



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

**November 15, 2022 – 5:00 PM**  
 Effingham County Administrative Complex  
 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."

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**Agenda**

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- 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 October 3, 2022 special work session minutes and the October 4, 2022 regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Appearance - 5:15 pm**  
 Kelsie Glasco to discuss Keller Road
- X. Unfinished Business** - contains items held from a previous agenda
  - 1. [2022- 608 Ordinance/Second Reading] Teresa Concannon**  
 Consideration to approve the Second Reading of an Ordinance to amend **Article II – Definitions; Article V - Uses Permitted in Districts, Section 5.6 - R-3 Multifamily Residential, Section 5.8 - R-6 Single Family Residential, and Section 5.17. R-5 Single**

**Family Traditional Neighborhood Design residential district** of the Code of Ordinances *(1st reading approved 11/01/2022)*

2. **[2022-603 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by The McGraley Co., as Agent for **Charles Layton** to rezone 65.29 of 97.36 acres located on McCall Road and Racepath Road from AR-1 to I-1, to allow for a surface mine **Map# 391 Parcels# 11C & 11F, Map# 412 Parcel# 24** in the Fourth District *(this item was postponed at the November 1, 2022 meeting)*

3. **[2022-604 Second Reading]**

Consideration to approve the Second Reading of an application by The McGraley Co., as Agent for **Charles Layton** to rezone 65.29 of 97.36 acres located on McCall Road and Racepath Road from AR-1 to I-1, to allow for a surface mine **Map# 391 Parcels# 11C & 11F, Map# 412 Parcel# 24** in the Fourth District *(this item was postponed at the November 1, 2022 meeting)*

4. **[2022-605 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by The McGraley Co. as Agent for Richard Hall to rezone 27.17 of 64.8 acres located on Horse Pen Road from AR-1 to I-1, to allow for a surface mine Map# 394 Parcels# 29 & 30 in the Fourth District

5. **[2022-606 Second Reading]**

Consideration to approve the Second Reading of an application by The McGraley Co. as Agent for Richard Hall to rezone 27.17 of 64.8 acres located on Horse Pen Road from AR-1 to I-1, to allow for a surface mine Map# 394 Parcels# 29 & 30 in the Fourth District

**XI. New Business**

1. **[2022-609 Refund Request]** *Jennifer Keyes*

Consideration to approve a Tax Refund to Rex Allan Husband related to a property located at 213 Zittrouer Road, **Map# 374A Parcel# 023**

2. **[2022-610 Task Order]** *Alison Bruton*

Consideration to approve Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion design and construction management

3. **[2022-611 Task Order]** *Alison Bruton*

Consideration to approve Task Order 23-REQ-008 with Hussey Gay Bell for the Historic Central School renovation/restoration design and construction management

4. **[2022-612 Change Order]** *Alison Bruton*

Consideration to approve to amend Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

5. **[2022-613 Letter]** *Alison Bruton*

Consideration to approve a Letter of Intent for a Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Department of Juvenile Justice, Lease #8588



6. **[2022-614 Discussion]** *Teresa Concannon*

Discussion on revisions to Definitions and I-1 Zoning Districts

7. **[2022-615 Resolution]** *Teresa Concannon*

Consideration approve Resolution# 022-051 to approve a moratorium on rezoning for I-1 Industrial development, for a period of fifty (50) days

8. **[2022-616 Meeting]** *Stephanie Johnson*

Consideration to approve to cancel the December 20, 2022 Board of Commissioners Meeting

**XII. Reports from Commissioners & Administrative Staff**

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

**XIV. Executive Session Minutes** - No executive session was held, no minutes to be approved.

**XV. Adjournment**

**Staff Report**

**Subject:** Amendments to Article II – Definitions; Article V - Uses Permitted in Districts, Section 5.6. R-3 Multifamily; and Section 5.8. R-6 Single Family Residential

**Author:** Teresa Concannon, AICP, Planning Manager

**Department:** Development Services

**Meeting Date:** November 15, 2022

**Item Description:** Consideration of the second reading to amend Article II – Definitions; Section 5.6. R-3 Multifamily; and Section 5.8. R-6 Single Family Residential; and add a new Section 5.17. R-5 Single Family Traditional Neighborhood Design residential district.

**Summary Recommendation:** In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised Definitions, and R-3 and R-6 zoning districts, and the new R-5 zoning district.

**Executive Summary/Background:**

- The revisions include an update and expansion of Zoning Ordinance definitions, to clarify the county’s interest in promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county:
- Expanded information and guidance for development in the R-3 zoning district:
  - Define townhouse development standards
- Eliminate future rezoning to R-6.
- Create new R-5 single family TND zoning district:
  - Planned single family home communities (build to rent) requirements.
  - Design requirements including street width requirements, curb and gutter requirement; buffer and landscaping requirement for lots parallel to existing arterial, collector, and local roads.
  - Development standards for exterior materials, design, and landscaping.

**Alternatives for Commission to Consider**

1 – Approve amendments to Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential, and new zoning district Section 5.17. R-5 Single Family Traditional Neighborhood Design residential district.

2 – Take no action.

**Recommended Alternative: 1**

**Other Alternatives: N/A**

**Department Review:** Development Services; County Attorney

**Funding Source:** N/A

**Attachments:**

1. Proposed ordinance revisions - 2<sup>nd</sup> Reading

AMENDMENT TO ARTICLE II and V  
OF THE EFFINGHAM COUNTY ZONING ORDINANCE

AN ORDINANCE TO AMEND ARTICLE II and ARTICLE V OF THE EFFINGHAM COUNTY ZONING ORDINANCE 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:

The following text is deleted in its entirety and replaced with the following:

**ARTICLE II. - DEFINITIONS**

For the purpose of the administration and enforcement of this ordinance, and unless otherwise stated in this ordinance, the following words shall have a meaning as indicated herein.

Words used in the present tense shall include the future tense; words used in the singular number shall include the plural number; words used in the plural number shall include the singular number; the word "shall" is mandatory, not directory.

*2.1 Accessory buildings.* A secondary residence, garage, or other building or structure subordinated to and not forming an integral part of the main or principal building on a lot or parcel but pertaining to the use of the main building.

*2.2 Advertising signs.* A surface whereon advertising material is set in public view, including reference to any use of premises whereon it is displayed or posted.

*2.3 Alley.* A narrow thoroughfare dedicated or used for public passageway up to 20 feet in width, which usually abuts the rear of the premises, or upon which service entrances or buildings abut, and which is not generally used as a thoroughfare by both pedestrians and vehicles, is not used for general traffic, and is not otherwise officially designated as a street. A way which affords only a secondary means of access to abutting property.

*2.4 Alteration.* Any change in the arrangement of a building, including any work affecting the structural parts of a building; or an enlargement; or any change in wiring, plumbing, heating, or cooling system; and includes the words "to alter" and "alter."

*2.5 Apartment building.* A building which is used or intended to be used as a home or residence for more than two families living in separate quarters.

*2.6 Automotive sales, services, and storage.* The sale, service, or storage of new or used automobiles, including paint and body repair shops. Any business that stores automobiles shall only store automobiles that will be put back in use on the roadways of the United States.

*2.6.5 Bed and breakfast lodging facility.* A transient accommodation with on site staff that provides no more than nine guestrooms. At least one meal shall be offered and served on the premises to registered evening guests. The facility must meet all requirements of the Effingham County Health Department parking requirements shall be the same as for hotels and motels.

2.7 *Boat house.* A house or shed for sheltering one or more boats.

2.8 *Boundary of district.* The centerline of a street or right-of-way or the centerline of an alleyway between the rear or side property lines, or, where no alley or passageway exists, the rear or side property lines or all lots bordering on any zoning district limits or any zoning district boundary shown on the maps adopted by section 4.2.

2.9 *Buildable area.* That portion of any lot which may be used or built upon in accordance with the regulations governing the given zoning district within which the particular lot is located, once the various front, side, and rear yard requirements required for the district have been subtracted from the total lot area.

2.10 *Building.* Any structure having a roof entirely separated from any other structure by space or by walls, having no communicating doors or windows or similar opening, and being erected for the purpose of providing support of shelter for persons, animals, things, or property of any kind, and having a foundation to which it is anchored.

2.11 *Building height.* The height of a building with a gabled or hip roof shall be the vertical distance measured from the average elevation of the finished building site to the top of the roof of the uppermost story or to the deck line of a mansard roof. The height of a building with a flat or nearly flat roof, less than seven degrees from the horizontal, shall be measured from the footing as stated above to the highest point of the roof.

2.12 *Building line.* A line delineating the minimum allowable distance between the street right-of-way and nearest extreme projection of a building (including all areas covered by any vertical projections to the ground or overhang, walls, roof, or any other part of the structure).

2.13 *Building site.* The ground area of a building or buildings together with all open spaces surrounded by said building or buildings.

2.14 *Building inspector.* Any person hired by the county commissioners to inspect, determine compliance with, and render minor decisions concerning the compliance of structures and lots within Effingham County.

2.15 *Camper.* A motor home, tent, trailer, or other self-contained vehicle designated for recreational purposes.

2.16 *Care homes.* Includes rest and nursing homes, convalescent homes, and boarding homes for the aged established to render nursing care for chronic or convalescent patients, but excludes facilities for care of active or violent patients such as feebleminded or mental patients, epileptics, alcoholics, senile psychotics, or drug addicts.

2.17 *Centerline, highway.* The line running parallel with the highway right-of-way which is halfway the distance between the extreme edges of the official right-of-way width as shown on maps approved by the county tax assessor.

2.18 *Certified survey.* A survey, sketch, plat, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specified professional engineer, registered surveyor, architect, or other legally recognized person.

2.19 *Church.* A legally approved structure and its accessory buildings used and approved on a permanent basis, primarily for the public worship of God.

2.20 *Club, private.* An organization or association of persons for some common purpose, such as, but not necessarily limited to, a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations must be incorporated under the laws of Georgia as nonprofit corporations and such corporations' major purpose shall not be for the purpose of serving alcoholic

beverages to its members or others. This may not be located on, or in connection with any commercial activity.

2.21 *Commissioners.* The board of commissioners of Effingham County, which is the local governing authority for Effingham County.

2.21.1 *Common outdoor open space.* areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.

2.22 *Conditional use.* Those uses allowed within a district, only after specific requirements are met. The commissioners at their discretion may require additional restraints, restrictions, qualifications, or limiting factors upon a specific use so that it becomes acceptable. A public hearing shall be required with regard to all proposed conditional uses.

2.22A *Culvert.* A sewer or drain crossing under a road, driveway, or embankment.

2.23 *Density.* The number of units or buildings per acre, or the number of people per unit, building, acre, or mile; the quantity of people, structures, or units within a specified area.

2.24 *Depth of lot.* The depth of lot is the depth between its mean front street line and its mean rear line, measured along the median between the two side lot lines.

2.25 *Dwelling.* A building or portion of a building arranged or designed to provide living quarters for one or more families on a permanent or long-term basis.

2.25.1 *Condominium.* A building or series of buildings on the same lot or portions thereof containing more than one dwelling unit under separate ownership with joint ownership of common open spaces.

2.25.2 *Duplex.* A residential building designed for, or used as, the separate homes or residences of two separate and distinct families, but having the appearance of a single-family dwelling unit. Each individual unit in the duplex shall comply with the definition of single-family detached dwelling.

2.25.3 *Single-family detached dwelling.* A building or structure designed for and occupied as a residence exclusively by one family.

2.25.4 *Site-built single-family detached dwelling.* A single-family detached dwelling constructed on the building site from basic materials delivered to the site and constructed in accordance with all requirements of the building codes as adopted by the county.

2.25.5 *Class A single-family detached dwelling.* A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that meets or exceeds the compatibility standards for single-family dwellings under article III of the Zoning Ordinance of Effingham County, Georgia.

2.25.6 *Class B single-family detached dwelling.* A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that does not meet the compatibility standards for single-family dwellings under article III of the Zoning Ordinance of Effingham County, Georgia.

2.25.7 *Garden Apartment Community.* A low intensity, low-rise, apartment community comprised of two or three story buildings, each containing attached dwelling units Typically characterized by a garden-like setting, surrounded by lawns, trees, shrubbery, and gardens and/or interior courtyards.

2.25.8 *Multifamily.* A building or collection of buildings that are designed for and occupied by three or more families and located on a single parcel.

2.25. 9 Mixed-Use Residential. The mixing of principal residential uses with non-residential uses. Mixed use residential may occur by the following:

- a. Non-residential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or
- b. Multifamily and another primary non-residential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).
- c. Both options shall be designed, located, and oriented on the site so that non-residential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that non-residential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the non-residential use. Parking areas shall be designed to minimize distances between uses.

2.25.10 *Townhouse*. A unit in a building with multiple dwelling units, where each unit is on an individual lot, shares a common sidewall, and is one to three stories in height.

2.26 *Dwelling unit*. A structure or a portion of any structure designed, arranged and used for living quarters for one or more persons living as a single housekeeping unit with cooking facilities, but not including units in hotels, motels, boarding houses, or like uses.

2.27 *Dwelling, group*. A building or portion of a building occupied or intended for occupancy by several unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes, but is not limited to, roominghouses, apartment hotels, fraternity houses or sorority houses, Y.M.C.A., or Y.W.C.A. A hotel, motel, or tourist home shall not be deemed to be a group dwelling as herein defined.

2.28 *Reserved*.

2.29 *Engineer*. Any person having an acceptable degree from a recognized institution of higher learning who is capable of determining the correct manner in which to construct roads, streets, highways, water and sewerage systems, drainage system, structures, or other technically related areas. The person to be county engineer must be recognized by the State of Georgia as one.

2.30 *Estate*. Any residential site comprising five acres or more shall come within the meaning of the word "estate."

2.31 *Reserved*.

2.32 *Family*. One person, or a group of two or more persons, living together and interrelated by bond or consanguinity, marriage, or legal adoption, occupying a dwelling unit as a single-family unit, with a single set of kitchen facilities.

2.33 *Floodprone areas*. That land adjacent to a creek, stream, river, channel, canal, or other body of water that is designated as a floodplain or flood prone area by a governmental agency.

2.34 *Floor area*. The sum of the gross floor area for each of the several stories under roof, measured from the interior limits or faces of a building or structure.

2.35 *Floor area ratio*. Floor area of building or buildings on any lot divided by the area of the lot.

2.36 *Frontage*. The distance or width of a parcel of land abutting a public right-of-way and as measured upon such right-of-way.

2.37 *Garage, community*. A structure or series of structures under one roof, and under one ownership, for the storage of vehicles by three or more owners or occupants of property in the vicinity, where said structure has no public shop nor mechanical services in connection therewith.



2.38 *Garage, private.* A structure for the private use of the owner or occupant of a principal building, situated on the same lot as the principal building for the storage of motor vehicles, with no facilities for mechanical service or repair of a commercial or public nature for profit.

2.39 *Garage, public.* A structure for the storage, care, repair, or refinishing of motor vehicles, or a structure containing a public shop, or where automotive mechanical service is provided.

2.40 *Gas station.* A structure designated or used for the retail sale or supply of fuel, lubricants, air, water, and other operating commodities for motor vehicles and including the customary spacing and facilities for the installation of such commodities on or in such vehicles, but not including space or facilities for the storage, painting, repair, refinishing, body work, or other servicing of motor vehicles.

2.41 *Highway.* Any public thoroughfare of paving 22 feet or wider, including a street, which affords primary access to abutting property, and any thoroughfare of less width which is not classified as an alley (street).

2.41A *Historic structure.* A structure that is at least 50 years old and meets one of the following requirements:

2.41A.1 Listed on either the National or Georgia Register of Historic Places;

2.41A.2 Eligible for listing on either the National or Georgia Register of Historic Places; or

2.41A.3 Currently receiving or eligible to receive tax credits for rehabilitation of historic properties.

2.42 *Hospital.* An institution providing health services, primarily for in-patients, and medical and surgical care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient departments, training facilities, central service facilities, and staff offices.

2.43 *Hotel.* A building occupied as the more or less temporary residence of individuals who are lodged, with or without meals, and in which there are ten or more sleeping rooms with entrances through a common lobby or office.

2.44 *Junk.* Old and dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, wagons and other kinds of vehicles and parts thereof, scrap building material, scrap piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds or bedding, or any other kind of scrap or waste materials which is stored, kept, handled, or displayed within the county limits.

2.44A *Industrialized home.* A dwelling manufactured in accordance with the Georgia Industrialized Building Act (O.C.G.A. title 8, chapter 2, article 2, part 1) and the Rules of the Commissioner of the Georgia Department of Community Affairs issued pursuant thereto, bearing an insignia of approval issued by the commissioner.

2.45 *Junk yard.* Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap, or discarded materials, or for the dismantling, storage, or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not to be used as a dump. A "junk yard" also includes any outdoor area that is used exclusively for the temporary storage of wrecked automobiles, which are automobiles that do not get repaired and put back in use on the roadways of the United States, provided that no work shall be performed on any wrecked automobile while it is in storage.

2.46 *Lot.* Parcel of land shown on a recorded plat or on the zoning map, or any piece of land described by a legally recorded deed.

2.47 *Lot, corner.* Any lot situated at the junction of and abutting on two or more intersections or intercepting streets or public highways. If the angle or intersection of the direction lines of two highways is more than 135 degrees, the lot fronting on said intersection is not a corner lot.

2.48 *Lot, interior.* Any lot which is not a corner lot that has frontage only on one street other than an alley.

2.49 *Lot lines, front.* In the case of a lot abutting upon only one street, the front lot line is the line separating such lot from such street. In the case of a corner lot, that part of the lot having the narrowest frontage on any street shall be considered the front lot line. In the case of any other lot, one such line shall be elected to be the front lot line for the purpose of this ordinance, provided it is so designated by the building plans which meet the approval of the building and zoning inspector.

2.50 *Lot lines, rear.* The rear lot line is that boundary which is opposite and most distant from the front lot line. In the case of a lot pointed at the rear, or any odd-shaped lot, the rear lot line shall be determined by the building and zoning inspector.

2.51 *Lot lines, side.* A side lot line is any lot boundary line not a front lot line or a rear lot line. A side lot line separating a lot from a street is an exterior side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

2.52 *Lot, through.* Any lot having frontage on two parallel or approximately parallel streets or other thoroughfares.

2.52A *Manufactured home.* A dwelling fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying that it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.).

2.52A.1 *Manufactured home site.* A parcel of land designed and designated for the location of one manufactured home, its accessory buildings or structures, and accessory equipment for exclusive use of the home.

2.52A.2 *Manufactured home stand.* That area of a manufactured home site which has been reserved for placement of a manufactured home.

2.53 *Mapped streets.* A mapped street is any approved street shown on an official map or the projection of any existing street through an unsubdivided parcel of land, whether the street is dedicated or in existence or not.

2.54 *Marshland.* All land subject to tidal action which is comprised of generally unstable soil materials commonly known as "hard or soft" marsh, which in its natural state is vegetated with marsh grass, reeds, and similar growth and is usually characterized by poor load-bearing capacity. Marshland lies below an elevation of six feet above mean sea level.

2.55 *Mobile home.* A dwelling manufactured prior to June 15, 1976, which is transportable in one or more sections; in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet in floor area; is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. All mobile homes must be installed in accordance with O.C.G.A. § 8-2-160, et. seq. Mobile homes must meet the construction standards specified in ANSI A119.1. Compliance with ANSI A119.1 shall be determined by the following procedures:

2.55.1 For mobile homes that are proposed to be relocated within Effingham County, the county building inspector or designee must inspect the unit to determine if the unit meets the Standards of ANSI A119.1 standards and all other applicable Effingham County ordinances are met, after which the county administrator or designee may issue the building permit for placement of the mobile home on site. An inspection fee determined from time to time by the board of commissioners shall be charged for each individual inspection of a mobile home.

2.56 *Reserved.*

2.57 *Motel or motor hotel.* A building or group of two or more buildings designed to provide sleeping accommodations for transient or overnight guests with no common entrance or lobby. Each building shall contain a minimum of ten residential units or rooms which generally have direct, private openings to a street, drive, or patio, etc.

2.58 *Nonconforming lot.* Any lot that is smaller than the minimum dimensions, area, or other regulations of the district in which the lot is located.

2.59 *Nonconforming use.* Use of any property or premises in any manner that does not comply with the regulations provided for the district in which the property or premises is situated, if such use was originally legally established at the effective date of this ordinance or any amendment thereof.

2.60 *Parking space.* That area required for the parking or storage of one automobile, including necessary aisle or driveway space providing access thereto.

2.60A *Planned manufactured home community.* A tract used or intended for use as a residential area occupied by manufactured homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the resident owns or rents the manufactured home and rents the manufactured home space. All manufactured homes located within a manufactured home community must be installed in accordance with O.C.G.A. § 8-2-160 et. seq.

2.60B *Planned single-family home community.* A subdivision used or intended for use as a residential area occupied by single-family homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the subdivision is under single ownership or control.

2.61 *Planning board.* The Effingham County Planning Board, which is a body of people appointed by the commissioners whose responsibilities include the guidance of growth and development within Effingham County.

2.61A *Pond.* A manmade depression designed to hold water that is less than one acre in size. These include retention, detention, and borrow pits less than one acre.

2.62 *Principal building.* The building situated or to be placed nearest the front property line and the use of which conforms to the primary use permitted by the zoning classification in which it is located.

2.63 *Professional buildings.* Structures used for the conduct of business in any of the following or related categories: law; architecture; accounting; engineering; medicine; dentistry; optometry; osteopathy; chiropractors; optician; planning, or consulting of the nature of the aforesaid categories, not including outside storage space for business vehicles or equipment.

2.64 *Public body.* Any government or governmental agency in Effingham County, the State of Georgia, or the United States Government.

2.65 *Public use.* Use of any land, water, or buildings by municipality, public body, or board, commission, or any county, state, or the federal government, or any agency thereof for a public service or purpose.

2.66 *Repairs.* Restoration of portions of a building to its condition as before decay, wear, or damage, but not the alteration of the shape or size of any portion.

2.67 *Residential.* The term "residential" or "residence" applies herein to any lot, plot, parcel, tract, area, piece of land, and/or any building used or intended to be used exclusively for family dwelling purposes, including concomitant uses specified herein.

2.68 *Restaurant.* A building, room, or rooms where food is prepared and served to a group of families, a club, or to the public for consumption within the enclosed structure.

2.69 *Right-of-way line.* The outside boundaries of a highway right-of-way, whether such right-of-way be established by usage, dedication, or by the official right-of-way.

2.70 *Roominghouse.* (The terms roominghouse, boardinghouse, tourist home, cooperative house, and lodginghouse are used synonymously in this ordinance.) A building, other than a hotel or dormitory, where, for compensation and by arrangement for definite periods, lodging or lodging meals are provided for more than three persons unrelated to the owners of the structure.

2.71 *Rooming unit.* Any room or group of rooms, forming a habitable unit used for living and sleeping, but which does not contain cooking or eating facilities.

2.72 *Setback.* The minimum horizontal distance between the right-of-way line, rear, or side lines of the lot, and the front, rear, or side lines of the building. When two or more lots under one ownership are used, the exterior property line so grouped shall be used in determining offsets.

2.73 *Site.* An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded subdivision plat or in a legally recorded deed.

2.74 *Special exception.* A use, specifically designated in this ordinance, that would not be appropriate for location generally or without restriction throughout a given zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would, in the opinion of the county commissioners, promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

2.75 *Story.* That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor above it, then the space between the floor and ceiling next above it.

2.76 *Street.* A dedicated and accepted public right-of-way for vehicular traffic which affords the principal means of access to abutting properties.

2.77 *Structural alteration.* Any change in the shape or size of any portion of a building or structure such as walls, columns, beams, arches, girders, floor joists, or roof joists.

2.78 *Surveyor.* A person who determines or delineates the form, extent, position, distance, or shape of a tract of land by taking linear and angular measurements, and by applying the principles of geometry and trigonometry.

2.79 *Structure.* Anything constructed or erected, the use of which requires rigid location on the ground or attachment to something having a permanent location on the ground; provided, however, that utility poles, fences, and walls (other than building walls) shall not be considered to be structures.

2.80 *Subdivision.* "Subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land involving a new street or change in existing streets, and includes resubdivision and, where appropriate, the process of subdividing or the land or area subdivided; provided, however, that the following exceptions are included within this definition only for the purpose of requiring that the planning board be informed and have record of such subdivisions:

Exceptions:

- (a) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standard of the governing authority;
- (b) The immediate transfer of property necessitated by death of the property owner to the said property owner's legal heirs, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (c) The transfer of property between family members within the third degree of consanguinity, provided that the smallest parcel meets the minimum standards for the zoning district where that

property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;

- (d) The division of land into parcels of ten acres or more where no new street is involved.

Plats of such exceptions shall be received as information by the zoning administrator who shall indicate such fact on the plats.

Conditional exemptions:

In order to provide property owners with an expeditious method for subdividing a portion of a tract of land, conditional exemptions from the provisions of this ordinance are authorized and may be granted by the Effingham County Zoning Administrator provided such requests for conditional exemptions comply with the following:

- (a) The division of land into two parcels when the smallest parcel meets the minimum standards for the zoning district where that property is located and when divided for residential purposes meets health department requirements and where no new street is involved; provided that the same tract cannot be divided using this conditional exemption more than one time in any 12-month period beginning on the date of recording.

Plats requesting conditional exemption will be received by the Effingham County Zoning Administrator's Office for review. Plats meeting the requirements stated above can be approved by the zoning administrator who shall indicate such fact on the plats. If, in the determination of the zoning administrator, a plat requesting conditional exemption does not comply with the above requirements, or other factors peculiar to the individual circumstance of the property in question, the zoning administrator is required to deny the conditional exemption and forward the plat to the planning board for processing as a subdivision.

2.81 *Trailer.* A non-self-propelled vehicle or conveyance permanently equipped to travel upon the public highways that provides temporary use as a residence or living quarters or office; serves as a carrier of people, new or used goods, products, or equipment; or is used as a selling, advertising, or display device whether or not the wheels have been removed and whether or not set on jacks, skirts, masonry blocks, or other foundation.

2.82 *Trash.* Cuttings from vegetation, refuse, paper, bottles, and rags.

2.83 *Use.* The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

2.83A *Vacant.* A structure in which the principle use has been abandoned. This shall not include structures for sale or rent or temporarily unoccupied.

2.83A [B] *Utilities, government-owned.* Any government-owned water and sewer utilities and appurtenances, including publicly-owned treatment plants permitted by the State of Georgia, wells, water distribution lines, sewage collection lines, re-use water distribution lines, pump stations, water storage facilities, meter stations, and fire hydrant.

2.84 *Variance.* A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

2.85 *Vehicle.* A conveyance for persons or materials.

2.86 *Waterfront.* Any site shall be considered as waterfront property provided any or all of its lot lines abut on or are contiguous to any body of water including creek, canal, river, or any other body of

water natural or artificial, including marshland, not including a swimming pool, whether said lot line is front, rear, or side.

2.87 *Yard*. An open space on the same lot with a building; said space lies between the building and nearest lot or street line.

2.88 *Yard, front*. That area of open space to the front of the platted lot, the area immediately adjacent to the street side of the lot. If streets are bound on two sides of the lot, the narrower portion fronting on a street shall be declared the front. See *Lot lines, front*.

2.89 *Yard, rear*. That area of open space that is opposite the area delineated as the front. That area of greatest distance from the street. See *Lot lines, rear*.

2.90 *Yard, side*. That area of open space that is immediately adjacent to the side lot lines. See *Lot lines, side*.

2.91 *Zoning administrator*. That person hired by the county commissioners to enforce the zoning ordinance, subdivision regulations, and any other land use ordinances adopted by the county commissioners.

2.92 *Zoning ordinance or ordinance*. The Zoning Ordinance of Effingham County, Georgia.

2.93 *Zoning map*. The Official Map of Effingham County.

**ARTICLE V. – USES PERMITTED IN DISTRICTS**

**5.6 - R-3 Multifamily residential districts.**

This zoning district will only be allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available, or a state permitted, privately owned community water and sewer system is constructed or available, and can provide assurance of capacity.

**5.6.1 Permitted uses.**

5.6.1.1 All permitted uses in the R-1 single-family residential district and R-2 two-family residential district.

5.6.1.2 Multiple-family dwellings, Garden apartment communities or buildings, roominghouses, fraternities, sororities, and dormitories.

5.6.1.3 Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities shall be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

5.6.1.3 Customary accessory buildings incidental to the above permitted uses.

5.6.1.4 Townhouses, subject to the following requirements:

- a. A row of townhouses shall not contain more than six (6) dwelling units.
- b. Maximum lot coverage required in this section forty percent (40%) shall be applied per lot on which each individual townhouse sits.
- c. In order to provide visual diversity, no more than four (4) contiguous townhouse units shall be allowed with the same setback and the same façade treatment. Variations in setback shall be at least three feet.



- d. Townhouses shall have a front, side, or rear privacy yard having a minimum area of one hundred (100) square feet on each lot.
- e. Streets shall have sidewalks with a minimum four (4) foot width on any side of any street that contains townhouses. A tree no less than two (2) inches dbh shall be planted at a rate of at least one (1) for every fifty (50) feet between the sidewalk and the street.
- f. If permissible pursuant to Access Management and Encroachment Regulations for Effingham County Roads, these standards apply:
  - a. For developments with sixty (60) or fewer dwelling units, at least one (1) point of access to the roadway network shall be provided.
  - b. For developments with sixty-one (61) or more dwelling units, at least two (2) point of access to the roadway network shall be provided.

5.6.2 *Conditional uses.* The following uses may be permitted in accordance with the provisions of section 7.1.6 in the multifamily residential (R-3) district on a conditional basis upon approval of the county commission after review by the planning board.

5.6.2.1 Clubs and private recreational facilities.

5.6.2.2 Nursing homes.

5.6.2.3 Day care facilities.

5.6.3 *Lot and building requirements.*

Density (applicable to townhouses and multifamily)	Maximum 9 per acre
Minimum lot width at building line	150 feet
Minimum setback from public street	15 feet
Minimum length of driveway	20 feet
Minimum rear yard	15 feet
Minimum side yard (interior) for townhouse buildings or single apartment building on a lot	15 feet
Minimum side yard (street) for townhouse buildings or single apartment building on a lot	35 feet
Maximum building height	35 feet
Maximum percent of [lot coverage]	40 percent

5.6.4 Amenity requirements.

5.6.4.1 All multi-family and townhouse residential projects shall provide one hundred and fifty (150) square feet of on-site common outdoor open space per multi-family dwelling unit or fifteen percent (15%) of net usable area as common outdoor open space, whichever is greater. Open space calculations shall be shown on the Sketch Plan and subdivision plat. Common outdoor open space shall be intentionally designed as such and may include landscaped courtyards, shared decks, gardens with pathways, children’s play areas, pools, water features, multipurpose recreational or green spaces to which all residents have access, as defined by Article II, Definitions. The following requirements apply to common outdoor open space:

- a. The required setback areas may count toward the open space requirement if it is integrated into a common open space amenity.
- b. Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.
- c. Common outdoor open space shall generally be designed so it is oriented at the front of dwelling units and/or community building(s).
- d. Ten percent (10%) of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is encouraged.

5.6.4.2 A maintenance association, homeowners association, condominium association or some other entity shall be created to maintain all amenities and common areas in good condition.

**5.8 - R-6 Single-family residential district (four and a half (4.5) dwellings per acre).**

This zoning district is no longer available. All single family residential development shall be subject to R-1 and R-5 zoning district requirements.

*[5.8.1] Where applicable.*

This zoning district will only be allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available or a state permitted, privately owned community water and sewer system is constructed or available.

*[5.8.2] Required utilities.*

All properties in the R-6 zoning district shall be connected to water and sewer systems. No individual septic systems shall be permitted.

*[5.8.3] Maximum density.*

Four and a half (4.5) dwelling units per acre.

*[5.8.4] Permitted uses.*

Site-built and Class A single-family detached dwellings.

Unlighted regulation size, or par three golf courses, consisting of nine holes or more, including normal clubhouses and pro shop activities, and other business activity associated with country clubs.

Home occupations and residential business, as provided in Article III, sections 3.15 and 3.15A.

Government owned utilities, except publicly owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain link fence or wall at least six feet in height above the finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

Parks, recreational areas, playgrounds, public or private swimming pools.

Libraries or museums.

[5.8.5] Conditional uses.

The following uses may be permitted in accordance with the provisions of section 7.1.6 in the single-family residential (R-6) district on a conditional basis upon approval by the county commission after review by the planning board.

Churches, synagogues, mosques, temples, or other places of worship provided that:

Such use is housed in a permanent structure;

No structure on the lot is closer than 25 feet to any abutting residential property line.

Public and private school engaged in teaching general curriculum for educational advancement, provided the structure are placed not less than 50 feet from any residential property line. Such schools shall be day schools only and have no rooms regularly used for housing or sleeping purposes.

Public utilities substation or subinstallation including water towers provided that:

1. Such use is enclosed by a painted or chain link fence or wall at least six feet in height above finished grade;
2. There is neither office nor commercial operation nor storage of vehicles or equipment on the premises;
3. A landscaped strip not less than five feet in width is planted and suitably maintained around the facility.

Day care facilities.

Nursing homes

[5.8.6] Lot and building requirements.

Lot size:	
Area	8,500 sq. ft. (0.19 acres)
Width	Minimum 60 feet

Principle buildings:	
Maximum height	35 feet
Minimum front setback	15 feet
Stairs (but not porches) may encroach up to five feet into front yard setback	
Maximum front setback	The average of the house on either side or 20 feet, whichever is less.
Minimum side setback (interior)	7.5 feet (or 3 feet provided minimum building separation of 15 feet is maintained)
Minimum side setback (street)	15 feet
Minimum rear setback	25 feet
Maximum lot coverage	45%
Accessory buildings:	
Maximum height	20 feet and not to exceed the height of the principle building
Minimum rear and side setback	5 feet
Lot coverage	15%

**\*\*All building setbacks shall be show on final plat\*\***

*[5.8.7] Open space requirements.*

All developments in the R-6 zoning district must provide 15% of net usable area as common outdoor open space. Open space calculations must be on the subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per Article II definition. 10% of common open space shall be greenspace. The implementation of a conservation easement is strongly encouraged.

A homeowners association or some other entity acceptable to the administrator must be created to maintain the amenities and open space in good condition.

*[5.8.8] Sidewalk requirement.*

Streets in the R-6 zoning district shall have sidewalks on any side of any street that contains houses. A tree no less than two inches dbh must be planted at a rate of one for every two houses between the sidewalk and the street.

[5.8.9] *Parking requirements.*

Two off street parking spaces shall be provided for each single-family dwelling. These spaces can be in a garage, carport, or driveway accessed from the front or rear of the parcel.

A new zoning district **Section 5.17 R-5 Single Family Traditional Neighborhood Design residential district** is inserted, as follows:

**5.17 - R-5 Single-family Traditional Neighborhood Design residential district**

*5.17.1 Where applicable.*

This zoning district will only be allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available or a state permitted, privately owned community water and sewer system is constructed or available, and can provide assurance of capacity.

*5.17.2 Required utilities.*

All properties in the R-5 zoning district shall be connected to water and sewer systems. No individual septic systems shall be permitted.

*5.17.3 Maximum density.*

Minimum 0.15-acre lot, with no more than five (5) dwelling units per net usable acre.

*5.17.4 Permitted uses.*

5.17.4.1 Site-built and Class A single-family detached dwellings.

5.17.4.2 Home occupations, as provided in Article III, section 3.15.

5.17.4.3 Customary accessory buildings incidental to the above permitted uses.

5.17.4.4 Government owned utilities, except publicly owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities shall be enclosed by a painted or chain link fence or wall at least six feet in height above the finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

5.17.4.5 Parks, recreational areas, playgrounds, public or private swimming pools.

5.17.4.6 Planned single-family home communities with the following requirements:

- a) A homeowners’ association shall be established, or management company identified. Said association or company shall operate pursuant to subdivision covenants, which are submitted to county with the final plat. It is the intent that said association or company will provide oversight of the development standards and maintenance of common areas and amenities.
  - 1. Covenants shall include a provision that no more than twenty percent (20%) of homes in the community may be rented until at least twelve (12) months has elapsed since issuance of the certificate of occupancy.

- b) The management company overseeing rentals shall pay an occupation tax and register with the County annually, pursuant to Article II – Business and Occupation Tax, for a license to operate a planned single-family home community.
- c) Walls in excess of twenty feet (20) in length facing a street shall be broken up with entry elements, windows or wall offsets at least two (2) feet deep.
- d) A minimum of two (2) decorative elements shall be added to the front façade including but not limited to decorative shutters, decorative lighting, trellises, cornices, or similar architectural elements.
- e) Maximum lot coverage of forty-five percent (45%) shall be applied per lot on which each individual single-family residence sits.

5.17.5 Reserved.

5.17.6 Lot and building requirements.

Lot size:	
Area	6,600 sq. ft. (0.15 acres)
Width	Minimum 50 feet
Principle buildings:	
Maximum height	35 feet
Minimum front setback	15 feet
Stairs (but not porches) may encroach up to five feet into front yard setback	
Minimum side setback (interior)	7.5 feet (or 3 feet provided minimum building separation of 15 feet is maintained)
Minimum side setback (street)	15 feet
Minimum rear setback	25 feet
Maximum lot coverage	45%

\*\*All building setbacks shall be shown on final subdivision plat\*\*

5.17.7 Open space requirements.

All developments in the R-5 zoning district shall provide fifteen percent (15%) of net usable area as common outdoor open space. Open space calculations shall be shown on the Sketch Plan and



subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per Article II, Definitions.

- a) Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.
- b) Ten percent (10%) of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is strongly encouraged.
- c) A homeowners association or some other entity shall be created to maintain the amenities and open space in good condition.

#### *5.17.8 Subdivision Design Requirements.*

##### *5.17.8.1 Roads and Rights-of-Way*

- a) Roads in R-5 developments shall have a minimum of sixty (60) foot right-of-way, with a minimum paved area as follows:
  1. Twenty-two (22) foot road pavement width is only permitted if homes have rear alley access. Signage is required indicating that on-street parking is prohibited.
  2. Twenty-eight (28) foot road pavement width, with parking on one side, is permitted if parking side is clearly delineated. Signage indicating parking side is required.
  3. Thirty-six (36) foot road pavement width, with parking permitted on both sides.
- b) R-5 developments shall have curb and gutter throughout.
- c) Streets in the R-5 developments shall have four (4) foot wide sidewalks on any side of any street that contains houses. A tree no less than two (2) inches dbh shall be planted at a rate of one (1) for every two (2) houses in the two (2) foot section of grass between the sidewalk and the curb.
- d) If lots are platted parallel to arterial, collector, or local (if outside of existing platted subdivision) road right-of-way, the following is required:
  1. Provide minimum twenty (20) foot landscaped strip and a residential street, with residential lot facing arterial, collector, or local road right-of-way.
  2. Provide minimum thirty (30) foot vegetative buffer and residential lot may have rear yard facing arterial, collector, or local road right-of-way.

##### *5.17.8.2 Parking requirements.*

Two (2) off street parking spaces shall be provided for each single-family dwelling. These spaces can be in a garage, carport, or driveway accessed from the front or rear of the parcel. One (1) additional space per every five (5) units shall be provided for overflow off-street parking.

##### *5.17.9 Development Standards.*

The follow design elements shall be included:

- a) Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or other similar natural stone; manufactured stone including imitation field stone, marble terrazzo, and other similar

- manufactured finish stone; and wood, cement plank, fiber plank, traditional three coat stucco, or other materials of like appearance.
- b) Buildings shall utilize design features from the following list, totaling at least four (4) points, to provide visual relief along the front of the dwelling unit. Unless otherwise specified, features are worth one (1) point:
1. Dormers (functional or false)
  2. Gables
  3. Recessed entries
  4. Covered front porches, at least six (6) feet in depth (2 points)
  5. Pillars or posts
  6. Two or more brick masonry pattern bond treatments
  7. Side or rear loaded garage or carport (3 points)
  8. Bay windows (minimum twenty-four (24) inch projection)
  9. Multi-season porch or sunroom on rear of house (3 points)
- c) The garage shall not occupy more than forty percent (40%) of the total building façade.
- d) At least twenty percent (20%) of the wall space of the front façade shall be windows and doors. Windows shall be provided with trim.
- e) The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.
- f) The minimum landscaping shall be as follows
1. (2) Large Trees (one in the front yard, one in the rear yard)  
Mature size = 40'-60'  
Planted size = 2" cal.
  2. (2) Small Trees (one in the front yard, one in the rear yard)  
Mature size = 15'-40'  
Planted size = 2" cal.
  3. (4) Large Shrubs (near foundation; 25% in rear yard)  
Mature size = 5'-8'  
Planted size = 30"

4. (8) Small Shrubs (near foundation; 25% in rear yard)

Mature size = 2'-4'

Planted size = 20"

5.17.10 R-5 Rezoning Application Requirements.

Applicant shall submit the following documentation in addition to the Rezoning Application:

- a) A completed *R-5 Development Standards Submittal Form and Checklist*.
- b) A subdivision concept plan showing the lots, road configuration, and all calculations (open space, etc.).
- c) A timeline delineating when the development will begin and estimated time of completion.
- d) Exhibits and descriptions of materials that clearly demonstrate the intent of the developer to meet the requirements of Sec. 5.8.10 *Development Standards*.

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

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COMMISSIONERS,  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
STEPHANIE JOHNSON  
EFFINGHAM COUNTY CLERK

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

## Staff Report

**Subject:** Rezoning (Fourth District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** November 15, 2022

**Item Description:** **The McGraley Co.** requests to **rezone** 65.29 of 97.36 acres from **AR-1 to I-1**, to allow for a surface mine. Located on McCall Road **Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 65.29 of 97.36 acres from **AR-1 to I-1**, to allow for a surface mine

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to *Sec. 3.17.3.3*, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to *sec. 3.17(4)(7)*, all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both McCall Road & Racepath Road. Neither road is a designated truck route.
- The applicant has submitted an application for Map/Parcel 391-11C for a pond less than one acre in size. The submitted site plan shows the pond inside the proposed surface mine area.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1 to I-1**, to allow for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
    1. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
    2. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  3. The surface mine site shall meet the requirements of *Section 3.17- Excavation*, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations – Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  4. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- And the added condition:
  5. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Reggie Loper made a motion to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 8-10 to Alternative 1 in response to the tabling.

**Alternatives**

1. **Approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.*
  6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  7. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
  8. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  9. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  10. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
  
2. **Deny** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**.

**Recommended Alternative: 2**

**Department Review:** Development Services

- Attachments:**
1. Rezoning application and checklist
  2. Ownership certificate/authorization

**Other Alternatives: 1**

**FUNDING:** N/A

3. Plat
4. Aerial photograph
5. Deed

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 9-12-22

Applicant/Agent: The McGraley Co. - Logan Hurst

Applicant Email Address: 955 Indigo Road, Springfield, GA 31329

Phone # 912-754-4138 loganhurst@themcgraleyco.com

Applicant Mailing Address: 955 Indigo Road, Springfield, GA 31329

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Owner, if different from above: Charles Layton

*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

Phone # \_\_\_\_\_

Owner's Mailing Address: 127 Mill Court, Rincon, GA 31326

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: 2075 McCall Road

Proposed Road Access: McCall Road - paved county roadway

Present Zoning of Property: <u>AR-1</u>	Proposed Zoning: <u>I-1, cond use - surface mine</u>
<u>03910011C00</u>	<u>30.65 ac</u>
<u>03910011F00</u>	<u>15.77 ac</u>
Tax Map-Parcel # <u>04120024</u>	Total Acres: <u>50.94 ac</u>
	Acres to be Rezoned: <u>27.06 ac</u>
	<u>15.77 ac</u>

Lot Characteristics: fields, woodland, and pond, all properties have the same owner

**WATER**

Private Well

Public Water System

If public, name of supplier: \_\_\_\_\_

**SEWER**

Private Septic System

Public Sewer System

\*no septic or well is needed for the surface mine use

Justification for Rezoning Amendment: Surface mine

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  
AR-2 /R-1/ AR-2



1. Describe the current use of the property you wish to rezone.

Woodland and field

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes, for agriculture and timber

3. Describe the use that you propose to make of the land after rezoning.

Construct a surface mine to remove dirt for construction. Dirt to be used for Effingham Parkway.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Woodland, wetland, fields and large lot 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?

Similar use to many properties in 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?

No burdensome use of streets, utilities, or schools. Access is provided by a paved county road. There will be an increase in traffic to the site.

Applicant Signature: \_\_\_\_\_ Date \_\_\_\_\_

AUTHORIZATION OF PROPERTY OWNER

I, Charles Layton by Deanna Gossett EXC, 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: Charles Layton by Deanna Gossett EXC

127 Mill Court

Applicant/Agent Address: \_\_\_\_\_

City: Rincon State: GA Zip Code: 31326

Phone: 912-658-1263 Email: gossettdh@yahoo.com

Owner's signature Deanna Gossett exc

Print Name Charles Layton by Deanna Gossett EXC

Personally appeared before me \_\_\_\_\_ (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 12 day of Sept, 20 22.

[Signature]  
Notary Public, State of Georgia



BOOK PAGE  
01872 358  
FILED FOR RECORD  
PAGE NO.

2009 JUL 31 PM 2:48

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 50.<sup>00</sup>  
Date 7-31-09  
Elizabeth Z. Hursey  
Clerk of Superior Court

ELIZABETH Z. HURSEY  
CLERK E.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 31ST day of JULY, 2009, between CHARLES B. LAYTON, II, Individually and CHARLES B. LAYTON, II as Executor of the Last Will and Testament of ERNEST C. RAHN, deceased, of the FIRST PART, and CHARLES A. LAYTON of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, containing Fourteen and Seventy-Eight Hundredths (14.78) acres, more or less, and being bounded on the Northeast by lands of the Estate of Ernest C. Rahn; on the Southeast by lands of the Estate of Ernest C. Rahn and by lands of Smith; on the Southwest by lands of Smith, by the McCall county public road, known as County Road No. 176, by lands of Bobby Macke, and again by the McCall public road, and on the Northwest by lands of Glenn Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated June 22, 2009 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 2972, 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 said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

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

*Charles B. Layton II* (SEAL)  
CHARLES B. LAYTON, II, Individually

Signed, sealed and delivered  
in the presence of:  
*Delinda M. Pellett*  
Unofficial Witness

*Charles B. Layton II* (SEAL)  
CHARLES B. LAYTON, II, as Executor of the Last Will and Testament of Ernest C. Rahn, deceased

*R. Edward Reddick, Jr.*  
Official Witness - Notary Public  
bp

R. EDWARD REDDICK, JR.  
Notary Public, Effingham County, Georgia  
My Commission Expires August 23, 2010

BOOK PAGE  
FILED FOR RECORD  
02196 BOOK 0092  
PAGE NO

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 28.00  
Date 6-5-2013  
*Elizabeth Z. Hursey*  
Clerk of Superior Court

2013 JUN -5 AM 9:14  
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 31st day of MAY, 2013, between THE MURRAY FIRM, LLC, organized and existing under the Laws of the State of Georgia, of the FIRST PART, and CHARLES A. LAYTON of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that tract or parcel of land situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, containing Fifteen and Seventy-Seven Hundredths (15.77) acres, more or less, and being known and designated as Parcel One (1) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North-Northeast by Race Path Road and by Parcel 2; on the East by lands of Charles A. Layton; on the South-Southwest by lands of Charles A. Layton, and on the West-Northwest by lands of Glen B. Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated October 30, 2012 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 114-F-1 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 said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs, successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has caused this warranty deed to be duly executed by its appropriate officers thereto duly authorized, its corporate seal affixed and delivered these presents, the day and year first above written.

THE MURRAY FIRM, LLC  
By: *Lloyd D. Murray, Sr.* (SEAL)  
LLOYD D. MURRAY, SR., Managing Member

Signed, sealed and delivered  
in the presence of:  
*Quanda A. Collins*  
Unofficial Witness

*Jacyle W. Smith*  
Official Seal  
Notary Public  
by  
Jacyle W. Smith  
Notary Public, Georgia  
BRYAN COUNTY  
My Commission Expires  
March 28, 2016



BOOK PAGE  
FILED FOR RECORD  
02031 0196  
PAGE NO. 1

2011 AUG -9 PM 4: 13

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

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 35.00  
Date 8-9-2011  
*Elizabeth Z. Hursey*  
Clerk of Superior Court

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 9<sup>th</sup> day of August, 2011, between THE MURRAY FIRM, LLC, organized and existing under the Laws of the State of Georgia, of the FIRST PART, and CHARLES A. LAYTON of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, containing Sixteen and Six Tenths (16.6) acres, more or less, being bounded on the north-northeast by lands now or formerly of the Ernest Rahn Estate and by Race Path Road, known as County Road 185; on the east by lands of Bobby F. Wilson; on the southeast by lands of Charles A. Layton; on the southwest by lands of Charles A. Layton; and on the west-northwest by lands now or formerly of Rahn (the center of the Branch being the line).

Express reference hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated June 17, 2011, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", slide 87-F-1, 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 said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set its hand and affixed its seal and delivered these presents, the day and year first above written.

THE MURRAY FIRM, LLC

By *Lloyd D. Murray* (SEAL)  
LLOYD D. MURRAY, Sr. - Managing Member

Signed, sealed and delivered  
in the presence of:

*Francesca McFarland*  
Unofficial Witness

*[Signature]*  
Official Witness - 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

October 12, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application  
The McGraley Co. – Logan Hurst  
955 Indigo Road  
Springfield, GA 31329

Property Location: 2075 McCall Road  
PIN: 391-11C, 412-24 and 391-11F  
Total Acres: 30.65, 50.94 and 15.77

Acres to be Rezoned: 22.46, 27.06 and 15.77

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 I-1, Conditional Use – Surface Mine. 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,



Tiffany Jackson, MPH, REHS  
Environmental Health Specialist IV  
Environmental Health Division  
Effingham County Health Department



**Katie Dunnigan**

---

**From:** mikeandbernie <mikeandbernie@gmail.com>  
**Sent:** Wednesday, October 5, 2022 3:06 PM  
**To:** Katie Dunnigan  
**Subject:** EXTERNAL:RE: Rezoning Application

Thank you Katie. I would like to officially register my opposition to the request for rezoning.

My opposition is based on the fact that these roads, Mcall in particular are not equipped to handle the dump truck traffic that will inundate them. They are also not authorized truck routes. This includes Race Path , Ralph Rahn, and Little Mcall roads. This is a quiet residential area that doesn't need this type of business.

Thank you very much I will beat the meeting.

Michael O'Connor

----- Original message -----

From: Katie Dunnigan <KDunnigan@EffinghamCounty.org>  
Date: 10/5/22 1:09 PM (GMT-05:00)  
To: mikeandbernie@gmail.com  
Subject: Rezoning Application



---

Katie Dunnigan  
Zoning Manager  
Effingham County Board of Commissioners  
804 South Laurel Street  
Springfield, GA 31329  
(912)754-2105  
[kdunnigan@effinghamcounty.org](mailto:kdunnigan@effinghamcounty.org)

[www.effinghamcounty.org](http://www.effinghamcounty.org)

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\*\*\*\* This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. \*\*\*\*

APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION SPECIFIC BUILDING SITES REQUIRE ADDITIONAL REVIEW AND APPROVAL.

*David J. ...* 2/9/2010  
 DIRECTOR DATE

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

*Greg B. ...* 2-9-2010  
 ZONING ADMINISTRATOR DATE

2010 FEB 17 PM 12:40  
 ELIZABETH Z. HURSEY  
 CLERK E.C.C.S.C.

NOTE: THIS 15.87 ACRE PARCEL TO BE COMBINED WITH THE 14.78 ACRE PROPERTY OF CHARLES LAYTON SR. SURVEYED 22 JUNE 2009 BY ADOLPH N MICHELIS R.L.S AFTER CONSERVATION 30.65 ACRES

EQUIP. USED:  
 TOTAL STATION  
 TOPCON 303

NOTE: BASED UPON REVIEW OF THE F.E.M.A FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA COMMUNITY PANEL NO. 130076 0125 C, EFFECTIVE SEPT 03, 1992, THIS PROPERTY IS LOCATED BE "ZONE X", (OUTSIDE THE 500 YEAR FLOODLAND

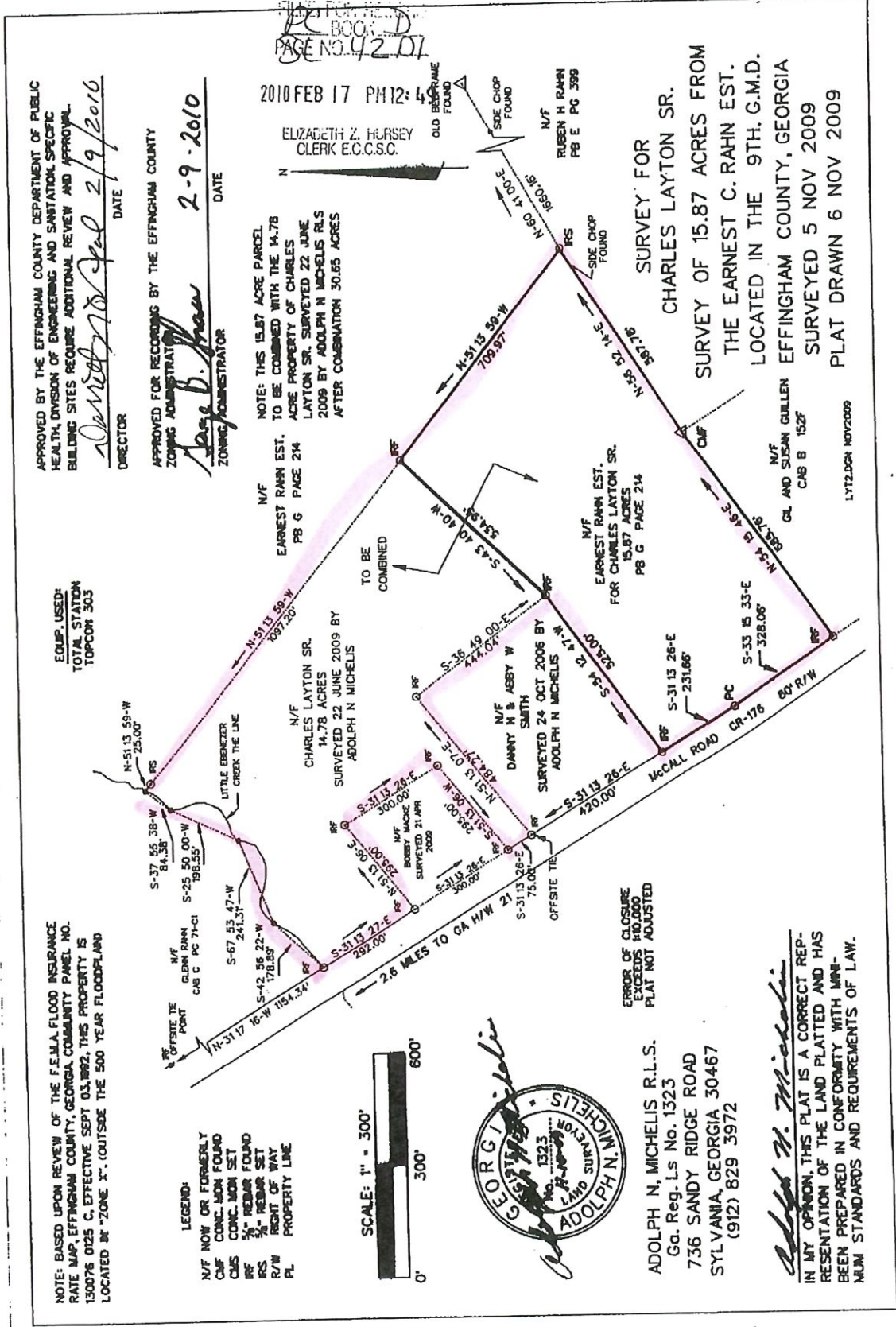
- LEGEND:
- N/F NOW OR FORMERLY
  - CAF CONC. MON FOUND
  - CMS CONC. MON SET
  - RF 3/4" REBAR FOUND
  - RS 3/4" REBAR SET
  - R/W RIGHT OF WAY
  - PL PROPERTY LINE



ADOLPH N. MICHELIS R.L.S.  
 Ga. Reg. Ls No. 1323  
 736 SANDY RIDGE ROAD  
 SYLVANIA, GEORGIA 30467  
 (912) 829 3972

*Adolph N. Michelis*  
 IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

ERROR OF CLOSURE  
 EXCEEDS 1/10,000  
 PLAT NOT ADJUSTED



SURVEY FOR  
 CHARLES LAYTON SR.  
 SURVEY OF 15.87 ACRES FROM  
 THE EARNEST C. RAHN EST.  
 LOCATED IN THE 9TH. G.M.D.  
 EFFINGHAM COUNTY, GEORGIA  
 SURVEYED 5 NOV 2009  
 PLAT DRAWN 6 NOV 2009

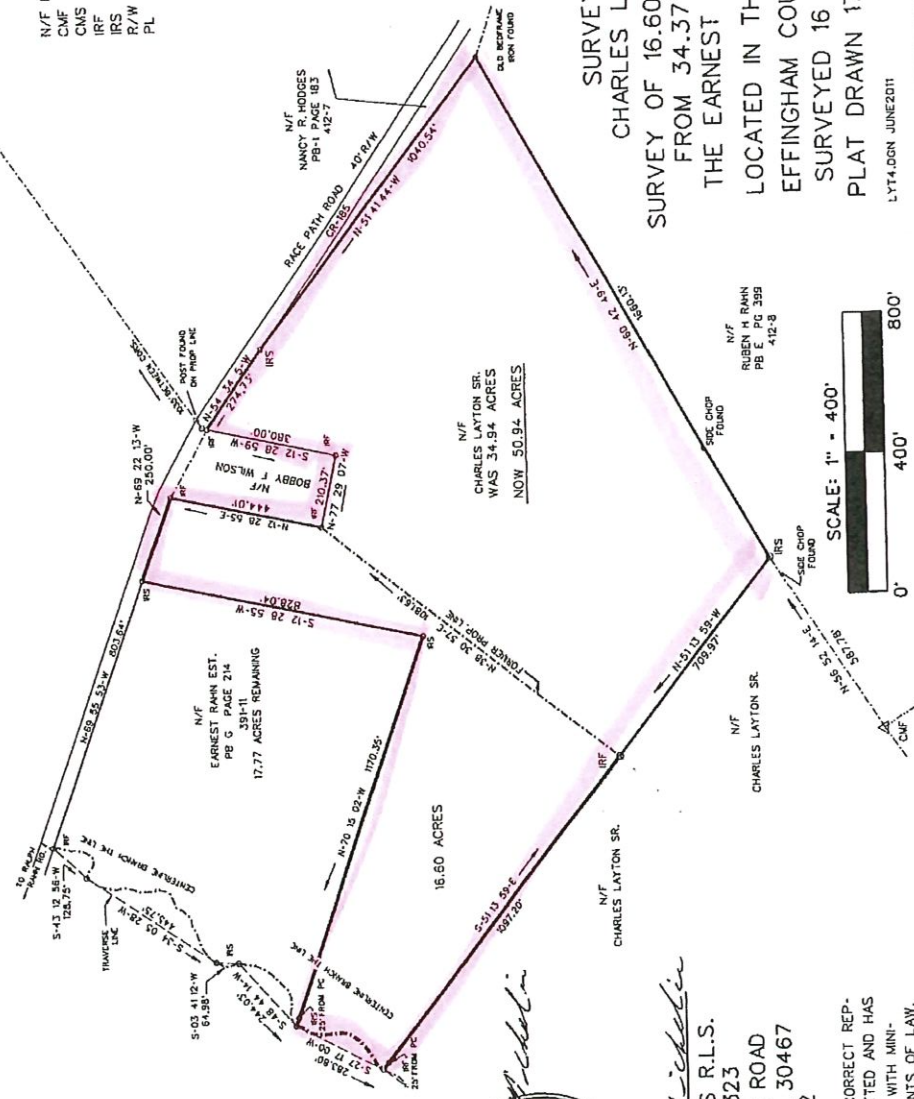
LVT2.DGR NOV2009



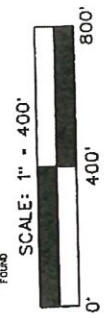
NOTE: THIS 16.60 ACRE PARCEL FROM MAP & PARCEL 391-11 TO BE COMBINED WITH THE 34.94 ACRE PROPERTY OF CHARLES LAYTON SR. SURVEYED 15 SEPT 2010 BY ADOLPH N MICHELIS RLS AFTER COMBINATION 51.54 ACRES

EQUIP. USED: TOTAL STATION TOPCON 303  
ERROR OF CLOSURE EXCEEDS 1:10,000 PLAT NOT ADJUSTED

LEGEND:  
N/F NOW OR FORMERLY  
CMF CONC. MON FOUND  
CMS CONC. MON SET  
IRF 5/8" REBAR FOUND  
IRS 5/8" REBAR SET  
R/W RIGHT OF WAY  
PL PROPERTY LINE



SURVEY FOR CHARLES LAYTON SR.  
SURVEY OF 16.60 ACRES DIVIDED FROM 34.94 ACRES OF THE EARNEST C. RAHN EST. LOCATED IN THE 9TH. G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 16 JUNE 2011 PLAT DRAWN 17 JUNE 2011



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR  
*George B. [Signature]*  
DATE 8-4-2011

2011 AUG -9 PM 4: 13  
ELIZABETH Z. HENNEY  
CLERK E.C.C.S.C.



*Adolph N. Michelis*  
ADOLPH N. MICHELIS R.L.S.  
Ga. Reg. Ls No. 1323  
736 SANDY RIDGE ROAD  
SYLVANIA, GEORGIA 30467  
(912) 829 3972

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







# McCall Road



9/13/2022, 2:24:44 PM

Address Points

Roads

Residential

Tax Parcel Labels Future Land Use - Plan Date 10/1/2019

Transportation/Utilities

Parcels2020

Agriculture

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Maxar

Item X. 2.

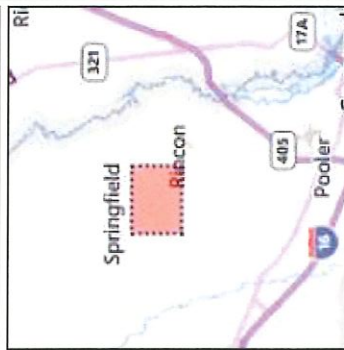


# 391-11C & 11F 412-24





# McCall 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 [rightsplot.spateng.com](https://rightsplot.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**

13 Sep, 2022





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 **The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24 )** from AR-1 to I-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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  DISAPPROVAL

Of the rezoning request by applicant **The McGraley Co. as Agent for Charles Layton** – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24 ) from AR-1 to I-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?

*Not as many other uses*

*Zoning will reflect other zoning pvt.*

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 **The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24 )** from AR-1 to I-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?

AZ

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 **The McGraley Co. as Agent for Charles Layton** – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24 ) from AR-1 to I-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?

*Temporarily. Better than a subdivision*

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 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?

Planning Board Meeting – October 17, 2022 *BKS, 10/17/22,*

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     *PC*     DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24 )** from AR-1 to I-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?

*PC*

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services

**Meeting Date:** November 15, 2022

**Item Description:** The McGraley Co. requests to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine. Located on McCall Road **Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to *Sec. 3.17.3.3*, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to *sec. 3.17(4)(7)*, all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both McCall Road & Racepath Road. Neither road is a designated truck route.
- The applicant has submitted an application for Map/Parcel 391-11C for a pond less than one acre in size. The submitted site plan shows the pond inside the proposed surface mine area.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
    1. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
    2. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  3. The surface mine site shall meet the requirements of *Section 3.17- Excavation*, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations – Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  4. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- And the added condition:
  5. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Reggie Loper made a motion to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 8-10 to Alternative 1 in response to the tabling.

## Alternatives

1. **Approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.*
  6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  7. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
  8. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  9. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  10. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
  
2. **Deny** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**.

**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.  
 391-11C, 11F & 412-24

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
 391-11C, 11F & 412-24

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 THE MCGRALEY CO. has filed an application to rezone sixty-five and twenty-nine hundredth (65.29) +/- acres; from AR-1 to I-1 to allow for surface mine; map and parcel number 391-11C, 11F & 412-24, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on November 15, 2022 and notice of said hearing having been published in the Effingham County Herald on October 5, 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 September 28, 2022; and

IT IS HEREBY ORDAINED THAT sixty-five and twenty-nine hundredth (65.29) +/- acres; map and parcel number 391-11C, 11F & 412-24, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.*
6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
7. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
8. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
9. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
10. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.

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:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** November 15, 2022  
**Item Description:** **The McGraley Co.** as Agent for **Richard Hall** requests to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**, to allow for a surface mine. Located on Horse Pen Road **Map# 394 Parcels# 29 & 30**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**, to allow for a surface mine.

### 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 Article V-Uses Permitted in Districts. Pursuant to *Sec. 3.17.3.3*, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to *sec. 3.17(4)(7)*, all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Horse Pen Road, which is not a designated truck route.
- The applicant has submitted an application for Map/Parcel 394-30 for a pond less than one acre in size. The submitted site plan shows the proposed pond inside the area to be mined.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5* Surface Mine Operations – Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Roger Burdette made a motion to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 7-9 to Alternative 1 in response to the tabling.

**Alternatives**

1. **Approve** the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  5. The surface mine site shall meet the requirements of *Section 3.17-* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations – Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  7. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  8. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  9. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
  
2. **Deny** the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**.

**Recommended Alternative: 2**

**Other Alternatives: 1**

**Department Review:** Development Services

**FUNDING:** N/A

<b>Attachments:</b>	1. Rezoning application and checklist	3. Plat	5. Deed
	3. Ownership certificate/authorization	4. Aerial photograph	

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 9-12-22

Applicant/Agent: The McGraley Co. - Logan Hurst

Applicant Email Address: 955 Indigo Road, Springfield, GA 31329

Phone # 912-754-4138 loganhurst@themcgraleyco.com

Applicant Mailing Address: 955 Indigo Road, Springfield, GA 31329

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Owner, if different from above: Richard Hall  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): 1808 Low Ground Road, Guyton, GA 31312

Phone # \_\_\_\_\_

Owner's Mailing Address: 1808 Low Ground Road, Guyton, GA 31312

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: Off of Horsepen Road

Proposed Road Access: Horsepen Road - paved county roadway

Present Zoning of Property: <u>AR-1</u>	Proposed Zoning: <u>I-1, cond use - surface mine</u>
<u>03940030</u>	<u>43.20 ac</u>
Tax Map-Parcel # <u>03940029</u>	Total Acres: <u>21.60 ac</u> Acres to be Rezoned: <u>7.40 ac</u>

Lot Characteristics: wooded and field, both properties have the same owner

<b>WATER</b>	<b>SEWER</b>	<b>*no septic or well is needed for the surface mine use</b>
<input checked="" type="checkbox"/> Private Well	<input checked="" type="checkbox"/> Private Septic System	
<input type="checkbox"/> Public Water System	<input type="checkbox"/> Public Sewer System	

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: Surface mine - to build a recreational pond

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South AR-1 East PD West AR-1

1. Describe the current use of the property you wish to rezone.

Woodland and field

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes, for agriculture and timber

3. Describe the use that you propose to make of the land after rezoning.

Construct a surface mine to remove dirt and create a recreational pond. Dirt to be used for Effingham Parkway.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Woodland, wetland, fields and large lot 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?

After pond is constructed, land will go back to AR-1 with recreational pond which is similar to many properties in 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?

No burdensome use of streets, utilities, or schools. Access is provided by a paved county road. A temporary increase traffic to the site will occur while digging but will go away when completed.

Applicant Signature:

*Ruth Hall*

Date

9-12-22

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

#29 - 7-7-21

#30 - 4-18-22

\_\_\_\_\_ on file in the office of the Clerk of the Superior Court of

#29 - 2704

#29 - 814

Effingham County, in Deed Book #30 - 2778 \_\_\_\_\_ page #30 - 240 \_\_\_\_\_.

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 Richard Hall

Print Name Richard Hall

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 12 day of September, 20 22.

Dena Alexander  
Notary Public, State of Georgia





**AUTHORIZATION OF PROPERTY OWNER**

I, Richard Hall, 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: The McGraley Co. - Logan Hurst

Applicant/Agent Address: 955 Indigo Road, Springfield, GA 31329

City: Springfield State: GA Zip Code: 31329

Phone: 912-754-4138 Email: loganhurst@themcgraleyco.com

Owner's signature *Richard Hall*

Print Name Richard Hall

Personally appeared before me Richard Hall (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 12 day of September, 20 22.

*[Signature]*  
Notary Public, State of Georgia



BK:2778 PG:240-240  
D2022003972

FILED IN OFFICE  
CLERK OF COURT  
04/18/2022 04:46 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

REAL ESTATE  
TRANSFER TAX  
PAID: \$50.00

PT-61 051-2022-001113

8849504050  
PARTICIPANT ID

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

WARRANTY DEED

COUNTY OF EFFINGHAM

STATE OF GEORGIA

THIS INDENTURE, Made the 18<sup>th</sup> day of April, 2022, between EMMA LEE Z. DASHER of the FIRST PART, and RICHARD M. HALL, JR. of the SECOND PART.

WITNESSETH: FIRST PARTIES, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 10<sup>th</sup> G.M. District of Effingham County, Georgia, containing Forty-Three and Eighteen Hundredths (43.18) acres, more or less, being known and designated Parcel Six (6) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by Horsepen Road; on the Southwest by lands of Blue Jay Developers, LLC; on the Southwest by lands of Malah Pack, and on the Northwest by Parcel 5.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated December 20, 2021 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94-D01, for better determining the metes and bounds of said lands herein conveyed.

This being the portion of said lands of the Minnie Lee H. Zipperer Estate devised to Emma Lee Z. Dasher pursuant to Paragraph of the Last Will and Testament of Minnie Lee H. Zipperer, deceased.

This being the same property conveyed by Executor's Deed of Assent from Martell Z. Hall and Emma Lee Z. Dasher as the duly qualified Executors of the Last Will and Testament of Minnie Lee Zipperer, deceased, to Emma Lee Z. Dasher dated December 21, 2011 and recorded in said Clerk's Office in Deed Book 2061, Page 51.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

(SEAL)  
EMMA LEE Z. DASHER

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

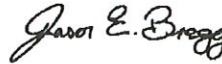
Official Witness - Notary Public  
bp





BK:2704 PG:814-814  
D2021008179

FILED IN OFFICE  
CLERK OF COURT  
07/07/2021 03:26 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA



REAL ESTATE  
TRANSFER TAX  
PAID: \$105.00

PT-61 051-2021-002233

8849504050  
PARTICIPANT ID

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 July, 2021,  
between HOLLY ANN ZIPPERER of the FIRST PART, and RICHARD M. HALL, JR. of the  
SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and  
no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby  
acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and  
assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 10<sup>th</sup> G.M. District  
of Effingham County, Georgia, containing Twenty-One and Fifty-Nine Hundredths  
(21.59) acres, more or less, being known and designated as Parcel Five (5) as shown on  
the plat thereof hereinafter referred to. Said parcel of land being bounded on the  
Northeast by Horse Pen Road; on the Southeast by Parcel 6; on the Southwest by lands  
of Malah Pack, and on the Northwest by Parcel 4.

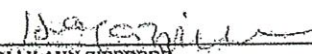
Express reference is hereby made to the plat of said lands made by Adolph N. Michell,  
R.L.S. #1323, dated December 20, 2011 and record in the Office of the Clerk of the  
Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94D1, for  
better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Executor's Deed of Assent from Martell Z.  
Hall and Emma Lee Z. Dasher, the duly qualified Executors of the Last Will and  
Testament of Minnie Lee H. Zipperer, deceased, to Holly Ann Zipperer, dated December  
21, 2011 and recorded in said Clerk's Office in Deed Book 2861, Page 55.

SUBJECT to restrictive covenants and encumbrances of record.

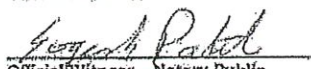
TO HAVE AND TO HOLD said property, together with all and singular the rights,  
members, hereditaments, improvements, easements, and appurtenances thereunto belonging  
or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE  
SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons  
whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed  
her seal and delivered these presents, the day and year first above written.

  
HOLLY ANN ZIPPERER (SEAL)

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Official Witness - Notary Public  
BP

YOGESH PATEL  
NOTARY PUBLIC  
Union County  
North Carolina  
My Commission Expires Feb. 17, 2025



**Coastal Health District**  
Lawton C. Davis, M.D., District Health Director

Item X. 4.

802 Highway 119 South, Post Office Box 350  
Springfield, Georgia 31329  
Phone: 912-754-6850 | Fax: 912-754-0078

October 12, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application  
The McGraley Co. – Logan Hurst  
955 Indigo Road  
Springfield, GA 31329

Property Location: Off Horsepen Road  
PIN: 394-30 and 394-29  
Total Acres: 43.20 and 21.60                      Acres to be Rezoned: 19.77 and 7.40

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 I-1, Conditional Use – Surface Mine. 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

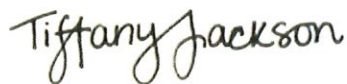


to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

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,



Tiffany Jackson, MPH, REHS  
Environmental Health Specialist IV  
Environmental Health Division  
Effingham County Health Department









# Horsepen Road



9/13/2022, 3:05:24 PM

Roads

Future Land Use - Plan Date 10/1/2019

Agriculture

Residential

Transportation/Utilities

Undeveloped

1:18,056

0 0.13 0.25 0.4 0.5 mi

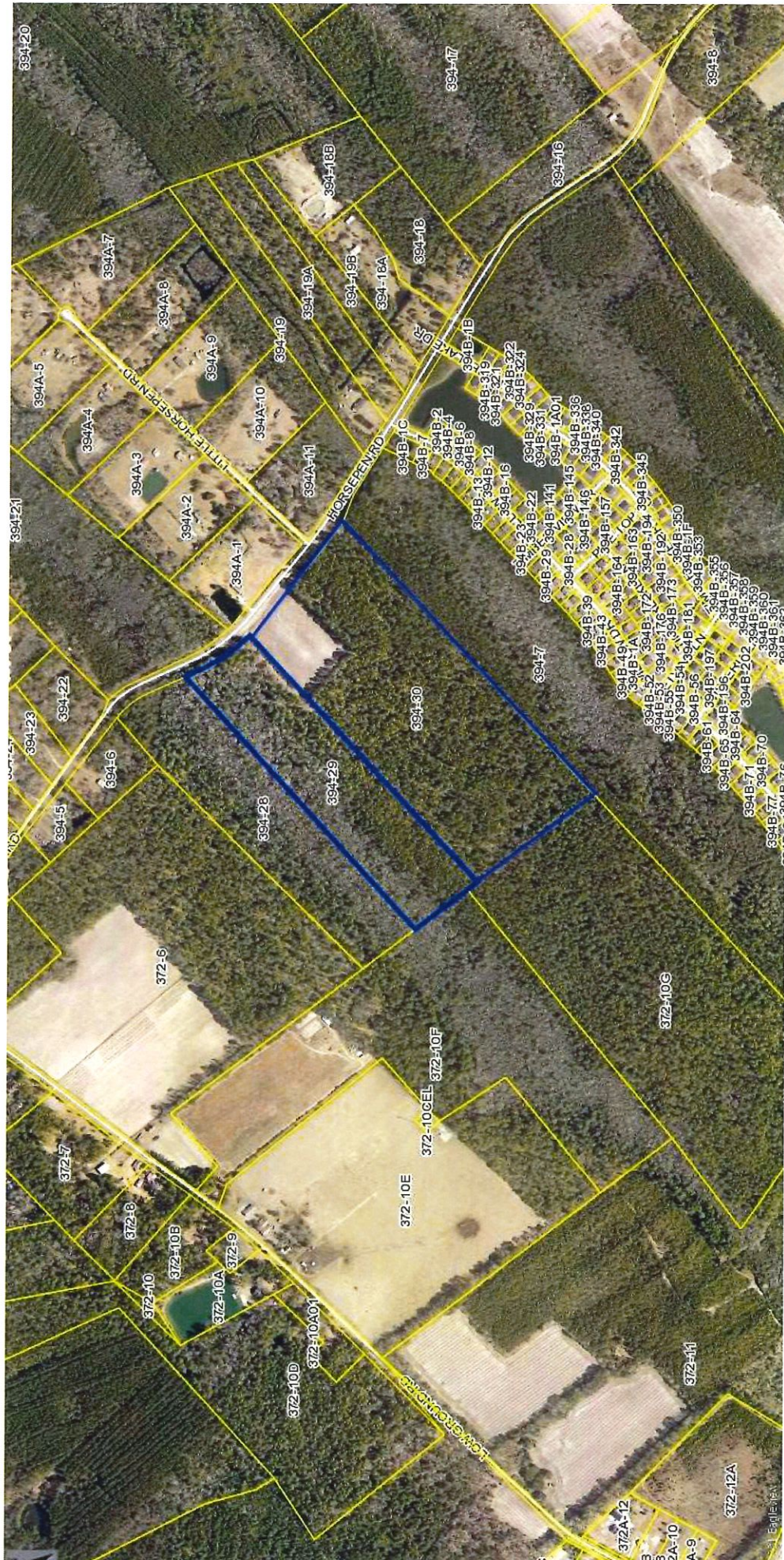
0 0.2 0.4 0.8 km

Maxar

Item X. 4.



# 394-29&30







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 **The McGraley Co. as Agent for Richard Hall – (Map # 394 Parcels # 29 & 30 )** from AR-1 to I-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?



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APPROVAL X DISAPPROVAL \_\_\_\_\_

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*only one*

9.5

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DISAPPROVAL \_\_\_\_\_

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AZ

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The Effingham County ~~Planning~~ Commission recommends:

APPROVAL

DISAPPROVAL

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BKS 10/17/22  
Approval



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RET

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** November 15, 2022  
**Item Description:** The McGraley Co. as Agent for Richard Hall requests to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**, to allow for a surface mine. Located on Horse Pen Road **Map# 394 Parcels# 29 & 30**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**, to allow for a surface mine.

### 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 Article V-Uses Permitted in Districts. Pursuant to *Sec. 3.17.3.3*, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to *sec. 3.17(4)(7)*, all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Horse Pen Road, which is not a designated truck route.
- The applicant has submitted an application for Map/Parcel 394-30 for a pond less than one acre in size. The submitted site plan shows the proposed pond inside the area to be mined.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5* Surface Mine Operations – Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Roger Burdette made a motion to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 7-9 to Alternative 1 in response to the tabling.

**Alternatives**

1. **Approve** the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
  1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.*
  6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  7. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  8. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  9. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
  
2. **Deny** the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**.

**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.  
394-29 & 30

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
394-29 & 30

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 THE MCGRALEY CO. AS AGENT FOR RICHARD HALL has filed an application to rezone twenty-seven and seventeen hundredth (27.17) +/- acres; from AR-1 to I-1 to allow for surface mine; map and parcel number 394-29 & 30, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on November 15, 2022 and notice of said hearing having been published in the Effingham County Herald on October 5, 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 September 28, 2022; and

IT IS HEREBY ORDAINED THAT twenty-seven and seventeen hundredth (27.17) +/- acres; map and parcel number 394-29 & 30, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
5. The surface mine site shall meet the requirements of *Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.*
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7. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
8. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
9. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.

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:** Allan Husband Disabled Veteran HS

**Author:** Neal Groover

**Department:** Tax Assessor

**Meeting Date:** November 15, 2022

**Item Description:** Request for Tax refund

### **Summary Recommendation:**

Tax Assessor office recommends denial of refund.

### **Executive Summary/Background:**

- Tax Assessor office did not transfer property in Mr. Husband's name for 2020 or 2021. Mr. Husband never notified us of this even though received notices for 2020 & 2021 and tax bills for 2020 & 2021 in someone else's name.
- Mr. Husband did not receive eligibility for 100% Disability Veterans status until an effective date of February 1, 2022 which is after the January 1 2022.
- Mr. Husband never applied for a Homestead exemption & never filed an appeal with our office therefore our office is unable to facilitate any action unless it comes from the County Commissioners

### **Alternatives for Commission to Consider**

1. Do not approve refund taxes for 2022, 2021
2. Approve refund for 2022 & 2021 at Disable Veterans amount

**Recommended Alternative:** Staff recommends Alternative 1

**Other Alternatives:** 2

**Department Review:** Tax Assessor, County Commissioners

**Attachments:** PRC, and Veterans letter and Deeds. GA HS law concerning





# Tax Refund Request

Please review the Effingham County Ad Valorem Tax Refund Policy carefully. All taxes on the parcel in question must be paid in full prior to making a refund request. Refund request must be made within three (3) years of the tax payment. This form must be completely filled out.

Tax Payer Name: Rex Husband

Mailing Address: 7595 Rolling Hill rd  
N. Prince George VA 23860

Phone Number: (619) 387-6244

Parcel Information (Information on parcel(s) to which refund is requested)

Parcel ID# (PIN#): 0374A023

Taxes Paid Date: 2021

Amount Tax Due: 2022

Amount Tax Paid: 5018.19

Physical Address of Parcel: 213 Zittrower rd, Guyton GA 31312

Summary Statement (Please provide factual or legal error which have resulted in erroneous or illegal taxation)

My wife and I purchased the property in April 2020, I was discharged from the military Nov 2021, I requested to be tax exempted from house because of my VA rating of 100%. I was denied because the house was still in the previous owner name. I was unable to find deed to the property and upon calling again I was informed that the house was in our name since purchasing of the house in APR 2020

I would like to Request a Conference/Hearing with:

Board of Commissioners

Was the property appealed to:

Board of Equalization

Board of Assessors

Superior Court

Result: \_\_\_\_\_

Tax Payer Signature: Rex Husband

Date: 17 OCT 2022

Please attach any additional information that you believe would be helpful to this Request Form and submit by mail or hand delivery to the Clerk of the Effingham County Board of Commissioners at the address listed below.

**Request form shall be mailed to:**  
**Effingham County Board of Commissioners**  
**County Clerk**  
**601 North Laurel Street**  
**Springfield, GA 31329**



**DEPARTMENT OF VETERANS AFFAIRS**  
810 Vermont Ave NW  
Washington, D.C. 20420

February 08, 2022

Rex Allan Husband li II  
213 Zittrouer Rd  
Guyton, GA 31312

In Reply Refer to:  
xxx-xx-4781  
27/eBenefits

Dear Mr. Husband li:

This letter certifies that Rex Allan Husband li II is receiving service-connected disability compensation from the Department of Veterans Affairs.

The current benefit paid is as follows:

<b>Gross Benefit Amount</b>	\$3,772.22
<b>Net Amount Paid</b>	\$3,772.22
<b>Effective Date</b>	February 1, 2022
<b>Combined Evaluation</b>	100 percent

**How You Can Contact Us**

- If you need general information about benefits and eligibility, please visit us at <https://www.ebenefits.va.gov> or <http://www.va.gov>.
- Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833.
- Ask a question on the Internet at <https://iris.custhelp.va.gov>.

Sincerely,

when I called stating that the house was now in my name they didn't believe me until I stated that I have paperwork stating that the tax information was in the previous owners name until June 13, 2022.

I believe in owed back taxes I was prohibited to file necessary paperwork because of the fault of the accusers office

Dy H. H. H. H.



DEPARTMENT OF VETERANS AFFAIRS  
810 Vermont Ave NW  
Washington, D.C. 20420

February 08, 2022

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Sincerely,

ingAP - Sales Information - [User ID = ngroover] - 0374A023 AY2023 ? X

Parcel # 0374A-023 Key 1288888 Load Image (1)

Grantor	Date	Deepage	Rsn	Saleprice	Sq	Aud	di
BARNES JEREMIAH TOPEZ	09/16/2022	2809.704	FM	455000	R...	N	N
HUSBAND II REX ALLAN AND SABRINA	04/15/2020	2585.842	FM	375000	R...	N	N
QUINETTE BRANDON COREY & MALLORY A...	01/06/2017	2386.172	FM	299000	R...	N	N
SPRANKLE HERBERT F SR & BRENDA S	05/15/2014	2244.763	FM	267050	R...	N	N
WR ENTERPRISES LLC	12/10/2013	2224.945	G	17500	R...	N	N
COASTAL BANK THE	05/06/2010	1936.70	F	1000000	R...	N	N
EFFINGHAM LAND INVESTORS	04/29/2005	1295.252	IV				

Grantee

Buyer BARNES JEREMIAH TOPEZ  
Seller HUSBAND II REX ALLAN AND SABRINA

PT-61 # PT-61 051-2022  
Sale Date 09/16/2022  
RETT 0.00

Deed Plat  
Book Page 2809 704  
C126 C

Digest Value (SB346)

Print Survey  
Survey Sent  
Survey Received  
Inspected

Asmt Reason HOMESTEAD EXEMPTION APPLIED

Far Market - Improved RSN (ALT)

State (Y/N) N

Sale Price 455,000

Adjustment 0

Timber Adj 0

Multi Pin Adj 0

Pers Adj 0

Other Adj 0

Acres 0

Instrument 0

Qualifier MAWVAL

FMV 0

Strat Residential

Class Improved

Land Class / Strat: R3

Net Saleprice 455000

Vacant Land Sale  
Real Estate Listing

Cancel New Delete Apply OK

Edit History

Comments



1205083031  
7067927936  
PARTICIPANT ID



Return To:  
Jeffrey W. Rubnitz  
Rubnitz Thompson Ziblut, LLC  
617 Stephanson Avenue Suite 202  
Savannah, GA 31405  
File 221926

**BK:2809 PG:704-705**  
**D2022009570**

FILED IN OFFICE  
CLERK OF COURT  
09/21/2022 01:46 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

REAL ESTATE  
TRANSFER TAX  
PAID: 5455.00

PT-61 051-2022-002847

STATE OF GEORGIA

COUNTY OF EFFINGHAM

### LIMITED WARRANTY DEED

THIS INDENTURE is made this 16th day of September, 2022, by and between REX ALLAN HUSBAND, II AND SABRINA HUSBAND, ("Grantor") and JEREMIAH TOPEZ BARNES ("Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and/or assigns where the context requires or permits),

#### WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following described Property (the "Property") to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, known and designated as LOT NO. TWENTY-THREE (23), MYRTLEWOOD SUBDIVISION, PHASE II, Revised, as shown and represented on that certain plat of survey made and prepared by Adolph N. Michells, Georgia Registered Land Surveyor No. 1323, bearing a survey date of July 15, 2005, and a plat date of June 1, 2006, and being recorded in Plat Cabinet C, Slide 126C, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, which is incorporated into this description by specific reference thereto. Said lot of land being bounded, now or formerly, as follows; Northeasterly by Lot No. 22; Southeasterly by lands of others; Southwesterly by Lot No. 24; and Northwesterly by the right of way of Zittrouer Road, all as shown on the above referred to plat of survey.

Said property having an address of 213 Zittrouer Rd, Guyton, GA 31312, and a property tax number of 0374A-023.

This being the same property conveyed to Rex Allan Husband, II and Sabrina Husband by Limited Warranty Deed from Brandon Corey Quinette and Mallory Ann Quinette, dated April 15, 2020, and recorded in Deed Book 2585, Page 842, Effingham County records.

Subject, however, to all valid restrictive covenants, easements and rights-of-way of record.

BK:2809 PG:705

TO HAVE AND TO HOLD the Property 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 Grantee, forever in Fee Simple.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed, or has caused its duly authorized representative to execute, this Limited Warranty Deed under seal, and deliver this Limited Warranty Deed, all as of the day and year first above written.

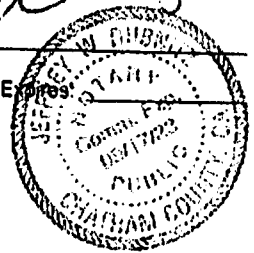
Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Rex A. Husband, II A/K/A/Rex Allan Husband, II

[Signature]  
Sabrina Husband

[Signature]  
Notary Public  
My Commission Expires  
(notarial seal)



(seal)



Item XI. 1.

BK:2585 PG:843

This conveyance is made subject to that certain Declaration of Protective Covenants for Myrtlewood Subdivision, Phase II, dated May 24, 2006, and recorded in Deed Book 1456, pages 276-287, and re-recorded in Deed Book 1466, pages 315-326, and that certain Assignment of Declarant's Rights for Declaration of Protective Covenants for Myrtlewood Subdivision, Phase II, dated October 26, 2010, and recorded in Deed Book 1998, pages 463-465, and that certain First Amended Declaration of Protective Covenants for Myrtlewood Subdivision, Phase II, dated February 18, 2011, and recorded in Deed Book 1998, pages 466-471, In the Office of the Clerk of Superior Court of Effingham County, Georgia.

This conveyance is also made subject to that certain 15' utility easement, as shown and represented on that certain plat of survey made and prepared by Adolph N. Michells, Georgia Registered Land Surveyor No. 1323, bearing a survey date of July 15, 2005, and a plat date of June 1, 2006, and being recorded in Plat Book C, Slide 126C, aforesaid records.

**SUBJECT HOWEVER** to all restrictive covenants, easements and rights-of-way of record, Subject to any Easements or Restrictions of Record. Subject to any Easements or Restrictions of Record.

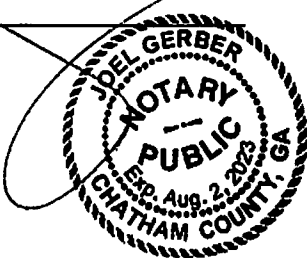
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit, and behoof of the said Grantee forever in FEE SIMPLE. Grantor expressly covenants that Grantor is seized of said property in good fee simple title and that Grantor has the full right, power and authority to convey the same; that the said property and the Grantor thereof are free and clear of any liens, claims or encumbrances whatever whereby the title to said property may anywise be charged, changed, impaired or defeated and that the Grantor will forever WARRANT and DEFEND the said premises against the lawful claims of all persons owning, holding or claiming by, through or under the said Grantor.

**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:

*William Parker*  
Unofficial Witness

*B. C. A.*  
Brandon Corey Quinette (L.S.)

Notary Public  


*Mallory Ann Quinette*  
Mallory Ann Quinette (L.S.)

0374A023		2022 Effingham County Board of Assessors				10/3/2022 9:53:16 AM Acct # 9456 jkeys		Item XI. 1.			
Owner Information		General Property Information				Values					
QUINETTE BRANDON COREY AND MALLORY ANN 213 ZITTROUER RD  GUYTON, GA 31312		SITUS		213 ZITTROUER RD		Imp Val		327,422			
		LEGAL		.80 AC LOT 23 (OUT 374-18C)		Acc Val		30,260			
		Tax District		01-County	GMD	1559	Homestead	S0	Land Val		47,000
		Total Acres		0.80		LL	No Covenant		Total Value		404,682
		Zoning		R-1	LD	Acc/Des		0 - .000000	2021 : 342,107		2020 : 331,252
		Unit		Return Value		0		2019 : 363,775		2018 : 299,000	
- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	0374A: LAND: 00001/ BLDG: 00115 - 1.00			

SALES INFORMATION								
Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
QUINETTE BRANDON COREY &	SPRANKLE HERBERT F SR &	01/06/2017	2386 172	C 126C	299,000	R1		0 FM
SPRANKLE HERBERT F SR &	WR ENTERPRISES LLC	05/15/2014	2244 763	C126 C	267,050	R1		0 FM
WR ENTERPRISES LLC	COASTAL BANK THE	12/10/2013	2224 945	C126C1	17,500	R3		0 G

LAND INFORMATION											
CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
R3	623 0374A-MYRTLEWOOD	Lot	1.00	0	0			47,000.00	47,000.00	1.00	47,000

ACCESSORY IMPROVEMENTS - 0374A023															
CS	Descrip	Dim1	Dim2	Units	Year	Grade	Depr	Ovr D	Pcom	Func	Econ	Neigh	IDnits	Value	Photo ?
R9	FIRE CHARGE-RES_MH	0	0	1	2020	1.00		0.00	1.00	1.00	1.00	1.00	2982.00		False
R1	FIRE FEE-RES	0	0	0	2014			0.00	1.00	1.00	1.00	1.00			False
R1	HOME SITE ABOVE AVERAGE	0	0	1	2014	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	12950	False
R1	NO VALUE BUILDING	0	0	1	2018			0.00	1.00	1.00	1.00	1.00	1.00		False
R1	POOL, RESID, VINYL	16	32	512	2018	1.00	0.98	0.00	1.00	1.00	1.00	1.00	1.00	17310	False
R1	SANITATION - REGULAR	0	0	0	2013			0.00	1.00	1.00	1.00	1.00	1.00		False

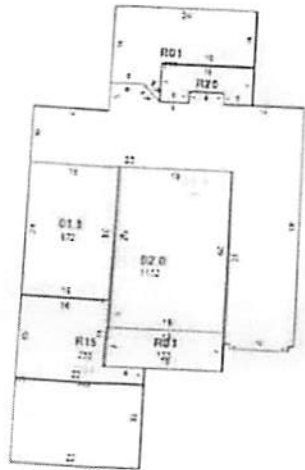


RES IMP - 0374A023   213 Zittrouer Rd							
Impr Key	21734	Roof Shape	GABLE/HIP	Basement / Attic	Squarefoot	Phy Depr	0.97
Class / Strat	R1	Floor Construction	Elevated Slab	Bsmt / Finish	0 / 0.00	Phy OVR	0.00
Occupancy / Style	One Family	Floor Finish	Carpet/Hardwood	Attic / Finish	0 / 0.00	Func Obsol	1.00
Rooms	0	Interior Wall	Sheetrock	Bsmt Qual		Econ Obsol	1.00
Bedrooms	0	Interior Ceiling	Sheetrock	Attic Qual		% Complete	1.00
Heated Area	2,982	Heat	Cent Heat / AC	Grade	1.20	Neigh Adj	1.15
Story Height	1 STORY FINISHED	Plumbing:Std Comp	1	Year Built	2014	CD	1.00
Foundation	Slab Perimeter	Plumbing: Extra Fix	7	Eff Year Built	2015	FMV	327,422
Exterior Wall	Brick Veneer	Full Baths	3	Condition	Average	MAV	0
Roofing	Fiberglass Panels	Half Baths	0	RCN	293,520	OVR FMV	0

Sketch Legend			Other Features	
Code	Type	Area	CODE TYPE	AREA
R01	01 Open Porch	133	Pre-fab 1 sty 1 Box	1
R20	20 Screen Porch	100		
R01	01 Open Porch	277		
R04	04 Garage	588		
R15	15 Add/ Garage	258		
01.0	1 Sty no attic	950		
02.0	2 Sty no attic	551		
01.8	1 3/4 Sty /Fin 3/4	384		



Homesite raised due to long driveway into backyard- 3/20/2015  
 Changed the sketch to match pictures, house was in sketch as 1 story. WW 12-14-17  
 grade 120 2020 study/ sb/jk



0374A023

2022 Effingham County Board of Assessors

10/3/2022 9:53:16 AM  
Acct # 9456  
jkeys

Item XI. 1.

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ACCESSORY IMPROVEMENTS - 0374A023

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Sketch Legend		Other Features	
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 grade 120 2020 study/ sb/jk





## 48-5-48. Homestead exemption by qualified disabled veteran; filing requirements; periodic substantiation of eligibility; persons eligible without application; retroactive award.

(a) As used in this Code section, the term "disabled veteran" means:

(1) Any veteran who is a citizen and a resident of this state, who was discharged under honorable conditions, and who has been adjudicated by the United States Department of Veterans Affairs as having a service related disability that renders such veteran as being 100 percent totally disabled or as being less than 100 percent totally disabled but is compensated at the 100 percent level due to individual unemployability or is entitled to receive a statutory award from the United States

Department of Veterans Affairs for:

(A) Loss or permanent loss of use of one or both feet;

(B) Loss or permanent loss of use of one or both hands;

(C) Loss of sight in one or both eyes; or

(D) Permanent impairment of vision of both eyes of the following status: central visual acuity of 20/200 or less in the better eye, with corrective glasses, or central visual acuity of more than 20/200 if there is a field defect in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends on angular distance no greater than 20 degrees in the better eye;

(2) An American veteran of any war or armed conflict in which any branch of the armed forces of the United States engaged, whether under United States command or otherwise, and that he or she is disabled due to the loss or loss of use of both lower extremities such as to preclude locomotion without the aid of braces, crutches, canes, or a wheelchair; due to blindness in both eyes, having only light perception, together with the loss or loss of use of one lower extremity; or due to the loss or loss of use of one lower extremity together with residuals of organic disease or injury which so affect the functions of balance or propulsion as to preclude locomotion without resort to a wheelchair;

(3) Any disabled veteran who is not entitled to receive benefits from the Department of Veterans Affairs but who qualifies otherwise, as provided for by Article VII, Section I, Paragraph IV of the Constitution of Georgia of 1976;

(4) An American veteran of any war or armed conflict who is disabled due to loss or loss of use of one lower extremity together with the loss or loss of use of one upper extremity which so affects the functions of balance or propulsion as to preclude locomotion without the aid of braces, crutches, canes, or a wheelchair; or

(5) A veteran becoming eligible for assistance in acquiring housing under Section 2101 of Title 38 of the United States Code as hereafter amended on or after July 1, 1999.

(b) Any disabled veteran as defined in any paragraph of subsection (a) of this Code section who is a citizen and resident of Georgia is granted an exemption of the greater of \$32,500.00 or the maximum amount which may be granted to a disabled veteran under Section 2102 of Title 38 of the United States Code, as amended, on his or her homestead which such veteran owns and actually occupies as a residence and homestead, such exemption being from all ad valorem taxation for state, county, municipal, and school purposes. As of January 1, 2004, the maximum amount which may be granted to a disabled veteran under the above-stated federal law is \$50,000.00. The value of all property in excess of the exempted amount cited above shall remain subject to taxation. The unremarried surviving spouse or minor children of any such disabled veteran as defined in this Code section shall also be entitled to an exemption of the greater of \$32,500.00 or the maximum amount which may be granted to a disabled veteran under Section 2102 of Title 38 of the United States Code, as amended, on the homestead so long as the unremarried surviving spouse or minor children continue actually to occupy the home as a residence and homestead, such exemption being from all ad valorem taxation for state, county, municipal, and school purposes. As of January 1, 2004, the maximum amount which may be granted to the unremarried surviving spouse or minor children of any such disabled veteran under the above-stated federal law is \$50,000.00. The value of all property in excess of such exemption granted to such unremarried surviving spouse or minor children shall remain subject to taxation.

(b.1) The unremarried surviving spouse or minor children of any disabled veteran shall also be entitled to an exemption of the greater of \$32,500.00 or the maximum amount on a homestead, or any

subsequent homestead within the same county, where such spouse or minor children continue to occupy the home as a homestead, such exemption being from ad valorem taxation for state, county, municipal, and school purposes.

(c)

(1) Any disabled veteran qualifying pursuant to paragraph (1) or (2) of subsection (a) of this Code section for the homestead exemption provided for in this Code section shall file with the tax commissioner or tax receiver a letter from the Department of Veterans Affairs or the Department of Veterans Service stating the qualifying disability.

(2) Any disabled veteran qualifying pursuant to paragraph (3) of subsection (a) of this Code section for the homestead exemption provided for in this Code section shall file with the tax commissioner or tax receiver a copy of his DD form 214 (discharge papers from his military records) along with a letter from a doctor who is licensed to practice medicine in this state stating that he is disabled due to loss or loss of use of both lower extremities such as to preclude locomotion without the aid of braces, crutches, canes, or a wheelchair; due to blindness in both eyes, having only light perception, together with the loss or loss of use of one lower extremity; or due to the loss or loss of use of one lower extremity together with residuals of organic disease or injury which so affect the functions of balance or propulsion as to preclude locomotion without resort to a wheelchair. Prior to approval of an exemption, a county board of tax assessors may require the applicant to provide not more than two additional doctors' letters if the board is in doubt as to the applicant's eligibility for the exemption.

(3) Any disabled veteran qualifying pursuant to paragraph (4) of subsection (a) of this Code section for the homestead exemption provided for in this Code section shall file with the tax commissioner or tax receiver a letter from a doctor who is licensed to practice medicine in this state stating the qualifying disability. Prior to approval of an exemption, a county board of tax assessors may require the applicant to provide not more than two additional doctors' letters if the board is in doubt as to the applicant's eligibility for the exemption.

(4) Any disabled veteran qualifying pursuant to paragraph (5) of subsection (a) of this Code section for the homestead exemption provided for in this Code section shall file with the tax commissioner or tax receiver a letter from the Department of Veterans Affairs or the Department of Veterans Service stating the eligibility for such housing assistance.

(d) Each disabled veteran shall file for the exemption only once in the county of his residence. Once filed, the exemption shall automatically be renewed from year to year, except as provided in subsection (e) of this Code section. Such exemption shall be extended to the unremarried surviving spouse or minor children at the time of his death so long as they continue to occupy the home as a residence and homestead. In the event a disabled veteran who would otherwise be entitled to the exemption dies or becomes incapacitated to the extent that he or she cannot personally file for such exemption, the spouse, the unremarried surviving spouse, or the minor children at the time of the disabled veteran's death may file for the exemption and such exemption may be granted as if the disabled veteran had made personal application therefor.

(e) Not more often than once every three years, the county board of tax assessors may require the holder of an exemption granted pursuant to this Code section to substantiate his continuing eligibility for the exemption. In no event may the board require more than three doctors' letters to substantiate eligibility.

(f) Any person who as of January 1, 1991, has applied and is eligible for the exemption for disabled veterans, their surviving spouses, and minor children formerly provided for by the sixth unnumbered subparagraph of Article VII, Section I, Paragraph IV of the Constitution of 1976; the exemption for disabled veterans provided for in Article VII, Section II, Paragraph V of the Constitution of 1983; or the exemption for disabled veterans formerly provided for by Code Section 48-5-48.3 as enacted by an Act approved April 11, 1986 (Ga. L. 1986, p. 1445), shall be eligible for the exemption granted by subsection (b) of this Code section without applying for such exemption.

(g)

(1) If a disabled veteran receives a final determination of disability from the United States Department of Veterans Affairs containing a retroactive period of eligibility, such disabled veteran or his or her surviving unremarried spouse or minor children shall be entitled to a refund of the ad valorem taxes paid during such period that he or she or his or her surviving unremarried spouse or minor children would have otherwise been exempt from such taxes pursuant to this Code section, provided that the refund shall only be for the three tax years preceding his or her or his or her surviving unremarried spouse's or minor children's application for the homestead exemption permitted by this Code section.

(2) Upon application for the homestead exemption provided by this Code section and submittal of proper documentation, each county and municipality shall consider the taxes paid by such disabled



veteran or his or her surviving unremarried spouse or minor children under the circumstances provided in paragraph (1) of this subsection to be voluntarily or involuntarily overpaid and shall refund such taxes to such disabled veteran or his or her surviving unremarried spouse or minor children in accordance with Code Section 48-5-380.

(3) Upon final determination and approval of a period of prior eligibility, the county board of assessors shall immediately transmit such approval to the local tax commissioner and local municipal tax officer if applicable. The tax commissioner and municipal tax officer shall be authorized to refund the proportionate amount of taxes from the entities for whom the taxes were collected for the tax years approved for the exemption. Such refund shall not exceed three tax years and shall not include interest.

## 48-5-40. Definitions.

As used in this part, the term:

(1) "Applicant" means a person who is:

(A)

(i) A married individual living with his or her spouse;

(ii) An individual who is unmarried but who permanently maintains a home for the benefit of one or more other individuals who are related to such individual or dependent wholly or partially upon such individual for support;

(iii) An individual who is widowed having one or more children and maintaining a home occupied by himself or herself and the child or children;

(iv) A divorced individual living in a bona fide state of separation and having legal custody of one or more children, when the divorced individual owns and maintains a home for the child or children; or

(v) An individual who is unmarried or is widowed and who permanently maintains a home owned and occupied by himself or herself; and

(B) A resident of this state as defined in paragraph (15) of Code Section 40-5-1, as amended.

(2) "Home for the aged" means a facility which provides residential services, health care services, or both residential services and health care services to the aged.

(3) "Homestead" means the real property owned by and in possession of the applicant on January 1 of the taxable year and upon which the applicant resides including, but not limited to, the land immediately surrounding the residence to which the applicant has a right of possession under a bona fide claim of ownership. The term "homestead" includes the following qualifications:

(A) The actual permanent place of residence of an individual who is the applicant and which constitutes the home of the family;

(B) Where the person who is the applicant holds the bona fide fee title (although subject to mortgage or debt deed), an estate for life, or under any bona fide contract of purchase providing for the conveyance of title to the applicant upon performance of the contract;

(C) Where the building is occupied primarily as a dwelling;

(D) Where the children of deceased or incapacitated parents occupy the homestead of their parents and one of the children stands in the relation of applicant. This subparagraph shall apply whether or not the estate is distributed;

(E) Where a husband or wife occupies a dwelling and the title of the homestead is in the name of the wife;

(F) In the event a dwelling house which is classed as a homestead is destroyed by fire, flood, storm, or other unavoidable accident or is demolished or repaired so that the owner is compelled to reside temporarily in another place, the dwelling house shall continue to be classed as a homestead for a period of one year after the occurrence;

(G) In the event an individual who is the applicant owns two or more dwelling houses, he shall be allowed the exemption granted by law on only one of the houses. Only one homestead shall be allowed to one immediate family group;

(H) Where property is owned and occupied jointly by two or more individuals all of whom occupy the property as a home and if the property is otherwise entitled to a homestead exemption, the homestead may be claimed in the names of the joint owners residing in the home. Where the property on which a homestead exemption is claimed is jointly owned by the occupant and others, the occupant or occupants shall be entitled to claim the full amount of the homestead exemption;

(I) The permanent place of residence of an individual in the armed forces. Any such residence shall be construed to be actually occupied as the place of abode of such individual when the family of the individual resides in the residence or when the family is forced to live elsewhere because of the individual's service in the armed forces;

(J) Absence of an individual from his residence because of duty in the armed forces shall not be considered as a waiver upon the part of the individual in applying for a homestead exemption. Any member of the immediate family of the individual or a friend of the individual may notify the tax receiver or the tax commissioner of the individual's absence. Upon receipt of this notice, the tax receiver or tax commissioner shall grant the homestead exemption to the individual who is absent in the armed forces;

(K) The homestead exempted must be actually occupied as the permanent residence and place of abode by the applicant awarded the exemption, and the homestead shall be the legal residence and domicile of the applicant for all purposes whatever;

(L) In all counties having a population of not less than 23,500 nor more than 23,675, according to the United States decennial census of 2010 or any future such census, where the person who is the applicant holds real property subject to a written lease; the applicant has held the property subject to such a lease for not less than three years prior to the year for which application is made; and the applicant is the owner of all improvements located on the real property;

(M) The deed reflecting the actual ownership of the property for which the applicant seeks to receive a homestead exemption must be recorded in the deed records of the county prior to the filing of the application for the homestead exemption; and

(N) Absence of an individual from such individual's residence because of health reasons shall not in and of itself be considered as a waiver upon the part of the individual in applying for a homestead exemption if all other qualifications are otherwise met. Any member of the immediate family of the individual or a friend of the individual may notify the tax receiver or the tax commissioner of the individual's absence. Upon receipt of this notice, the tax receiver or tax commissioner shall grant the homestead exemption to the individual who is absent for health reasons.

(4) "Hospital" means an institution in which medical, surgical, or psychiatric care is provided to individuals who are sick, injured, diseased, mentally ill, or crippled. "Hospital" does not include an institution licensed as a nursing home under the laws of this state.

(5) "Institutions of purely public charity," "nonprofit hospitals," and "hospitals not operated for the purpose of private or corporate profit and income" mean such institutions or hospitals which may have incidental income from paying patients when the income, if any, is devoted exclusively to the charitable purpose of caring for patients who are unable to pay and to maintaining, operating, and improving the facilities of such institutions and hospitals, and when the income is not directly or indirectly for distribution to shareholders in corporations owning such property or to other owners of such property.

(6) "Occupied primarily as a dwelling" means:

(A) The applicant or members of his family occupy the property as a home; or

(B)

(i) The applicant or members of his family occupy a portion of the property as a home;

(ii) No more than one exemption may be claimed pursuant to this subparagraph in connection with the occupancy of one building, except in the case of a duplex or double occupancy dwelling when the line of division follows a natural and bona fide plan as to both land and building and the two units thus formed are separately owned and occupied.

## Staff Report

**Subject:** Approval of Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion design and construction management

**Author:** Alison Bruton, Purchasing Agent

**Department:** Multiple

**Meeting Date:** November 15, 2022

**Item Description:** Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion design and construction management

**Summary Recommendation:** Staff recommends Approval of Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion design and construction management

### Executive Summary/Background:

- Staff sent an RFP to the IDC consultants in September requesting proposals to design an expansion to the CEM Gymnasium for an EEMA and Recreation offices. Nine firms were contacted and one submittal was received.
  - Hussey Gay Bell: \$198,000.00
- Hussey Gay Bell was the original architect/engineer for the design of the current CEM Gym. Staff has reviewed the proposal and recommends award.

### Alternatives for Commission to Consider

1. Approval of Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion in the amount of \$198,000.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Project Manager, Purchasing, Finance

**Funding Source:** SPLOST

**Attachments:** Task Order 23-REQ-007 and Attachment



**NOTICE TO PROCEED**

TO: Hussey Gay Bell

RE: NOTICE TO PROCEED

Task Order 23-REQ-007 – CEM Gym Expansion Design and Construction Management

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: \_\_\_\_\_

**HUSSEY GAY BELL**  
— Established 1958 —

20 October 2022

Ms. Alison Burton, Purchasing Agent  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
804 S. Laurel Street  
Springfield, GA 31329

**RE: PROPOSED CLARENCE MORGAN GYM OFFICE EXPANSION  
ARCHITECTURAL & ENGINEERING DESIGN SERVICES FEE PROPOSAL  
23-REQ-007**

Dear Ms. Burton:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural and Engineering design services for the proposed office expansion to the Clarence Morgan Gymnasium. Please see below for our proposed fees.

**BASIC DESIGN SERVICES**

Basic Design Services includes architectural design, interior design, civil engineering and landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic building permits, and allow for competitive bidding and construction of the proposed addition. The scope of work for basic design services includes design, permitting, bidding, construction administration, and project closeout. Also included is detailed cost estimating. We propose to provide Basic Design Services for a not-to-exceed fee of **\$198,000.00**, based on the IDC rates. The proposed fee breaks down as follows.

HGB Architecture and Interiors	47%
HGB Civil Engineering	15%
HGB Structural Engineering	10%
SDC P/M/E/FP Engineering	25%
Accelerate Cost Estimating	3%

The above fee is based on the 2019 conceptual expansion plan, that is approximately 6,000 SF.

**POSSIBLE ADDITIONAL SERVICES**

These services are not included in Basic Design Services above. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Topographic Survey  
Geotechnical Report  
Phase I ESA  
Special Inspections Required by IBC 2018  
Structural Observations Required by IBC 2018  
Deep or Special Foundations  
Traffic Study  
Off-site Utilities and  
Sanitary Sewer Pump Station and Force Main  
Boundary and Easement Plats  
ALTA Survey  
Property Staking  
Zoning  
Site Lighting  
Specialty Permitting (GDOT, USA COE, Rail, etc.)  
Code or Regulation Changes  
Wetlands Delineation and Mitigation  
Flood Plain Studies and Mitigation

**HUSSEY GAY BELL**  
— Established 1958 —

Environmental Studies  
LEED Certification  
Furniture  
Hi-Res 3-D Color Rendering  
Value Engineering  
Specialty Consultants (A/V, IT-Low Voltage, Food Service, etc.)  
Commissioning  
Fire Demand Analysis

**REIMBURSABLE EXPENSES**

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing, out of town travel (we consider Effingham County to be local), and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend a reimbursable allowance of **\$3,000.00**.

If you have any questions, please give me a call. Thank you for this opportunity and we are looking forward to working with Effingham County on another successful project.

Sincerely,

**HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.**

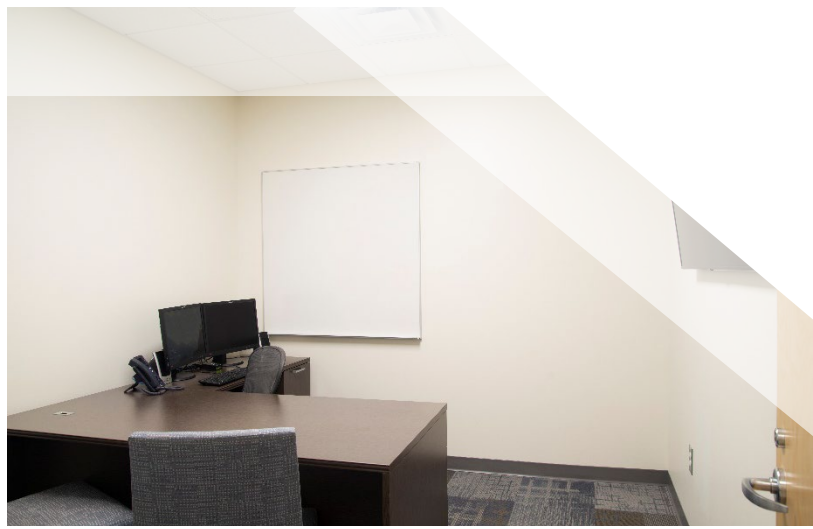
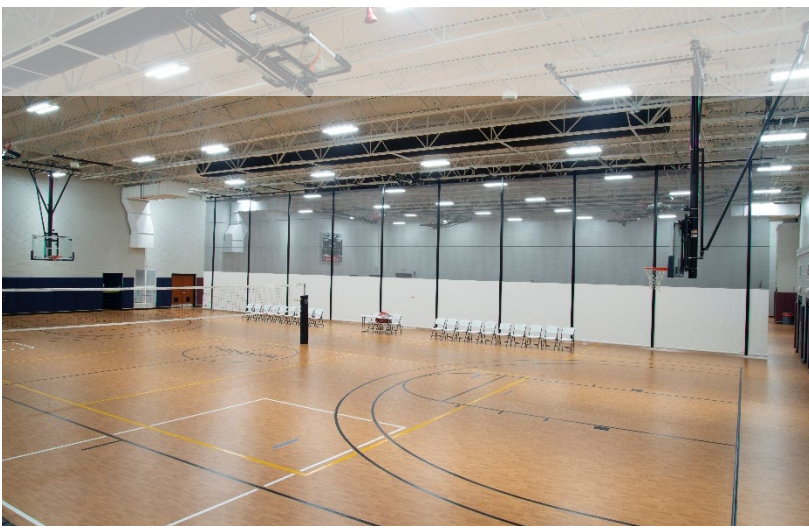
*Robert Armstrong, AIA*

Robert Armstrong, AIA  
Vice President



23-REQ-007  
2022 Clarence E. Morgan Gym Office Expansion  
Design Services

October 20, 2022, 11:00 a.m.







**Table of Contents**



**HUSSEY GAY BELL**  
Established 1958

## A. Letter of Interest

### A. Letter of Interest

October 20, 2022

Ms. Alison Bruton  
Purchasing Agent  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329

#### RE: RFP, 2022 Clarence E. Morgan Gym Office Expansion – Design Services

Dear Ms. Bruton and Members of the Selection Committee:

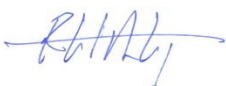
Hussey, Gay, Bell & DeYoung International, Inc. (herein referred to as “Hussey Gay Bell”) respectfully requests consideration for the subject project. A few select points about the enclosed qualifications:

**Local Government, It's What We Do.** Hussey Gay Bell is a regionally recognized, award-winning A-E firm specializing in the design of Government, Judicial, Civic, Fire, Public Safety, and Police Facilities. Hussey Gay Bell's seasoned team of experts understands and embraces the unique requirements and design considerations each of these facilities require to be successfully delivered and provides a range of services including feasibility studies, needs assessments, programming, master planning, design, and construction administration services for these highly specialized facilities. Hussey Gay Bell's architects, interior designers and engineers work closely with Elected Officials, Directors, Department/Office Heads, and other stakeholders to design facilities that consider short- and long-term needs – to design facilities that embrace your programmatic needs now but also provide for growth provisions well into the future. We design facilities that enhance safety and well-being, facilities that reduce stress through smart design, facilities that embrace the local community design standards, and facilities that embrace the latest trends in design.

**We Are Local And We Know Effingham County.** Hussey Gay Bell's office is 45 minutes from the project site ensuring the firm's ability to be proactive and efficient throughout the life of the project. In addition to designing and completing the original Clarence E. Morgan gym as well as providing the master plan concepts for future expansion to the gym, we have also completed 52 other projects for Effingham County. We know the community, the staff, the permitting process and most importantly, the essence of Effingham County. There is no learning curve.

We are eager to continue our work on this project and with Effingham County and trust our experience, suitability and experience on similar projects will best serve the interests of all stakeholders. The firm commits to the requirements specified in this RFP. I acknowledge receipt of Addendum No.1 dated September 12, 2022; Addendum No. 2 dated September 27, 2022; and Addendum No. 3 dated September 29, 2022 and we appreciate the opportunity to submit our qualifications to highlight our expertise. We look forward to your favorable consideration. Please contact me directly at 912.354.4626 or [armstrong@husseygaybell.com](mailto:armstrong@husseygaybell.com) if you have any questions or desire additional information in making your selection.

Sincerely,  
**HUSSEY, GAY, BELL & DEYOUNG INTERNATIONAL, INC.**



Robert Armstrong, AIA  
Principal





## C. Project Approach/Work Plan

### C. Project Approach/Work Plan

#### PROJECT UNDERSTANDING & EXPERTISE:

Per the RFP, we understand that Effingham County is seeking architectural and engineering design services to perform needed services to prepare an expansion of the current Clarence E. Morgan Gym. The expansion will provide additional office space for the Recreation Department, office space for the Effingham Emergency Management Agency, and create an Emergency Operations Center with auxiliary facilities that will also serve as a multi-purpose community room.

Hussey Gay Bell is the most qualified firm for this expansion project having designed and completed the original gym as well as provided the master plan concepts for future expansion to the gym. We also have extensive experience with expansions/additions, multi-purpose community spaces, and emergency operations. In addition to expansions/additions projects, Hussey Gay Bell often designs buildings with shell space to build out in the future. Similar project experience is provided below followed by our typical project approach.



*Effingham County Clarence E. Morgan Complex Phase 2 – New Gym, Springfield, GA*

#### Facilities with multi-purpose community spaces:



*Floyd Adams Jr. City Services Complex; SMPD Central Police Precinct; Penn Ave Resources Center – Savannah, GA*

#### Facilities with emergency operations:

- Public Safety Complex, Forsyth County, GA
- Hall County Sheriff's Office, Gainesville, GA
- Emergency Operations Center, North Charleston, SC
- Goshen Road Public Safety Building, Effingham County, GA
- Floyd Adams, Jr. City Services Complex, Savannah, GA



#### Expansion projects:

- Effingham County Jail & Sheriff's Office, Springfield, GA
- W. Harold Pate Courthouse Annex Building Expansion, Glynn County, GA
- Floyd Adams, Jr. City Services Complex, Savannah, GA
- Savannah Convention Center, Savannah, GA
- Toombs County Justice Center, Lyons, GA
- Pooler City Hall, Pooler, GA







C. Project Approach/Work Plan

Our proposed implementation plan and programming process is described below.

**IMPLEMENTATION PLAN/PROGRAMMING PROCESS:**

At Hussey Gay Bell, we define architectural programming as the research and decision-making process that identifies the scope of work to be designed. We understand the various programmatic components of your project and have significant experience with expansions/additions of municipal facilities. Hussey Gay Bell understands that programming and its attention to the end-users of buildings is a priority. The advantages of programming are:

- Involvement of interested parties in the definition of the scope of work prior to the design effort.
- Emphasis on gathering and analyzing data early in the process so that the design is based upon sound decisions.
- Efficiencies gained by avoiding redesign as requirements emerge during architectural design.

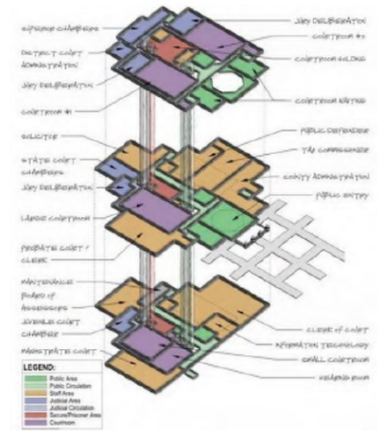
Our goal is a "whole building" design approach intended to create a successful high-performance building. To achieve that goal, Hussey Gay Bell will apply an integrated design approach to the project during the planning and programming phases. Architectural programming is inherently a team process. Individuals involved in the building design should interact closely throughout the design process. The County, as owner, the building occupants, and operation and maintenance personnel should be involved to contribute their understanding of how the building and its systems will work for them once they occupy it.

**JUSTICE CENTER SPACE PROGRAM**

Department	2022 SF	2027 SF	2032 SF	2037 SF	2042 SF
County:					
• 66,000 SF needed in 20 years.					
County Offices:					
• 14,200 needed in 20 years.					
• Existing space to current need indicates lack of standard space for same number of staff.					

**JAIL/SHERIFF'S OFFICE SPACE PROGRAM**

Department	2022 SF	2027 SF	2032 SF	2037 SF	2042 SF
Jail:					
• 73,850 SF needed in 20 years; and					
• 248 Beds					
Sheriff's Office:					
• 21,630 SF needed in 20 years					
• Inmate housing is the largest growth in current need					



Programming and Concept Stacking Diagram for Toombs County Judicial Center (from the Feasibility Study)

**County Staff Involvement**

Prior to the beginning of the programming process with the County, the Hussey Gay Bell team will meet with the County staff to develop a list of the stakeholders to be involved. Lines of communication will be established to determine how and when meetings will be called, what the agenda will be, how records of the meetings will be kept, and how decisions are made. Our consensus-building approach for identifying the space needs of the project will include the following:

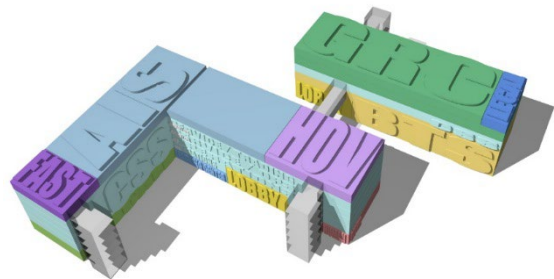
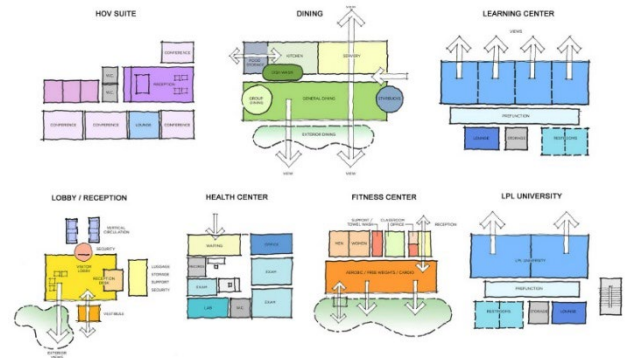
- A visioning Programming Workshop (if desired);
- Confirmation of required spaces and departments;
- Establishment of the size and relationships of these spaces;
- Review and refinement of plans using 3-D blocking; and
- Project budget and schedule requirements.

The intent of our Programming Workshop is to confirm the mission and vision for your buildings by discussion of such factors as desired culture, growth goals, strengths, weaknesses, opportunities, and strategic plan. Specific project guidelines (function, aesthetics, contextual issues, sustainability, maintainability, budget, schedule) must be addressed to ensure that each stakeholder's unique definition of a successful project will be identified and documented. Participants are encouraged, at this stage of the project, to include comments and creative contributions within their areas of expertise as well as in areas outside their respective disciplines. The objective of the Workshop is to clearly disseminate their expectations for the project to the design team and for all participants to understand what is needed to make the project a success. This is the first step to establishing the cohesive team that will bring the project into reality. Possible agenda topics include the following:

- Introduce the County's Team to the Design Team.

## C. Project Approach/Work Plan

- Discuss goals and visions for the project.
- Review, discuss and prioritize the program objectives.
- Discuss architectural components, including the Judicial Center's contextual setting and site plan options.
- Confirm the initial schedule.
- Discuss workplace synergies and opportunities.
- Discuss design/site concept options and eliminate dead ends.
- Re-state cultural goals, mission, and vision for the project in light of the discussions.
- Confirm the mission and vision statements for the project and for the team.
- Review previous expansion concept designs from Hussey Gay Bell (*exhibit provided on page 10*).



Upon understanding clear goals and objectives for the project, the Design Team will organize and facilitate workshops with the multiple stakeholders and our programming/visioning experts to develop general descriptions of the spaces required to meet their general, specific, short- and long-range needs in all the Program divisions. We will incorporate technology integration, acoustics, lighting, building efficiency, building security and building operational intent. We have found that addressing the programmatic needs requires extensive technical expertise, and communication is key to the ultimate successful development of the project. We work hard to create an open atmosphere where all of the goals and objectives of the user groups and our resulting recommendations are thoroughly understood.

To control potential scope creep post-Program Workshop, it's critical that the County designate an individual or committee of individuals at project kick-off that will ultimately have the authority to make decisions on behalf of the County. When the County requests a change in scope, Mr. Armstrong will immediately work to price out the change and confirm what effects (if any) it will have on the overall budget and schedule. Any changes in scope will be discussed by key decision-makers for the County in the next scheduled meeting and to discuss the impacts on the budget and schedule.

### Programming Deliverables

The usual deliverable is a written architectural program, which is a comprehensive report that includes documentation of the methodology used, an executive summary, value and goal statements, the relevant facts, data analysis conclusions, and the program requirements, including space listings by function and size, relationship diagrams, space program sheets, stacking plans, and flow diagrams. Our comprehensive program will also include project cost estimates and a project schedule. Also included in the deliverables will be concept floor plans, a conceptual site plan and concept elevations and renderings. The site plan will be particularly important because the county intends to eventually relocate all count services to this site. It is imperative to masterplan the site and locate the new courthouse, parking, and site utilities to allow for future buildings and parking.

### Schematic Design, Construction Documents and Schedule

Early in the SD phase, we will want to have a detailed work session with key stakeholders to discuss every aspect of their space. In this session, we will go through every piece of casework, electrical outlet, technology requirements, etc. to ensure that everyone's expectations are met and that we are following the County's guide specifications and requirements. We have found that these work sessions aid in compressing the schedule by ensuring a majority of the decisions are made and agreed to early in the process to avoid backtracking later. We have also built in the standard review times of our documents along the process.

## C. Project Approach/Work Plan

### Cost Management

Our team will work closely with the County and the construction contractor to make sure all costs are accounted for at each phase of the design process. However, the most important estimate will be the first one, during programming and concept design. It is at this point we will establish our path forward, having determined the construction phasing option that maximizes your construction budget.

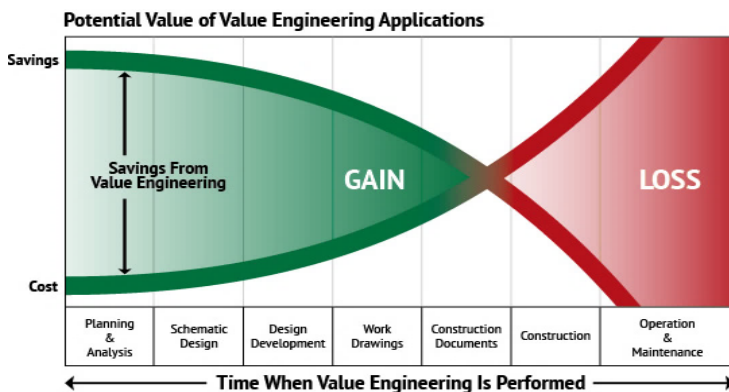
### Controlling Costs

- Begins with Programming & Concepts;
- Milestone Estimates;
- Value Engineering at Each Milestone; and
- Ends with QA/QC to Avoid Change Orders.

### Program vs. Budget

As the preliminary cost estimates demonstrate and confirm, the majority of all project costs reside in 5 core areas:

- 1) Efficiency (“Grossing Factor”): Ultimately, you are paying for the size of the building, and it is critical to confirm the building is not over-programmed. First, wants and needs must be separated. Secondly, the non-programmed space (i.e. circulation, restrooms, etc.) can vary widely. The efficiency of the plan can reduce the overall area.
- 2) Foundation & Structures
- 3) Skin & Roof
- 4) Mechanical Infrastructure
- 5) Electrical Infrastructure



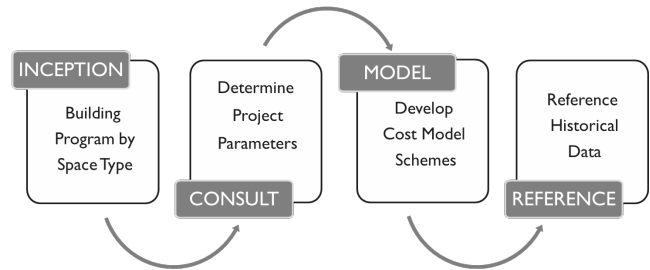
compliance.

Mr. Robert Armstrong will serve as the team’s leader on this project. Mr. Armstrong will have responsibility and accountability to the County and other key stakeholders. This includes oversight of the total project budget, schedule, and overall design quality.

### Reconciliation

At each phase of the process, Hussey Gay Bell will review the schedule, budget, quality assurance and confirm that the Owner’s objectives are met. Cost estimates will be incorporated at SD, DD, and GMP milestones. At each milestone, the County will issue approval to proceed to the next phase, including design and estimate, or instruct the team to modify the design to meet the

### DEVELOPING THE COST MODEL



### Value Engineering – Optimized Project Value

With the cost models and ability to reconcile the project budget and scope, value engineering is often times greatly reduced if not eliminated from the design process. However, there are times when budgets or scopes of work change and value engineering is required to regain budget compliance. In these situations, we work closely with the Owner to arrive at the most non-invasive and design sensitive value engineering options, while trying to keep the Owner’s program intact. With timely and accurate pricing, we are able to use the information to develop a roadmap to budget

### C. Project Approach/Work Plan

Owner's budget (if exceeded). A team relationship is critical to the success of the project and ensuring that the final product is reflective not of Hussey Gay Bell's preferences, but of those of the County.

#### **Process of Resolving Issues, Maintaining Project Commitments and Procedures for Solving Complex Project Issues**

At the project kick-off meeting, roles and responsibilities will be defined. Primary points-of-contact will be established for each team member and stakeholder entity. This protocol will help establish effective communication paths and provide the basis for maintaining timely project commitments to bring every issue to a successful resolution. It will also serve as the baseline for solving the many challenging opportunities and issues that will arise over the life of the project and will be the basis for conflict resolution.

As complex issues arise, we will use the following routine methods to address each issue:

- Break the complex issue(s) into several fewer complex parts.
- Set realistic time frames for solving the core parts of each issue.
- Assign responsibilities to the appropriately qualified team members for each core part.
- Bring the responsible parties together for a collaborative problem-solving session.
- Collect third party advice from experts, if required.
- When several solutions are optimum, work with the team to select the solution that is appropriate for the circumstances and consider budget implications.
- Hold team meetings on a weekly or as-needed basis during the programming, conceptual design, and design phases.
- Hold team meetings on a bi-weekly basis during the construction document and construction contract administration phases.
- Clearly and concisely document the issues, core parts, responsible parties, due dates, possible solutions and final solution in meeting notes.

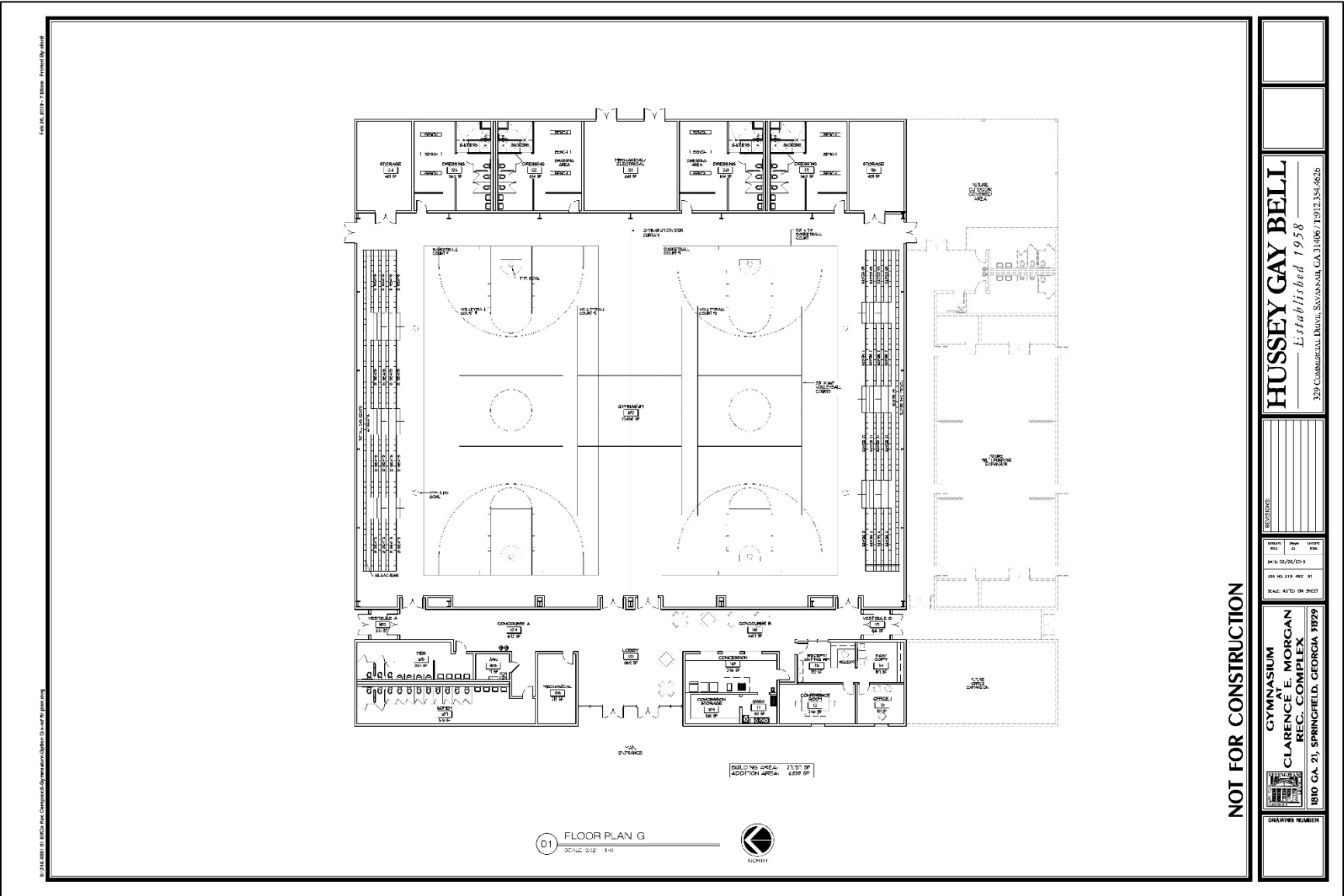
#### **Methods and Plans of Communication**

With Mr. Armstrong managing all communications, one person will be fully knowledgeable of where the project is and the decisions made as it progresses. In addition to the detailed submittal and review process, Hussey Gay Bell will supplement the decisions and data inputs throughout the process with meeting minutes and recorded email traffic. Day-to-day communications between the County and the design team will flow through Mr. Armstrong.





C. Project Approach/Work Plan





**D. Fee**

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**D. Fee**

Provided in a separate document.



## OFFICE LOCATIONS

329 Commercial Drive, Suite 200  
Savannah, GA 31406  
912.354.4626

3100 Breckinridge Boulevard, Building  
300  
Duluth, GA 30096  
770.476.7782

322 West Main Street, Suite 2<sup>E</sup>  
Blue Ridge, Georgia 30513  
706.621.4981

1100 Brampton Ave., Suite L-1  
Statesboro, GA 30458  
912.354.4626

1010 Gervais, Floor 3  
Columbia, SC 29201  
803.799.0444

531 South Main Street, Suite 201  
Greenville, SC 29601  
803.799.0444

474 Wando Park Blvd., Suite 201  
Mt. Pleasant, SC 29464  
843.849.7500

4117 Hillsboro Pike, Suite 206  
Nashville, TN 37215  
615.460.7515

[www.husseygaybell.com](http://www.husseygaybell.com)

**HUSSEY GAY BELL**  
— Established 1958 —

## Staff Report

**Subject:** Approval of Task Order 23-REQ-008 with Hussey Gay Bell for the Historic Central School renovation/restoration design and construction management

**Author:** Alison Bruton, Purchasing Agent

**Department:** Multiple

**Meeting Date:** November 15, 2022

**Item Description:** Task Order 23-REQ-008 with Hussey Gay Bell for the Historic Central School renovation/restoration design and construction management

**Summary Recommendation:** Staff recommends Approval of Task Order 23-REQ-008 with Hussey Gay Bell for the Historic Central School renovation/restoration design and construction management

### Executive Summary/Background:

- Staff sent an RFP to the IDC consultants in September requesting proposals to design the renovation/restoration of the Historic Central School Facility. Nine firms were contacted and one submittal was received.
  - Hussey Gay Bell: \$410,000.00
- Staff has reviewed the proposal and recommends award.

### Alternatives for Commission to Consider

1. Approval of Task Order 23-REQ-008 with Hussey Gay Bell for the renovation/restoration of the Historic Central School Facility in the amount of \$410,000.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Project Manager, Purchasing, Finance

**Funding Source:** SPLOST

**Attachments:** Task Order 23-REQ-008 and Attachment



**NOTICE TO PROCEED**

TO: Hussey Gay Bell

RE: NOTICE TO PROCEED

Task Order 23-REQ-008 – Historic Central School Renovation/Restoration Design and CM

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: \_\_\_\_\_



October 27, 2022

Ms. Alison Burton, Purchasing Agent  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
 804 S. Laurel Street  
 Springfield, GA 31329

**RE: PROPOSED HISTORIC CENTRAL SCHOOL RESTORATION  
 ARCHITECTURAL & ENGINEERING DESIGN SERVICES FEE PROPOSAL  
 23-REQ-008**

Dear Ms. Burton:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural and Engineering design services for the proposed renovation of the historic Central School. Please see below for our proposed fees.

#### **BASIC DESIGN SERVICES**

Basic Design Services includes architectural design, interior design, civil engineering and landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic building permits and allow for competitive bidding and construction of the proposed addition. The scope of work for basic design services includes design, permitting, bidding, construction administration, and project closeout. Also included is detailed cost estimating. We propose to provide Basic Design Services for a not-to-exceed fee of **\$410,000.00**, based on the IDC rates. The proposed fee breaks down as follows.

HGB Architecture and Interiors	51%
HGB Civil Engineering	10%
HGB Structural Engineering	4%
HGB Survey	2%
Duloherly Weeks P/M/E/FP Engineering	23%
Duloherly Weeks Low Voltage/IT/Telecom	2%
Whitaker Geotech	4%
Arrowood Haz-Mat Report	1%
Accelerate Cost Estimating	3%

As instructed during the RFP process, the above fee also includes topo survey, Geotech report, low voltage/IT/telecom design, and Haz-Mat (lead and asbestos) testing.

#### **POSSIBLE ADDITIONAL SERVICES**

These services are not included in Basic Design Services above. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

Phase I ESA  
 Special Inspections Required by IBC 2018  
 Structural Observations Required by IBC 2018  
 Deep or Special Foundations  
 Traffic Study  
 Off-Site Utilities  
 Sanitary Sewer Pump Station and Force Main  
 Boundary and Easement Plats

**HUSSEY GAY BELL**  
— Established 1958 —

ALTA Survey  
Property Staking  
Zoning  
Site Lighting  
Specialty Permitting (GDOT, USACE, Rail, etc.)  
Code or Regulation Changes  
Wetlands Delineation and Mitigation  
Flood Plain Studies and Mitigation  
Environmental Studies  
LEED Certification  
Furniture  
Hi-Res 3-D Color Rendering  
Value Engineering  
Specialty Consultants (A/V, IT-Low Voltage, Food Service, etc.)  
Commissioning  
Fire Demand Analysis

**REIMBURSABLE EXPENSES**

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing, out of town travel (we consider Effingham County to be local), and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend a reimbursable allowance of **\$3,000.00**.

If you have any questions, please give me a call. Thank you for this opportunity and we are looking forward to working with Effingham County on another successful project.

Sincerely,

**HUSSEY, GAY, BELL & DEYOUNG INTERNATIONAL, INC.**



Robert Armstrong, AIA  
Vice President



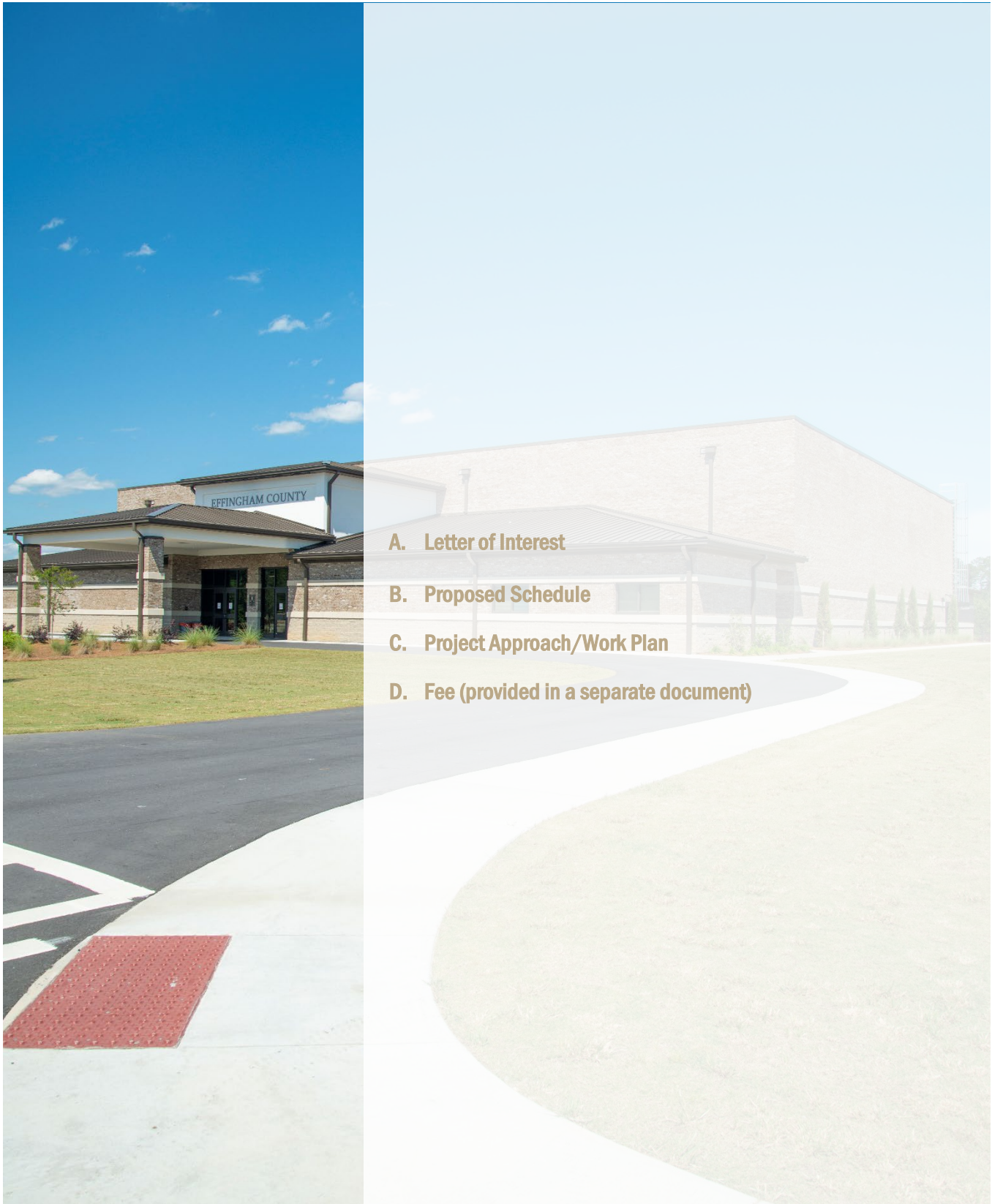


23-REQ-008  
Historic Central School Restoration  
Design Services

October 27, 2022, 11:00 am







- A. Letter of Interest**
- B. Proposed Schedule**
- C. Project Approach/Work Plan**
- D. Fee (provided in a separate document)**

**HUSSEY GAY BELL**  
Established 1958

## A. Letter of Interest

### A. Letter of Interest

October 27, 2022

Ms. Alison Bruton  
Purchasing Agent  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329

#### RE: 23-REQ-008 Historic Central School Restoration Design Services

Dear Ms. Bruton and Members of the Selection Committee:

Hussey, Gay, Bell & DeYoung International, Inc. (herein referred to as "Hussey Gay Bell") respectfully requests consideration for the subject project. A few select points about the enclosed qualifications:

**Local Government, It's What We Do.** Hussey Gay Bell is a regionally-recognized, award-winning A-E firm specializing in the design of Government, Judicial, Civic, Fire, Public Safety, and Police Facilities. Hussey Gay Bell's seasoned team of experts understands and embraces the unique requirements and design considerations each of these facilities require to be successfully delivered and provides a range of services including feasibility studies, needs assessments, programming, master planning, design, and construction administration services for these highly specialized facilities. Hussey Gay Bell's architects, interior designers and engineers work closely with Elected Officials, Directors, Department/Office Heads, and other stakeholders to design facilities that consider short- and long-term needs – to design facilities that embrace your programmatic needs now but also provide for growth provisions well into the future. We design facilities that enhance safety and well-being, facilities that reduce stress through smart design, facilities that embrace the local community design standards, and facilities that embrace the latest trends in design.

**Historical Research & Renovation.** Hussey Gay Bell has extensive experience working on historic buildings and completing historic renovations. Each project requires intimate attention to detail and communication with the community and, by extension, the neighborhood in which the project is taking place. This team knows what it will take to succeed in ushering historic projects through successful planning and design strategies.

**We Are Local And We Know Effingham County.** Hussey Gay Bell's office is 33 miles from the project site ensuring the firm's ability to be proactive and efficient throughout the life of the project. We have completed 53 projects for Effingham County. We know the community, the staff, the permitting process and most importantly, the essence of Effingham County. There is no learning curve.

We are eager to work on this project and with Effingham County and trust our experience, suitability and experience on similar projects will best serve the interests of all stakeholders. The firm commits to the requirements specified in this RFP. I acknowledge receipt of Addendum No. 1, dated 10/5/22 and answers to questions, dated 10/11/22. We appreciate the opportunity to submit our qualifications to highlight our expertise. We look forward to your favorable consideration. Please contact me directly at 912.354.4626 or [ramstrong@husseygaybell.com](mailto:ramstrong@husseygaybell.com) if you have any questions or desire additional information in making your selection.

Sincerely,  
**HUSSEY, GAY, BELL & DEYOUNG INTERNATIONAL, INC.**



Robert Armstrong, AIA  
Principal & Vice President



B. Proposed Schedule

B. Proposed Schedule

Effingham County - Historic Central School Restoration	2022			2023												2024								
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP		
<b>Design Services</b>	★ 12/1/2022																							
<b>NTP</b>																								
Programming Concept Design • Kick-Off Meeting • Design Meeting 1 • Design Meeting 2 • Existing Building Evaluation • Lead/Asbestos Survey • Topo Survey • Geotech Report • Review & Cost Estimate • Presentation Meeting	6 wks																							
		2 w																						
1. Schematic Design (30%) • Design Meeting 3 • Design Meeting 4 Review & Cost Estimate			6 wks																					
			2 w																					
2. Design Development (60%) • Design Meeting 5 • Design Meeting 6 Review & Cost Estimate						8 wks																		
					2 w																			
3. Site/Civil Permit							10 wks																	
4. Final CD's (100%) • Design Meeting 9 • Design Meeting 10 Final Cost Estimate							6 wks				2 w													
Building Permit										4 wks														
BIDDING & AWARD										8 wks														
CONSTRUCTION											9 months													
																					★ 07/2024 est.			



## C. Project Approach/Work Plan

### PROJECT UNDERSTANDING & EXPERTISE:

Per the RFP, we understand that Effingham County is seeking architectural services to complete a major renovation of the Central School for use by the Recreation Department, Elections, Facility Maintenance, Equalization Museum, and a climate-controlled storage facility for County records. Architectural services include assessment, concept plans, cost projections for associated concepts, architectural drawings of the accepted concept and follow-on project management of the addition to be bid in a later released RFP.

Hussey Gay Bell is the most qualified firm for this restoration project because we have extensive experience in this type of project. A similar historic renovation project is provided below followed by our typical project approach.

### Historic Effingham County Courthouse (2010)



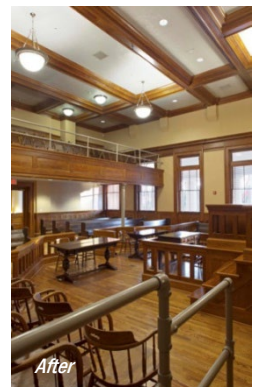
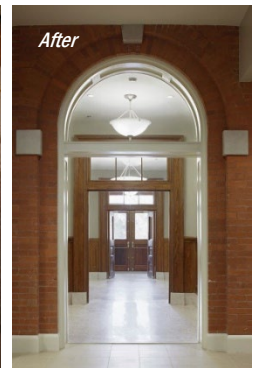
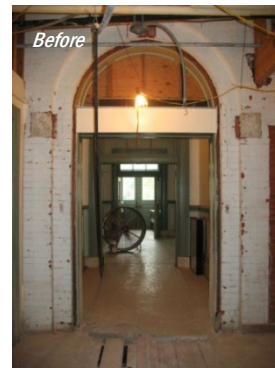
Constructed in 1908, the original Effingham County Courthouse was designed by Hyman Witcover, a local Savannah architect at the time. Due to the historical significance of the building, the design/build team of J.T. Turner Construction, Hussey Gay Bell and Greenline Architecture analyzed the architectural character of the building and followed the Secretary of the Interior Standards for Historic Preservation in renovating the structure. Much of the building, along with the courtroom, was restored to its original 1908 appearance. The building achieved LEED Gold certification with the USGBC and is a recipient of the

2012 Georgia Trust for Historic Preservation, Excellence in Preservation Award.

The original courthouse is a cross-shaped plan and included county legal offices on the first floor. The second floor included the courtroom, judges' offices, and jury rooms. The 1979 addition included modern additions like toilets, elevator and more county offices. Hussey Gay Bell's scope of work was to completely restore the original old 1908 courthouse, per the Secretary of Interior's guidelines for historic preservation.

Exterior repairs included replacing the roof, minor repairs to the dome and decorative balustrade on the roof parapet, restoring and re-glazing all exterior windows, and re-pointing the masonry joints where necessary. Interior work included restoring the interior to its original condition. The many layers of paint, built up over the years, were stripped, in an effort to find the original paint colors. The wood floors, covered by layers of old carpet and tile were stripped and refinished. Some unique interior features included wooden chairs in the jury area and balcony. These wooden chairs were saved and restored. The 1979 addition was completely gutted and now houses county offices. The entire building was brought up to modern building codes, to include life safety, fire alarm, new elevator, fire sprinkler, and ADA accessibility. The entire building also received state of the art plumbing, mechanical, electrical, data, and communications systems. The building is on the National Register of Historic Places.

Size: 16,000 SF | Construction Cost: \$3,400,000







C. Project Approach/Work Plan

Roof Consulting

Hussey Gay Bell is experienced with the design of roof renovation projects, having completed over 35 roof renovation projects in the past 15 years alone. Many of our projects consist of complicated interior and exterior renovations that often times require re-roofing as part of the scope of work. We have the in-house capabilities to fully assist RCSS with this service having a registered architect & roof specialist, Mr. Greg Skinner, AIA, RRC, LEED AP and structural engineers for roof framing and reinforced roofing.

IMPLEMENTATION PLAN/PROGRAMMING PROCESS:

At Hussey Gay Bell, we define architectural programming as the research and decision-making process that identifies the scope of work to be designed. We understand the various programmatic components of your project and have significant experience with expansions/additions of municipal facilities. Hussey Gay Bell understands that programming and its attention to the end-users of buildings is a priority. The advantages of programming are:

- Involvement of interested parties in the definition of the scope of work prior to the design effort.
- Emphasis on gathering and analyzing data early in the process so that the design is based upon sound decisions.
- Efficiencies gained by avoiding redesign as requirements emerge during architectural design.

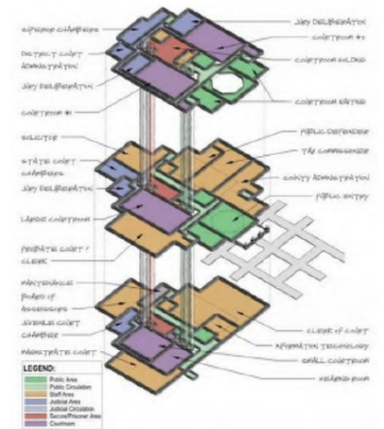
Our goal is a "whole building" design approach intended to create a successful high-performance building. To achieve that goal, Hussey Gay Bell will apply an integrated design approach to the project during the planning and programming phases. Architectural programming is inherently a team process. Individuals involved in the building design should interact closely throughout the design process. The County, as owner, the building occupants, and operation and maintenance personnel should be involved to contribute their understanding of how the building and its systems will work for them once they occupy it.

**JUSTICE CENTER SPACE PROGRAM**

Function	2025	2030	2035	2040	2045	2050
<b>Courts:</b>						
• 66,000 SF needed in 20 years.						
<b>County Offices:</b>						
• 14,200 needed in 20 years.						
• Existing space to current need indicates lack of standard space for same number of staff.						

**JAIL/SHERIFF'S OFFICE SPACE PROGRAM**

Function	2025	2030	2035	2040	2045	2050
<b>Jail:</b>						
• 73,850 SF needed in 20 years; and						
• 248 Beds						
<b>Sheriff's Office:</b>						
• 21,630 SF needed in 20 years						
• Inmate housing is the largest growth in current need						



Programming and Concept Stacking Diagram for Toombs County Judicial Center (from the Feasibility Study)

County Staff Involvement

Prior to the beginning of the programming process with the County, the Hussey Gay Bell team will meet with the County staff to develop a list of the stakeholders to be involved. Lines of communication will be established to determine how and when meetings will be called, what the agenda will be, how records of the meetings will be kept, and how decisions are made. Our consensus-building approach for identifying the space needs of the project will include the following:

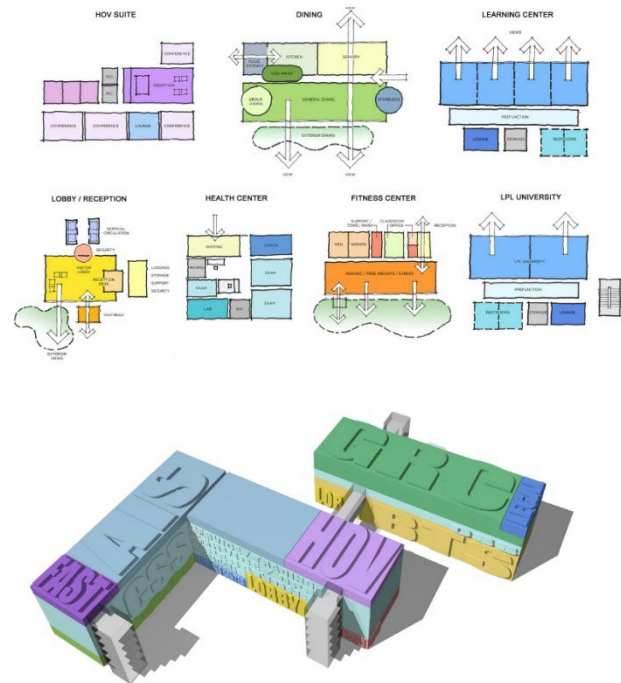
- A visioning Programming Workshop (if desired);
- Confirmation of required spaces and departments;
- Establishment of the size and relationships of these spaces;
- Review and refinement of plans using 3-D blocking; and
- Project budget and schedule requirements.

The intent of our Programming Workshop is to confirm the mission and vision for your buildings by discussion of such factors as desired culture, growth goals, strengths, weaknesses, opportunities, and strategic plan. Specific project guidelines (function, aesthetics, contextual issues, sustainability, maintainability, budget, schedule) must be addressed to ensure that each

## C. Project Approach/Work Plan

stakeholder's unique definition of a successful project will be identified and documented. Participants are encouraged, at this stage of the project, to include comments and creative contributions within their areas of expertise as well as in areas outside their respective disciplines. The objective of the Workshop is to clearly disseminate their expectations for the project to the design team and for all participants to understand what is needed to make the project a success. This is the first step to establishing the cohesive team that will bring the project into reality. Possible agenda topics include the following:

- Introduce the County's Team to the Design Team.
- Discuss goals and visions for the project.
- Review, discuss and prioritize the program objectives.
- Discuss architectural components, including the Judicial Center's contextual setting and site plan options.
- Confirm the initial schedule.
- Discuss workplace synergies and opportunities.
- Discuss design/site concept options and eliminate dead ends.
- Re-state cultural goals, mission, and vision for the project in light of the discussions.
- Confirm the mission and vision statements for the project and for the team.



Upon understanding clear goals and objectives for the project, the Design Team will organize and facilitate workshops with the multiple stakeholders and our programming/visioning experts to develop general descriptions of the spaces required to meet their general, specific, short- and long-range needs in all the Program divisions. We will incorporate technology integration, acoustics, lighting, building efficiency, building security and building operational intent. We have found that addressing the programmatic needs requires extensive technical expertise, and communication is key to the ultimate successful development of the project. We work hard to create an open atmosphere where all of the goals and objectives of the user groups and our resulting recommendations are thoroughly understood.

To control potential scope creep post-Program Workshop, it's critical that the County designate an individual or committee of individuals at project kick-off that will ultimately have the authority to make decisions on behalf of the County. When the County requests a change in scope, Mr. Armstrong will immediately work to price out the change and confirm what effects (if any) it will have on the overall budget and schedule. Any changes in scope will be discussed by key decision-makers for the County in the next scheduled meeting and to discuss the impacts on the budget and schedule.

### Programming Deliverables

The usual deliverable is a written architectural program, which is a comprehensive report that includes documentation of the methodology used, an executive summary, value and goal statements, the relevant facts, data analysis conclusions, and the program requirements, including space listings by function and size, relationship diagrams, space program sheets, stacking plans, and flow diagrams. Our comprehensive program will also include project cost estimates and a project schedule. Also included in the deliverables will be concept floor plans, a conceptual site plan and concept elevations and renderings. The site plan will be particularly important because the county intends to eventually relocate all count services to this site. It is imperative to master plan the site and locate the new courthouse, parking, and site utilities to allow for future buildings and parking.

## C. Project Approach/Work Plan

### Schematic Design, Construction Documents and Schedule

Early in the SD phase, we will want to have a detailed work session with key stakeholders to discuss every aspect of their space. In this session, we will go through every piece of casework, electrical outlet, technology requirements, etc. to ensure that everyone's expectations are met and that we are following the County's guide specifications and requirements. We have found that these work sessions aid in compressing the schedule by ensuring a majority of the decisions are made and agreed to early in the process to avoid backtracking later. We have also built in the standard review times of our documents along the process.

### Cost Management

Our team will work closely with the County and the construction contractor to make sure all costs are accounted for at each phase of the design process. However, the most important estimate will be the first one, during programming and concept design. It is at this point we will establish our path forward, having determined the construction phasing option that maximizes your construction budget.

### Controlling Costs

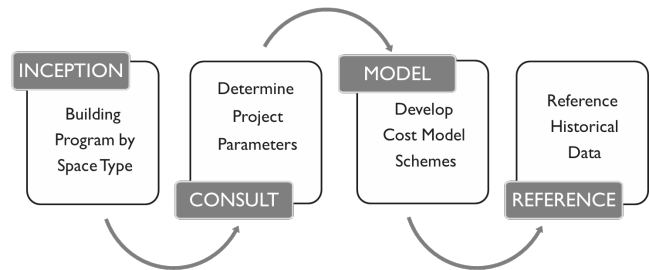
- Begins with Programming & Concepts;
- Milestone Estimates;
- Value Engineering at Each Milestone; and
- Ends with QA/QC to Avoid Change Orders.

### Program vs. Budget

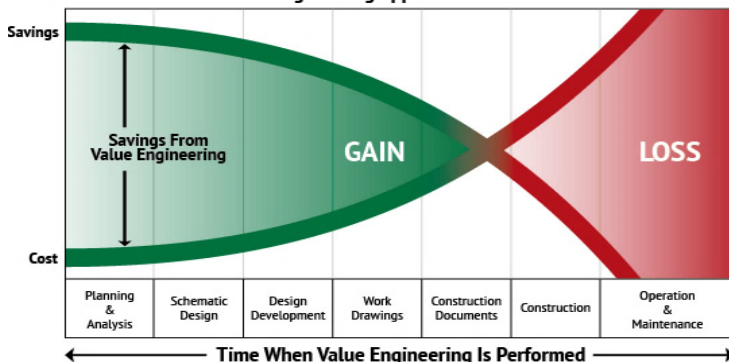
As the preliminary cost estimates demonstrate and confirm, the majority of all project costs reside in 5 core areas:

- 1) Efficiency ("Grossing Factor"): Ultimately, you are paying for the size of the building, and it is critical to confirm the building is not over-programmed. First, wants and needs must be separated. Secondly, the non-programmed space (i.e. circulation, restrooms, etc.) can vary widely. The efficiency of the plan can reduce the overall area.
- 2) Foundation & Structures
- 3) Skin & Roof
- 4) Mechanical Infrastructure
- 5) Electrical Infrastructure

### DEVELOPING THE COST MODEL



### Potential Value of Value Engineering Applications



### Value Engineering – Optimized Project Value

With the cost models and ability to reconcile the project budget and scope, value engineering is often times greatly reduced if not eliminated from the design process. However, there are times when budgets or scopes of work change and value engineering is required to regain budget compliance. In these situations, we work closely with the Owner to arrive at the most non-invasive and design sensitive value engineering options, while trying to keep the Owner's program intact. With timely and accurate pricing, we are able to use the information to develop a roadmap to budget compliance.

Mr. Robert Armstrong will serve as the team's leader on this project. Mr. Armstrong will have responsibility and accountability to the County and other key stakeholders. This includes oversight of the total project budget, schedule, and overall design quality.

**HUSSEY GAY BELL**

Established 1958

**C. Project Approach/Work Plan****Reconciliation**

At each phase of the process, Hussey Gay Bell will review the schedule, budget, quality assurance and confirm that the Owner's objectives are met. Cost estimates will be incorporated at SD, DD, and GMP milestones. At each milestone, the County will issue approval to proceed to the next phase, including design and estimate, or instruct the team to modify the design to meet the Owner's budget (if exceeded). A team relationship is critical to the success of the project and ensuring that the final product is reflective not of Hussey Gay Bell's preferences, but of those of the County.

**Process of Resolving Issues, Maintaining Project Commitments and Procedures for Solving Complex Project Issues**

At the project kick-off meeting, roles and responsibilities will be defined. Primary points-of-contact will be established for each team member and stakeholder entity. This protocol will help establish effective communication paths and provide the basis for maintaining timely project commitments to bring every issue to a successful resolution. It will also serve as the baseline for solving the many challenging opportunities and issues that will arise over the life of the project and will be the basis for conflict resolution.

As complex issues arise, we will use the following routine methods to address each issue:

- Break the complex issue(s) into several fewer complex parts.
- Set realistic time frames for solving the core parts of each issue.
- Assign responsibilities to the appropriately qualified team members for each core part.
- Bring the responsible parties together for a collaborative problem-solving session.
- Collect third party advice from experts, if required.
- When several solutions are optimum, work with the team to select the solution that is appropriate for the circumstances and consider budget implications.
- Hold team meetings on a weekly or as-needed basis during the programming, conceptual design, and design phases.
- Hold team meetings on a bi-weekly basis during the construction document and construction contract administration phases.
- Clearly and concisely document the issues, core parts, responsible parties, due dates, possible solutions and final solution in meeting notes.

**Methods and Plans of Communication**

With Mr. Armstrong managing all communications, one person will be fully knowledgeable of where the project is and the decisions made as it progresses. In addition to the detailed submittal and review process, Hussey Gay Bell will supplement the decisions and data inputs throughout the process with meeting minutes and recorded email traffic. Day-to-day communications between the County and the design team will flow through Mr. Armstrong.





**D. Fee**

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**D. Fee**

Provided in a separate document.



## OFFICE LOCATIONS

329 Commercial Drive, Suite 200  
Savannah, GA 31406  
912.354.4626

3100 Breckinridge Boulevard, Building 300  
Duluth, GA 30096  
770.476.7782

322 West Main Street, Suite 2E  
Blue Ridge, Georgia 30513  
706.621.4981

1100 Brampton Ave., Suite L-1  
Statesboro, GA 30458  
912.354.4626

1010 Gervais, Floor 3  
Columbia, SC 29201  
803.799.0444

531 South Main Street, Suite 201  
Greenville, SC 29601  
803.799.0444

474 Wando Park Blvd., Suite 201  
Mt. Pleasant, SC 29464  
843.849.7500

4117 Hillsboro Pike, Suite 206  
Nashville, TN 37215  
615.460.7515

[www.husseygaybell.com](http://www.husseygaybell.com)

**HUSSEY GAY BELL**  
— Established 1958 —

## Staff Report

**Subject:** Approval of an Amended Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** November 15, 2022

**Item Description:** Amended Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Summary Recommendation:** Staff recommends approval of the Amended Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

### Executive Summary/Background:

- In June of 2022, the Board approved Contract 22-25-008-1 with Ranger Construction for the FDRE of Ash Roads. After negotiation with Ranger, they were able to reduce their bid price; however, the Board approved the higher contract amount to maintain a contingency amount in case of future change orders.
  - Ranger's update bid total: \$7,732,907.55
  - Approved Contract amount: \$8,212,552.00
  - Contract Amount Contingency: \$479,644.45
- In October, the Board approved CO #1 for Ranger Construction which included four (4) change order requests for various parts of the project. The total for the CO request is \$1,150,877.04; however, with the contingency already included in the contract price, the total will only increase by \$671,232.59, bringing the new contract total to \$8,883,847.59.
- Staff presented the approved CO to Ranger with the numbers as stated above, but they have requested the original contract total on the Change Order reference their actual bid total included in the contract (\$7,732,907.55) and the full amount of the change order (\$1,150,877.04). The updated contract total after approval of the change order is the same, so staff has no issues with the update.

### Alternatives for Commission to Consider

1. Approval of the Amended Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, County Manager

**Funding Source:** TSPLOST, change order previously approved. No additional funding with this requested amendment.

**Attachments:** Ranger Agreement and Updated Change Order Form with Documentation

**AGREEMENT 22-25-008-1**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and  
Ranger Construction Industries, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Full Depth Reclamation with Emulsion (FDRE) of the top six (6”) inches of existing road surface and base material on approximately twenty- two (22) miles of prescribed project roads in Effingham County, Georgia, and related driving surface, signage, and drainage improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-008 - Full Depth Reclamation of Ash Roads**

**ARTICLE 2 – OWNER’S REPRESENTATIVES**

- 2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor’s work. The RCE Project Manager for this Project shall be Mr. Rip Graham.
- 2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

**ARTICLE 3 – CONTRACT TIMES**

3.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the Pre Construction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, and to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt.
- 3.03 The Work will be completed within one hundred fifty- two (152) calendar days of NTP receipt.



## ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

## ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

**Contract maximum value shall not exceed \$8,212,552.00.**

The following list of roads shall be completed in the following order until available funds are expended:

- 1) Scuffletown Road
- 2) Courthouse Road Ext. (with Alternate Bid)
- 3) Corinth Church Road
- 4) Old Dixie Highway
- 5) Mt. Pleasant Road
- 6) Old Augusta Road 1
- 7) Archer Road
- ~~8) Old August Road 2~~
- ~~9) Whitaker Road~~
- ~~10) Floyd Avenue~~
- ~~11) Clark Road~~
- ~~12) Bethany Road~~
- ~~13) Bird Road~~

**THIS SECTION INTENTIONALLY LEFT BLANK**

**BID PROPOSAL**

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
<b>Archer Rd.</b>					
20	Submittals	1.000	LS	825.00	825.00
30	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
40	Traffic and Safety Control	1.000	LS	27,500.00	27,500.00
50	Mobilization and Demobilization	1.000	LS	64,000.00	64,000.00
60	18" RCP Driveway drain (LF)	16.000	LF	187.70	3,003.20
70	6" FDR Treatment Mix 1	13,222.000	SY	6.25	82,637.50
80	FDR Emulsion Mix 1 (3.4 gal/SY)	45,854.000	GAL	5.85	268,245.90
90	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,810.00	8,810.00
100	MC-70 Bituminous Primer with Sand	13,222.000	SY	1.25	16,527.50
110	Double Surface Treatment w/ #7, 89 and sand seal (	12,618.000	SY	8.45	106,622.10
120	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
130	Shoulder Clipping and Grading	1.500	AC	3,200.00	4,800.00
140	5" Solid Traffic Stripe-Yellow (High Build)	5,432.000	LF	0.70	3,802.40
150	5" Solid Traffic Stripe- White (High Build)	10,864.000	LF	0.70	7,604.80
160	5" Skip Traffic Stripe- Yellow (High Build)	5,432.000	GLF	0.80	4,345.60
170	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
180	Turf Establishment	1.500	AC	6,500.00	9,750.00
190	Temporary Grassing	1.500	AC	2,500.00	3,750.00
200	Stop Sign to include post	2.000	EA	250.00	500.00
210	Speed Limit Sign to include post	2.000	EA	250.00	500.00
220	Sanitary Facilities	1.000	LS	180.00	180.00
230	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
240	Remove and Dispose of Fly Ash Subbase	5.000	CY	210.00	1,050.00
250	Imported Structural Fill	23.000	CY	38.60	887.80
260	Flush Driveway Pipes	1.000	EA	3,200.00	3,200.00
270	Property Protection	1.000	LS	2,670.00	2,670.00
275	CONCRETE DRIVEWAY	184.000	SY	135.00	24,840.00
	<b>Archer Total</b>				<b>\$652,350.65</b>
<b>Corinth Church Rd.</b>					
1360	Submittals	1.000	LS	825.00	825.00
1370	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
0	Traffic and Safety Control	1.000	LS	98,650.00	98,650.00

Item XI. 4.



**BID PROPOSAL**

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
1390	Mobilization and Demobilization	1.000	LS	170,000.00	170,000.00
1400	24" RCP Cross Drain (LF)	528.000	LF	209.00	110,352.00
1410	18" RCP Driveway drain (LF)	656.000	LF	167.20	109,683.20
1420	6" FDR Treatment Mix 2	50,910.000	SY	6.25	318,187.50
1430	FDR Emulsion Mix 2 (3.7 gal/SY)	192,134.000	GAL	6.15	1,181,624.10
1440	Construction Material Testing (CMT) and Quality Co	1.000	LS	33,900.00	33,900.00
1450	MC-70 Bituminous Primer with Sand	50,910.000	SY	1.25	63,637.50
1455	Double Surface Treatment w/ #7, 89 and sand seal (	48,509.000	SY	8.45	409,901.05
1480	Cut New Ditch (to include hauling and removal of	47.000	CY	60.00	2,820.00
1490	Deepen Existing Ditch (to include hauling and rem	52.000	CY	60.00	3,120.00
1500	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
1510	Tree/stump Removal	3.000	EA	5,000.00	15,000.00
1520	Shoulder Clipping and Grading	5.950	AC	3,200.00	19,040.00
1530	5" Solid Traffic Stripe- Yellow (High Build)	21,609.000	LF	0.70	15,126.30
1540	5" Solid Traffic Stripe- White (High Build)	43,218.000	LF	0.70	30,252.60
1550	5" Skip Traffic Stripe- Yellow (High Build)	21,609.000	GLF	0.80	17,287.20
1560	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1570	Turf Establishment	5.950	AC	6,500.00	38,675.00
1580	Temporary Grassing	5.950	AC	2,500.00	14,875.00
1590	Stop Sign to include post	2.000	EA	250.00	500.00
1600	Speed Limit Sign to include post	4.000	EA	250.00	1,000.00
1610	Sanitary Facilities	1.000	LS	180.00	180.00
1620	Removal of Unsuitable Subgrade	93.000	CY	49.90	4,640.70
1630	Remove and Dispose of Fly Ash Subbase	20.000	CY	210.00	4,200.00
1640	Imported Structural Fill	93.000	CY	38.60	3,589.80
1650	Flush Driveway Pipes	41.000	EA	800.00	32,800.00
1660	Property Protection	1.000	LS	6,000.00	6,000.00
1665	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	<b>Corinth Church Total</b>				<b>\$2,721,136.95</b>
<b>Courthouse Rd.</b>					
1720	Submittals	1.000	LS	825.00	825.00
1730	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
130	Traffic and Safety Control	1.000	LS	24,800.00	24,800.00

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## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1750	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
1760	6" FDR Treatment Mix 1	16,402.000	SY	6.25	102,512.50
1770	FDR Emulsion Mix 1 (3.4 gal/SY)	56,884.000	GAL	5.85	332,771.40
1780	MC-70 Bituminous Primer with Sand	16,402.000	SY	1.25	20,502.50
1790	Single Surface Treatment (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1800	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	200.00	344,000.00
1810	Clear/Mow Ditches	1.000	LS	4,330.00	4,330.00
1820	Shoulder Clipping and Grading	1.890	AC	3,200.00	6,048.00
1830	5" Solid Traffic Stripe- Yellow (High Build)	6,857.000	LF	0.70	4,799.90
1840	5" Solid Traffic Stripe- White (High Build)	13,714.000	LF	0.70	9,599.80
1850	5" Skip Traffic Stripe- Yellow (High Build)	6,857.000	GLF	0.80	5,485.60
1860	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1870	Turf Establishment	1.890	AC	6,500.00	12,285.00
1880	Temporary Grassing	1.890	AC	2,500.00	4,725.00
1890	Stop Sign to include post	2.000	EA	250.00	500.00
1900	Speed Limit Sign to include post	2.000	EA	250.00	500.00
1910	Sanitary Facilities	1.000	LS	180.00	180.00
1920	Removal of Unsuitable Subgrade	29.000	CY	49.90	1,447.10
1930	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
1940	Imported Structural Fill	29.000	CY	38.60	1,119.40
1950	Property Protection	1.000	LS	2,670.00	2,670.00
1955	CONCRETE DRIVEWAY	56.000	SY	150.00	8,400.00
	<b>Courthouse Total</b>				<b>\$1,005,542.65</b>
<b>Mt. Pleasant Rd.</b>					
2350	Submittals	1.000	LS	825.00	825.00
2360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2370	Traffic and Safety Control	1.000	LS	41,900.00	41,900.00
2380	Mobilization and Demobilization	1.000	LS	75,000.00	75,000.00
2390	18" RCP Driveway drain (LF)	780.000	LF	168.00	131,040.00
2400	6" FDR Treatment Mix 1	20,921.000	SY	6.25	130,756.25
2410	FDR Emulsion Mix 1 (3.4 gal/SY)	72,555.000	GAL	5.85	424,446.75
2420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,900.00	13,900.00
0	MC-70 Bituminous Primer with Sand	20,921.000	SY	1.25	26,151.25
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**BID PROPOSAL**

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
2440	Double Surface Treatment w/ #7, 89 and sand seal (	19,941.000	SY	8.45	168,501.45
2450	Cut New Ditch (to include hauling and removal of	48.000	CY	60.00	2,880.00
2460	Deepen Existing Ditch (to include hauling and rem	17.000	CY	60.00	1,020.00
2470	Clear/Mow Ditches	1.000	LS	5,000.00	5,000.00
2480	Shoulder Clipping and Grading	2.430	AC	3,200.00	7,776.00
2490	5" Solid Traffic Stripe- Yellow (High Build)	8,827.000	LF	0.70	6,178.90
2500	5" Solid Traffic Stripe- White (High Build)	17,654.000	LF	0.70	12,357.80
2510	5" Skip Traffic Stripe- Yellow (High Build)	8,827.000	GLF	0.80	7,061.60
2520	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2530	Turf Establishment	2.430	AC	6,500.00	15,795.00
2540	Temporary Grassing	2.430	AC	2,500.00	6,075.00
2550	Stop Sign to include post	1.000	EA	250.00	250.00
2560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2570	Sanitary Facilities	1.000	LS	180.00	180.00
2580	Removal of Unsuitable Subgrade	38.000	CY	49.90	1,896.20
2590	Remove and Dispose of Fly Ash Subbase	8.000	CY	210.00	1,680.00
2600	Imported Structural Fill	38.000	CY	38.60	1,466.80
2610	Flush Driveway Pipes	48.800	EA	800.00	39,040.00
2620	Property Protection	1.000	LS	2,670.00	2,670.00
2625	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	<b>Mt. PleasantTotal</b>				<b>\$1,126,258.00</b>
<b>Old August 1</b>					
2680	Submittals	1.000	LS	825.00	825.00
2690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2700	Traffic and Safety Control	1.000	LS	18,000.00	18,000.00
2710	Mobilization and Demobilization	1.000	LS	37,000.00	37,000.00
2720	24" RCP Cross Drain (LF)	216.000	LF	217.60	47,001.60
2730	18" RCP Driveway drain (LF)	56.000	LF	182.40	10,214.40
2740	6" FDR Treatment Mix 1	9,050.000	SY	6.25	56,562.50
2750	FDR Emulsion Mix 1 (3.4 gal/SY)	31,384.000	GAL	5.85	183,596.40
2760	Construction Material Testing (CMT) and Quality Co	1.000	LS	6,030.00	6,030.00
2770	MC-70 Bituminous Primer with Sand	9,050.000	SY	1.25	11,312.50
0	Double Surface Treatment w/ #7, 89 and sand seal (	8,624.000	SY	8.45	72,872.80

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## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
2790	Cut New Ditch (to include hauling and removal of	43.000	CY	60.00	2,580.00
2800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
2810	Shoulder Clipping and Grading	1.060	AC	3,200.00	3,392.00
2820	5" Solid Traffic Stripe- Yellow (High Build)	3,832.000	LF	0.70	2,682.40
2830	5" Solid Traffic Stripe- White (High Build)	7,664.000	LF	0.70	5,364.80
2840	5" Skip Traffic Stripe- Yellow (High Build)	3,832.000	GLF	0.80	3,065.60
2850	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2860	Turf Establishment	1.060	AC	6,500.00	6,890.00
2870	Temporary Grassing	1.060	AC	2,500.00	2,650.00
2880	Stop Sign to include post	1.000	EA	250.00	250.00
2890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2900	Sanitary Facilities	1.000	LS	180.00	180.00
2910	Removal of Unsuitable Subgrade	16.000	CY	49.90	798.40
2920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
2930	Imported Structural Fill	16.000	CY	38.70	619.20
2940	Flush Driveway Pipes	3.500	EA	914.50	3,200.75
2950	Property Protection	1.000	LS	2,670.00	2,670.00
	<b>Old August 1 Total</b>				<b>\$484,188.35</b>
<b>Old Dixie Rd.</b>					
3350	Submittals	1.000	LS	825.00	825.00
3360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3370	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3380	Mobilization and Demobilization	1.000	LS	38,000.00	38,000.00
3390	24" RCP Cross Drain (LF)	288.000	LF	210.90	60,739.20
3400	18" RCP Driveway drain (LF)	168.000	LF	182.50	30,660.00
3410	6" FDR Treatment Mix 1	17,022.000	SY	6.25	106,387.50
3420	FDR Emulsion Mix 1 (3.4 gal/SY)	59,033.000	GAL	5.85	345,343.05
3430	Construction Material Testing (CMT) and Quality Co	1.000	LS	11,300.00	11,300.00
3440	MC-70 Bituminous Primer with Sand	17,022.000	SY	1.25	21,277.50
3450	Double Surface Treatment w/ #7, 89 and sand seal (	16,350.000	SY	8.45	138,157.50
3460	Cut New Ditch (to include hauling and removal of	83.000	CY	60.00	4,980.00
3470	Deepen Existing Ditch (to include hauling and rem	33.000	CY	60.00	1,980.00
	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00
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## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3490	Tree/stump Removal	25.000	EA	5,000.00	125,000.00
3500	Shoulder Clipping and Grading	1.670	AC	3,200.00	5,344.00
3510	5" Solid Traffic Stripe- Yellow (High Build)	6,046.000	LF	0.70	4,232.20
3520	5" Solid Traffic Stripe- White (High Build)	12,092.000	LF	0.70	8,464.40
3530	5" Skip Traffic Stripe- Yellow (High Build)	6,046.000	GLF	0.80	4,836.80
3540	Turf Establishment	1.670	AC	6,500.00	10,855.00
3550	Temporary Grassing	1.670	AC	2,500.00	4,175.00
3560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3570	Sanitary Facilities	1.000	LS	180.00	180.00
3580	Removal of Unsuitable Subgrade	26.000	CY	49.90	1,297.40
3590	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
3600	Imported Structural Fill	26.000	CY	38.60	1,003.60
3610	Flush Driveway Pipes	10.500	EA	929.50	9,759.75
3620	Property Protection	1.000	LS	2,670.00	2,670.00
3625	CONCRETE DRIVEWAY	16.000	SY	150.00	2,400.00
	<b>Old Dixie Base Total</b>				<b>\$972,077.90</b>
<b>Scuffletown Rd.</b>					
3680	Submittals	1.000	LS	825.00	825.00
3690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3700	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3710	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
3720	18" RCP Driveway drain (LF)	688.000	LF	171.60	118,060.80
3730	6" FDR Treatment Mix 1	11,478.000	SY	6.25	71,737.50
3740	FDR Emulsion Mix 1 (3.4 gal/SY)	39,805.000	GAL	5.85	232,859.25
3750	Construction Material Testing (CMT) and Quality Co	1.000	LS	7,650.00	7,650.00
3760	MC-70 Bituminous Primer with Sand	11,478.000	SY	1.25	14,347.50
3770	Double Surface Treatment w/ #7, 89 and sand seal (	10,950.000	SY	8.45	92,527.50
3780	Cut New Ditch (to include hauling and removal of	244.000	CY	60.00	14,640.00
3790	Deepen Existing Ditch (to include hauling and rem	13.000	CY	60.00	780.00
3800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
3810	Shoulder Clipping and Grading	1.310	AC	3,200.00	4,192.00
3820	5" Solid Traffic Stripe-Yellow (High Build)	4,750.000	LF	0.70	3,325.00
	5" Solid Traffic Stripe- White (High Build)	9,500.000	LF	0.70	6,650.00

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**BID PROPOSAL**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3840	5" Skip Traffic Stripe- Yellow (High Build)	4,750.000	GLF	0.80	3,800.00
3850	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
3860	Turf Establishment	1.310	AC	18,650.00	24,431.50
3870	Temporary Grassing	1.310	AC	2,500.00	3,275.00
3880	Stop Sign to include post	2.000	EA	250.00	500.00
3890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3900	Sanitary Facilities	1.000	LS	180.00	180.00
3910	Removal of Unsuitable Subgrade	20.000	CY	49.90	998.00
3920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
3930	Imported Structural Fill	20.000	CY	38.60	772.00
3940	Flush Driveway Pipes	43.000	EA	930.00	39,990.00
3950	Property Protection	1.000	LS	2,670.00	2,670.00
3955	CONCRETE DRIVEWAY	259.000	SY	135.00	34,965.00
	<b>Scuffletown Total</b>				<b>\$771,416.05</b>
	<b>Bid Total</b>				<b>\$7,732,970.55</b>



## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

- a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
- b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
  - G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK**

- A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

## ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or

indemnification, for injuries to or death of any person or persons, or damage to the property or rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

## **ARTICLE 11 – INDEPENDENT CONTRACTOR**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

## **ARTICLE 12 – CONTRACT DOCUMENTS**

### *12.01 Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 18, inclusive).
  2. General Conditions (pages 1 to 7, inclusive).
  3. Supplemental Conditions (pages 1 to 2 inclusive).
  4. Specifications as listed in the table of contents of the Project Manual.
  5. Addenda (numbers 1 to 1, inclusive).



6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 7 inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
- A Field Order;
1. A/E's approval of a Shop Drawing or Sample; or
  2. A/E's written interpretation or clarification.

## ARTICLE 13 – MISCELLANEOUS

### 13.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 13.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 13.03 *Successors and Assigns*

- A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 13.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on June 21, 2022 (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Cabott

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

804 S. Laurel Street  
Springfield, GA 31329

CONTRACTOR:

Ranger Construction Ind., Inc.

By: [Signature]

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Assistant Secretary

Address for giving notices:

1200 Elboc Way  
Winter Garden, FL 34787

NOTICE TO PROCEED

TO: RANGER CONSTRUCTION  
RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 22-25-008 - Full Depth Reclamation of Ash Roads

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project. In accordance with the terms of the contract, Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the PreConstruction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt, and to complete the work within one hundred fifty- two (152) calendar days of NTP receipt. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to \$500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 21<sup>st</sup> day of June, 2022

Effingham County Board of Commissioners

Wesley M. Corbltt  
Wesley Corbltt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Ranger Construction Ind., Inc.

By: [Signature]

Title: Vice President

Date of Acceptance: 06/29/2022



# Amended Change Order # 1

Project: 22-25-008-1 – FDRE of Ash Roads

Contract Date: June 21, 2022

Change Order Effective Date: October 4, 2022

Change Order Issued to: Ranger Construction Industries, Inc.  
1200 Elboc Way  
Winter Garden, FL 34787

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
1	Change Order Request 1	\$30,192.00
	-Clean and Video existing cross drain pipes on streets in contract	
2	Change Order Request 2	<b>(-\$39,792.68)</b>
	-Change of Scope to Scuffletown	
3	Change Order Request 3	\$305,822.72
	-Increase limits on Old Dixie Highway up to Ardmore Oakey Road	
4	Change Order Request 4	\$854,655.00
	-Change of Scope to Corinth Church Road	
	<b>TOTAL</b>	<b>\$1,150,877.04</b>

The original Contract Sum was.....\$ 7,732,970.55  
 Net change by previously authorized Change Orders.....\$ 0  
 The Contract Sum prior to this Change Order was.....\$ 7,732,970.55  
 The Contract Sum will be increased by this Change Order.....\$ 1,150,877.04  
 The new Contract Sum including this Change Order will be.....**\$ 8,883,847.59**  
 The Contract Time will be increased by 0 days  
 The Time allowed for completion is therefore **11/27/2022**

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 Ranger Construction Industries, Inc.  
 1200 Elboc Way  
 Winter Garden, FL 34787

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

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

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

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



September 13, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 1

Cleaning and Videoing of Cross Drains on Various Streets

Rip,

Per our previous discussion and subsequent email agreement, Ranger Construction Industries, is requesting a Change Order to the contract for Cleaning and Videoing the existing Cross Drain Pipes on the streets listed in the above contract.

The total cost for this additional work will be \$ 30,192.00, and when complete, Ranger will furnish a video of the Cross Drain Pipes for review by the County to assist in their determination of any necessary remedial repair work.

Thank You.

Melody A Dearborn  
Project Manager



September 13, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 2

Scuffletown

Rip,

Per our July and August email chain, Ranger Construction Industries, is requesting a Change Order to the contract for Scuffletown Road for the following work:

Delete the following:

Upper Road FDR = 6242 SY @ \$ 6.25 = \$39,012.50  
Upper Road Emulsion= 21,222.80 GAL @ \$ 5.85 = \$ 124,153.38  
Upper Road Dbl Chip Seal= 5944 SY @ \$ 8.45 = \$ 50,226.80

Total Deduct = \$ 213,392.68

Add the following:

Lower Road Asphalt Paving 1.5" SP 12.5 C = 4589 SY = 378 Tn @ \$200/TN= \$75,600.00  
Upper Road Asphalt Paving 1.5" SP 12.5 C= 5944 SY = 490 Tn @ \$200/TN = \$ 98,000.00

Total Add = \$ 173,600.00

Total Change Order No. 2 = Deduct \$ 39,792.68

This will delete all the FDR with Emulsion as well as Double Chip Seal on the Upper part of Scuffletown where the road is not in need of FDR and keeps the FDR with Emulsion and Double Chip Seal on the Lower portion of Scuffletown, and allows for an Asphalt Overlay of 1.5" on the entire roadway (Upper and Lower)

Thank You,

Melody A Dearborn  
Project Manager

1200 Elboc Way, Winter Garden, Florida 34787 – Phone (407) 656-9255, Fax (407) 656-3188



September 13, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 3

Old Dixie Highway

Rip,

Per our email September 12,2022, Ranger Construction Industries, is requesting a Change Order to the contract to extend the limits on Old Dixie Highway to Ardmore Oakey Road, increasing the FDR Treatment, Emulsion, Prime and Sand and Double Chip Seal:

Add the following:

- 8533 SY FDR Treatment @ \$ 6.25/SY = \$ 53,331.25
- 29,012.20 Gal Emulsion @ \$ 5.85/GAL = \$ 169,721.37
- 8533 SY Prime and Sand @ \$ 1.25/SY = \$ 10,666.25
- 8533 SY Double Chip Seal @ \$ 8.45/SY = \$ 72,103.85

Total Change Order Add = \$ 305,822.72

Per direction we are currently proceeding with this work.

Thank You,

Melody A Dearborn  
Project Manager





September 21, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 4

Corinth Church Road

Rip,

Per the email dated September 12, 2022, Ranger Construction Industries, is requesting a Change Order to the contract to Delete the Double Chip Seal on the above Roadway and replace it with Single Chip Seal and 2" SP 12.5 C Asphalt Paving. Please see below for cost breakdown:

Delete the following:

48,509 SY Double Surface Treatment @ \$8.45/SY = \$ 409,901.05

Add the following:

48,509 SY Single Surface Treatment @ \$ 3.45/SY = \$ 167,356.05

5,336 TN Asphalt Paving 2" SP 12.5 C (1 lift) @ \$200.00/TN = \$ 1,067,200.00  
1 LS Asphalt Paving Mob \$ 30,000.00 (.03%)

Total Change Order add : \$ 854,655.00

Please let us know as soon as you can, so we can re-direct the Chip Seal Sub.

Thank You,

Melody A Dearborn  
Project Manager

## Staff Report

**Subject:** Approval of Letter of Intent for Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Department of Juvenile Justice, Lease #8588

**Author:** Alison Bruton, Purchasing Agent

**Department:**

**Meeting Date:** January 4, 2022

**Item Description:** Approval of Lease #8588 between Effingham County Board of Commissioners and the State Properties Commission for the Department of Juvenile Justice for the property located at 768 Georgia Highway 119 South, Springfield, GA. 31329.

**Summary Recommendation:** Staff recommends approval of the Letter of Intent for Lease #8588 between Effingham County Board of Commissioners and the State Properties Commission for the Department of Juvenile Justice.

### Executive Summary/Background:

- The new lease agreement will have an initial term of July 1, 2022 through June 30, 2023 with five (5) annual renewal periods. The monthly rental rate will be \$1,725.00 for the initial term, and be increased to \$1,776.00 for the renewal periods.
- There is a list of tenant improvements and repairs listed in the letter of intent. The tenant has been informed that while some of the smaller items will be handled by County staff, the larger requests will be handled when their current building is renovated.
- Once this letter of intent is approved, the State Properties Commission will send the official lease agreement for execution.

### Alternatives for Commission to Consider

1. Approval of Letter of Intent for Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Department of Juvenile Justice, Lease #8588
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Administrative Staff

**Funding Source:**

**Attachments:**

1. Letter of Intent for Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Department of Juvenile Justice, Lease #8588

9/6/2022

Ms. Stephanie Johnson  
 Effingham County Board of Commissioners  
 601 N. Laurel Street  
 Springfield, Georgia 31329  
 912-754-2123  
 sjohnson@effinghamcounty.org

**RE: Lease #8588 – 768 Georgia Highway 119 South, Springfield, Georgia 31329**

Dear Ms. Stephanie:

Thank you for your efforts in providing information to State Properties Commission (“**Tenant**”) and the Department of Juvenile Justice (“**Occupying Agency**”) regarding their lease of the space at the above referenced address. Please review the following terms and conditions. Once fully executed, this letter will signal Landlord’s agreement to said terms and conditions such that Tenant and Landlord can negotiate and enter into a lease agreement. This is a non-binding offer from Tenant to Landlord.

<b>LANDLORD LEGAL NAME:</b>	Effingham County Board of Commissioners								
<b>LANDLORD NOTICE:</b>	804 S. Laurel Street Springfield, Georgia 31329								
<b>LANDLORD RENT:</b>	804 S. Laurel Street Springfield, Georgia 31329								
<b>PREMISES BUILDING ADDRESS:</b>	768 Georgia Highway 119 South Springfield, Georgia 31329								
<b>PREMISES:</b>	2,489 Rentable Square Feet (RSF) in a Multi Tenant building The Premises is further described attached hereto in Exhibit A - Floor Plan								
<b>COMMENCEMENT DATE:</b>	July 1, 2022								
<b>TERM:</b>	The initial term of the lease shall be One (1) year.								
<b>RENTAL RATE:</b>	The following Rental Rate schedule outlines the Full Service Gross rate that the Landlord is proposing to Tenant for the Term. Tenant shall not receive any pass-throughs from Landlord as it relates to Operating Expenses for the Building and Premises.  <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>FISCAL YEAR</th> <th>PERIOD</th> <th>MONTHLY RENT</th> <th>ANNUAL RENT</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>7/1/22 – 6/30/23</td> <td>\$1,725.00</td> <td>\$20,700.00</td> </tr> </tbody> </table>	FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT	2023	7/1/22 – 6/30/23	\$1,725.00	\$20,700.00
FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT						
2023	7/1/22 – 6/30/23	\$1,725.00	\$20,700.00						
<b>RENEWAL OPTIONS:</b>	Five (5), one-year options								

<p><b>RENEWAL OPTION RENTAL RATE:</b></p>	<table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>PERIOD</th> <th>MONTHLY RENT</th> <th>ANNUAL RENT</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>7/1/23 – 6/30/24</td> <td>\$1,776.00</td> <td>\$21,312.00</td> </tr> <tr> <td>2025</td> <td>7/1/24 – 6/30/25</td> <td>\$1,776.00</td> <td>\$21,312.00</td> </tr> <tr> <td>2026</td> <td>7/1/25 – 6/30/26</td> <td>\$1,776.00</td> <td>\$21,312.00</td> </tr> <tr> <td>2027</td> <td>7/1/26 – 6/30/27</td> <td>\$1,776.00</td> <td>\$21,312.00</td> </tr> <tr> <td>2028</td> <td>7/1/27 – 6/30/28</td> <td>\$1,776.00</td> <td>\$21,312.00</td> </tr> </tbody> </table>	FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT	2024	7/1/23 – 6/30/24	\$1,776.00	\$21,312.00	2025	7/1/24 – 6/30/25	\$1,776.00	\$21,312.00	2026	7/1/25 – 6/30/26	\$1,776.00	\$21,312.00	2027	7/1/26 – 6/30/27	\$1,776.00	\$21,312.00	2028	7/1/27 – 6/30/28	\$1,776.00	\$21,312.00
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2028	7/1/27 – 6/30/28	\$1,776.00	\$21,312.00																						
<p><b>OPERATING EXPENSE:</b></p>	<p>Tenant shall not pay increases in Operating Expenses</p>																								
<p><b>LANDSCAPING:</b></p>	<p>Landlord shall be responsible for landscaping and removal of garbage, straw and refuse from the exterior and common areas of the building.</p> <p>Landlord shall also provide quarterly pest control service.</p>																								
<p><b>UTILITIES:</b></p>	<p>Landlord shall provide and Landlord shall pay for all utilities, except phone and Internet.</p>																								
<p><b>JANITORIAL:</b></p>	<p>Landlord shall be responsible for all janitorial services and supplies for general cleaning of the Premises and common areas.</p>																								
<p><b>SIGNAGE RIGHTS</b></p>	<p>Tenant, at Tenant’s sole cost and expense, shall be permitted to install and place Tenant’s name in, on, and around the building, on monument(s)/pylon(s), and at the point of ingress to the Premises. Tenant’s rights to such signage shall be for the entire initial lease term as well as all renewal periods. All signage shall be subject to local ordinances and all government or association approvals.</p>																								
<p><b>TENANT IMPROVEMENTS &amp; REPAIRS</b></p>	<p>Landlord, at Landlord’s sole cost and expense, shall complete the following work (hereinafter “<b>Tenant Improvement Scope of Work</b>”) within the Premises and/or the Building within <b>120</b> days following the Commencement Date or such other date agreed upon in writing by both Landlord and Tenant. All design costs, including space planning, construction document preparation, and mechanical, electrical, and plumbing (MEP) preparation services, and project management costs for the Tenant Improvement Scope of Work shall be paid for by Landlord. Landlord shall enforce warranties provided by contractors, vendors, or suppliers providing construction services in the Premises and/or Building. All work shall be done in a good and workmanlike manner at times that do not unreasonably interfere with Tenant’s or Occupying Agency’s normal business activities.</p> <ol style="list-style-type: none"> <li><b>1. Full Repainting.</b> <ol style="list-style-type: none"> <li>a. Fill any surface depressions and prepare surfaces for repainting.</li> <li>b. Provide one coat of primer and two coats (minimum) of finish paint in Occupying Agency’s choice of color. Paint finish to be Flat in general areas and eggshell in the Breakroom, Restrooms and Janitor Closet.</li> <li>c. All door frames are to be repainted semi-gloss.</li> <li>d. Provide allowance for use of up to 1 accent paint on 20% of the partitions.</li> <li>e. Occupying Agency shall disconnect and move any personal items, computers or other electronic equipment.</li> <li>f. Landlord shall move and reinstall Occupying Agency’s furniture. Landlord shall remove and reinstall all electrical cover plates, pictures, and other wall-mounted items on those walls being painted.</li> </ol> </li> </ol>																								



**2. New Carpet Base.**

- a. Remove and dispose of existing carpeting, padding and related material. Prepare and/or level the surface as required for proper installation of the new carpet.
- b. The new carpet must be commercial grade, level loop, 26 ounce direct-glue carpet tiles installed with no pad in **the hallway area**. Carpet shall have permanent stain resistant properties that cannot be removed by commercial cleanings or abrasive wear.
- c. Occupying Agency shall choose the new carpet from a finish board of qualified samples.
- d. Provide continuous roll 4" high rubber base with pre-formed corners throughout. Provide straight base at carpeted floors and coved base at hard surface floors.
- e. Provide appropriate transition strips for flooring material changes between dissimilar flooring materials.
- f. Landlord shall be responsible for any moving and reinstallation of Occupying Agency's furniture. Occupying Agency shall disconnect and move any personal items, computers, or other electronic equipment.
- g. Landlord shall have the carpet in the Premises professionally steam-cleaned (and then again, each subsequent year by July 1).

**3. Repair / Replace Ceiling Tiles.**

- a. Restore ceiling grid to "like-new" condition including removing all marks or damage. Repaint existing grid if discolored. Fill and paint any screw holes.
- b. Reuse existing ceiling tile to the fullest extent possible. Replace all damaged, chipped, stained, or discolored tiles with new to match existing as required. The mixing of old and new tiles within one space is not acceptable
- c. Existing grid is to be straightened and leveled as required. Replace any damaged or discolored members.
- d. All lamps within fixtures are to be fully functional and of the same color temperature. Replace all lamps not meeting these criteria as required.

**4. Building Exterior Condition Repair.**

- a. Handicap spaces shall be clearly marked and in accordance with local regulations.
- b. Landlord shall have the exterior of the building repainted.
- c. Landlord shall ensure the ADA ramp is unlocked and available for use during normal business hours.

**5. HVAC Test and Balance.**

Landlord shall have a Test and Balance report completed on the Building's heating, ventilation, and air conditioning system to minimize areas of hot and cold caused by inadequate or excessive air flow on an annual basis. The Test and Balance report shall be provided to the Tenant and/or Occupying Agency on an Annual basis.

Landlord and Landlord's management company both agree that they will not charge Tenant a construction management fee.

<b>OBLIGATION TO REPAIR &amp; MAINTAIN:</b>	Landlord will be responsible for all interior and exterior repairs and maintenance of the Premises at no additional charge to Tenant, except for damage or disrepair caused by the gross negligence or willful misconduct of Tenant, its employees, agents or contractors.
<b>COMPLIANCE WITH LAWS:</b>	Landlord, at Landlord’s sole cost and expense, will be responsible for making the entire Building and Premises fully compliant with all required (present and future), local, state and federal regulations and guidelines, including those governing American with Disabilities Act, fire, life safety, environmental and OSHA codes.
<b>AUTHORITY:</b>	Landlord represents to Tenant that it is the owner of the Building, that the zoning necessary to proceed with the project has been approved, and that Landlord has full authority to enter into this LOI and a lease agreement.
<b>LEASE DOCUMENT:</b>	Tenant and Landlord reserve the right to address further modifications in the lease document prior to finalizing this contemplated transaction.
<b>CONFIDENTIALITY:</b>	This proposal and all discussion related thereto shall be held in confidence by Landlord and will not be discussed with third parties except on an “as needed” basis.
<b>CONFLICT OF INTEREST DISCLOSURE:</b>	Landlord should be aware that the project subject to this Letter of Intent is a public procurement, and SPC is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, SPC shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting lease. If a conflict of interest exists for Landlord, a Conflict of Interest Disclosure must be completed and submitted to SPC and if appropriate, Landlord may be required to agree to certain measures to safeguard against conflicts or the Project may be discontinued altogether. Landlord’s responsibility to disclose any conflict of interest is ongoing.

If the foregoing offer is acceptable to Landlord and Landlord agrees to undertake good faith negotiations with Tenant in order to finalize a Lease Document embodying the terms set forth above, please execute this letter where indicated below and return a copy to our office (via email). If you have any questions or would like to discuss, please call my cell phone.



**Dave Curry**  
*Leasing Specialist*  
 270 Washington Street, SW  
 Suite 2-129  
 Atlanta, Georgia 30334  
**Cell: 678-951-2394**  
[david.curry@spc.ga.gov](mailto:david.curry@spc.ga.gov)

[SPC Website](#) | [Connecting People & Workspaces](#)

The remainder of this page intentionally left blank

AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**Landlord:** Effingham County Board of Commissioners

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

**Name:** \_\_\_\_\_

(print name)

**Its:** \_\_\_\_\_



AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**Occupying Agency:** Department of Juvenile Justice

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

**Name:** \_\_\_\_\_

(print name)

**Its:** \_\_\_\_\_

**By signing, the Occupying Agency approves this Letter of Intent as to content including monetary obligations that will be incurred by the Occupying Agency subsequent to the execution of the lease by the State Properties Commission and the Landlord, and upon assignment of the Premises to such Occupying Agency by the State Properties Commission.**





## STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, Atlanta, Georgia 30334

Chairman  
Nathan Deal  
Governor

Executive Director  
Steven L. Stancil

January 24, 2017

Ms. Stephanie Johnson  
Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, Georgia 31329

Dear Ms. Johnson:

Enclosed are one (1) executed original Lease Agreement #8588 and one (1) executed original Sublease #8588 for space occupied by the Department of Juvenile Justice located at 768 Georgia Highway 119 Southfield in Effingham, Georgia.

Please note that an executed original Lease Agreement and Sublease have been forwarded to the occupying agency and one executed original Lease Agreement and Sublease have been retained for our files.

Should you require additional information or have any questions, please contact me at 404-656-7955.

Sincerely,

Mikki Hutchins, III  
Leasing Specialist

MH:ks

Enclosures

STATE OF GEORGIA,  
COUNTY OF EFFINGHAM

ANNUAL LEASE #8588

### LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this "Agreement," is made and entered into this 24<sup>th</sup> day of January, 2017, by and between EFFINGHAM COUNTY BOARD OF COMMISSIONERS whose business address for purpose of this Agreement is 601 North Laurel Street, Springfield, Georgia 31329, Party of the First Part, hereinafter referred to as "Landlord," and the STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant" ["Landlord" or "Tenant" may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

### DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

- A. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
- B. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
- C. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
- D. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
- E. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.
- F. "Janitorial Services" if the responsibility of the Landlord shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as



necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

- G. **“Land”** shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
- H. **“Landlord”** shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
- I. **“Laws”** shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. “Law” shall be the singular reference to Laws.
- J. **“Mortgage”** shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. “Mortgages” shall mean more than one “Mortgage.”
- K. **“Party”** shall be construed to mean either Landlord or Tenant, as appropriate. “Parties” shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
- L. **“Premises”** shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
- M. Any and all references to the word **“Term”** of this Agreement shall include not only the original term but also any renewal or extension of the original term.

**WITNESSETH THAT:**

**ARTICLE I**

**PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF**

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an estate for years to Tenant those certain premises situated in **Effingham** County, Georgia, and being more particularly described as follows, to wit:

Approximately **2,489** square feet of office space located at

768 Georgia Highway 119 South

Springfield, Georgia 31329.

The above-described Premises being shown and delineated on a floor plan drawing prepared for the Landlord and Tenant by the Bock Architects, PC., and entitled Exhibit A (Floor Plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

**ARTICLE II**

**TERM**

This Agreement shall commence on the earlier of the first day Tenant occupies the Premises for the use as provided in Article I; or the next business day after substantial completion of the build out of the Premises as evidenced by Landlord's receipt of a permanent certificate of occupancy for the Building and Premises (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the **30<sup>th</sup> day of June, 2017** (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and lease expiration date. Such letter shall substantively conform to that template letter attached hereto as Exhibit B and incorporated herein by reference. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

**ARTICLE III**

**OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND**

**THE TERM OF THIS AGREEMENT**

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **three (3)** additional periods of one (1) year(s) each (hereinafter referred to as "Renewal Option(s)"). Said effective Renewal Option(s) shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and the monthly rental rate for said Renewal Option shall be as provided in paragraph Article IV, Paragraph 2 herein below; provided, however, that notice of Tenant's desire to exercise such right, privilege

and option shall be given to the 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 appropriation bill, whichever occurs later, but in no case shall Tenant's written notice be provided to Landlord later than June 30th of the Term or the then current Renewal Option of Tenant's intent to exercise the Renewal Option. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant. Unless otherwise specified, the initial Term as provided in Article II and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

#### ARTICLE IV

##### FIXED RENTAL

1. For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal **monthly rental of One Thousand Seven Hundred Twenty-Five Dollars and 00/100(\$1,725.00)**(hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the 1<sup>st</sup> day of each and every calendar month during the said Term, being at the rate of **Twenty Thousand Seven Hundred Dollars and 00/100 (\$20,700.00) per annum**; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the above-referenced monthly installment of Fixed Rental prorated on a daily basis, and shall be payable, together with the monthly installment of Fixed Rental for the first full calendar month of the Term of this Agreement, on the first day of the first calendar month following the Commencement Date; provided further, however, that, if the Expiration Date is a day other than the last day of a calendar month, the monthly installment of Fixed Rental payable for the month during which the Expiration Date occurs shall be the above-referenced monthly installment of Fixed Rental prorated on a daily basis.

2. Renewal Rental Rate.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2018 (beginning July 1, 2017 and ending June 30, 2018) the rental rate shall be \$20,700.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2019 (beginning July 1, 2018 and ending June 30, 2019) the rental rate shall be \$20,700.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) the rental rate shall be \$20,700.00 per year.

#### ARTICLE V

##### COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS

##### AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
2. Riders. Reserved.
3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for

payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.
5. **Covenant of Title and Quiet Enjoyment.** Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.
6. **Additional Landlord Covenants, Representations and Warranties.** Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or



before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.
8. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding

on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises.

9. Binding Effect on Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
10. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises 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 this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.
11. Destruction of or Damage to the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt.
12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of

Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

13. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "Remediation"), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.
14. Landlord Remedy in the Event of Tenant 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 or other payment of money to be made by Tenant hereunder 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 or any

other payment to be made by Tenant), 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.

15. **Holding Over.** Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE IV above and under the same provisions in force at the expiration or termination of this Agreement.
16. **Condemnation.** In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election"). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. 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. **Rubbish Removal.** Landlord shall keep the Common Area clean, both inside and outside, at Landlord's sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.
18. **Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help.** Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the Common Area well lit and change light bulbs in the Common Area as necessary; (ii) perform the Janitorial Services; (iii) maintain and repair the interior portions of the



Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry for Inspection and Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.
20. Janitorial Services. Landlord shall use care to select honest and efficient employees for provision of the Janitorial Services. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.
21. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the

Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.

22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.
23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.
24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.
25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.
26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.
27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.
28. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.
29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.
30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.
31. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of

administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant give s Landlord prior written notice thereof. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

32. Surrender of the Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.
33. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.
34. Miscellaneous.
- A. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.
- B. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the State Properties Commission. Under no circumstances should there be any expectation of the Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one year term. Any such

reliance beyond the current one year term is at the sole risk of such party and the Tenant shall have no obligation (legal or moral) with respect to any losses suffered by such party. The express intent of this Section 34(B) is to put the Landlord and all third parties (including rating agencies, investors, underwriters, issuers and counsel) on express notice, that neither the Tenant, the State Properties Commission, the State of Georgia nor any of its departments or agencies shall have any obligation (legal or moral) with respect to any financing for the Premises

C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit A are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshal's Office to aid the Landlord in this approval process.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

(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:

[Signature]  
Unofficial Witness

S. Johnson  
Notary Public

My Commission Expires: 03/16/2020



**LANDLORD:**

EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS

By: [Signature]  
Name: Wendall A. Kessler  
Title: Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

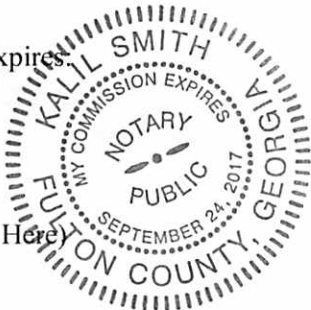
Signed, sealed and delivered  
as to Tenant in the presence of:

Angela Williams  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires

(Affix and Impress  
Notary Public Seal Here)



**TENANT:**

STATE PROPERTIES COMMISSION

By: [Signature]  
Name: Franka Smith  
Title: Deputy Executive Director

*[Faint handwritten text, possibly a signature or name]*

*[Faint handwritten text]*



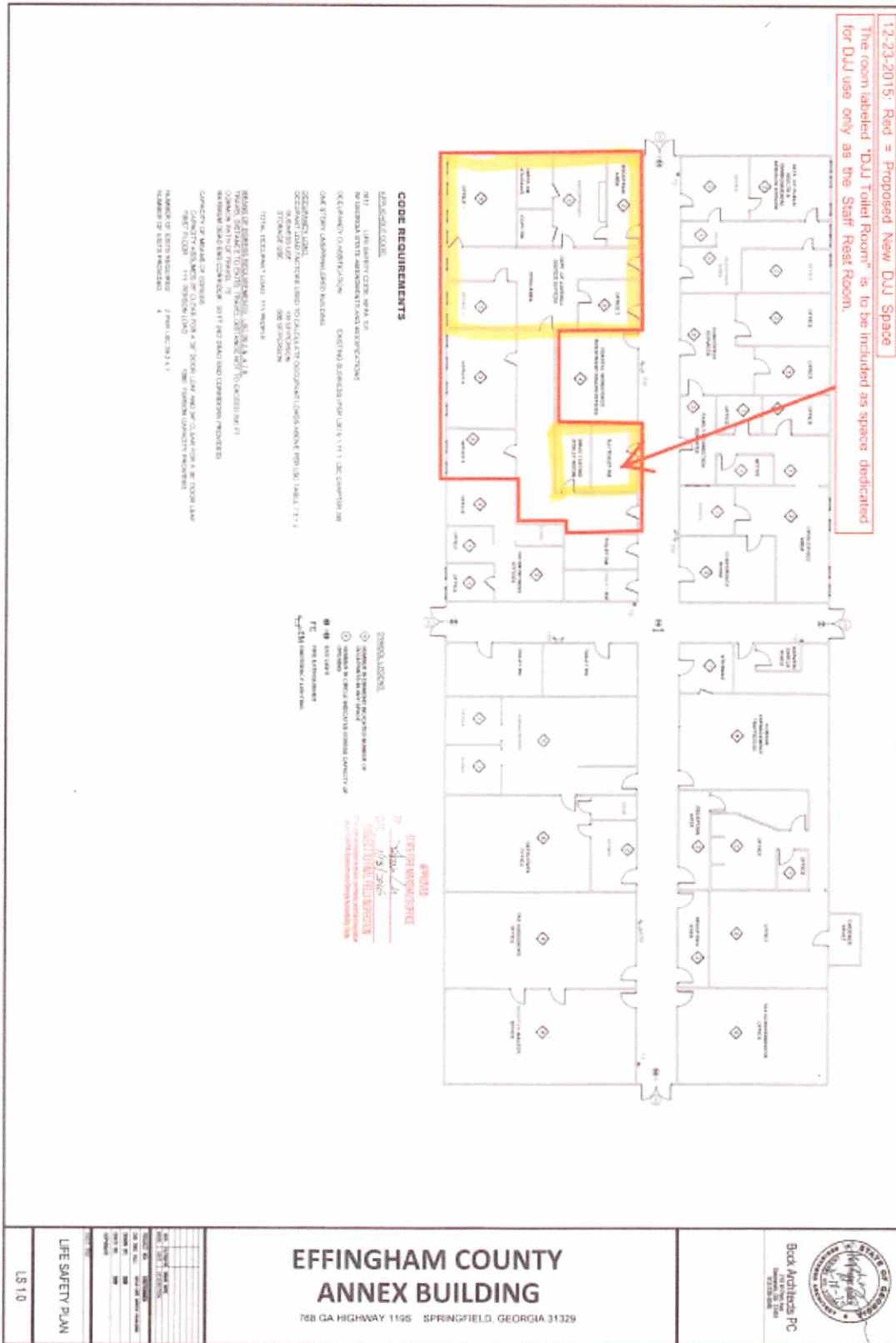
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*[Faint handwritten text]*

*[Faint handwritten text]*

**EXHIBIT A**

[Floor Plan]



**EXHIBIT B**

**[Rent Commencement Letter Template/Form]**

[Date]

[Landlord Name]  
[Landlord Address]

Re: Lease Agreement dated as of \_\_\_\_\_ (the "Agreement"), by and between \_\_\_\_\_ ("Landlord"), and the State Properties Commission, a Commission within the State Government of Georgia ("Tenant"), concerning certain premises leased by Tenant from Landlord at \_\_\_\_\_.

Dear \_\_\_\_\_:

In accordance with the terms and conditions of the Agreement, the following is confirmation of certain terms and conditions of the Agreement:

1. The Tenant Improvements are substantially completed, and the Term shall commence on or has commenced on \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. Full monthly Rent will commence to accrue on \_\_\_\_\_, in the amount of \$\_\_\_\_\_ per month.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment.
4. Tenant's rent checks should be made payable to \_\_\_\_\_
5. The exact number of rentable square feet ("rsf") within the Premises is \_\_\_\_\_ rsf.
6. This Rent Commencement Letter is hereby submitted by Tenant, and is signed by a duly authorized representative of Tenant.

TENANT:  
STATE PROPERTIES COMMISSION,  
A Commission within the State Government of Georgia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Landlord's duly authorized representative.

LANDLORD:

By: \_\_\_\_\_  
Authorized Signatory



STATE OF GEORGIA  
 COUNTY OF FULTON

Lease # 8588

**SUBLEASE AGREEMENT**

This **SUBLEASE AGREEMENT** (this "Sublease") is made and entered into this 24<sup>th</sup> day of January, 2017, by and between the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32 ("Sublandlord"), and the **DEPARTMENT OF JUVENILE JUSTICE** an agency, department, commission, board, or bureau or other entity within the State Government of Georgia ("Subtenant") (Sublandlord and Subtenant will hereinafter be collectively referred to as the "Parties").

**WITNESSETH THAT:**

**WHEREAS**, Effingham County Board of Commissioners as landlord ("Master Landlord"), and Sublandlord, as tenant, entered into that certain Lease Agreement dated January 24, 2017, (as the same may hereafter be amended, the "Master Lease"), which Master Lease is attached hereto as Exhibit A; and

**WHEREAS**, pursuant to the terms of the Master Lease, Sublandlord is leasing from Master Landlord certain premises known as **768 Georgia Highway 119 South, Springfield, Georgia 31329**, containing, in the aggregate, approximately **2,489** square feet of office space and more particularly depicted on Exhibit B attached hereto (the "Sublease Premises"); and

**WHEREAS**, pursuant to O.C.G.A. § 50-16-41 et seq., Sublandlord shall manage the utilization of administrative space for state entities, which includes: (i) entering into any necessary agreements to rent or lease administrative space on behalf of any state entity; and (ii) subleasing the space to the state entity or entities requiring the space;

**WHEREAS**, Sublandlord desires to sublease the Sublease Premises to Subtenant, and Subtenant desires to sublease the Sublease Premises from Sublandlord, all upon the terms and subject to the conditions hereinafter set forth; and

**WHEREAS**, this Sublease has been approved by the governing bodies of the Sublandlord and the Subtenant.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants contained herein, ten dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by all parties hereto, the Parties, intending to be legally bound, hereby covenant, acknowledge, represent and agree as follows:

**1. DEMISE; TERM**

Sublandlord hereby subleases the Sublease Premises to Subtenant, and Subtenant hereby subleases the Sublease Premises from Sublandlord, on the terms and conditions contained herein. The term of this Sublease shall commence on such later date on which (i) this Sublease is fully executed and delivered and (ii) Sublandlord has delivered possession of the Sublease Premises to Subtenant (the "Commencement Date"). The term of this Sublease shall terminate on the earlier of (i) 11:59 p.m. on the date one (1) calendar day prior to the expiration date of the Master Lease or (ii) such earlier date upon which the Term shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of this Sublease or pursuant to law (the "Expiration Date"). The period between the Commencement Date and the Expiration Date is hereinafter referred to as the "Sublease Term" or the "Term." Anything

contained in this Sublease to the contrary notwithstanding, in the event the Master Lease expires or is sooner terminated for any reason, then this Sublease shall terminate automatically and any unsatisfied Subtenant obligations incurred prior to the termination date shall survive such termination. Upon the occurrence of the Commencement Date, either party shall have the right to require both parties hereto to confirm the Commencement Date in writing, of the Master Lease granted to Sublandlord the exclusive right, privilege and option of renewing or extending the Term of the Master Lease for **three (3)** additional periods of one (1) year(s) each (hereinafter referred to as "Renewal Option(s)"). Unless Subtenant provides to Sublandlord, prior to May 1st of the Term or any current Renewal Option, a written request that Sublandlord not exercise a Renewal Option, then Sublandlord may exercise its Renewal Option as provided in the Master Lease. Upon the exercise by Sublandlord of its Renewal Option(s) under the Master Lease, the Sublease Term shall be automatically renewed without the necessity of any further writing between the Sublandlord and Subtenant to extend the Sublease Term. This Sublease shall be deemed renewed for the same period of such effective Renewal Option, less one day (hereinafter referred to as "Sublease Renewal Option(s)"). During any effective Sublease Renewal Option(s), Subtenant's obligations will continue as provided in this Sublease Agreement.]

## **2. RENT**

Subtenant agrees to pay to Master Landlord (for the account of Sublandlord), without demand therefor and without right of set-off, abatement, credit or deduction, monthly rent in accordance with Article of the Master Lease (the "Sublease Base Rent"), payable in good and immediate funds by interbank wire transfer or check, or as Sublandlord may from time to time otherwise direct by written notice to Subtenant. Sublease Base Rent shall be payable to Master Landlord in advance commencing on the Commencement Date and thereafter in advance on the first day of each month during the Sublease Term. Sublease Base Rent for any partial month shall be prorated on a per diem basis. Notwithstanding anything to the contrary, the installment of Sublease Base Rent for the first full month of Sublease Term shall be due and payable upon the Commencement Date and in accordance with Article 1 of this Sublease by Subtenant. Additionally, Subtenant agrees to pay to Master Landlord any payments accruing as a result of (i) any increases in insurance premiums resulting from any act or omission of Subtenant, (ii) any sums payable on account of Subtenant's use of extra heating, ventilation or air conditioning, and (iii) any sums payable on account of any services requested by and provided to Subtenant. In addition, on the date Subtenant signs this Sublease, and thereafter upon demand, Subtenant shall reimburse Sublandlord for all reasonable out of pocket expenses incurred (a) in connection with this Sublease and the preparation of the Sublease Premises for occupancy by Subtenant (including, without limitation, all design and programming costs) and (b) by Sublandlord in connection with Subtenant's vacation of the Sublease Premises. All sums due under this Section 2, including, without limitation, Sublease Base Rent, shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Sublease. For purposes of this Sublease, all sums due under this Section 2 or under any other provision of this Sublease, other than Sublease Base Rent, shall be collectively referred to herein as "Sublease Additional Rent," and all Sublease Base Rent and Sublease Additional Rent shall be collectively referred to herein as "Rent."

## **3. INSURANCE**

Subtenant acknowledges and agrees that it is solely responsible for any damage to its personal property from any cause whatsoever. Accordingly, at all times during the term of this Sublease, Subtenant shall maintain insurance coverage for Subtenant's fixtures, furnishings, equipment and personal property which it may use or store at the Sublease Premises against any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion,

aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe and public liability insurance for all liability of Subtenant, its members, officers, employees and agents, arising from or in connection with the use or occupancy of the Sublease Premises, which can be insured under State self-insurance funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division.

#### **4. ASSIGNMENT; SUBLETTING**

Subtenant will not sublet the Sublease Premises, or any portion thereof, or assign this Sublease in whole or in part, for collateral purposes or otherwise, or permit use or occupancy of the Sublease Premises, or any portion thereof. Subtenant shall not mortgage, convey, encumber or hypothecate its interest under this Sublease. Subtenant acknowledges that it has only a usufruct, not subject to levy or sale, and that no estate has passed out of Master Landlord or Sublandlord.

If a sublease or assignment is required to comply with the Workforce Innovation and Opportunity Act or other federal law or regulation, then Subtenant shall notify Sublandlord and Sublandlord will take the necessary action to comply with said federal law or regulation.

#### **5. CONDITION OF SUBLEASE PREMISES; NO COVENANT OF QUIET ENJOYMENT**

Subtenant acknowledges that it has fully inspected the Sublease Premises, is satisfied with the condition thereof and is taking the Sublease Premises in an “As-Is” and “Where-Is” condition, “With All Faults,” and Sublandlord makes no representations or warranties (either express or implied) of habitability, merchantability or fitness for a particular purpose, and Sublandlord expressly disclaims the same. Without limiting the generality of the foregoing neither Sublandlord nor any employee, agent or representative of Sublandlord has made any promise to alter, remodel or improve the Sublease Premises or any portion thereof or any representation (either express or implied) respecting the condition of the Sublease Premises, Subtenant’s taking of possession of the Sublease Premises shall constitute an unconditional acceptance by it of the condition thereof, including without limitation, as suitable for the purposes intended. Subtenant further acknowledges that Sublandlord has made no covenant of quiet enjoyment with respect to this Sublease or to the Sublease Premises.

#### **6. PERMITTED USE OF SUBLEASE PREMISES; COMPLIANCE WITH LAWS**

Subtenant covenants and agrees that it shall use the Sublease Premises solely and exclusively for the purposes permitted under the Master Lease. Subtenant shall, at all times and at Subtenant’s sole cost and expense, (a) use the Sublease Premises and cause the same (including compliance by all employees, agents, servants, licensees, invitees, contractors, representatives and others acting on Subtenant’s behalf (collectively, the “Subtenant Parties”) to be in full and strict compliance with all applicable federal and state laws, whether present or future, foreseen or unforeseen, including, without limitation, all judicial and regulatory interpretations of the same and the requirements of any Board of Fire Underwriters (collectively, “Laws”), and (b) not engage in any activities on the Sublease Premises or act in any way which may be considered to be ultra-hazardous or extra-hazardous or which would violate any Laws.

#### **7. ALTERATIONS**

Subtenant shall not make any alterations or improvements to the Sublease Premises (“Alterations”) unless Subtenant shall have first obtained the prior written consent of Sublandlord, said consent shall not be unreasonably withheld. Any Alterations permitted under this Sublease shall be made by Subtenant in a good, workmanlike and lien-free manner using new materials, and, upon completion, such alterations and improvements shall remain a part of the Sublease Premises and be surrendered along

with the rest of the Sublease Premises at the expiration or earlier termination of the Term of this Sublease, all without any compensation to Subtenant therefor. Notwithstanding the foregoing to the contrary, prior to the Expiration Date, or upon any earlier termination of this Sublease, Subtenant, at the request of Sublandlord or Master Landlord, shall remove all Alterations, repair all damage resulting from such removal and restore the Sublease Premises to the condition as of the date possession was delivered to Subtenant. If Subtenant fails or refuses to remove such Alterations, or fails to correct, repair and restore the Sublease Premises, Master Landlord or Sublandlord may cause the same to be removed, and repairs and restoration to be made, in which event Subtenant shall upon demand reimburse Sublandlord for any costs incurred by Sublandlord, together with any and all damages which Sublandlord may suffer and sustain by reason of Subtenant's failure or refusal to remove said Alterations.

#### **8. REPAIRS AND MAINTENANCE**

During the Term of this Sublease, subject to repairs and maintenance required to be performed by Master Landlord, normal wear, loss by fire or other casualty not caused by Subtenant or the Subtenant Parties and condemnation, Subtenant shall, at its sole cost and expense, make all repairs and maintenance as shall be necessary to keep the Sublease Premises in good condition, working order and repair. Subtenant further agrees that all damage or injury done to the Sublease Premises by the Subtenant, the Subtenant Parties or in or upon the Subtenant Premises (except the Sublandlord, Sublandlord's agents, servants and employees) shall be repaired by Subtenant at its sole cost and expense.

#### **9. SUBJECT TO THE MASTER LEASE**

(a) This Sublease, at all times, shall be subject and subordinate to the terms and conditions of the Master Lease.

(b) All of the terms, covenants, conditions and restrictions imposed by the Master Lease upon Sublandlord, as tenant under the Master Lease, are hereby imposed upon Subtenant and accepted and assumed by Subtenant with respect to the Sublease Premises, except as otherwise expressly set forth in this Sublease. Subtenant shall, with respect to the Sublease Premises, duly, fully and strictly keep, observe and perform each and every term, covenant condition and restriction on Sublandlord's part to be observed and performed as tenant under the Master Lease for the benefit of both Sublandlord and Master Landlord. Anything to the contrary contained herein notwithstanding, Subtenant shall not (i) take any action or fail to take any action which is or would be inconsistent with the terms of the Master Lease, (ii) do or permit to be done by any of the Subtenant Parties anything prohibited to Sublandlord as the tenant under the Master Lease, or which would constitute, with or without the giving of notice or the passage of time or both, a default under the Master Lease, or (iii) take any action, fail to take any action or do or permit anything which would result in any additional cost or liability to Sublandlord under the Master Lease. With respect to any provision of the Master Lease that provides for an abatement of rent under certain circumstances during the Sublease Term, Subtenant shall not be entitled to any rent abatement thereunder unless Sublandlord actually receives a rent abatement under the Master Lease. At the end of the Term of this Sublease, if all Rent has been paid in accordance with the terms and conditions of the Master Lease between Sublandlord and the Subtenant, and upon Sublandlord's receipt from the Master Landlord of a final financial statement of all receipts and disbursements and the balance of funds remaining in any operating fund or maintenance reserve fund, and the Sublandlord actually receives as payment from the Master Landlord the balance of funds remaining in any operating fund or maintenance reserve fund under the terms of the Master Sublease (hereinafter the "return funds"), the portion of such return funds that is attributable to the Sublease Premises shall be paid, in its entirety, by Sublandlord to Subtenant within thirty (30) days of Sublandlord's receipt of such return funds from the Master Landlord without Subtenant's demand therefor.



(c) All the rights and obligations conferred and imposed by the Master Lease upon Master Landlord, as landlord under the Master Lease, are hereby conferred and imposed upon Sublandlord with respect to the Sublease Premises and Subtenant's occupancy thereof. However, Sublandlord shall not be obligated to perform and shall not be liable for the performance by Master Landlord of any of the obligations of the Master Landlord under the Master Lease. Without limiting the generality of the foregoing, Sublandlord shall have no obligation to render any services to Subtenant in or to the Sublease Premises, to construct any improvements or make any alterations on the Sublease Premises, nor shall Sublandlord have any obligation to repair or restore the Sublease Premises following a casualty or condemnation. Sublandlord shall not be liable with respect to any representations or warranties of Master Landlord contained in the Master Lease. Subtenant shall have no claim against Sublandlord by reason of any default on the part of Master Landlord. In furtherance of the foregoing, Subtenant shall not make any claim against Sublandlord for any damages which may arise by reason of any act or omission, whether intentional or negligent, of Master Landlord. Subtenant shall not have actual, constructive or apparent authority to act on Sublandlord's behalf. Nothing herein contained shall be deemed to authorize Subtenant to represent Sublandlord in connection with any suit or claim by or against Master Landlord or to amend or otherwise modify the terms of the Master Lease. Subtenant agrees to look solely to Master Landlord for the furnishing of any services to which Subtenant may be entitled under the Master Lease. Provided Subtenant is not in default under this Sublease, Sublandlord agrees to cooperate with Subtenant and to use reasonable efforts (without, however, incurring any liabilities or expenses, other than those liabilities or expenses which Subtenant unconditionally agrees in writing to reimburse) to enforce, for the benefit of Subtenant, the obligations of Master Landlord to Sublandlord under the Master Lease insofar as they relate to the Sublease Premises. Notwithstanding the foregoing, in the event of a disagreement between Sublandlord and Subtenant regarding the interpretation of the terms of the Master Lease, Sublandlord's interpretation shall control. Any and all out-of-pocket expenses of Sublandlord arising from Sublandlord's action taken pursuant to this Section 9(c) shall be reimbursed by Subtenant as Sublease Additional Rent, which shall be due within ten (10) days after receipt of written demand therefor in reasonable detail. The foregoing covenant shall not be deemed to require that Sublandlord commence legal action to enforce the obligations of Master Landlord.

(d) The terms of this Sublease shall not include the discretionary elections and consents provided to Sublandlord, as tenant, under the Master Lease. The right to make all such elections and provide all such consents shall be reserved solely to Sublandlord, and Sublandlord shall in no event be liable to Subtenant for any loss or damage occasioned by or resulting from any elections made or not made or consents given or not given by Sublandlord, as tenant, under the Master Lease. Sublandlord shall endeavor to provide five (5) days' prior written notice to Subtenant of Sublandlord's intent to make any elections or consents that it may have under the Master Lease; in the case of any disagreement by Subtenant as to Sublandlord's intent, the Sublandlord's determination shall control. In the event of any inconsistency between the terms and provisions of this Section 9(d) and the other terms and provisions of this Sublease, the terms and provisions of this Section 9(d) shall control.

(e) Sublandlord shall have no obligation to provide any non-disturbance, subordination and attornment agreement to Subtenant, nor shall such delivery be a condition to the subordination provided in the Master Lease, as incorporated herein by reference, or to the subordination in this Sublease.

#### **10. CONSENT OF SUBLANDLORD**

Whenever the consent of Sublandlord is required under this Sublease, such consent will not be unreasonably withheld by Sublandlord, except to the extent otherwise provided herein. Anything contained herein to the contrary notwithstanding, in any case where this Sublease or the Master Lease

requires Subtenant to obtain the consent or approval of Sublandlord, whether prior to the taking of any action or otherwise, Subtenant shall, in addition to obtaining the consent or approval of Sublandlord, obtain (at the time required) the consent or approval of Master Landlord, if such consent or approval is required by the Master Lease. In the event that Master Landlord's consent or approval is so required, Subtenant shall not contact Master Landlord directly, but Subtenant shall instead deliver a written request to Sublandlord to obtain the consent or approval of Master Landlord. Sublandlord shall promptly transmit to Master Landlord Subtenant's request for such consent or approval. Subtenant shall keep Sublandlord apprised of any communications between Master Landlord and Subtenant. To the extent the Master Landlord withholds its consent or fails to respond to any request for consent, then Sublandlord may withhold its consent to the matter, and such withholding of consent by Sublandlord shall be conclusively presumed to have been reasonable, and Subtenant shall have no claim or cause of action against Sublandlord on account thereof. It is hereby acknowledged by Sublandlord and Subtenant that any consent by Master Landlord to this Sublease shall not make Master Landlord a party to this Sublease, nor shall it create any contractual liability or duty on the part of Master Landlord to Subtenant, nor shall it in any manner increase, decrease or otherwise affect the rights and obligations of Master Landlord and Sublandlord, as the Tenant, under the Master Lease, in respect of the Sublease Premises.

#### **11. DEFAULT; TERMINATION**

If Subtenant shall be in default in the fulfillment of any of its covenants and agreements set forth herein or under the Master Lease, at the expiration of the cure period provided in the Master Lease, Sublandlord may terminate this Sublease. In addition to the foregoing, and not in limitation thereof, Sublandlord shall have the right, but shall not be obligated, to cure any breach or default of Subtenant under this Sublease, or in the Master Lease, and any and all costs incurred by Sublandlord in connection with the curing of any such breach or default shall become immediately due and payable to Sublandlord as Sublease Additional Rent.

#### **12. NO UNILATERAL SUBTENANT TERMINATION**

Subtenant may not terminate this Sublease in the event of a Sublandlord default without the written consent of Sublandlord and the Georgia State Financing and Investment Commission ("GSFIC").

#### **13. NON-WAIVER**

Failure of Sublandlord or Subtenant to declare any default immediately upon occurrence thereof, or any delay in taking any action in connection therewith, shall not waive such action in law or in equity. No waiver by Sublandlord or Subtenant of a default by the other shall be implied, and no express waiver by Sublandlord or Subtenant shall affect any such default other than the default specified in such waiver and then only for the time and extension therein stated. All rights and remedies specifically granted to Sublandlord and Subtenant herein shall be cumulative and not mutually exclusive, and no waiver shall be enforceable unless signed by the party against whom enforcement is sought. Further, no payment by Subtenant or receipt by Sublandlord of a lesser amount than the correct amount or manner of payment of rental due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Sublandlord may accept any checks or payments as made without prejudice to Sublandlord's right to recover the balance or pursue any other remedy in this Sublease or otherwise provided at law or equity.

#### **14. SURRENDER; HOLD OVER**

(a) Upon the termination or expiration of this Sublease, Subtenant shall surrender the Sublease Premises to Sublandlord in the same condition as at the commencement of the term hereof, or if

renovations, improvements or facilities are made or placed upon the Sublease Premises, the same condition as at the time the renovations, improvements or additional facilities were completed, natural wear and tear only excepted. To the extent Subtenant fails to remove all of its fixtures, furnishings, and property from the Sublease Premises on or before the expiration or earlier termination of the Sublease Term, then Sublandlord, thereafter, may remove such property from the Sublease Premises and store such property in such manner as Sublandlord deems desirable, and Subtenant shall be obligated to reimburse Sublandlord, as Sublease Additional Rent, for the actual costs incurred in removing and storing such property within ten (10) days after receipt of written demand therefor. Subtenant's obligation to observe and perform the covenants set forth in this Section 14 shall survive the expiration or termination of this Sublease. Notwithstanding the foregoing to the contrary, all fixtures, furnishings, and property of the Subtenant shall remain the property of the Subtenant, and shall be removed by Subtenant upon expiration or earlier termination of the Term.

(b) Should Subtenant, with or without Sublandlord's written consent, hold over after the termination of this Sublease, Subtenant shall become a tenant at will and shall be bound by each and all of the terms herein provided as may be applicable to such tenancy at will. Any such holding over shall not constitute an extension of this Sublease by law or otherwise. During such holding over, Subtenant shall pay, without limitation, Sublease Base Rent, at the rate Subtenant was paying prior to the expiration of the Sublease Term, together with such other sums as may be due Sublandlord under this Sublease and any damages incurred by Sublandlord arising directly or indirectly out of such hold over.

**15. NOTICES**

Whenever any notice, demand or request is required or permitted under this Sublease, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.. The notice addresses for the parties are as follows:

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

If to Subtenant: Department of Juvenile Justice  
Attention: Teri Stripling  
3408 Covington Highway, 4<sup>th</sup> Floor  
Decatur, GA 30032  
Telephone Number: (404) 508-6544

Sublandlord shall give Subtenant prompt written notice of all written notices from Master Landlord to Sublandlord under the Master Lease which affect the Sublease Premises. Subtenant shall give Sublandlord prompt written notice of all written notices from Master Landlord to Subtenant which affect the Sublease Premises. Subtenant shall not communicate directly with Master Landlord except in the event of any emergency resulting in the reasonable inability by Subtenant to use and occupy the Sublease Premises; in such event, the Subtenant may directly notify the Master Landlord of the emergency, provided that Subtenant shall promptly notify the Sublandlord of the same.

**16. SUBTENANT APPROPRIATIONS**

Pursuant to O.C.G.A. § 50-16-41(i), and to the extent Subtenant’s financial obligations are not funded by federal grant funds, Subtenant shall be accountable in the budgetary process for the Sublease Premises, which may require the payment of rent, fees, or other applicable charges as set forth in the Master Lease to the Sublandlord for use of the Sublease Premises. If Subtenant shall fail to make any budgetary adjustments or if for any reason the moneys in Subtenant’s budgetary allotments are insufficient to make all payments required with respect to this Sublease as and when the same becomes due, Subtenant shall direct the state treasurer to set apart from the first moneys or revenues thereafter received, such amounts as are necessary to cure any such deficiencies and shall immediately deposit the same with Sublandlord. The state treasurer may be required to set aside and apply such moneys or revenues as aforesaid at the action of Sublandlord or GSFIC for any deficiencies incurred under this Sublease.

**17. PUBLIC CONTRACT**

This Sublease is a public contract between public parties and is authorized pursuant to Paragraph I of Section III or Article IX of the Constitution of the State of Georgia of 1983, which provides that the State of Georgia, and any institution, department or agency of the State may contract with any public authority for the joint or separate use of facilities for any period not exceeding 50 years. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Sublease. The parties hereto expressly intend that there are no third party beneficiaries. No rule of strict construction shall be applied against either party. The invalidity of a provision shall not invalidate the whole so long as the remainder constitutes substantially the same agreement and continues to serve the mutual public purposes provided by this Sublease.

**18. MISCELLANEOUS**

(a) This Sublease constitutes the entire agreement of the Parties relative to the subject matter hereof, and all prior negotiations, conversations, representations, agreements and understandings are specifically merged herein and superseded hereby. This Sublease may be modified only by written instrument executed by the Parties hereto.

(b) Time is of the Essence of this Sublease

(c) This Sublease shall be construed in accordance with and governed by the laws of the State of Georgia with reference to its conflicts of laws.

(d) The paragraph headings used in this Sublease have been inserted for convenience of reference only and should not be construed to limit or restrict the terms and provisions, covenants and conditions hereof.

(e) If any term or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this



Sublease shall be valid and be enforced to the fullest extent permitted by law. To that end, each of the terms and provisions of this Sublease are hereby declared to be severable.

(f) This Sublease and any modifications or amendments hereto shall not take effect and be binding upon Sublandlord until Sublandlord and Subtenant execute the same.

(g) This Sublease may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

(h) Notwithstanding anything contained herein, this Sublease shall be deemed to be a sublease of the premises covered by the Master Lease and not an assignment, in whole or in part, of Sublandlord's interest in the Master Lease.

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

IN WITNESS WHEREOF, the Parties have executed and delivered this Sublease as of the date first set forth above.

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

Angel Williams

Unofficial Witness

Khalil Sat

Notary Public

My Commission Expires:

(Affix and Impress

Notary Public Seal Here)



**SUBLANDLORD:**

STATE PROPERTIES COMMISSION

By: [Signature]

Name: Frank Smith

Title: Deputy Executive Director

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

[Signature]

Unofficial Witness

Evelyn Phillips

Notary Public

My Commission Expires:

4/17/2020

(Affix and Impress

Notary Public Seal Here)



**SUBTENANT:**

DEPARTMENT OF JUVENILE JUSTICE

By: [Signature]

Name: Avery D. Niles

Title: Commissioner

1. The Commission shall have the honor to receive from you a copy of the report of the committee on the subject of the proposed amendment to the Constitution of the State of Georgia, which was adopted by the General Assembly at its session in 1901, and to advise the Commission of the result of its deliberations thereon.

Very respectfully,  
Your obedient servant,  
[Signature]

Very respectfully,  
Your obedient servant,  
[Signature]



**EXHIBIT A**

**MASTER LEASE**

[See Attached]





**Staff Report**

**Subject:** Amendments to Article II – Definitions, Article III-General Provisions, and Article V - Uses Permitted in Districts, Section 5.12 Industrial Districts  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** November 15, 2022  
**Item Description:** Report on proposed revisions to Definitions and *Section 5.12. I-1 Industrial districts.*

**Summary Recommendation:** Information on proposed I-1 industrial district revisions is provided for discussion and guidance.

**Executive Summary/Background:**

- The revisions include an update and expansion of Zoning Ordinance Definitions, to include shipping containers and shipping container facilities; revisions to *section 5.12 I-1 Industrial districts*, to clarify procedures; revisions to *section 3.3 Accessory structures*, to clarify permitted uses of shipping containers as accessory structures; and, a proposed new *section 3.16A Shipping Container Facility*, which includes requirements for site planning.
- The Port of Savannah is home to the largest single terminal container facility of its kind in North America, encompassing 1,345 acres. The site has 36 container cranes and 158 rubber-tired gantry cranes to handle containers on-site. \$8m in federal funding was used to modify three existing intermodal railyards in the southeast, and to establish two local truck-served yards in Statesboro and Savannah to accept containers for storage. These facilities have reduced the number of containers stored at the port by 25%, and cut the backlog of ships waiting for berth space. Use of intermodal rail facilities has reduced congestion and improved highway safety. However, there remains a steady demand for shipping container storage facilities on sites close to the port, and an excess supply of containers available for use as accessory structures.
- The proposed revisions will provide guidance and standards for staff and applicants who are seeking to use a single shipping container or develop a shipping container yard.

**Alternatives for Commission to Consider**

1. Provide input to staff.
2. Take no action.

**Recommended Alternative: 1****Other Alternatives: N/A****Department Review:** Development Services**Funding Source:** N/A**Attachments:**

1. Proposed ordinance revisions: Definitions and I-1 Industrial Districts

## ARTICLE III. - GENERAL PROVISIONS

## 3.3 - Accessory structures in residential districts.

3.3.1 Accessory structures in the R and PD-R residential districts may be erected ~~in any required court~~ within ~~any a~~ side or rear yard, and accessory structures in the AR-1 and AR-2 agricultural residential districts may be erected in the ~~front~~, side, or rear yard, provided they conform to the following:

- A. Maximum Height: one and a half ~~(1.5)~~ story or ~~fifteen (15) feet~~. above finished grade in the R and PD-R districts; ~~thirty-five (35) feet~~ in AR-1 and AR-2 districts.
- B. An accessory structure shall not be less than five ~~(5)~~ feet from the rear property line and not less than ~~five-40 (5)~~ feet from interior side setback lines.
- C. An accessory structure shall not be less than 10 ft. from a principal structure.
- D. ~~Not more than two accessory structures, including a detached garage, shall be located in any R or PD-R district, on one lot.~~

3.3.2 Accessory structures in the AR-1 and AR-2 agricultural residential districts may be placed in the front yard, ~~where the on a~~ property ~~is of~~ at least five ~~(5)~~ acres ~~and not in a platted subdivision~~. All structures on the property must comply with the front setback requirements for a principal structure.

- A. ~~Accessory structures shall not be erected on a lot prior to construction of a principal structure, except for agricultural purpose storage buildings in the AR-1 zoning district, where the property is at least five (5) acres, and not in a platted subdivision.~~
- B. ~~Accessory structures in the R, PD-R, and AR zoning districts may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.~~
- C. ~~Accessory structures shall not be used as a dwelling unit.~~

3.3.3. ~~A shipping container may be utilized as an accessory building in an the AR-1 and AR-2 zoning districts, provided it shall conform to the following:~~

- A. ~~Containers shall be painted in solid neutral colors. No writing or advertising of any kind shall be permitted.~~
- B. ~~A slab foundation shall be required and shall meet building code requirements for an accessory structure.~~
- C. ~~Containers shall meet the required side and rear yard setback requirements for an accessory structure, and shall be placed no nearer than 10 feet from a primary structure.~~
- D. ~~Containers shall not be placed in the front yard.~~
- E. ~~Containers shall not be stacked above the height of a single container.~~
- F. ~~Containers shall be subject to lot coverage requirements.~~
- G. ~~Containers shall only be placed on AR-1 and AR-2 lots that meet the minimum lot size for the district.~~
- H. ~~The number of shipping containers on AR-1 and AR-2 lots shall be limited to one (1) container per acre of land, to a maximum of five (5) containers on a parcel.~~

- I. No electricity or plumbing shall be connected to a shipping container.
- J. Ventilation is not required.
- K. No hazardous materials may be stored in a shipping container.
- L. Shipping containers shall be secured from entry by children and the general public when not attended.
- M. Shipping containers used for storage of equipment and supplies, and associated with an approved building construction project, shall be permitted to remain on site until the approval of the project's final building inspection, or expiration of the building permit, whichever is less.

**ARTICLE II. - DEFINITIONS**

2.72A Shipping Container. A receptacle designed for intermodal transport of cargo aboard ship, truck trailer, or rail car, and which exhibits features designed to facilitate the movement of containerized cargo, including but not limited to corner fittings for pins, design for stacking, size dimensions of eight (8) feet wide by eight (8) or ten (10) feet high by twenty (20), thirty-five (35), or forty (40) feet in length, and which is otherwise designed and constructed in conformance with standards for shipping containers as set forth by the International Standards Organization.

2.72B Shipping Container Facility. A facility that provides storage for shipping containers awaiting transport or next use.

## 5.12 - I-1 Industrial districts.

### 5.12.1 LI-Light industrial permitted uses.

All commercial uses are allowed in the I district.

The following uses shall be permitted in the Light Industrial district, provided that such uses meet all the requirements of this section and all other provisions established in this Code.

1. Assembly or fabrication of previously manufactured parts:
  - a. Apparel and other textile products;
  - b. Electronic and other electric equipment, electrical generator and distribution equipment;
  - c. Fabric samples;
  - d. Furniture and fixtures;
  - e. Industrial machinery and equipment;
  - f. Instruments and related products;
  - g. Lumber and wood products, excluding the processing of material for the production of paper and allied products;
  - h. Metal products;
  - i. Plastic and rubber products;
  - j. Transportation equipment.
2. Boat sales and repairs.
3. Automotive sales and repairs.
4. Automotive storage, excluding junk yards.
5. Florist—retail and wholesale.
6. Laboratories.
7. Manufacturing (light) of, including but not limited to the following:
  - a. Bakery products;
  - b. Beverages, including alcoholic beverages;
  - c. Communication equipment;
  - d. Computer and office equipment;
  - e. Electrical lighting and wiring equipment;
  - f. Electronic equipment;
  - g. Fabricated metals, excluding use of blast furnaces and drop forges;
  - h. Grain mill products;
  - i. Audio and visual equipment;



- j. Appliances;
  - k. Ice;
  - l. Meat products, excluding slaughtering, dressing, and rendering;
  - m. Medical instruments and supplies;
  - n. Pharmaceutical products;
  - o. Biodiesel in an enclosed system.
- 8. Offices.
  - 9. Printing and publishing.
  - 10. Recycling centers.
  - 11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitted in this district.
  - 12. Research facilities.
  - 13. Vocational schools.
  - 14. Utility operations centers.
  - 15. Ready-mix concrete facilities.

*5.12.1A HI-Heavy industrial permitted uses.*

Heavy Industrial uses must meet the required buffer standards.

- 1. Manufacturing (heavy) of:
  - a. Aerospace vehicles and parts
  - b. Automobiles and parts
  - c. Paper
  - d. Lumber
  - e. Concrete pipe
  - f. Asphalt
  - g. Boats
  - h. Grain mill products
  - i. Sugar
  - j. Wood chips
  - k. Ethanol
  - l. Chemicals
  - m. Plastics
- 2. Energy plant
- 3. Reserved.

4. Railroad switchyards
5. Metal plating
6. Metal smelting
7. Recycling centers
8. Warehousing

*Buffers.* Buffers for the industrial district shall meet the following minimum guidelines from the adjacent property line:

Proposed use	Adjacent use					
	R-district or single-family subdivision exterior boundary*	AR-1 or AR-2	Multi-family	Commercial, Institutional**	Light Industrial	Heavy Industrial**
R-districts or single-family subdivision exterior boundary*	15 feet	15 feet	20 feet	30 feet	300 feet	300 feet
AR-1 or AR-2	15 feet	15 feet	20 feet	30 feet	150 feet	300 feet
Multifamily	20 feet	20 feet	15 feet	20 feet	150 feet	300 feet
Commercial, Institutional**	30 feet	30 feet	20 feet	15 feet	50 feet	150 feet
Light Industrial**	300 feet	150 feet	300 feet	50 feet	25 feet	25 feet
Heavy Industrial**	300 feet	300 feet	300 feet	150 feet	25 feet	25 feet

For projects that meet two out of the three non-metropolitan thresholds for DRI review the required buffer screening may be lessened to allow for architectural views upon approval of the zoning administrator.

Please see buffer ordinance for required plantings

#### 5.12.1B HI-Heavy industrial conditional uses.

The following uses may be permitted on a conditional basis upon approval of the board of commissioners after review by the planning board.

1. *Junkyards.*

2. *Shipping Container Facility, as provided in Article III, Section 3.16A.*

The board of commissioners and planning board in reviewing the conditional use application, may consider the following factors:

- a. The effect the proposed activity will have on traffic flow along adjoining streets;
- b. Ingress and egress to the property;
- c. The number, size and types of signs proposed for the site;
- d. The amount and location of open space;
- e. Protective screening, **either natural vegetation and/or berms, and fencing, to screen the use from public view;**
- f. Hours and manner of operation;
- g. Outdoor lighting;
- h. Compatibility with surrounding land use; and,
- i. **The effect of noise, dust, debris or other external impacts of the use on the surrounding uses.**

5.12.2 All proposed uses not listed within section 5.12.1 are subject to review **by the planning board** and approval by the ~~planning board and~~ board of commissioners in accordance with the following procedures:

5.12.2.1 *Submission of plans.* The owner of a tract of land zoned **or permitted by conditional use** for industrial use shall submit to the planning board and board of commissioners for its review a **site** plan for the use and development of such tract of land. It shall then be the duty of the planning board and board of commissioners to investigate and ascertain whether the proposed activity complies with all the provisions of this chapter which pertain to **section 3.16A or I (Industrial)** districts. The board of commissioners may determine that a proposed activity is similar to those uses listed within section 5.12.1 or that the use is not similar. If the proposed activity is considered to be a similar use, said activity may be permitted by right. If the proposed activity is not similar to those uses listed within section 5.1.11, the use shall be subject to the approval of the county commission after review and recommendation by the planning board, subject to such conditions deemed necessary and appropriate by the board **of commissioners** to protect the public health, safety, and welfare of the citizens of Effingham County and to promote the purposes of this chapter. The planning board and board of commissioners

may employ experts in specific fields as needed, and as funds are available, to determine whether a proposed use meets the required performance standards.

5.12.2.2 *Submission requirements.* Design and operation plans shall be submitted to the zoning ~~official administrator~~ and consist of at least the following:

1. Name, address, and telephone number of petitioner, architect, surveyor, engineer of designer.
2. Names and addresses of all property owners of the site.
3. Zoning district classification of adjoining land.
4. Site plan to include the following:
  - a. Location and dimensions of existing and/or proposed structures with the type of usage designated.
  - b. Proposed and existing access and egress.
  - c. Proposed and existing right-of-ways.
  - d. Proposed and existing easements.
  - e. Proposed and existing water, sewer, and storm-water facilities.
  - f. Proposed and existing buffers.
  - g. Setbacks.
  - h. Streams, lakes, and jurisdictional wetland areas.
  - i. Proposed waste treatment/handling facilities.
  - j. Proposed parking.
  - k. Proposed outdoor lighting and signage.
  - l. Proposed hours of operation.
  - m. Traffic study.
  - n. Where the noise generated by the proposed development is expected to exceed 55 dB(A) at any point along the property line, the developer shall provide a detailed proposal for noise-reduction measures and shall depict said improvements on all site plans.
  - o. A dust and debris mitigation plan to keep the roads clean.**
5. Written report outlining the industrial operation, schedule of development, and listing the toxic and/or hazardous materials regulated by local, state, or federal regulations, including disposal/handling plans of said materials.

5.12.3 *Referral and authorization.* A written report of its findings shall be furnished by the planning board to the county commissioners. The planning board may suggest disapproval, recommend the plan as submitted, or may modify, alter, adjust, or amend the plan before recommendation, and in recommending it, may propose the prescribing of other conditions. The report of the planning board to the county commission shall include a finding as to whether the proposed use is consistent with the provisions and requirements of the zoning

ordinance. If the county commissioners find that the proposed use is consistent with the purpose of the zoning ordinance to promote the public health, safety, and general welfare, it may approve the rezoning.

5.12.4 *Performance standards.* All ~~industrial~~ **permitted and conditional** uses must conform to the following performance standards:

5.12.4.1 *Smoke.* The emission from any air contaminant source the opacity of which is equal to or greater than 40 percent shall not be permitted. Furthermore, from fuel-burning equipment, visible emissions the opacity of which is equal to or greater than 20 percent, except for one six-minute period per hour of not more than 27 percent opacity, shall not be permitted. Any operation, process, handling, transportation, or storage facility which may result in fugitive dust shall take all reasonable precautions to prevent such dust from becoming airborne. The percent opacity from any fugitive dust source shall not equal or exceed 20 percent. "Opacity" means the degree to which emissions reduce the transmission of light and obscure the view of an object in the background, and is expressed in terms of percent opacity. The measurement of percent opacity does not include the measurement of the obscuration of view due to uncombined water droplets. Any determination of the percent opacity shall be made by the arithmetic average of six minutes of data.

Any visual observation or determination of opacity taken for the purpose of determining compliance with any requirement of this standard shall be made by personnel certified according to procedures established for such certification by the Georgia EPD or by US EPA to make such observation or determination.

5.12.4.2 *Odor.* Any process which may involve the creation or emission of any odors shall be provided with a secondary safeguard system, so that control will be maintained if the primary safeguard system should fail. There is hereby established as a guide in determining such quantities of offensive odors Table 3 (Odor Thresholds) in Chapter 5, Air Pollution Abatement Manual, copyright 1951, by Manufacturing Chemists Association, Inc., Washington, D.C. Where said publication gives range of figures a simple average of these shall be used.

5.12.4.3 *Toxic gases.* The emission of gases or fumes injurious to persons or property beyond the lot lines occupied by the use is prohibited.

5.12.4.4 *Glare and heat.* Glare and heat from arc welding, acetylene torch cutting, or similar processes shall be performed so as not to produce glare which is visible, or objectionable heat beyond the property line of the lot on which the operation is located. Direct glare from incandescent exposed lights shall not be visible from adjoining streets or properties. All lighting shall be downward facing and shielded.

5.12.4.5 *Wastewater.* No discharge is permitted at any point in any private sewage disposal system or stream or into the ground of any materials in such a way or of such nature or temperature as could contaminate any water supply, or otherwise cause the emission of dangerous objectionable elements, except in accordance with the standards as approved by water pollution control boards of appropriate agencies of the state department of natural resources.



Furthermore, no accumulation of solid wastes conducive to the breeding of rodents or insects shall be permitted.

*5.12.4.6 Storage of toxic or hazardous wastes, chemicals, and materials.* Any applicant who intends to store, handle, or transport toxic or hazardous waste, chemicals, or materials shall submit to the county fire marshal a listing of all compounds and contents to be contained on the proposed site. Upon approval by the county fire marshal that the use, transport, and storage of said materials meets the federal and state guidelines, the applicant shall be issued a permit authorizing such secured storage. Disposal of toxic or hazardous wastes, chemicals, and materials is prohibited.

*5.12.4.7 Vibration.* Any use creating intense earthshaking vibration shall be set back as far as possible from the lot lines on all sides, and in no case shall any such vibration be perceptible along any lot line.

*5.12.4.8 Buffer/screening.* Please refer to [section 3.4 buffers ordinance](#).

*5.12.5 Uses prohibited.*

1. Residential subdivisions
2. Single-family residences
3. Churches
4. Single-family dwellings
5. Multifamily dwellings
6. Childcare centers (a childcare center may be allowed as a conditional use to make childcare available to the employees of an industrial site).

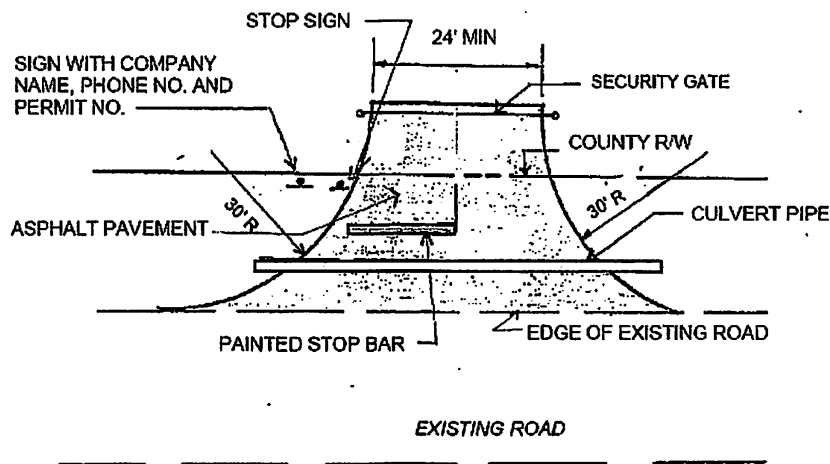
*5.12.6 Reserved.*

### 3.16A – Shipping Container Facility.

- a. Acreage. A Shipping Container Facility shall be required to operate on fifty (50) or more acres of contiguous land holdings, under the ownership of the owner / operator.
- b. Buffers. A Shipping Container Facility shall be subject to the buffer requirements for Heavy Industrial uses pursuant to Section 3.4 Buffers. A variance to the buffer requirements may be requested, according to the following:
  - a. The width of the vegetative buffer required in HI-Heavy Industrial may be reduced six (6) feet for every one (1) feet of berm height.
- c. Facility Operation Limitations. Open-air stacking of Shipping Container shall not exceed two (2) Shipping Containers. All repairs, with the exception of general maintenance and minor repairs, shall only occur within an enclosed building.
- d. Signs. All signage shall meet the requirements for signs in industrial districts per Part II, Chapter 62-Signs, Article III, Section 3.38 Signs.
- e. Parking and access. Parking and access for customers and employees must be provided on-site, pursuant to Section 3.30 Off-street access control and parking.
- f. Hours of Operation. Days and hours of operation requiring access by customers and/or clients shall be Monday through Saturday, daylight hours only, except in cases of emergencies, natural disasters, or required maintenance.
- g. Uses permitted. Shipping Container Storage, including offices related to the business operations.
- h. Uses not permitted: Any use which is ineligible for state or local permits, or an Effingham County Occupational Tax License.
- i. Performance Standards. Shipping Container Storage Facilities are subject to Section 5.12.4 Performance Standards.
- j. Approval. A Shipping Container Facility conditional use application shall be submitted for review by the Planning Board and approval by the Board of Commissioners.
- k. Transportation network and Road Impacts.
  - a. A Traffic Impact Study shall be required, pursuant to the Effingham County Traffic Impact Study Requirements.
  - b. All vehicles entering and exiting the site are subject to Section 74-8 Designated Truck Routes.
  - c. The property on which the Shipping Container Facility is proposed must have frontage on a paved roads built to county or GDOT standards.
  - d. No shipping container facility operators or transportation partners, customers, etc., shall damage any portion of a county road or right-of-way or cause a road to become impassable or unsafe to normal passenger traffic.
- l. Minimum requirements for operating a Shipping Container Facility using a county road access:
  - a. Entrance drive/road into shipping container facility property is to be paved from edge of existing road to county right-of-way or to radius point. Pavement is to

- be at minimum 8" thick graded aggregate base course with 3" thick asphalt surface course.
- b. Pavement section is to be twenty-four (24) foot minimum width at County right-of-way, with a thirty (30) foot radius on each side.
- c. Figure 1 of this section illustrates the shipping container facility entrance road requirements.
- d. A driveway culvert is to be installed if the right-of-way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right-of-way
- e. The shipping container facility operator must install a sign facing the county road. The sign shall include the following information:
  - i. Operator/company name
  - ii. Operator/company phone number
- f. "Trucks Entering Road" signs are also to be installed at locations to be determined by the county engineer. A "Stop" sign is to be placed in the right-of-way to control trucks entering a county road from the shipping container facility.

**Figure 1 Shipping Container Facility Entrance Road Requirements**



**Staff Report**

**Subject:** Resolution to impose a moratorium on rezoning for I-1 Industrial development.  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** November 15, 2022  
**Item Description:** Consideration of a resolution to impose a moratorium on rezoning for I-1 Industrial development, for a period of fifty (50) days, while the county considers changes to its zoning ordinance.

**Summary Recommendation:** The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

**Executive Summary/Background:**

- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County's Comprehensive Plan and the Zoning Ordinance, and has studied the County's best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for industrial development in the I-1 zoning district, and has determined that a moratorium on new applications is necessary.
- The County Attorney has reviewed and approved the resolution as to form.

**Alternatives for Commission to Consider**

- 1 – Approve the resolution to impose a moratorium on rezoning land for I-1 Industrial development.
- 2 – Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** N/A

**Department Review:** Development Services; County Attorney

**Funding Source:** N/A

**Attachments:**

1. Moratorium on rezoning land for I-1 Industrial development.

STATE OF GEORGIA        )  
EFFINGHAM COUNTY        )

**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF FIFTY DAYS ON INDUSTRIAL REZONINGS FOR PROPERTY TO BE USED FOR I-1 INDUSTRIAL DISTRICT PURPOSES WHILE THE COUNTY CONSIDERS CHANGES TO ITS ZONING ORDINANCE**

**WHEREAS**, recent development trends in the County suggest that current trends for I-1 Industrial district use may not be adequately addressed by the current County Zoning Ordinance; and

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Board”) is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated areas of the County; and

**WHEREAS**, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

**WHEREAS**, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

**WHEREAS**, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, “To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals.” The Board has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

**WHEREAS**, the Board therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the County. The Board has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the



aesthetic qualities of the County including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

**WHEREAS**, it is the belief of the Board that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Board “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled,” Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954), it is also the opinion of the Board that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

**WHEREAS**, the Board is, and has been interested in developing a cohesive and coherent policy regarding industrial growth and zoning in the County, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

**WHEREAS**, the Board has directed the Development Services Department to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of I-1 Industrial development so as to address current development trends; and

**WHEREAS**, it is in the best interest of the citizens of the County to place a moratorium on the application and issuance of industrial rezonings until the review is completed.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to be required, the Board finds as follows: the zoning ordinance and comprehensive land use plan require review as they relate to I-1 Industrial; substantial detriment and irreparable harm may result if further regulation of I-1 Industrial is needed and not implemented; said review of the ordinance and plan requires that a cessation of limited duration of rezoning be implemented with regard to I-1 Industrial developments; and it is necessary and in the public’s interest to delay, for a reasonable and finite period of time, the acceptance or processing of any applications for such developments to ensure that the design, development, and location are consistent with the long-term planning objectives of the County.

2. There is hereby imposed a moratorium on the acceptance by County staff of rezoning or the acceptance of applications for rezonings for the development of industrial developments as such as provided for under the zoning ordinance of the County. For purposes of this moratorium, the “industrial developments” are those that are currently allowed under the County zoning ordinance in the following zones:

Section 5.12 I-1 Industrial Districts.

3. The duration of this moratorium shall be until the County adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until January 4, 2023.

4. This moratorium shall have no effect upon rezonings occurring before the effective date of this Resolution.

5. It is hereby declared to be the intention of the Board that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Board to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Board that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Board, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

7. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

8. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

9. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS \_\_\_\_ DAY OF NOVEMBER, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM , COUNTY, GEORGIA

\_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

\_\_\_\_\_  
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]

## Staff Report

**Subject:** December Meeting Cancellation  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** 11/15/2022  
**Item Description:** Consideration to approve to cancel the December 20, 2022 Board of Commissioners Meeting

### Summary Recommendation:

Staff is requests approval due to the upcoming Christmas Holiday.

### Executive Summary:

During the calendar year there are meeting dates which falls on or near a holiday. The December 20, 2022 meeting is just a few days before Christmas. Staff recommends approval to cancel the meeting.

### Background:

This particular holiday is a popular time when Elected Officials and Staff alike plan vacations with their families and make preparations for the holiday. Customarily when this time of year arrives, essential business of the County has been finalized.

Should the need arise the Board can call for a Special Called meeting to address business requiring immediate attention.

### Alternatives for Commission to Consider:

1. Approve to cancel the December 20, 2022 Board of Commissioners meeting
2. Do not approve to cancel the meeting.

**Recommended Alternative:** Staff recommends Alternative number 1

**Other Alternatives:** Move the meeting to another date.

**Department Review:** Administration

**Funding Source:** No funding required

**Attachments:** None