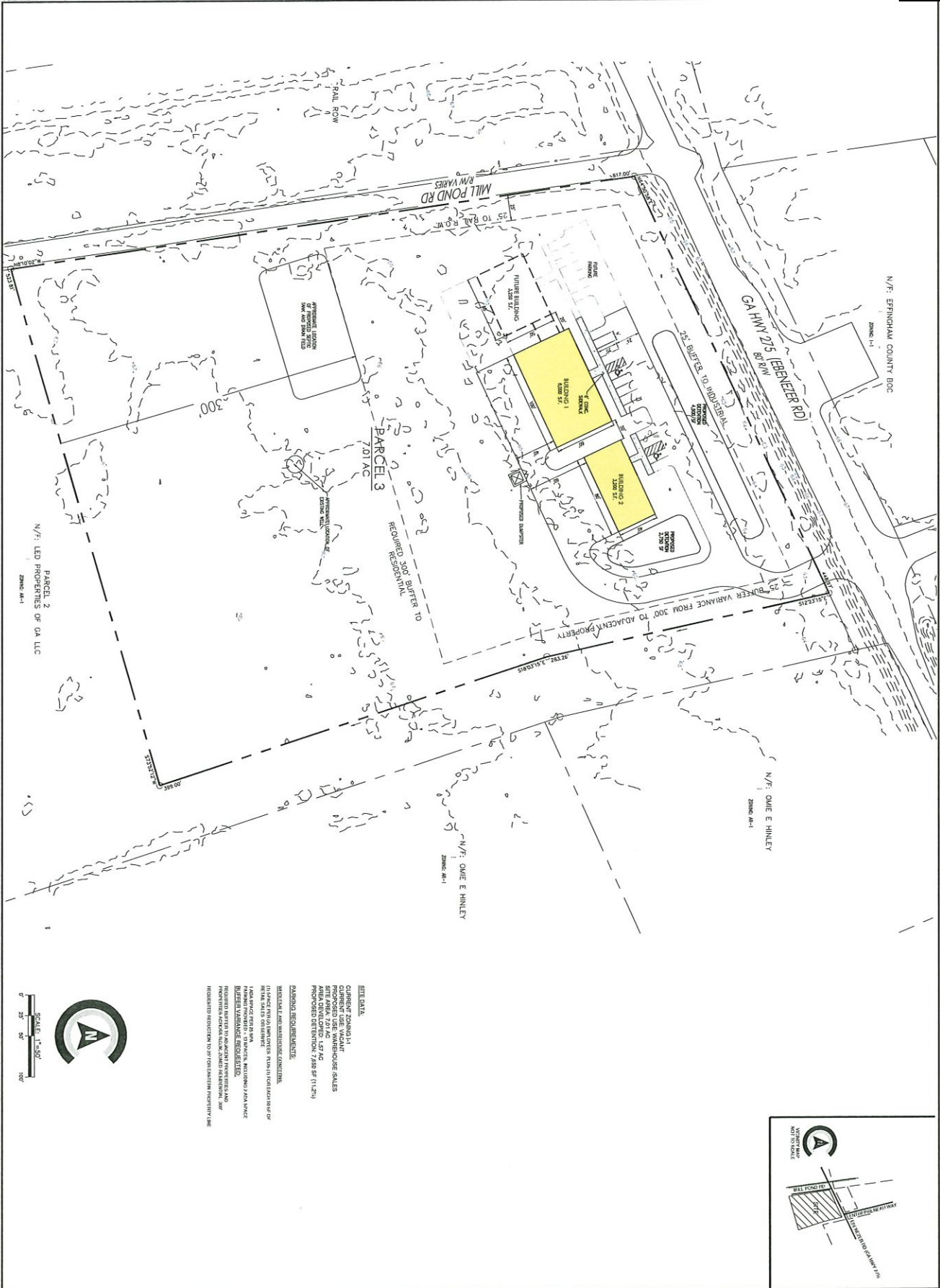


- Municipal Boundaries
- I-1
- R-3
- AR-2
- R-1
- R-2
- R-6
- B-3
- Other
- AR-1
- Address Points
- Parcels2020
- Roads

365

Revised Sketch Plan
Submitted
4/26/2022

© 2018 COLEMAN COMPANY, INC. DATE PLOTTED: 02/21/2022 8:00 AM BY: Michael Carter & CHAIRMAN PATH 01/2022021-1304-000-0000/Plan001/311304 Concept Plan 2022.02.21.00



SITE DATA:
 CURRENT ZONING: L1
 CURRENT USE: VACANT
 PROPOSED USE: WAREHOUSE SALES
 AREA DEVELOPED: 1.57 AC
 PROPOSED DEVELOPMENT: 2 BLDGS
 PHOSPHORUS OUTFLOW: 1.68 LB OF P (1.27%)

PARKING REQUIREMENTS:
 MINIMUM 1.0 AMBUSHOUR CONDITIONS
 1.0 CAR PER 1,000 SF (1.0 CAR PER 1,000 SF) FOR EACH SIDE OF
 1.0 CAR PER 1,000 SF (1.0 CAR PER 1,000 SF) FOR EACH SIDE OF
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REVISIONS:
 REVISION NO. DESCRIPTION
 1.00 CONCEPTUAL PLAN



SHEET: CP1.0

JOB NUMBER: 21-1104
 DATE: 04/21/2022
 CHECKED BY: MJC
 SCALE: AS SHOWN

CONCEPTUAL PLAN
PROPOSED WAREHOUSES
 1204 MILL POND RD.
 EFFINGHAM COUNTY, GEORGIA

REVISION NO.	DESCRIPTION
1.00	CONCEPTUAL PLAN

NOT FOR CONSTRUCTION

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

