



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING

County
Effingham
Georgia
Board of Commissioners

November 01, 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.”

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

Agenda

Watch us live on our YouTube page:

<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk3OUQ>

- 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 18, 2022 regular commission 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**
Residents of Lower Ferry Road to discuss the road condition
- X. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda

1. [2022-575 Plan]

Consideration to approve to ratify and affirm a Recruitment Marketing Plan with WTOC for recruitment of firefighters

2. [2022-576 Purchase Order]

Consideration to approve to ratify and affirm Enterprise vehicle orders for the Effingham County Sheriff Office

3. [2022-577 Agreement] *Alison Bruton*

Consideration to approve to renew an Agreement between the Georgia Department of Human Services, Division of Family and Children Services related to low-income assistance with water and wastewater services

XI. Old Business

1. [2022-520 Public Hearing] *Teresa Concannon*

The Planning Board recommends denying an application by **Cindy Howze** as Agent for **Ansgarhay, LLC** to **rezone** 72.15 acres located at 108 Godley Road from **AR-1** to **I-1**, to allow for future industrial use Road **[Map# 419 Parcel# 1A]** in the **First & Second Districts** (*this item was postponed 09/06/2022*)

2. [2022-521 Second Reading]

Consideration to approve the Second Reading of an application by **Cindy Howze** as Agent for **Ansgarhay, LLC** to **rezone** 72.15 acres located at 108 Godley Road from **AR-1** to **I-1**, to allow for future industrial use Road **[Map# 419 Parcel# 1A]** in the **First & Second Districts** (*this item was postponed 09/06/2022*)

3. [2022-537 Ordinance] *Teresa Concannon*

Consideration to approve the First 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 zoning district, **R-5 Single family Traditional Neighborhood Design** to the Effingham County Code of Ordinances (*this item was postponed 10/18/2022*)

XII. New Business

1. [2022- 578 Proclamation] *Stephanie Johnson*

Consideration to approve a Proclamation celebrating November 6, 2022 as Retired Educators Day

2. [2022-579 Resolution] *Tim Callanan*

Consideration to approve Resolution# 048 to authorize a second amended and restated Intergovernmental Contract between Effingham County, Georgia and the Effingham County Hospital Authority and for other purposes

3. [2022-580 Plat/Deed] *Teresa Concannon*

Consideration to approve a Warranty Deed, Final Plat, and Infrastructure Agreement for Oglethorpe Landing Subdivision, Phase 1, consisting of 31 lots located off of Ebenezer Road. Map# 446 Parcel# 13 in the Fifth District

- 4. [2022-581 Job Descriptions]** *Sarah Mausolf*
Consideration to approve and publish new Job Descriptions for Geographical Information System (GIS)
- 5. [2022-582 Insurance Renewal]** *Sarah Mausolf*
Consideration to approve to continue the Contract with Sun Life for stop loss insurance through 12/31/2023
- 6. [2022-583 Study]** *Angela Stanley*
Consideration to approve the Old Augusta Road Corridor Study completed by Pond.
- 7. [2022-584 Change Order]** *Alison Bruton*
Consideration to approve Change Order #3 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan
- 8. [2022-585 Change Order]** *Alison Bruton*
Consideration to approve Change Order #1 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management
- 9. [2022-586 Change Order]** *Alison Bruton*
Consideration to approve Change Order #1 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering
- 10. [2022-587 Change Order]** *Alison Bruton*
Consideration to approve Change Order #1 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering
- 11. [2022-588 Purchase Order]** *Alison Bruton*
Consideration to approve award of PO 23-REQ-011 to Dobbs Equipment for the purchase of a tractor and boom ax for the Public Works Department
- 12. [2022-589 Purchase Order]** *Alison Bruton*
Consideration to approve four (4) Purchase Orders for the purchase of equipment for the new fire engines
- 13. [2022-590 Agreement]** *Mark Barnes*
Consideration to approve an amendment to the Coastal Incentive Grant Award Agreement for the stormwater master plan, extending the timeframe for master plan completion
- 14. [2022-591 Resolution]** *Mark Barnes*
Consideration to approve Resolution# 022-049 to amend the Fiscal Year 2022 Budget
- 15. [2022-592 Resolution]** *Stephanie Johnson*
Consideration to approve Resolution# 022-050 to appoint Scott Morgan to the Tax Assessor Board to fulfil the unexpired term of office for the Third District

XIII. Reports from Commissioners & Administrative Staff

XIV. Executve Session - Discussion of Personnel, Property and Pending Litigation

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

XVI. **Planning Board - 6:00 pm**

1. **[2022-593 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Allen Cote** to **rezone** 23.38 acres located at 110 Buford Hill Road from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member **Map# 302 Parcel# 15A** in the **First District**

2. **[2022-594 Second Reading]**

Consideration to approve the Second Reading of an application by **Allen Cote** to **rezone** 23.38 acres located at 110 Buford Hill Road from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member **Map# 302 Parcel# 15A** in the **First District**

3. **[2022-595 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Wendall A. Kessler** as Agent for **Amby Development** to **rezone** 23.3 acres located off Old River Road from **PD** to **AR-1** to allow for a home site **Map# 329 Parcel# 26** in the **First District**

4. **[2022-596 Second Reading]**

Consideration to approve the Second Reading of an application by **Wendall A. Kessler** as Agent for **Amby Development** requests to **rezone** 23.3 acres located off Old River Road from **PD** to **AR-1** to allow for a home site **Map# 329 Parcel# 26** in the **First District**

5. **[2022-597 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Effingham County Industrial Development Authority** as Agent for **Effingham County Board of Commissioners** for a **variance** located on Savannah Portside Industrial Parkway from *section 3.38.9 Freestanding Sign Size*, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel **Map# 329D Parcel# 1C** in the **First District**

6. **[2022-598 Second Reading]**

Consideration to approve the Second Reading of an application by **Effingham County Industrial Development Authority** as Agent for **Effingham County Board of Commissioners** requests a **variance** located on Savannah Portside Industrial Parkway from *section 3.38.9 Freestanding Sign Size*, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel **Map# 329D Parcel# 1C** in the **First District**

7. **[2022-599 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Scott B. Eishen** to **rezone** 4.72 acres located at 7083 Cloy-Kildare Road from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 229A Parcel# 1** in the **Third District**

8. **[2022-600 Second Reading]**

Consideration to approve the Second Reading of an application by **Scott B. Eishen** requests to **rezone** 4.72 acres located at 7083 Clys-Kildare Road from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 229A Parcel# 1** in the **Third District**

[9.](#) **[2022-601 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Terry Griner** to **rezone** 0.23 acres located on Go Cart Road & Pound Road from **B-3** to **AR-1** to allow for a recombination of parcels **Map# 296 Parcel# 46F** in the **Third District**

[10.](#) **[2022-602 Second Reading]**

Consideration to approve the Second Reading of an application by **Terry Griner** requests to **rezone** 0.23 acres located on Go Cart Road & Pound Road from **B-3** to **AR-1** to allow for a recombination of parcels **Map# 296 Parcel# 46F** in the **Third District**

[11.](#) **[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**

[12.](#) **[2022-604 Second Reading]**

Consideration to approve the Second Reading of an application by **The McGraley Co.** as Agent for **Charles Layton** requests to **rezone** 65.29 of 97.36 acres located on McCall 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**

[13.](#) **[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**

[14.](#) **[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**

[15.](#) **[2022-607 Public Hearing]** *Katie Dunigan*

The Planning Board recommends approval of an application by **Daniel Ben-Yisrael** as Agent for **Effingham IDA** for a **Sketch Plan** for a Parker's Convenience Store, located on Old River Road. Zoned B-3 [**Map# 330 Parcel# 46**] in the **First District**

XVII. Adjournment

Staff Report

Subject: Request to Ratify a Recruitment Marketing Plan
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 11-01-2022
Item Description: Request to Ratify a Recruitment Marketing Plan

Summary Recommendation: Staff recommends approving the ratification of a Recruitment Marketing Plan for recruitment of Firefighters.

Executive Summary/Background:

Effingham Fire has been extensively recruiting for new Firefighter positions for the next recruit school. In order to reach a larger audience, staff have discussed and implemented several recruitment campaigns in the community, at community events, and on social media.

In order to reach a larger group of people, staff approached the County Manager about running a campaign via WTOC in the month of November. Staff met with WTOC staff, who developed a plan to reach the specific markets, in regards to age brackets and relative pay scale.

This plan includes WTOC producing the commercials and digital advertising, and guarantees 61 thirty second commercials per day for the month, targeted at specific times and types of programming to focus in on the target audience. Additionally, they will send out 25k targeted emails.

Options/Alternatives for Commission to Consider:

Recommended: Approval of the ratification of a Recruitment Marketing Plan for recruitment of Firefighters.

Other Alternative(s): Deny

Department Review: Fire, Purchasing, County Manager

Funding Source: Dept 55-FIRE, \$5,125

Attachments: Quote



Helping You Recruit New Fire Fighters!

Laura McKenzie
Media Consultant
Laura.McKenzie@wtoc.com
(912) 238-8374

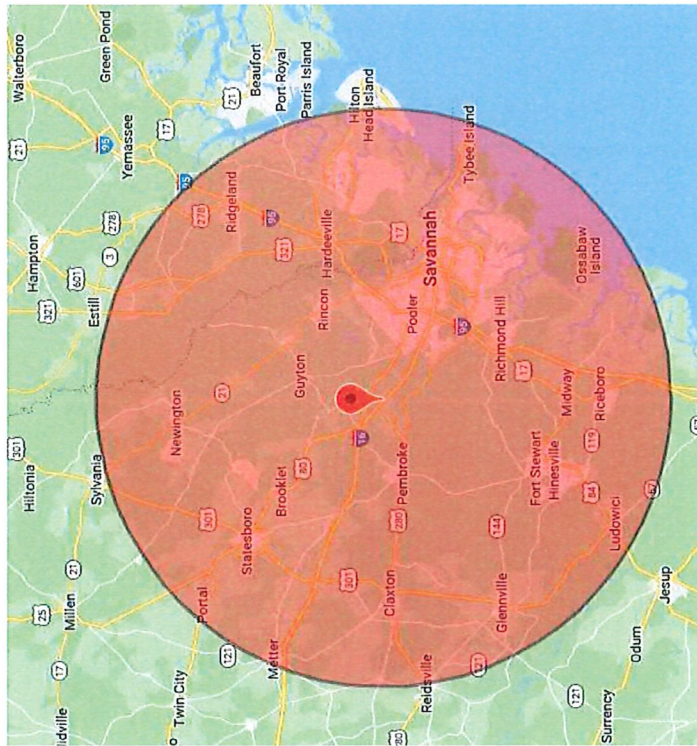
WTOC
Live. Local. Now.

What You Told Us

- Effingham County Fire Department needs to hire new recruits.
- You have a very competitive benefit package, and you will pay for their training.
- Once they graduate from Fire Fighter school, they receive a pay increase.
- You are looking to hire adults aged 18-44.
- You have a new class starting in January, and you need help filling it!



Target Audience



- *Demographics Utilized for Strategy*
 - Adults 18 - 44
 - Job Seekers
 - HHI \$50K or Less
 - Savannah DMA - 20 Counties

Market

Area

Market Rank **87**

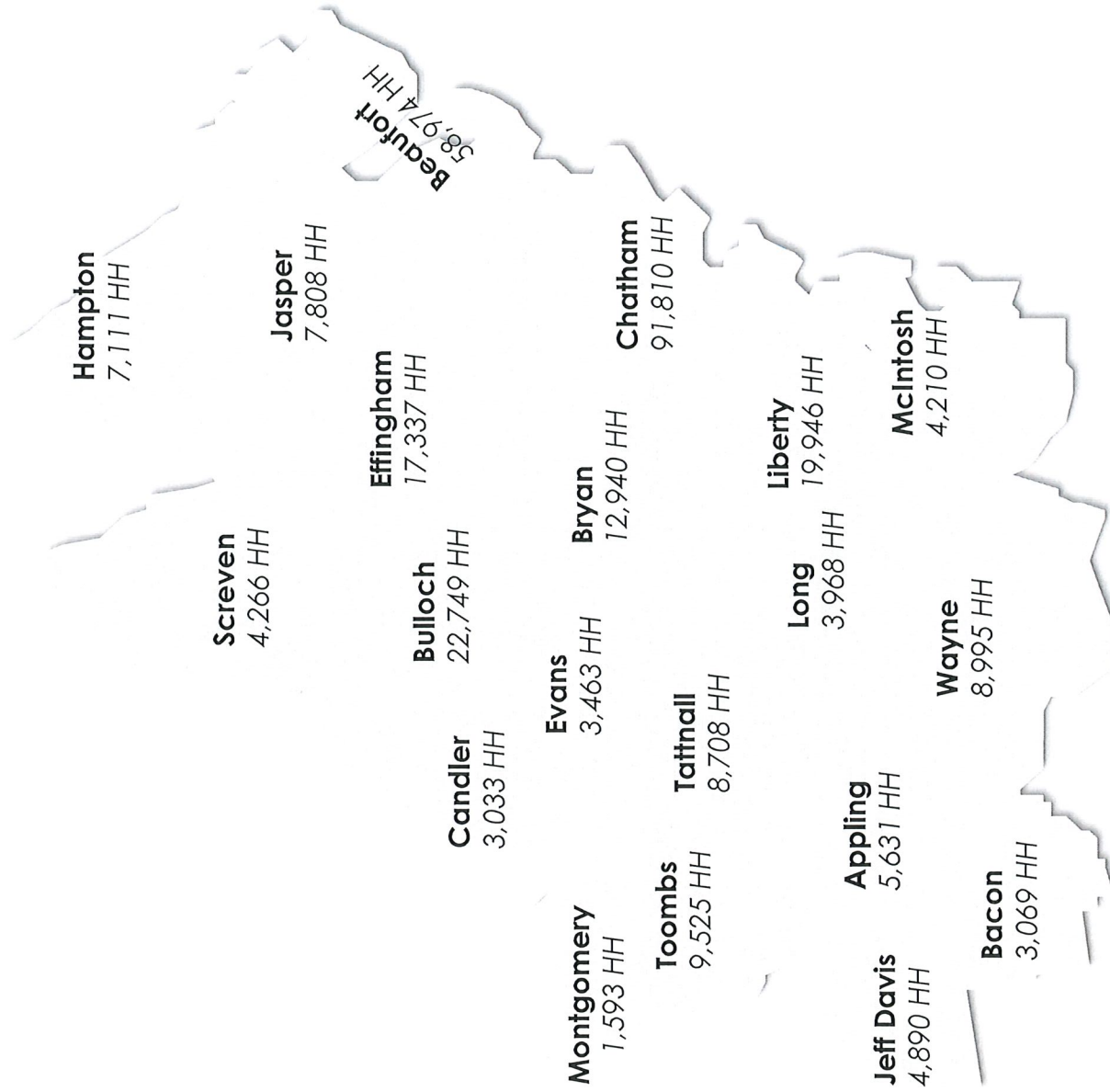
Market Area HH **300,026**

% of US **.298%**

Cable Penetration **47.4%**

ADS Penetration **37.3%**

Over the Air **15.3%**

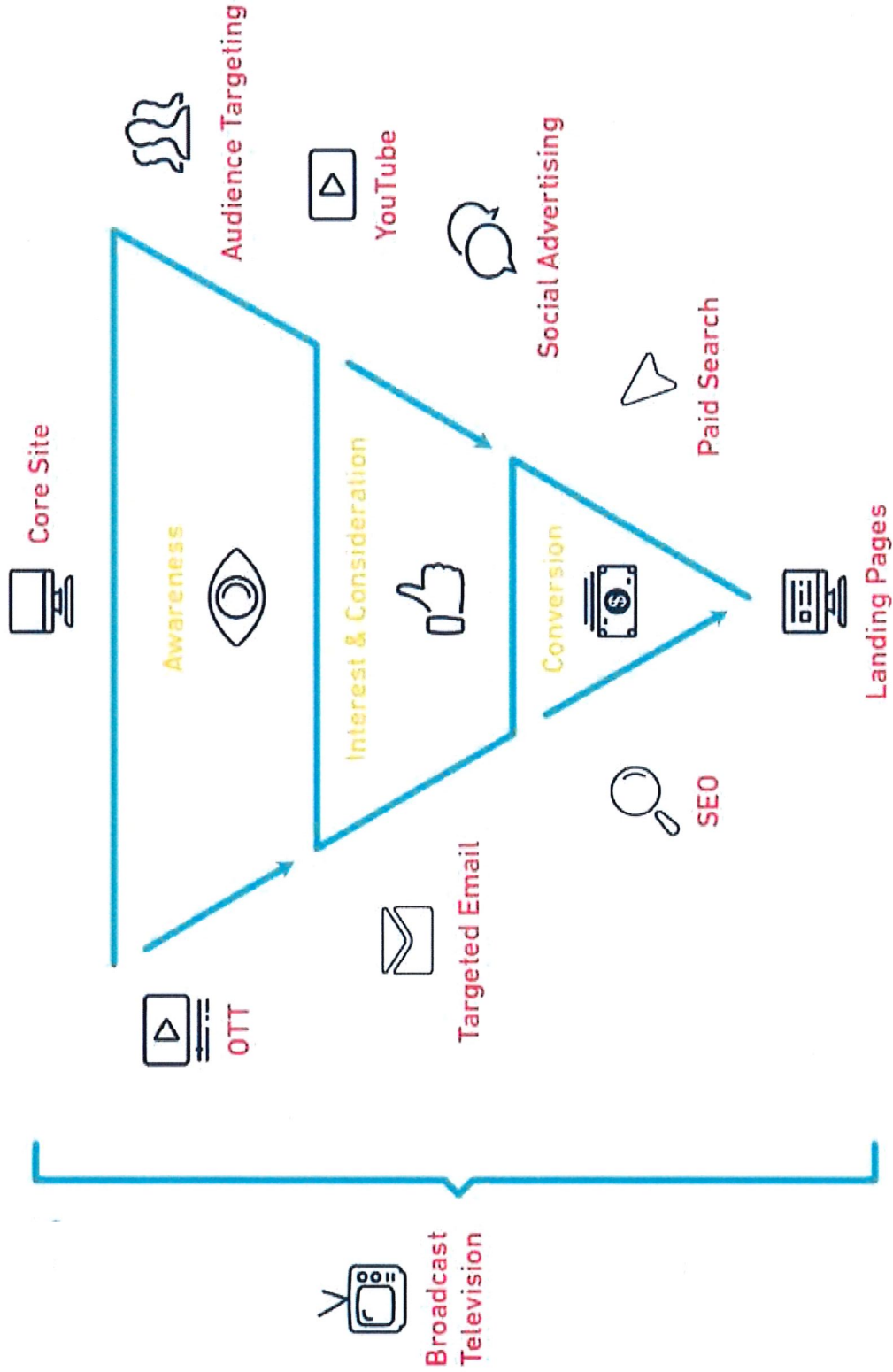


Source: Comscore

WTOG
Live. Local. Now

Item X. 1.

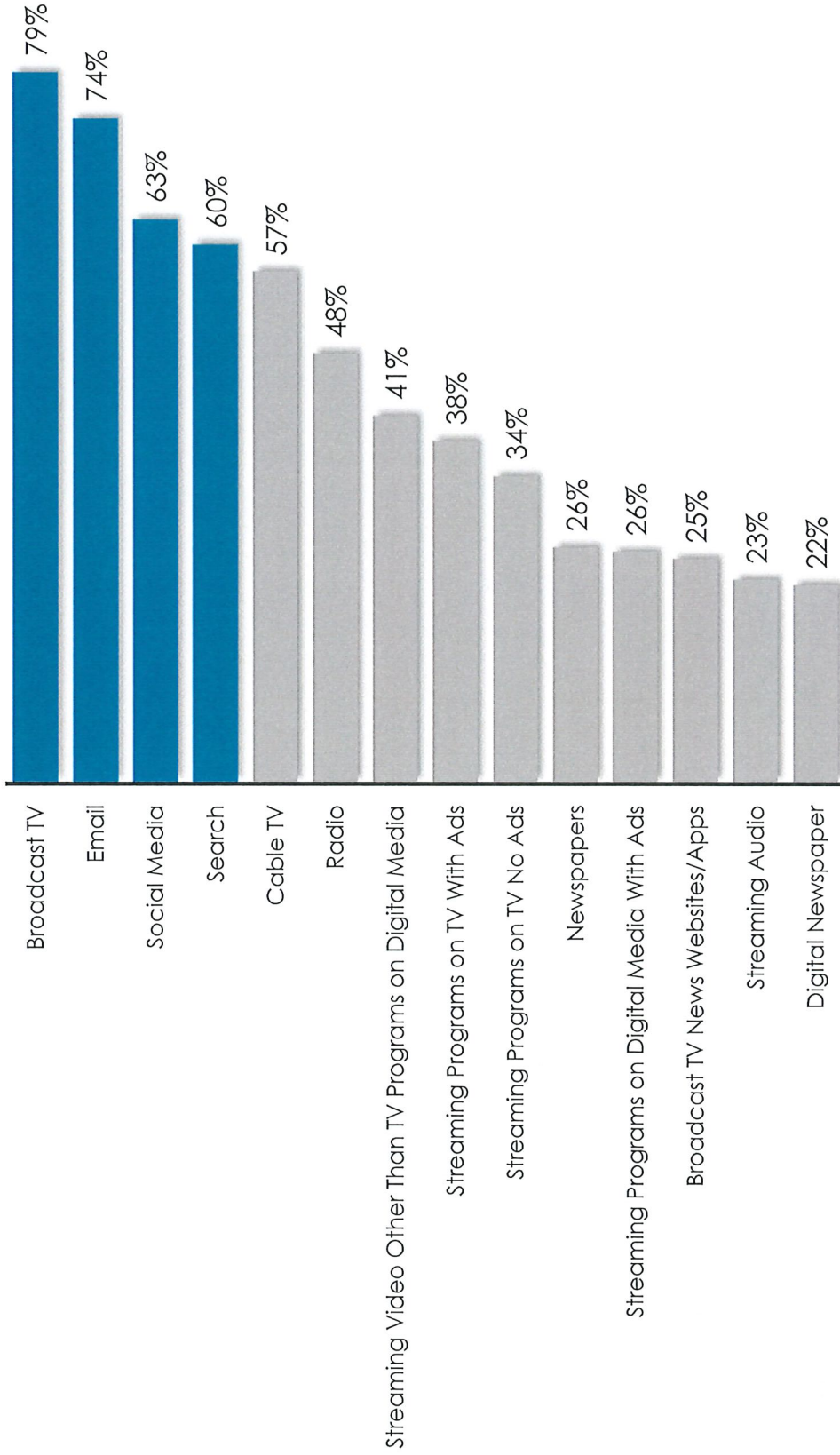
Our Solutions





Broadcast TV and Digital have Highest Reach

Based on Percent of Adults 18+ Reached



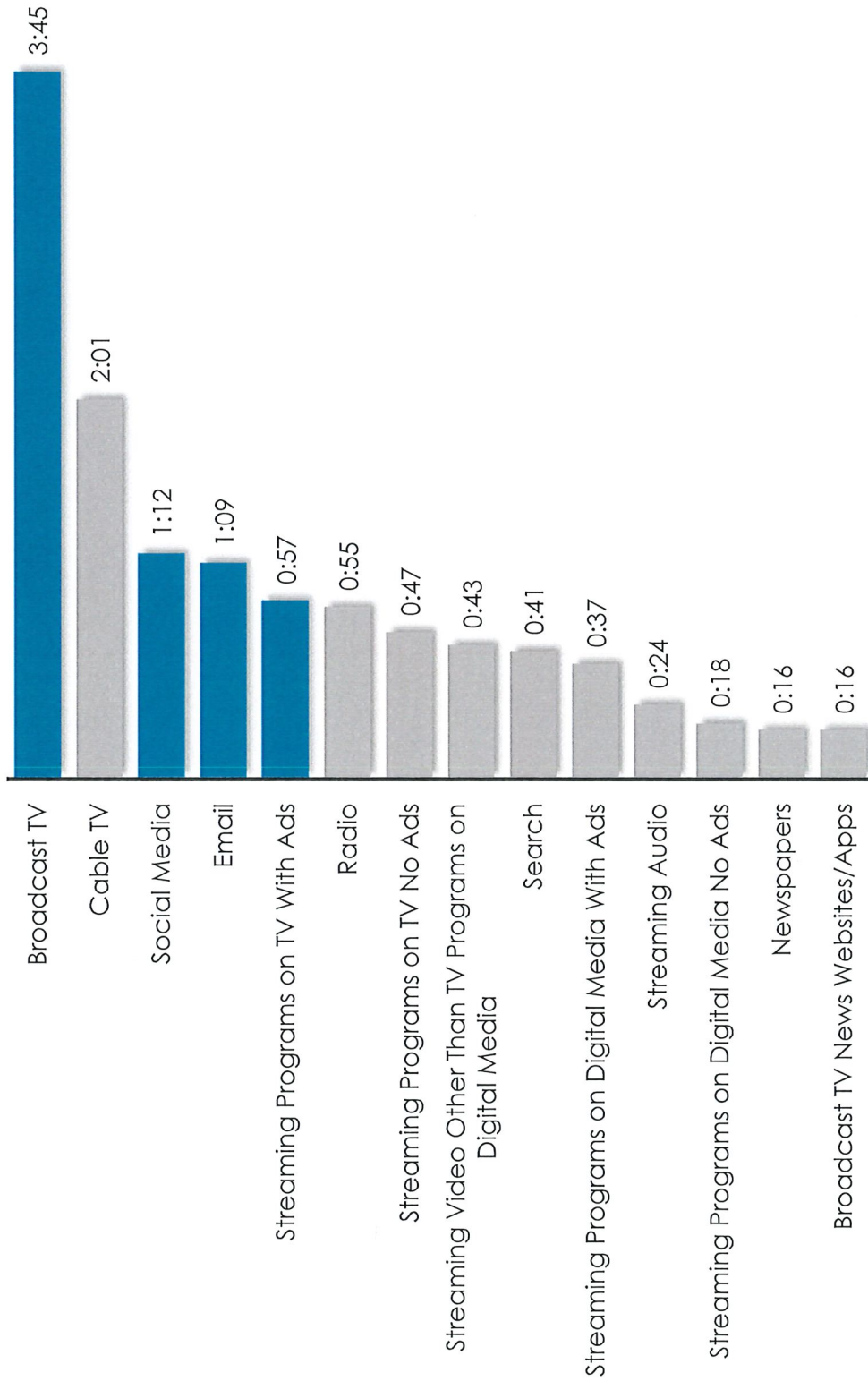
Source: Gfk TVB Media Comparisons 2021





More Time is Spent with Broadcast TV and Digital

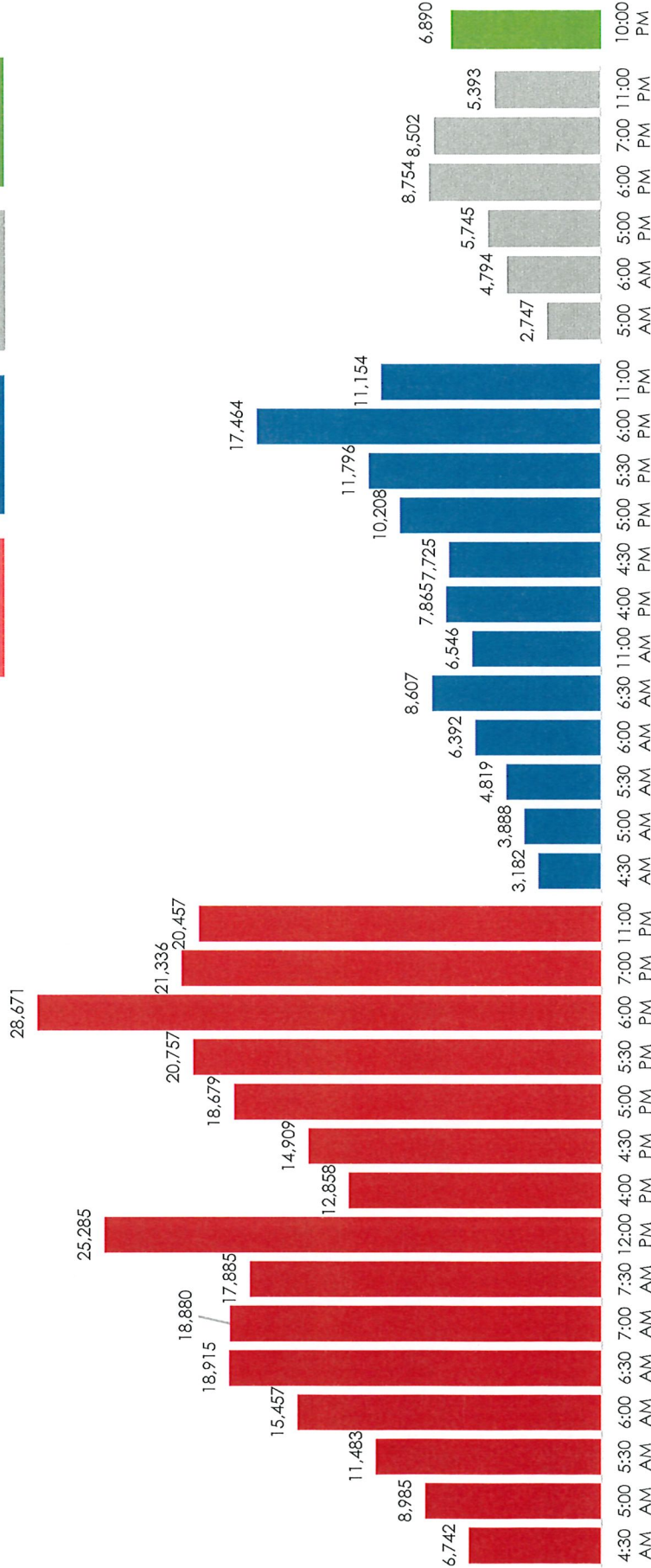
Based on Time Spent Adults 18+ (In Hours : Minutes)



Source: Gfk TVB Media Comparisons 2021



WTOC #1 in the Savannah Market



All advertising, production services, consulting services, and digital management services sold or offered by Gray Television Group, Inc. or Gray Media Group, Inc. (collectively "Gray") are subject to Gray's Standard Terms and Conditions available at www.gray.tv/advertising.





Targeted Broadcast Campaign

Campaign Dates: November 28th- December 18th

Program	Day	Spot Length	Time	Total Spots
CBS Mornings	M-F	:30	7am-9am	8x
WTOC Morning Break	M-F	:30	9am-10am	6x
WTOC News at 4:30pm	M-F	:30	4:30pm-5pm	5x
WTOC News at 5:30pm	M-F	:30	5:30pm-6pm	4x
CBS Sports Weekend Rotator	Saturday-Sunday	:30	12pm-7pm	6x
WTOC News 7pm After College Football	Saturday	:30	7pm-8pm	2x
Bounce Rotators	Monday-Sunday	:30	4:30a-2a	30x

Demo: Adults 18-44

Total Commercials: 61x

Total Impressions: 608,300

Reach: 92% of the market in just 3 weeks!



Item X. 1.

Targeted Email



- Double opt-in audience (verified audience)
- 140M+ targetable subscribers and over 1.5M fresh pieces of data per month
- Targeting: Geographic, Demographics, Online Behaviors and Interests, Income, Education, Lifestyle, Homeowner/Renter etc.



Guaranteed 10% Open Rate & 2% Click Through Rate



Email Count

Geographic Area -
Savannah DMA - 20 Counties

Demographic -
Adults 18 - 44
Job Seekers
HHI \$50K or Less

Email Count Results - 52,081 Emails

Recommended Campaign:
25,000 Emails



September Digital Statistics

WTOC Desktop/Mobile Site



3.25 million Page Views
on WTOC.com/Mobile Site



1,149,253 Visitors on
WTOC.com/Mobile Site

Social Media



267k Facebook Followers



69k Twitter Followers

News App



Weather App

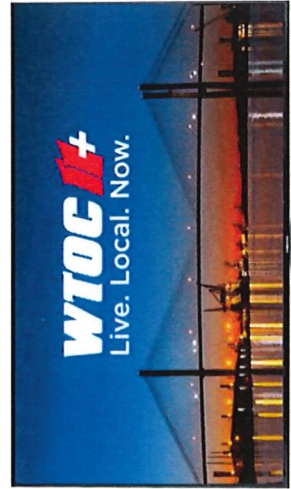


1.1 million Pageviews

8.9 million Pageviews

35,846 Unique News App Users

85,714 Unique Weather App Users



WTOC +

167,625 Video Plays on WTOC +

113,206 Sessions

14,185 Active Users



Item X. 1.



Targeted Social Media

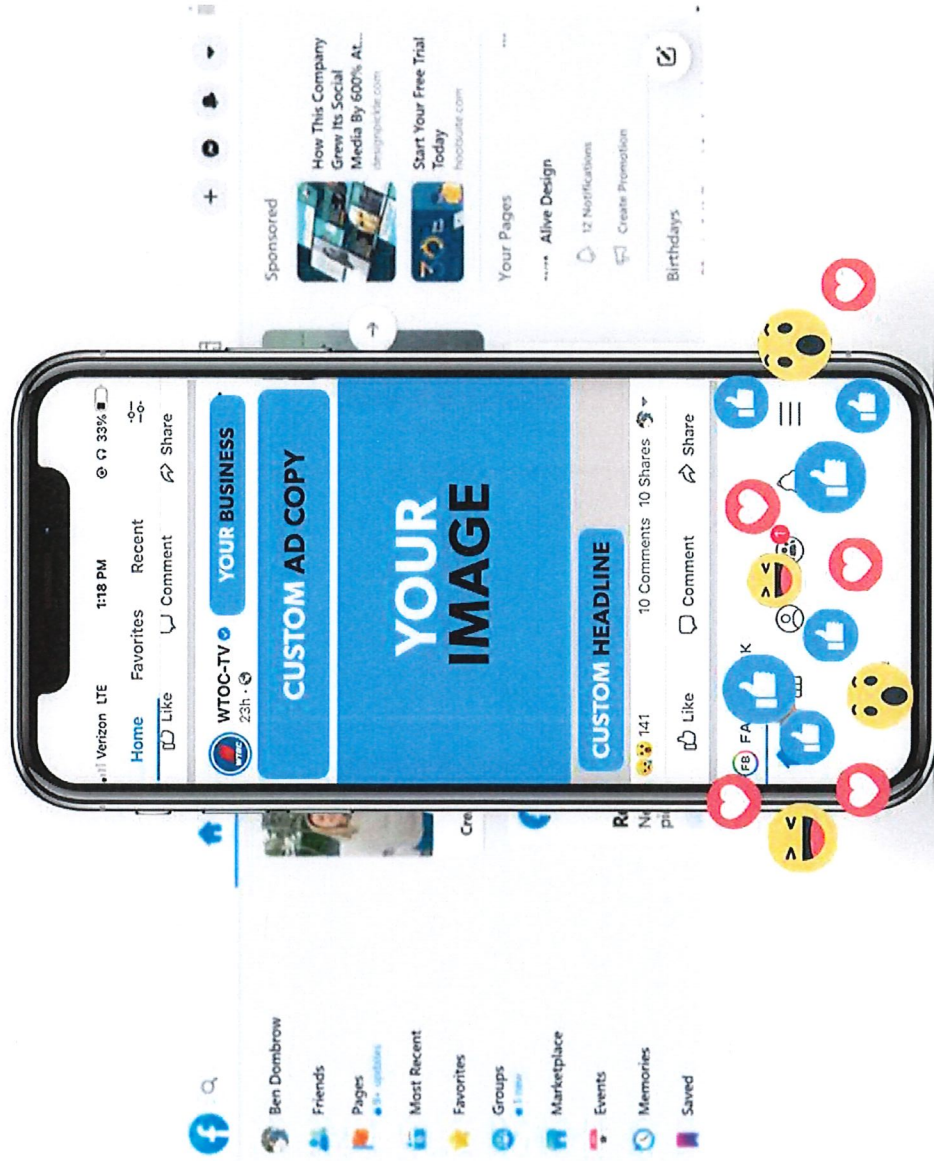
Facebook and Instagram Impressions



Engage Users On a Personal Level



- Target your audience based on age, gender, geography, and interests
- Have your page tagged from WTOC's Facebook Page



The Marketing Strategy

Campaign Elements

- 31x Commercials on WTOC in News and Sports programming Reaching 91% of the Savannah Market aged 18-44.
- 25,000 Targeted Emails sent to Adults aged 18-44, Job Seekers, in the Savannah Market (deployed on date of your choice)
- 75,000 Targeted Social Media Impressions
- Added Value:
 - 30 Commercials on Bounce TV
 - Production of Creative for each element

**December
2022**

\$5,125

Total Investment



[Handwritten Signature]

Client Signature

Date

Advance notification is required for all cancellations. TV/Digital sponsorships require 30-day written cancellation. Monthly broadcast schedule & WTOC digital products require a minimum of a two-week cancellation notification. Monthly extended network digital campaigns require a 30-day written cancellation after a minimum of 90 days. Any exceptions must be approved by WTOC station management. All advertising, production services, consulting services, and digital management services sold or offered by Gray Television Group, Inc. or Gray Media Group, Inc. (collectively "Gray") are subject to Gray's Standard Terms and Conditions available at www.gray.tv/advertising

WTOC
Live. Local. Now.

Staff Report

Subject: Ratification of Approval of Enterprise vehicle orders for the ECSO

Author: Alison Bruton, Purchasing Agent

Department: ECSO

Meeting Date: November 1, 2022

Item Description: Approval of Enterprise vehicle orders for the ECSO

Summary Recommendation: Staff recommends approval for these vehicles.

Executive Summary/Background:

- The vehicles included in this order are as follows:
 - 2023 Dodge Durango Pursuit (11 vehicles)
 - We won't take possession until July 1, 2023
 - 2023 Ford Expedition (1 vehicle)
 - Expected delivery April/May 2023

Alternatives for Commission to Consider

1. Ratification of Approval of Enterprise vehicle orders for multiple departments
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchasing, Finance, Department Heads

Funding Source: Budget amendment will be needed if vehicles received this fiscal year

Attachments:

1. Proposal P794284 – Durangos
2. Proposal P781929 – Expedition



Open-End (Equity) Lease Proposal

Item X. 2.

Date: 10/12/2022

Prepared For: Effingham County Board of Commissioners (505556)

Proposal Summary

Proposal #: P794284

Prepared For: Bruton, Alison

Quantity: 11

Driver Information					Base Lease Payment										Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2023 Dodge Durango Pursuit 4dr All-Wheel Drive - US (0 P) Destroyer Gray Clearcoat / (0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl																	
6790332		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790333		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790334		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790335		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
2023 Dodge Durango Pursuit 4dr All-Wheel Drive - US Silver Metallic Clearcoat / Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl																	
6790325		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790326		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790327		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790328		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790329		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790330		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00
6790331		GA	0.0000%	25,000	\$48,848.00	60	1.6660%	\$813.81	\$211.87	\$0.00			\$1,025.68	\$19.40	\$0.00	\$39.00	\$39.00

Total Monthly Payment for 11 vehicles: \$11,282.48 Total Initial Charges for 11 vehicles: \$429.00

Initials



Open-End (Equity) Lease Proposal

Item X. 2.

Date: 10/12/2022

Prepared For: Effingham County Board of Commissioners (505556)
Prepared For: Bruton, Alison

Proposal Summary

Proposal #: P794284
Quantity: 11

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: Effingham County Board of Commissioners

Signature

Title

October 12, 2022

Date

23



Open-End (Equity) Lease Proposal

Item X. 2.

Date: 10/12/2022

Prepared For: Effingham County Board of Commissioners (505556)
Prepared For: Bruton, Alison

Capitalized Amount Calculations

Proposal #: P794284
Quantity: 11

Table with columns: Quote, Capitalized Prices/Billed on Delivery, Capitalized Price of Vehicle, Certain Other Charges, Initial License & Registration Fee, Capitalized Price Reduction, Certain Other Charges on CPR, Gain Applied from Prior Unit, Certain Other Charges on GOP, Tax on Incentives, Aftermarket Equipment, Courtesy Delivery / Dealer Prep Fee, Delivery Charge, Other Costs, Total. Rows include vehicle details for Dodge Durango Pursuit 4dr All-Wheel Drive - US.

Initials

Quote	Capitalized Prices/ Billed on Delivery	Capitalized Price of Vehicle ¹	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
6790330	Capitalized Price	\$48,648.00		\$0.00						\$0.00	\$200.00	\$0.00	\$0.00	\$48,848.00
	Billed on Delivery		\$0.00	\$39.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00
6790331	Capitalized Price	\$48,648.00		\$0.00						\$0.00	\$200.00	\$0.00	\$0.00	\$48,848.00
	Billed on Delivery		\$0.00	\$39.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



VEHICLE INFORMATION:

2023 Dodge Durango Pursuit 4dr All-Wheel Drive - US
Series ID: WDEE75

Pricing Summary:

Table with 3 columns: Description, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: PDN - (0 P) Destroyer Gray Clearcoat
Interior: X9 - (0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various vehicle options like Quick Order Package 22Z, Cloth Bucket Seats, Technology Group, etc.

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
 Rear Step Bumper: rear step bumper
 Front License Plate Bracket: front license plate bracket
 Body Material: galvanized steel/aluminum body material
 : class IV trailering with harness, hitch
 Grille: black grille
 Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Console Ducts: console ducts
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop distance pacing
 Fuel Remote Release: power fuel remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: proximity key
 Valet Key: valet function
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Window FOB Controls: remote window controls
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Auto-dimming Rearview Mirror: auto-dimming rearview mirror
 Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
 Front Cupholder: front and rear cupholders
 Floor Console: partial floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: illuminated locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
 Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Door Curb/Courtesy Lights: 2 door curb/courtesy lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: ParkSense with Stop rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints with tilt
 Rear Headrest Control: 3 rear head restraints
 Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and manual reclining passenger seats
 Driver Lumbar: power 4-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Fold Flat Passenger Seat: fold flat passenger seat
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-forward seatback
 Rear Seat Armrest: rear seat centre armrest
 Leather Upholstery: cloth front seat upholstery
 Rear Seat Material: vinyl rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert
 LeatherSteeringWheel: leather/metal-look steering wheel
 Interior Accents: chrome interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Tie Downs: cargo tie-downs
 Cargo Light: cargo light
 Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 360-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



VEHICLE INFORMATION:

2023 Dodge Durango Pursuit 4dr All-Wheel Drive - US
Series ID: WDEE75

Pricing Summary:

Table with 3 columns: Description, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: PSE - Silver Metallic Clearcoat
Interior: X9 - Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various options like Quick Order Package 22Z, Cloth Bucket Seats, Technology Group, etc.

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
 Rear Step Bumper: rear step bumper
 Front License Plate Bracket: front license plate bracket
 Body Material: galvanized steel/aluminum body material
 : class IV trailering with harness, hitch
 Grille: black grille
 Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Console Ducts: console ducts
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop distance pacing
 Fuel Remote Release: power fuel remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: proximity key
 Valet Key: valet function
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Window FOB Controls: remote window controls
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Auto-dimming Rearview Mirror: auto-dimming rearview mirror
 Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
 Front Cupholder: front and rear cupholders
 Floor Console: partial floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: illuminated locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
 Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
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 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: ParkSense with Stop rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints with tilt
 Rear Headrest Control: 3 rear head restraints
 Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and manual reclining passenger seats
 Driver Lumbar: power 4-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Fold Flat Passenger Seat: fold flat passenger seat
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-forward seatback
 Rear Seat Armrest: rear seat centre armrest
 Leather Upholstery: cloth front seat upholstery
 Rear Seat Material: vinyl rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert
 LeatherSteeringWheel: leather/metal-look steering wheel
 Interior Accents: chrome interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Tie Downs: cargo tie-downs
 Cargo Light: cargo light
 Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 360-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Proposal

Item X. 2.

Date: 10/06/2022

Prepared For: Effingham Sheriff's Department (620358)

Proposal Summary

Proposal #: P781929

Prepared For: Harrington, Danny

Quantity: 1

Driver Information					Base Lease Payment										Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2023 Ford Expedition Limited 4dr 4x2 - US					(0 P) Infinite Blue Metallic Tinted Clearcoat / (0 I) Sandstone w/Heated & Ventilated Leather Front Captain's Chairs												
6768743		GA	0.0000%	25,000	\$64,530.00	60	1.6660%	\$1,075.07	\$311.32	\$0.00			\$1,386.39	\$25.80	\$1,500.00	\$39.00	\$1,539.00
Total Monthly Payment for 1 vehicles:													\$1,386.39	Total Initial Charges for 1 vehicles:		\$1,539.00	

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: Effingham Sheriff's Department

Signature

Title

October 6, 2022

Date

34



Open-End (Equity) Lease Proposal

Item X. 2.

Date: 10/06/2022

Prepared For: Effingham Sheriff's Department (620358)
Prepared For: Harrington, Danny

Capitalized Amount Calculations

Proposal #: P781929
Quantity: 1

Table with 15 columns: Quote, Capitalized Prices/Billed on Delivery, Capitalized Price of Vehicle, Certain Other Charges, Initial License & Registration Fee, Capitalized Price Reduction, Certain Other Charges on CPR, Gain Applied from Prior Unit, Certain Other Charges on GOP, Tax on Incentives, Aftermarket Equipment, Courtesy Delivery / Dealer Prep Fee, Delivery Charge, Other Costs, Total. Row 1: 2023 Ford Expedition Limited 4dr 4x2 - US (0 P) Infinite Blue Metallic Tinted Clearcoat / (0 I) Sandstone w/Heated & Ventilated Leather Front Captain's Chairs. Row 2: 6768743 Capitalized Price \$64,530.00. Row 3: 6768743 Billed on Delivery \$0.00.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

1Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



Open-End (Equity) Lease Proposal

Item X. 2.

Date: 10/06/2022

Prepared For: Effingham Sheriff's Department (620358)
Prepared For: Harrington, Danny

Aftermarket & Other Costs

Proposal #: P781929
Quantity: 1

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2023 Ford Expedition Limited 4dr 4x2 - US (0 P) Infinite Blue Metallic Tinted Clearcoat / (0 I) Sandstone w/Heated & Ventilated Leather Front Captain's Chairs				
6768743		Custom Equipment 39 - Upfit		\$1,500.00
Total Aftermarket Equipment			\$0.00	\$1,500.00

Initials



VEHICLE INFORMATION:

2023 Ford Expedition Limited 4dr 4x2 - US
Series ID: U1K

Pricing Summary:

Table with 3 columns: Description, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: AB - (0 P) Infinite Blue Metallic Tinted Clearcoat
Interior: EN - (0 I) Sandstone w/Heated & Ventilated Leather Front Captain's Chairs

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various vehicle options like wheelbase, power windows, emissions system, etc.

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
 Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
 Spoiler: rear lip spoiler
 Running Boards: running boards
 Door Handles: chrome
 Front And Rear Bumpers: body-coloured front and rear bumpers with grey rub strip
 Rear Step Bumper: rear step bumper
 Body Material: galvanized steel/aluminum body material
 Roof Rack: rails only
 : class IV trailering with harness, hitch
 Body Side Cladding: body-coloured bodyside cladding
 Grille: chrome grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Power Sunroof: front and rear express open sliding and tilting glass sunroof
 Sunroof Sunshade: sunshade
 Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel, pedals,)
 Cruise Control: cruise control with steering wheel controls, distance pacing
 Trunk/Hatch/Door Remote Release: power cargo access remote release
 Rear Window Remote Release: keyfob rear window remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Key Pad: keypad locking
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: proximity key
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Remote Engine Start: remote engine start - keyfob and smart device (subscription required)
 Steering Wheel: heated steering wheel with power tilting, power telescoping
 Adjustable Pedals: power adjustable pedals
 Day-Night Rearview Mirror: day-night rearview mirror
 Auto-dimming Rearview Mirror: auto-dimming rearview mirror
 Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
 Garage Door Opener: garage door transmitter
 Emergency SOS: emergency communication system
 Navigation System: navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 2 seatback storage pockets
 Dashboard Storage: dashboard storage
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 4 12V DC power outlets
 AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio AM/FM/HD/Satellite with seek-scan
 Radio Data System: radio data system
 Amplifier: amplifier
 Equalizer: automatic equalizer
 Digital Signal Processor: digital signal processor

Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 12 brand-name speakers
 Internet Access: internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
 Auto-Dimming Headlights: auto high-beam headlights
 Front Fog Lights: front fog lights
 Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Rear Window: flip-up rear windshield
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Forward and Reverse Sensing System front and rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS: four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 2 rear head restraints
 3rd Row Headrests: 3 power adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
 Front Bucket Seats: front bucket seats
 Front Heated Cushion: driver and passenger heated-cushions
 Front Heated Seatback: driver and passenger heated-seatbacks
 Heated Rear Seat: heated rear seat
 Ventilated Seats: ventilated front seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and passenger seats
 Driver Lumbar: power 2-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear power reclining bucket seat
 Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
 Rear Folding Position: rear seat fold-forward seatback
 Rear Seat Mounted Armrests: rear seat mounted armrest
 3rd Row Seat Type: fixed third row power 60-40 split-bench seat
 3rd Row Electric Control: fold into floor third row seat
 Leather Upholstery: leather front and rear seat upholstery
 Door Trim Insert: leather door panel trim
 Headliner Material: full cloth headliner
 Floor Covering: full carpet floor covering
 Dashboard Console Insert, Door Panel Insert Combination: simulated wood/metal-look instrument panel insert, door panel insert, console insert
 Shift Knob Trim: metal-look shift knob
 LeatherSteeringWheel: leather steering wheel
 Floor Mats: carpet front and rear floor mats
 Interior Accents: chrome interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Light: cargo light

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Staff Report

Subject: Low-Income Household Water Assistance Program Agreement
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 11/1/22
Item Description: Consideration to renew an agreement between the Georgia Department of Human Services, Division of Family and Children Services (DHS-DFCS) and the Effingham County Board of Commissioners.

Summary Recommendation:
 Staff recommends approval of the agreement renewal.

Executive Summary:
 Staff received the original agreement from the Director at Action-Pact, an organization which provides, in part, utility assistance to low income households. This initiative is being administered by Georgia DHS-DFCS to provide funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service and rate reduction to assist low-income holds with water and wastewater reconnection and ongoing services.

- Background:**
1. The County originally entered into this agreement at the February 15th, 2022 public meeting.
 2. The initial term of the original agreement was from February 15th, 2022 until September 30th, 2022.
 3. This renewal's term will be from October 1st, 2022 until September 30th, 2023.

- Alternatives for Commission to Consider:**
1. Approve the agreement between the Georgia Department of Human Services, Division of Family and Children Services.
 2. Do not approve the agreement.

Recommended Alternative:
 Staff recommends Alternative number 1 – Approve to renew the LIHWAP agreement with Georgia DHS-DFCS.

Other Alternatives:
 N/A

Department Review: *(list departments)*

Finance

Funding Source:

No funding required

Attachments:

1. LIHWAP agreement

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier




**AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND**



[Name of Home Water Supplier]

FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement (“Agreement”) is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services (“DHS-DFCS”) and  (“Home Water Supplier”), each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

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WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services’ Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES’ JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party’s authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier’s tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

Low Income Household Water Assistance Program (LIHWAP)
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2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

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2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

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water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person’s self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 (“Initial Term”), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year (“Renewal Option”) as follows:

- Initial Term: Effective Date – September 30, 2022
- Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties’ intent to exercise a renewal option under this Agreement. Renewal is not automatic.

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5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

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9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Low Income Household Water Assistance Program (LIHWAP)
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DHS-DFCS:

Project Leader
Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator
Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier’s contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

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14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

ATTACHMENT A



ADMINISTRATION FOR **CHILDREN & FAMILIES**

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

Low Income Household Water Assistance Program (LIHWAP)
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- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

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- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in P.L. 116-260, Section 533 and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

or

Low Income Household Water Assistance Program (LIHWAP)
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that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

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- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

Low Income Household Water Assistance Program (LIHWAP)
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EFFECTIVE PERIOD

- 13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

ATTACHMENT B**RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY**

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Low Income Household Water Assistance Program (LIHWAP)
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- Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.
- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Low Income Household Water Assistance Program (LIHWAP)
 DHS-DFCS and Home Water Supplier

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: _____ <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

- | | | | |
|-------------------------|----------------------|----------------------|----------------------|
| _____ 001 Appling | _____ 041 Dade | _____ 081 Jefferson | _____ 121 Richmond |
| _____ 002 Atkinson | _____ 042 Dawson | _____ 082 Jenkins | _____ 122 Rockdale |
| _____ 003 Bacon | _____ 043 Decatur | _____ 083 Johnson | _____ 123 Schley |
| _____ 004 Baker | _____ 044 DeKalb | _____ 084 Jones | _____ 124 Screven |
| _____ 005 Baldwin | _____ 045 Dodge | _____ 085 Lamar | _____ 125 Seminole |
| _____ 006 Banks | _____ 046 Dooly | _____ 086 Lanier | _____ 126 Spalding |
| _____ 007 Barrow | _____ 047 Dougherty | _____ 087 Laurens | _____ 127 Stephens |
| _____ 008 Bartow | _____ 048 Douglas | _____ 088 Lee | _____ 128 Stewart |
| _____ 009 Ben Hill | _____ 049 Early | _____ 089 Liberty | _____ 129 Sumter |
| _____ 010 Berrien | _____ 050 Echols | _____ 090 Lincoln | _____ 130 Talbot |
| _____ 011 Bibb | _____ 051 Effingham | _____ 091 Long | _____ 131 Taliaferro |
| _____ 012 Bleckley | _____ 052 Elbert | _____ 092 Lowndes | _____ 132 Tattnall |
| _____ 013 Brantley | _____ 053 Emanuel | _____ 093 Lumpkin | _____ 133 Taylor |
| _____ 014 Brooks | _____ 054 Evans | _____ 094 Macon | _____ 134 Telfair |
| _____ 015 Bryan | _____ 055 Fannin | _____ 095 Madison | _____ 135 Terrell |
| _____ 016 Bulloch | _____ 056 Fayette | _____ 096 Marion | _____ 136 Thomas |
| _____ 017 Burke | _____ 057 Floyd | _____ 097 McDuffie | _____ 137 Tift |
| _____ 018 Butts | _____ 058 Forsyth | _____ 098 McIntosh | _____ 138 Toombs |
| _____ 019 Calhoun | _____ 059 Franklin | _____ 099 Meriwether | _____ 139 Towns |
| _____ 020 Camden | _____ 060 Fulton | _____ 100 Miller | _____ 140 Treutlen |
| _____ 021 Candler | _____ 061 Gilmer | _____ 101 Mitchell | _____ 141 Troup |
| _____ 022 Carroll | _____ 062 Glascock | _____ 102 Monroe | _____ 142 Turner |
| _____ 023 Catoosa | _____ 063 Glynn | _____ 103 Montgomery | _____ 143 Twiggs |
| _____ 024 Charlton | _____ 064 Gordon | _____ 104 Morgan | _____ 144 Union |
| _____ 025 Chatham | _____ 065 Grady | _____ 105 Murray | _____ 145 Upson |
| _____ 026 Chattahoochee | _____ 066 Greene | _____ 106 Muscogee | _____ 146 Walker |
| _____ 027 Chattooga | _____ 067 Gwinnett | _____ 107 Newton | _____ 147 Walton |
| _____ 028 Cherokee | _____ 068 Habersham | _____ 108 Oconee | _____ 148 Ware |
| _____ 029 Clarke | _____ 069 Hall | _____ 109 Oglethorpe | _____ 149 Warren |
| _____ 030 Clay | _____ 070 Hancock | _____ 110 Paulding | _____ 150 Washington |
| _____ 031 Clayton | _____ 071 Haralson | _____ 111 Peach | _____ 151 Wayne |
| _____ 032 Clinch | _____ 072 Harris | _____ 112 Pickens | _____ 152 Webster |
| _____ 033 Cobb | _____ 073 Hart | _____ 113 Pierce | _____ 153 Wheeler |
| _____ 034 Coffee | _____ 074 Heard | _____ 114 Pike | _____ 154 White |
| _____ 035 Colquitt | _____ 075 Henry | _____ 115 Polk | _____ 155 Whitfield |
| _____ 036 Columbia | _____ 076 Houston | _____ 116 Pulaski | _____ 156 Wilcox |
| _____ 037 Cook | _____ 077 Irwin | _____ 117 Putnam | _____ 157 Wilkes |
| _____ 038 Coweta | _____ 078 Jackson | _____ 118 Quitman | _____ 158 Wilkinson |
| _____ 039 Crawford | _____ 079 Jasper | _____ 119 Rabun | _____ 159 Worth |
| _____ 040 Crisp | _____ 080 Jeff Davis | _____ 120 Randolph | |

Failure to identify all counties served may result in the denial of benefits for households.

Staff Report

Subject: Rezoning (First & Second Districts)
Author: Teresa Concannon, AICP, Planning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Cindy Howze** as Agent for **Ansgarhay, LLC** requests to **rezone** 72.15 acres from **AR-1** to **I-1**, to allow for future industrial use. Located at 108 Godley Road. **Map# 419 Parcel# 1A**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 72.15 acres from **AR-1** to **I-1**, to allow for future industrial use.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines accessing Godley Road. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020.
- This parcel is partially located in Chatham County (Port Wentworth). Port Wentworth submitted a letter certifying that the portion in their jurisdiction is zoned for surface mining.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used in the past as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The Effingham County portions of the parent parcel are narrow, and would be substantially covered by 300' buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use, or if Effingham roads are impacted.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to **deny** the request to rezone 72.15 acres from **AR-1** to **I-1**.
- The motion was seconded by Alan Zipperer, and approved by four members. Dave Burns opposed.
- On September 6, the applicant requested postponement. At the September 6, 2022 meeting, the Board postponed this item until November 1.

Alternatives**1. Approve** the request to **rezone** 72.15 acres from **AR-1** to **I-1**, with conditions:

1. The parcel must be combined with a parcel that has frontage on Godley Road.
2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
4. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

2. Deny the request to **rezone** 72.15 acres from **AR-1** to **I-1**.**Recommended Alternative:** 2**Other Alternatives:** 1**Department Review:** Development Services**FUNDING:** N/A**Attachments:**

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7/11/2022

Applicant/Agent: Cynthia (Cindy) Howze

Applicant Email Address: howzefive@gmail.com

Phone # 912-663-2288

Applicant Mailing Address: 144 San Marco Drive

City: Tybee Island State: GA Zip Code: 31328

Property Owner, if different from above: W Gregg Howze
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): same as above

Phone # 912-663-8588 ←

Owner's Mailing Address: same as above

City: _____ State: _____ Zip Code: _____

Property Location: 108 Godley Rd (Stagecoach)

Proposed Road Access: Godley Rd

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel # 04190001A00 Total Acres: 72.15 Acres to be Rezoned: 72.15

Lot Characteristics: 10+ acres already zoned I-1, borders Chatham Co. which is also being rezoned I-1

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: * Also has access to Community Water through Water Utility Management

Justification for Rezoning Amendment: will be combined with other Industrial properties

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

North I-1 South I-1 East AR-2 West AR-1
DIRT PITS

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

Industrial Dirt Pit and vacant

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

Not currently

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

Industrial

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

Industrial DIRT Pits

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?

Plans Industrial Properties are already under way

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature:  Date _____

ATTACHMENT B - OWNERSHIP CERTIFICATION

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

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

12/17/2009, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 1911 page 403-408

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

Owner's signature [Signature]

Print Name W Gregg Howze CEO AnsGarHay LLC

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 29th day of June, 20 22.

[Signature]
Notary Public, State of Georgia



AUTHORIZATION OF PROPERTY OWNER

I, W. Gregg Howze, 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: Cynthia (Cindy) Howze

Applicant/Agent Address: 144 San Marco Drive

City: Tybee Island State: GA Zip Code: 31328

Phone: 912-663-2288 Email: howzefive@gmail.com

Owner's signature [Signature]

Print Name W Gregg Howze CEO AnsGARHay LLC

Personally appeared before me W Gregg Howze (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 29th day of June, 20 22.

Stephanie L. Roser
Notary Public, State of Georgia



81

Clock#: 1216350
FILED FOR RECORD
12/30/2009 01:09pm
PAID: 24.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Clock#: 1215989
FILED FOR RECORD
12/29/2009 12:36pm
PAID: 24.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

FILED FOR RECORD
BOOK PAGE
357 X 101
ELIZABETH Z. HARVEY
CLERK, C.C.S.C.
CHATHAM COUNTY, GEORGIA
DEC 29 2009 10:54

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Prepared By:
Inglesby, Falligant, Horne,
Courington & Courington, P.C.
P.O. Box 1368
Savannah, Georgia 31402-1368
File No.: 20094-132

QUITCLAIM DEED

THIS INDENTURE, made and entered into as of the 17th day of December, 2009 by and between **Springfield Investment Company, Inc.** (hereinafter referred to as the "Grantor"), and **AnsGarHay, LLC** (hereinafter referred to collectively as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto said Grantee, all of its interest in and to all that tract or parcel of land lying and being located in Chatham County, Georgia, known as **Pt of Parcel B, Sub of Pt Godley, Port Wentworth, Chatham County, Georgia**, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

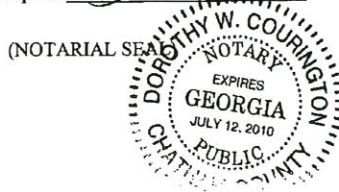
TOGETHER WITH ALL AND SINGULAR the buildings, dwellings, houses, outhouses, improvements, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever at law or in equity of the Grantor, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described and conveyed property and premises free and clear of any claim or claims by the said Grantor, or any person or persons claiming under or through it.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered this 17th day of December, 2009 in the presence of:
Edna Holden
Unofficial Witness
Dorothy W. Courington
Notary Public
My Commission Expires:

Springfield Investment Company, Inc.
By: [Signature]
Its: [Signature]
Attest: [Signature]
Its: [Signature]



NORTH WEST PORTION OF THE GODLEY NO. 2 TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1676.0 ACRES AND LYING AND BEING IN THE 8TH G.M.DISTRICT OF CHATHAM COUNTY AND THE 9 TH & 1159TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED BELOW AS FOLLOWS:

BOOK PAGE
357 X 102

01911 0402

COMMENCING AT A POINT WHICH IS THE CENTER LINE INTERSECTION OF HODGEVILLE ROAD WITH GEORGIA HIGHWAY NO.30 THENCE S74°35'37"W A DISTANCE OF 178.2 FEET TO A 1" IRON PIPE LOCATED ON THE SOUTHERN RIGHT-WAY LINE OF GEORGIA HIGHWAY NO.30, THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IRON PIPE; THENCE S02°00'58"W A DISTANCE OF 373.22 FEET TO A 1" IRON PIPE; THENCE S76°33'25"E A DISTANCE OF 563.70 FEET TO A 5/8" REBAR; THENCE S76°53'25"E A DISTANCE OF 858.33 FEET TO A 3" IRON PIPE; THENCE S75°35'21"E A DISTANCE OF 141.23 FEET TO A 2" IRON PIPE; THENCE S75°36'11"E A DISTANCE OF 144.73 FEET TO A CONCRETE MONUMENT; THENCE S76°25'48"E A DISTANCE OF 127.69 FEET TO A 5/8" REBAR; THENCE S84°34'37"E A DISTANCE OF 296.64 FEET TO A 1" IRON PIPE; THENCE N16°04'01"E A DISTANCE OF 583.12 FEET TO A 5/8" REBAR; THENCE S71°15'48"E A DISTANCE OF 409.88 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S71°12'55"E A DISTANCE OF 692.22 FEET TO A UNION BAG AND PAPER COMPANY MONUMENT; THENCE S04°10'11"W A DISTANCE OF 1049.64 FEET TO A 5/8" REBAR; THENCE S04°10'11"W A DISTANCE OF 25.0' FEET TO A POINT IN THE THREAD OF THE MAIN CHANNEL OF SAINT AUGUSTINE CREEK; THENCE CONTINUING ALONG SAID THREAD N86°12'56"W A DISTANCE OF 125.87 FEET TO POINT ; THENCE CONTINUING ALONG SAID THREAD N53°38'03"W A DISTANCE OF 149.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N71°14'15"W A DISTANCE OF 319.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N79°31'26"W A DISTANCE OF 140.59 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N46°15'46"W A DISTANCE OF 116.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S84°31'06"W A DISTANCE OF 181.80 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N60°38'23"W A DISTANCE OF 205.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S68°56'55"W A DISTANCE OF 177.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°56'42"W A DISTANCE OF 122.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N83°16'00"W A DISTANCE OF 85.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N37°45'41"W A DISTANCE OF 76.13 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N60°37'31"W A DISTANCE OF 237.73 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°19'17"W A DISTANCE OF 64.25 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N73°28'35"W A DISTANCE OF 176.83 FEET TO A POINT; THENCE CONTINUING

ALONG SAID THREAD N49°22'49"W A DISTANCE OF 67.52 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD N68°52'03"W A DISTANCE OF
 212.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 N33°41'06"W A DISTANCE OF 132.03 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD N75°16'09"W A DISTANCE OF 107.02 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S63°28'50"W A DISTANCE OF
 63.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 N67°31'33"W A DISTANCE OF 162.26 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD N82°22'37"W A DISTANCE OF 154.09 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S48°18'18"W A DISTANCE OF
 74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 N80°07'05"W A DISTANCE OF 129.71 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD N58°35'34"W A DISTANCE OF 67.55 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S80°01'01"W A DISTANCE OF
 54.44 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S66°28'30"W A DISTANCE OF 161.87 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S08°37'58"W A DISTANCE OF 170.79 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S70°17'12"W A DISTANCE OF
 287.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S78°27'53"W A DISTANCE OF 538.90 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S82°27'10"W A DISTANCE OF 474.96 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S82°30'12"W A DISTANCE OF
 603.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S82°22'12"W A DISTANCE OF 410.30 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S78°34'51"W A DISTANCE OF 382.68 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S71°10'21"W A DISTANCE OF
 318.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S71°06'23"W A DISTANCE OF 376.43 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S70°09'13"W A DISTANCE OF 418.14 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S66°18'40"W A DISTANCE OF
 279.18 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S67°00'58"W A DISTANCE OF 317.16 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S66°06'35"W A DISTANCE OF 279.67 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S71°19'38"W A DISTANCE OF
 196.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S42°04'20"W A DISTANCE OF 170.78 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S41°18'45"W A DISTANCE OF 274.96 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S42°51'11"W A DISTANCE OF
 48.25 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 N66°05'21"W A DISTANCE OF 23.01 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD N75°28'47"W A DISTANCE OF 79.97 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S80°13'09"W A DISTANCE OF
 166.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S88°28'54"W A DISTANCE OF 361.72 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S66°36'08"W A DISTANCE OF 114.68 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S35°40'44"W A DISTANCE OF
 219.27 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S15°21'49"W A DISTANCE OF 195.47 FEET TO A POINT; THENCE CONTINUING

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ALONG SAID THREAD S77°13'17"W A DISTANCE OF 83.75 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S63°27'46"W A DISTANCE OF
 217.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S60°31'48"W A DISTANCE OF 190.61 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S31°47'16"W A DISTANCE OF 109.66 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD N87°50'47"W A DISTANCE OF
 145.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S75°24'01"W A DISTANCE OF 53.88 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S15°07'35"W A DISTANCE OF 100.23 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S39°29'15"W A DISTANCE OF
 154.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S53°19'44"W A DISTANCE OF 87.82 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S59°05'39"W A DISTANCE OF 494.88 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD N64°43'08"W A DISTANCE OF
 85.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S61°21'05"W A DISTANCE OF 241.65 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S63°12'28"W A DISTANCE OF 101.67 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S13°37'18"W A DISTANCE OF
 161.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S50°56'29"W A DISTANCE OF 109.61 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S11°54'05"W A DISTANCE OF 57.43 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S27°57'41"E A DISTANCE OF
 79.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S28°37'57"W A DISTANCE OF 359.67 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S46°35'27"W A DISTANCE OF 99.45 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S14°55'39"W A DISTANCE OF
 105.36 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S55°29'55"W A DISTANCE OF 202.83 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S17°48'10"W A DISTANCE OF 103.05 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S57°38'33"W A DISTANCE OF
 160.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S50°36'25"W A DISTANCE OF 226.50 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD N65°11'33"W A DISTANCE OF 74.82 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S17°43'36"W A DISTANCE OF
 148.29 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S28°25'28"W A DISTANCE OF 234.58 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S11°51'06"W A DISTANCE OF 27.11 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S41°54'20"W A DISTANCE OF
 458.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S13°02'27"E A DISTANCE OF 65.31 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S50°49'57"W A DISTANCE OF 47.35 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S23°35'50"W A DISTANCE OF
 136.14 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S44°56'35"W A DISTANCE OF 132.64 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S13°59'49"E A DISTANCE OF 111.46 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S21°28'05"E A DISTANCE OF
 100.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S08°21'37"W A DISTANCE OF 227.33 FEET TO A POINT; THENCE CONTINUING

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ALONG SAID THREAD S15°21'05"W A DISTANCE OF 302.11 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S15°07'57"E A DISTANCE OF
 168.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S21°43'12"W A DISTANCE OF 273.02 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S51°53'32"W A DISTANCE OF 105.50 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S29°34'09"W A DISTANCE OF
 116.10 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S32°43'04"W A DISTANCE OF 529.77 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S74°44'52"W A DISTANCE OF 289.79 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S40°33'54"W A DISTANCE OF
 551.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S23°54'52"W A DISTANCE OF 302.08 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S52°16'52"W A DISTANCE OF 210.97 FEET TO A POINT;
 THENCE CONTINUING ALONG SAID THREAD S24°36'08"W A DISTANCE OF
 201.09 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD
 S44°19'48"W A DISTANCE OF 222.42 FEET TO A POINT; THENCE CONTINUING
 ALONG SAID THREAD S08°46'35"W A DISTANCE OF 205.89 FEET TO A POINT;
 THENCE DEPARTING SAID THREAD OF SAINT AUGUSTINE CREEK
 N86°57'32"W A DISTANCE OF 824.07 FEET TO A 5/8" REBAR; THENCE
 N88°06'20"W A DISTANCE OF 1658.58 FEET TO A CONCRETE MONUMENT;
 THENCE S01°30'12"W A DISTANCE OF 541.84 FEET TO A 5/8" REBAR;
 THENCE N87°43'17"W A DISTANCE OF 1503.84 FEET TO A 1" IRON PIPE;
 THENCE N87°42'34"W A DISTANCE OF 121.34 FEET TO A 1" IRON PIPE;
 THENCE N87°19'24"W A DISTANCE OF 128.16 FEET TO A 1" IRON PIPE;
 THENCE N88°09'02"W A DISTANCE OF 114.42 FEET TO A 1" IRON PIPE;
 THENCE N87°52'33"W A DISTANCE OF 121.41 FEET TO A 1" IRON PIPE;
 THENCE N02°28'27"E A DISTANCE OF 308.11 FEET TO A UNION BAG AND
 PAPER COMPANY CONCRETE MONUMENT; THENCE N86°10'05"W A
 DISTANCE OF 1412.98 FEET TO A 2" IRON PIPE; THENCE N87°49'30"W A
 DISTANCE OF 992.78 FEET TO A LIGHT WOOD HUB; THENCE S79°31'13"W A
 DISTANCE OF 712.14 FEET TO A 5/8" REBAR; THENCE S80°19'09"W A
 DISTANCE OF 1101.57 FEET TO A CONCRETE MONUMENT; THENCE
 N16°42'41"E A DISTANCE OF 3180.79 FEET TO A CONCRETE MONUMENT;
 THENCE S85°20'19"E A DISTANCE OF 273.28 FEET TO A LIGHT WOOD HUB;
 THENCE N35°08'44"E A DISTANCE OF 1120.66 FEET TO A CONCRETE
 MONUMENT; THENCE S88°47'40"E A DISTANCE OF 448.82 FEET TO A
 CONCRETE MONUMENT; THENCE S88°48'19"E A DISTANCE OF 428.14 FEET
 TO A CONCRETE MONUMENT; THENCE N84°06'53"E A DISTANCE OF 399.94
 FEET TO A CONCRETE MONUMENT; THENCE N66°07'14"E A DISTANCE OF
 49.60 FEET TO A CONCRETE MONUMENT; THENCE N56°08'00"E A DISTANCE
 OF 500.62 FEET TO A CONCRETE MONUMENT; THENCE N56°07'45"E A
 DISTANCE OF 336.26 FEET TO A LIGHT WOOD HUB; THENCE N06°39'41"W A
 DISTANCE OF 343.39 FEET TO A CONCRETE MONUMENT; THENCE
 N01°12'59"E A DISTANCE OF 171.83 FEET TO A CONCRETE MONUMENT;
 THENCE N19°15'43"W A DISTANCE OF 284.49 FEET TO A CONCRETE
 MONUMENT; THENCE N19°18'01"W A DISTANCE OF 359.83 FEET TO A
 CONCRETE MONUMENT; THENCE N19°09'43"W A DISTANCE OF 240.59 FEET
 TO A CONCRETE MONUMENT; THENCE N19°30'25"W A DISTANCE OF 60.33

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FEET TO A CONCRETE MONUMENT; THENCE N20°25'27"W A DISTANCE OF 693.42 FEET TO A 5/8" REBAR; THENCE N18°10'40"W A DISTANCE OF 540.87 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N06°23'15"E A DISTANCE OF 196.46 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S74°19'03"E A DISTANCE OF 1258.14 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N16°17'32"E A DISTANCE OF 661.26 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S69°27'35"E A DISTANCE OF 38.11 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S40°29'56"E A DISTANCE OF 622.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S40°39'56"E A DISTANCE OF 242.22 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N85°14'14"E A DISTANCE OF 118.07 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N77°40'45"E A DISTANCE OF 303.05 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N47°19'18"E A DISTANCE OF 115.78 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N73°17'22"E A DISTANCE OF 626.75 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N15°41'22"E A DISTANCE OF 594.41 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N27°04'45"E A DISTANCE OF 340.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N52°27'44"E A DISTANCE OF 352.35 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N13°55'58"E A DISTANCE OF 799.38 FEET TO A CONCRETE MONUMENT; THENCE N14°49'27"E A DISTANCE OF 229.24 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N69°18'57"E A DISTANCE OF 598.46 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S89°09'18"E A DISTANCE OF 198.33 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S19°58'47"E A DISTANCE OF 330.39 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S20°51'59"E A DISTANCE OF 857.34 FEET TO A 5/8" REBAR; THENCE S 19°31'59" E A DISTANCE OF 311.52 FEET TO A 5/8" REBAR; THENCE S24°00'59"E A DISTANCE OF 203.28 FEET TO A 5/8" REBAR; THENCE S20°44'59"E A DISTANCE OF 1735.80 FEET TO A 5/8" REBAR; THENCE S20°27'59"E A DISTANCE OF 1011.78 FEET TO A 5/8" REBAR; THENCE S20°32'59"E A DISTANCE OF 986.70 FEET TO A 5/8" REBAR; THENCE S20°28'59"E A DISTANCE OF 238.26 FEET TO A LIGHT WOOD HUB; THENCE N65°02'22"E A DISTANCE OF 281.82 FEET TO A 5/8" REBAR; THENCE N58°44'22"E A DISTANCE OF 226.38 FEET TO A 5/8" REBAR; THENCE N47°51'22"E A DISTANCE OF 596.64 FEET TO A 5/8" REBAR; THENCE N47°32'22"E A DISTANCE OF 743.82 FEET TO A 5/8" REBAR; THENCE N47°27'22"E A DISTANCE OF 446.82 FEET TO A 5/8" REBAR; THENCE N48°57'22"E A DISTANCE OF 269.94 FEET TO A 5/8" REBAR; THENCE N48°08'22"E A DISTANCE OF 526.02 FEET TO A 5/8" REBAR; THENCE N48°04'28"E A DISTANCE OF 93.11 FEET TO A 1/2" REBAR; THENCE N48°05'10"E A DISTANCE OF 894.91 FEET TO A 5/8" REBAR; THENCE N48°01'10"E A DISTANCE OF 545.16 FEET TO A 5/8" REBAR; THENCE

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N48°31'10"E A DISTANCE OF 268.39 FEET TO A CONCRETE MONUMENT;
 THENCE N60°01'23"E A DISTANCE OF 239.16 FEET TO A 5/8" REBAR;
 THENCE N47°35'55"E A DISTANCE OF 925.22 FEET TO A CONCRETE
 MONUMENT; THENCE N48°10'24"E A DISTANCE OF 578.25 FEET TO A
 CONCRETE MONUMENT; THENCE N47°08'32"E A DISTANCE OF 974.58 FEET
 TO A CONCRETE MONUMENT; THENCE N47°38'47"E A DISTANCE OF 421.84
 FEET TO A CONCRETE MONUMENT; THENCE N48°19'46"E A DISTANCE OF
 275.87 FEET TO A CONCRETE MONUMENT; THENCE N47°20'12"E A
 DISTANCE OF 798.07 FEET TO A CONCRETE MONUMENT; THENCE
 N47°37'01"E A DISTANCE OF 295.13 FEET TO A CONCRETE MONUMENT;
 THENCE N48°03'08"E A DISTANCE OF 383.04 FEET TO A POINT ON THE
 SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 30; THENCE
 CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE TO THE
 RIGHT AN ARC LENGTH OF 361.79 FEET TO A 5/8" REBAR SAID CURVE
 HAVING A RADIUS OF 5889.58 FEET, WITH A CHORD BEARING OF
 S84°30'29"E AND A CHORD LENGTH OF 361.72 FEET; THENCE CONTINUING
 ALONG SAID RIGHT-OF-WAY LINE S84°06'28"E A DISTANCE OF 176.07 FEET
 TO A 5/8" REBAR; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE
 ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 324.08 FEET TO A POINT
 SAID CURVE HAVING A RADIUS OF 4979.56 FEET, WITH A CHORD BEARING
 OF S86°52'21"E AND A CHORD LENGTH OF 324.03 FEET; THENCE
 CONTINUING ALONG SAID RIGHT-OF-WAY LINE S00°52'30"W A DISTANCE OF
 10.00 FEET TO A 5/8" REBAR; THENCE CONTINUING ALONG SAID RIGHT-OF-
 WAY LINE S89°07'30"E A DISTANCE OF 1755.13 FEET TO A 1" IRON PIPE, THE
 POINT OF BEGINNING.

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LESS AND EXCEPT:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in Chatham County, Georgia and being known and designated as a 5.14 acre portion of I.P.R.C. Godley #2 Tract as shown on that certain map or plat entitled "Stagecoach Recombination, a Recombination of The Hopkins Tract and A Portion of the International Paper Realty Corporation's Godley #2 Tract," dated September 3, 2008, made by Vincent Helmly, GRLS No. 1882, and recorded in Plat Book 41P, Page 36, in the Office of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description, reference is hereby made to the aforesaid subdivision map, which is specifically incorporated herein and made a part hereof. This conveyance is made subject to all zoning ordinances, easements, restrictive covenants and rights of way of record affecting said described property.

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AND

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND CONTAINING 77.7 ACRES LYING AND BEING IN THE 8TH GM DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED AT THE INTERSECTION HODGEVILLE ROAD, AND GEORGIA HIGHWAY 30; THENCE S74°35'37"W A DISTANCE OF 178 FEET TO A 1" IPF LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IPF; THENCE S34°31'51"W A DISTANCE OF 580.01 FEET TO A 5/8" REBAR; THENCE N87°28'09"W A DISTANCE OF 2160.00 FEET TO A 5/8" REBAR; THENCE N14°28'09"W A DISTANCE OF 698.53 FEET TO A 5/8" REBAR; THENCE N49°06'15"E A DISTANCE OF 1050.53 FEET TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 319.03 FEET TO A 5/8" REBAR, SAID CURVE HAVING A RADIUS OF 4979.56 FEET, WITH A CHORD BEARING OF S86°54'06"E, WITH A CHORD LENGTH OF 318.98 FEET; THENCE CONTINUING THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S°52'30"W A DISTANCE OF 10.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S89°07'30"E A DISTANCE OF 1755.13 FEET TO A 1" IPF THE POINT OF BEGINNING. THIS 77.7 ACRES BEING SHOWN ON A MAP OR PLAT DESCRIBED AS "PARCEL A & B BEING A SUBDIVISION OF A PORTION OF THE GODLEY 2 TRACT, 8TH GM DISTRICT, PORT WENWORTH, CHATHAM COUNTY, 9TH & 1159TH G.M. DISTRICT EFFINGHAM COUNTY, GEORGIA", SURVEYED FOR ROY PATEL BY WILLIAMS AND ASSOCIATES, INC., LAND SURVEYORS, DATED NOVEMBER 14, 2006 AND RECORDED IN PLAT BOOK 37-S, PAGE 28A, CHATHAM COUNTY, GEORGIA PUBLIC RECORDS. FOR A MORE PARTICULAR DESCRIPTION, REFERENCE IS MADE TO THE AFOREMENTIONED PLAT FILED OF RECORD.

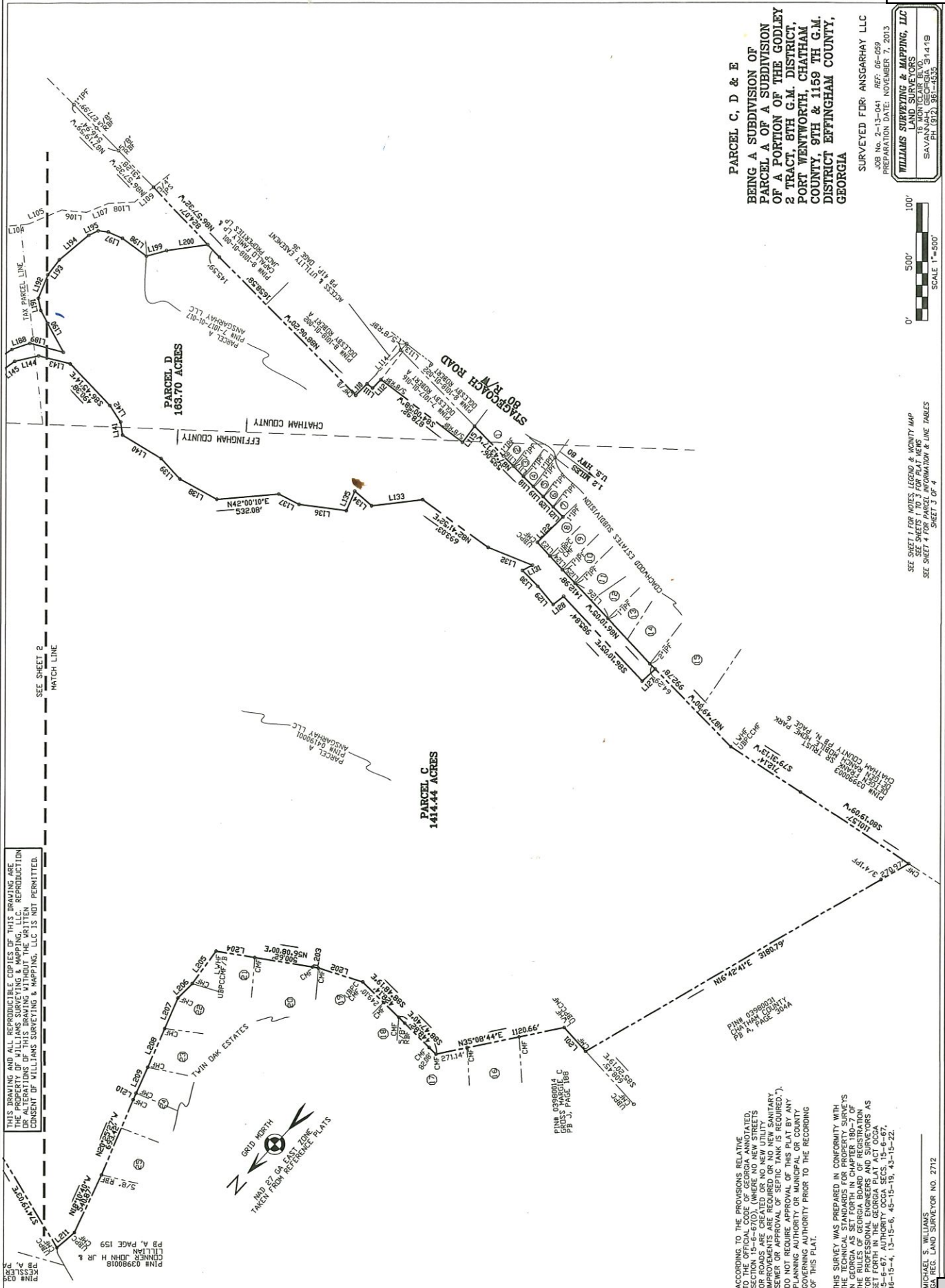
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PARCEL C, D & E
BEING A SUBDIVISION OF
PARCEL A OF A SUBDIVISION
OF A PORTION OF THE GODLEY
2 TRACT, 8TH G.M. DISTRICT,
PORT WENTWORTH, CHATHAM
COUNTY, 9TH & 1159 TH G.M.
DISTRICT EFFINGHAM COUNTY,
GEORGIA

SURVEYED FOR: ANSGARHAY LLC
JOB No. 2-13-041 REF: 06-009
PREPARATION DATE: NOVEMBER 7, 2013
WILLIAMS SURVEYING & MAPPING, LLC
LAND SURVEYORS
SAVANNAH, GEORGIA 31419
PH: (912) 361-4535



SEE SHEET 1 FOR NOTES, LEGEND & MONUMENT MAP
SEE SHEET 4 FOR PARCEL INFORMATION & LINE TABLES
SHEET 3 OF 4



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PNM 0398014
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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

August 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Cynthia Howze
108 Godley Road, Rincon GA 31326
Pin: 419-1A
Total Acres: 72.15 Acres to be rezoned: 72.15

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. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

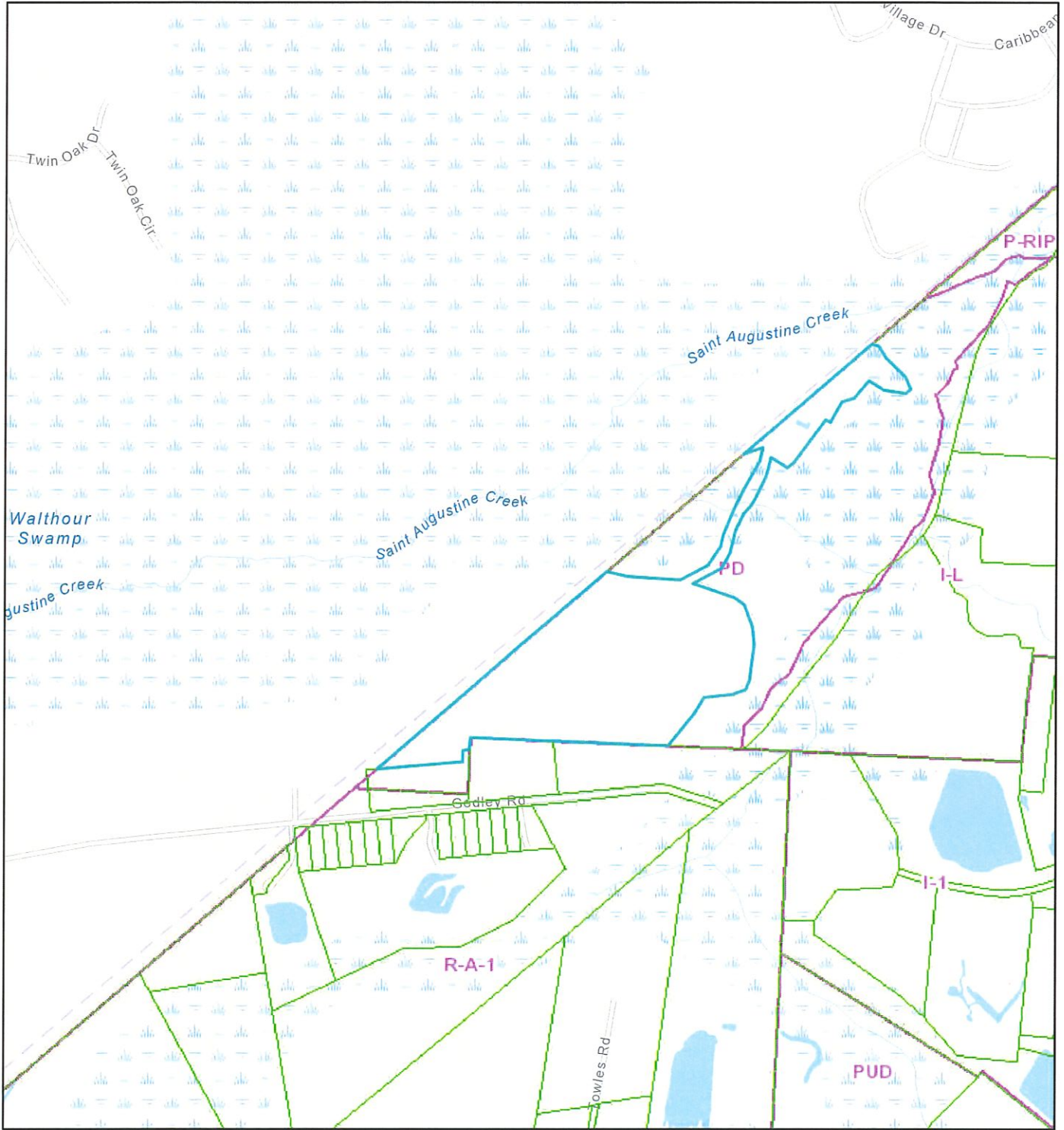
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

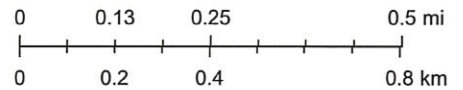
CHATHAM ZONING



7/14/2022, 2:36:12 PM

1:18,056

- Zoning
- Property Boundaries (Parcels)



Esri Community Maps Contributors, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, SAGIS

PARID: 71017 01017
 ANSGARHAY LLC

HIGHWAY 30

Tax Commissioner Summary

Status ACTIVE
 Alternate ID
 Bill #
 Tax District/Description 070-PORT WENTWORTH
 Legal Description E PT OF PARCEL D SUB OF PARCEL A BEING PT OF THE GODLEY 2 TRACT
 Appeal Status

Parcel Status

Parcel Status	Deferral Exist	Years Support	Total Millage Rate
Active	No		33.8340

Parcel Information

Property Class A5 - Agricultural Large Tracts
 Mortgage Company
 Exemptions

Most Current Owner

Current Owner ANSGARHAY LLC
 Co-Owner
 Care Of
 Mailing Address 130 SAN MARCO DR TYBEE ISLAND GA 31328

Digest Owner (January 1)

Owner ANSGARHAY LLC
 Co-Owner
 Care Of
 Mailing Address 130 SAN MARCO DR TYBEE ISLAND GA 31328

Tax (Penalties and Interest Included through Current Date)

Year	Cycle	Billed	Paid	Due
2022	1	1,353.46	0.00	1,353.46
2021	1	2,720.82	-2,720.82	0.00
2020	1	2,792.15	-2,792.15	0.00
2019	1	4,201.20	-4,201.20	0.00
2018	1	3,716.08	-3,716.08	0.00
2017	1	5,110.85	-5,110.85	0.00
2016	1	2,918.24	-2,918.24	0.00
2015	1	3,427.11	-3,427.11	0.00
Total:		26,239.91	-24,886.45	1,353.46

Payment Information

Payment Sequence	User ID Location	Effective Date Source	Business Date Pymt Type	Payment Applied	Tolerance/ Overpayment	Payment Methods	Total Payment
4163706462	PFLATSON-1300 CASHIER	12/09/2021 W	12/09/2021 P21	\$2,720.82	\$0.00 \$0.00	CHECK/2,720.82	\$2,720.82

Payer Details

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
419-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
419-1A

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, ANSGARHAY, LLC, has filed an application to rezone eight (8.0) +/- acres; from AR-1 to I-1 for a surface mine; map and parcel number 419-1A, located in the 2nd commissioner district, and

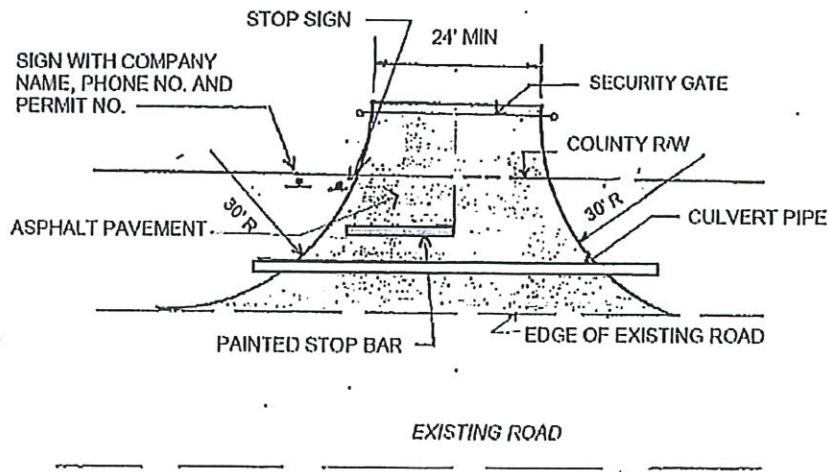
WHEREAS, a public hearing was held on October 20, 2020 and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and

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 9, 2020; and

IT IS HEREBY ORDAINED THAT eight (8.0) +/- acres; map and parcel number 419-1A, located in the 2nd commissioner district, is rezoned from AR-1 to I-1 with the following stipulations:

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. Development shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
3. Business operator meets the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
6. The subdivision plat must be approved by the Zoning Administrator.
7. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, a minor recombination subdivision plat shall be submitted to the County and the zoning of the property shall revert to AR-1.
8. Entrance drive/road into surface mine property is to be paved from edge of existing road (paved or unpaved) 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.
9. Pavement section is to be 24 ft minimum width at County right of way, with a 30 ft radius on each side.
 - a. Figure 1 of this section illustrates the surface mine entrance road requirements.

Figure 1 Surface Mine Entrance Road Requirements



10. 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.
11. The surface mine operator must install a sign facing the County road. The sign will include the following information:
 - a. Surface mine company name
 - b. Surface mine company phone number
 - c. Surface mine's EPD permit number
12. "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 surface mine operation.
13. Surface mine operator to maintain and keep clean the paved section within the County right of way, and the immediate area of the County road at the surface mine entrance.
14. Access into the surface mine property is to be secured with a locked gate that prevents access during non-business hours.
15. No trucks shall enter or exit the surface mine on any road in Effingham County. Access to the surface mine shall be limited to the easement in Chatham County.

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

This 3rd day of November, 2020

BOARD OF COMMISSIONERS
 EFFINGHAM COUNTY, GEORGIA
 BY: Wesley M. Corbitt
 WESLEY M. CORBITT, CHAIRMAN

ATTEST:
S. Johnson
 STEPHANIE D. JOHNSON
 COUNTY CLERK

FIRST/SECOND READING: 10/20/2020
11/03/2020

Ernest Grizzard, Sr.
Terry W. Jones
Jimmy Kerby
Glenda Key
David Otakie
Rodney C. West
City Council



Dennis G. Baxter
Mayor
J. Raymond Dickey
City Attorney
Charles D. Akridge
City Administrator
Jennifer D. Scholl
City Clerk

City of Bloomingdale

Post Office Box 216
Bloomingdale, Georgia 31302

August 5, 2022

Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329



Dear Teresa:

Please accept this correspondence as official notice that the City of Bloomingdale is in opposition to the zoning proposal on the Godley Road property. A speculative industrial land use that could include warehousing or container storage in that area and its impact on a City of Bloomingdale road is not feasible.

In addition, the City Council is in the process of considering a City Ordinance prohibiting truck traffic from traveling on the City owned portion of Godley Road and other roads in the area such as Stagecoach Road.

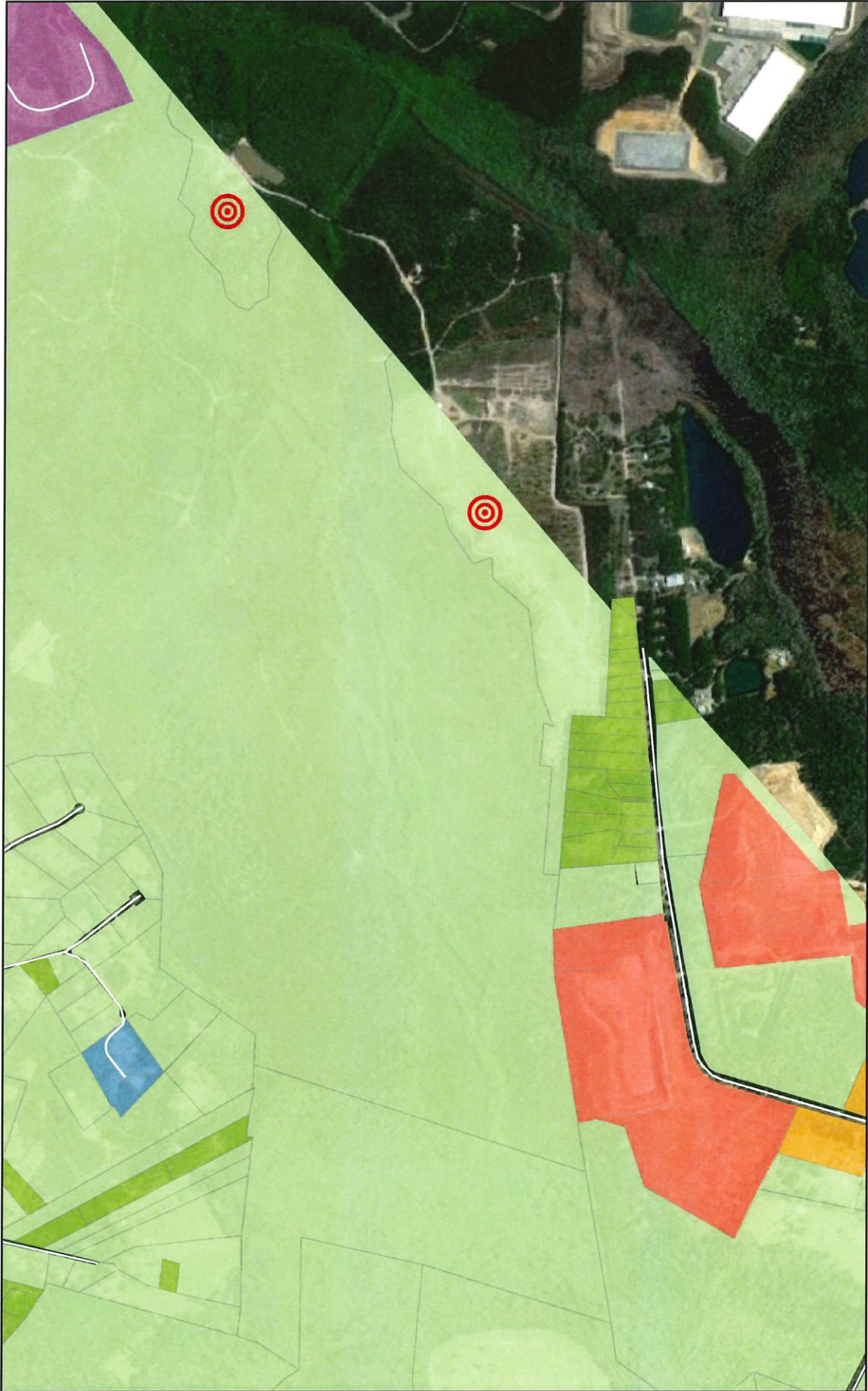
Please consider the City Council's opposition to this zoning proposal and deny the proposal in its current form. Thank you for your consideration.

Sincerely,

Charles D. Akridge, City Administrator

CC: Mayor Baxter and City Council
Raymond Dickey, City Attorney
Eric Lawson, Effingham County Assistant County Manager

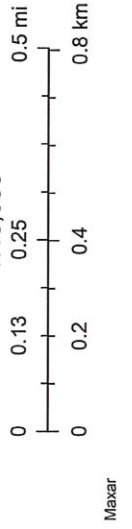
419-1A



7/14/2022, 2:25:13 PM

- Roads
- AR-2
- AR-1
- R-1
- R-4
- I-1
- PD

1:18,056



Item XI. 1.

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 **Cindy Howze as Agent for Ansgarhay, LLC- (Map # 419 Parcel # 1A)** from AR-1 to I-1 zoning.

- No ? 1. Is this proposal inconsistent with the county's master plan?
- No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS

Deny

8/15/22

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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DISAPPROVAL _____

Of the rezoning request by applicant **Cindy Howze as Agent for Ansgarhay, LLC- (Map # 419 Parcel # 1A)** from AR-1 to I-1 zoning.

AZ

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
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DISAPPROVAL _____

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RT

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

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Pelt

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL ~~_____~~

Of the rezoning request by applicant **Cindy Howze as Agent for Ansgarhay, LLC- (Map # 419 Parcel # 1A)** from AR-1 to I-1 zoning.

DB

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?

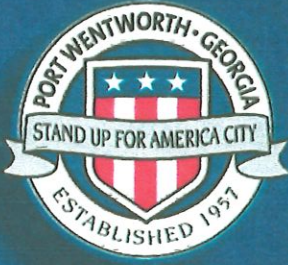
Yes No 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

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?

No
Goofy RD



CITY OF PORT WENTWORTH

7224 Highway 21 | Port Wentworth, Georgia 31407

Phone (912) 964-4379 | Fax (912) 966-7429

www.cityofportwentworth.com

Item XI. 1.

14 August, 2020

ELECTED OFFICIALS

MAYOR

Gary Norton

COUNCIL MEMBERS

Thomas Barbee, At-Large
Lynwood Griner, District 3
Donald Hodges, District 1
Glenn Jones, District 4
Linda Smith, At-Large
Mark Stephens, District 2

INTERIM CITY ADMINISTRATOR

Phil Jones

RE: PIN: 71017 01017, property of Ansgarhay, LLC

To Whom It May Concern,

Please consider this letter OFFICIAL NOTICE that the property owner has zoning approval to proceed with plans for a borrow pit on the subject property, in accordance with State, Local, and Federal law / permitting requirements.

Sincerely,

J. Brian Harvey, CBO, CFM
Director of Development Services
City of Port Wentworth, Georgia
Office: (912) 999-2084

bharvey@cityofportwentworth.com

Teresa Concannon

From: howzefive <howzefive@aol.com>
Sent: Tuesday, September 6, 2022 10:51 AM
To: Teresa Concannon
Subject: EXTERNAL:RE: FW: BOC agendas for September 6, 2022

As per our phone conversation today, please postpone my(Ansgarhay) rezoning application on Godley Road until November 1st. Thank you.

Sent from my Galaxy

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

From: Teresa Concannon <TConcannon@EffinghamCounty.org>
Date: 9/2/22 12:34 PM (GMT-05:00)
To: howzefive <howzefive@aol.com>, howzefive@gmail.com
Subject: FW: BOC agendas for September 6, 2022

The September 6 BOC agenda is attached. Let me know if you intend to postpone the public hearing for the Godley Rd rezoning.

Teresa Concannon, AICP

Planning & Zoning Manager

Effingham County Board of Commissioners

804 S Laurel Street

Springfield, GA 31329

tconcannon@effinghamcounty.org

From: Stephanie Johnson
Sent: Friday, September 2, 2022 8:30 AM
To: Stephanie Johnson <SJohnson@EffinghamCounty.org>
Subject: BOC agendas for September 6, 2022

Good morning,

Staff Report**Subject:** 2nd Reading Zoning Map Amendment**Author:** Teresa Concannon, AICP, Planning Manager**Department:** Development Services**Meeting Date:** November 1, 2022**Item Description:** **Cindy Howze** as Agent for **Ansgarhay, LLC** requests to **rezone** 72.15 acres from **AR-1** to **I-1**, to allow for future industrial use. Located at 108 Godley Road. **Map# 419 Parcel# 1A****Summary Recommendation**Staff has reviewed the application, and recommends **denial** of the request to **rezone** 72.15 acres from **AR-1** to **I-1**, to allow for future industrial use.**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines accessing Godley Road. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020.
- This parcel is partially located in Chatham County (Port Wentworth). Port Wentworth submitted a letter certifying that the portion in their jurisdiction is zoned for surface mining.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used in the past as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The Effingham County portions of the parent parcel are narrow, and would be substantially covered by 300' buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use, or if Effingham roads are impacted.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to **deny** the request to rezone 72.15 acres from **AR-1** to **I-1**.
- The motion was seconded by Alan Zipperer, and approved by four members. Dave Burns opposed.
- On September 6, the applicant requested postponement. At the September 6, 2022 meeting, the Board postponed this item until November 1.

Alternatives**1. Approve** the request to **rezone** 72.15 acres from **AR-1** to **I-1**, with conditions:

1. The parcel must be combined with a parcel that has frontage on Godley Road.
2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
4. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

2. Deny the request to **rezone** 72.15 acres from **AR-1** to **I-1**.**Recommended Alternative: 2****Other Alternatives: 1****Department Review:** Development Services **FUNDING:** N/A **Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
419-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
419-1A

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 CINDY HOWZE AS AGENT FOR ANSGARHAY, LLC has filed an application to rezone seventy-two and fifteen hundredth (72.15) +/- acres; from AR-1 to I-1 to allow for industrial use; map and parcel number 419-1A, located in the 1st & 2nd commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT seventy-two and fifteen hundredth (72.15) +/- acres; map and parcel number 419-1A, located in the 1st & 2nd commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. The parcel must be combined with a parcel that has frontage on Godley Road.
2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
4. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

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: 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 1, 2022
Item Description: Consideration 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 5.13. 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 5.13. 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 revisions to Definitions
2. Proposed revisions to Section 5.6. R-3 Multifamily
3. Proposed revisions to Section 5.8. R-6 Single Family
4. Proposed Section 5.13. R-5 Single Family Traditional Neighborhood Design residential district.

ARTICLE II. - DEFINITIONS

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 ZoningHousing 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 ZoningHousing 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 three or more attached dwelling units in a two- or three-story building. 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/or 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 three or more dwelling units, where each unit is on individual lot, shares a common sidewall, and is two to three stories in height.

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.

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. In addition, development must be located in proximity to a school, public park or facility, retail/commercial development, and/or urban service area.

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 must 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 (40%) shall be applied per lot on which each individual townhouse sits.
- c. In order to provide visual diversity, no more than four 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 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 inches dbh must be planted at a rate of at least one 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 60 or fewer dwelling units, at least one point of access to the roadway network shall be provided.
 - b. For developments with 61 or more dwelling units, at least two 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 single-family <u>townhouses</u> and multifamily)	Maximum 9 per acre
Minimum lot width at building line	150 feet
Minimum setback from public street	35 <u>15</u> feet
Minimum front yard <u>length of driveway</u>	10 <u>20</u> feet
Minimum rear yard	15 feet
Minimum side yard (interior) <u>for townhouse buildings or single apartment building on a lot</u>	15 feet
Minimum side yard (street) <u>for townhouse buildings or single apartment building on a lot</u>	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 must provide 150 square feet of on-site common outdoor open space per multi-family dwelling unit or 15% of net usable area as common outdoor open space, whichever is greater. Open space calculations must 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. 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 acceptable to the County Administration must 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 percent 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.

5.13 - R-5 Single-family Traditional Neighborhood Design residential district

5.13.1 *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. Development must be located in close proximity to a school, public park or facility, retail/commercial development, and/or urban service area.

5.13.2 *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.

5.13.3 *Maximum density.*

Minimum .15-acre lot, with no more than five (5) dwelling units per net usable acre.

5.13.4 *Permitted uses.*

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

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

5.13.4.3 Customary accessory buildings incidental to the above permitted uses.

5.13.4.4 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 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.

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

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

- a) A homeowners' association must 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 must include a provision that no more than 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 in length facing a street shall be broken up with entry elements, windows or wall offsets at least two feet deep.

- d) A minimum of two 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) Lot coverage required in this section (45%) shall be applied per lot on which each individual single-family residence sits

5.13.5 Reserved.

5.13.6 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 show on final subdivision plat

5.13.7 Open space requirements.

All developments in the R-5 zoning district must provide 15% of net usable area as common outdoor open space. Open space calculations must 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) 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 acceptable to the county must be created to maintain the amenities and open space in good condition.

5.13.8 Subdivision Design Requirements.

5.13.8.1 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 inches dbh must be planted at a rate of one for every two 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.

5.13.8.2 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. One additional space per five (5) units must be provided for overflow off-street parking.

5.13.9 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; wood, 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 24-inch projection)
 9. Multi-season porch or sunroom on rear of house (3 points)
- c) The garage shall not occupy more than 40% of the total building façade.
- d) At least 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"

5.13.10 R-5 Rezoning Application Requirements.

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

- a) A completed *Development Standards Submittal Form and Checklist*.
- b) A subdivision concept plan showing the lots and road configuration.
- 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*.

Staff Report

Subject: Retired Educators Day Proclamation
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 11/01/2022
Item Description: Consideration to approve a Proclamation celebrating November 6, 2022 as Retired Educators Day

Summary Recommendation:

Staff recommends approval of the request.

Executive Summary:

A request was received from Pam Anderegg, President of the Effingham Retired Educators Association.

Background:

Each year the Governor proclaims Retired Educators Day. Governor Kemp signed a proclamation for this cause on August 23, 2022.

According to reports there are approximately 141,000 retired educators in Georgia, 32,000 of those retirees belong to the Georgia Retired Educators Association.

Alternatives for Commission to Consider:

1. Approve a Proclamation celebrating November 6, 2022 as Retired Educators Day
2. To not approve the Proclamation.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A **Department Review:** Administration

Funding Source: No funding is required related to this request.

Attachments:

1. Proclamation_county
2. Proclamation-Gov. Kemp

Effingham County Board of Commissioners



PROCLAMATION

CELEBRATING NOVEMBER 6, 2022 AS RETIRED EDUCATORS DAY

WHEREAS: The Governor of the State of Georgia has proclaimed the day of Sunday, November 6, 2022 as Retired Educators Day in Georgia; and

WHEREAS: There are more than 141,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and,

WHEREAS: The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

WHEREAS: It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

WHEREAS: Local churches will recognize those lasting contributions made by retired educators in this community; now

THEREFORE, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS do hereby proclaim the day of November 6, 2022 as “RETIRED EDUCATORS DAY” and call upon the citizens of Effingham County to observe said day in an appropriate manner honoring retired educators.

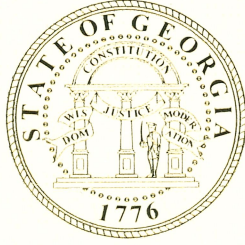
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this *1st* day of *November* in the year of our Lord, Two Thousand and Twenty-two.

WESLEY M. CORBITT, CHAIRMAN

ATTEST:

STEPHANIE D. JOHNSON, COUNTY CLERK





BY THE GOVERNOR OF THE STATE OF GEORGIA

A PROCLAMATION

RETIRED EDUCATORS' DAY

- WHEREAS:** More than 141,000 retired educators have devoted their time and talents to public education in our state, fostering the academic development of millions of outstanding citizens in the State of Georgia; and
- WHEREAS:** Retired educators touched and influenced the lives of generations of young people, motivating and inspiring their students to use their innate talents and abilities to the fullest, prompting them to become responsible, contributing citizens; and
- WHEREAS:** Retired educators possess valuable knowledge and are able to use their vast experience and skill to enrich the education process in varied settings, often continuing to be a major source of insight and direction in education for our state and nation; and
- WHEREAS:** For sixty-four years, the Georgia Retired Educators Association has dedicated its efforts to improving the welfare of retired educators, and it has provided opportunities for them to become involved in community activities; and
- WHEREAS:** On Retired Educators Day, the State of Georgia recognizes these individuals for their time and commitment to bettering our country, and encourages Georgians to express their gratitude for the work done by retired educators; now
- THEREFORE:** I, BRIAN P. KEMP, Governor of the State of Georgia, do hereby proclaim November 6, 2022, as RETIRED EDUCATORS' DAY in Georgia.

In witness thereof, I have hereunto set my hand and caused the Seal of the Executive Department to be affixed this 23rd day of August in the year of our Lord, Two Thousand and Twenty-Two.



B. P. Kemp

GOVERNOR

ATTEST

Manton Kipartovich

CHIEF OF STAFF

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY TO AUTHORIZE THE EXECUTION OF A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT BETWEEN EFFINGHAM COUNTY, GEORGIA AND THE EFFINGHAM COUNTY HOSPITAL AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the provisions of the Hospital Authorities Law of Georgia, codified in Official Code of Georgia Annotated § 31-7-70, *et seq.* (the “**Hospital Authorities Law**”), the Board of Commissioners of Effingham County (the “**Board of Commissioners**”), the governing body of Effingham County, Georgia (the “**County**”), a political subdivision of the State of Georgia, was authorized to establish, and pursuant thereto did duly establish, by resolution adopted on February 6, 1968, the Effingham County Hospital Authority (the “**Authority**”); and

WHEREAS, the Authority owns Effingham Hospital, which includes four family medicine locations, two imaging centers, a women’s health center, a skilled nursing facility, and other related facilities (together the “**System**” or “**Health Care System**”) in Effingham County, and leases the System to Effingham Hospital, Inc., a Georgia non-profit corporation, which operates said Health Care System on behalf of the Authority and provides medical services for the residents of the County and portions of surrounding counties; and

WHEREAS, the Authority issued its EFFINGHAM COUNTY HOSPITAL AUTHORITY REFUNDING AND IMPROVEMENT REVENUE ANTICIPATION CERTIFICATE, SERIES 2022 in a principal amount of \$29,785,000 (the “**Series 2022 Certificate**”) to provide funds together with other available funds, for the purpose of (i) currently refunding and redeeming the outstanding HOSPITAL AUTHORITY OF EFFINGHAM COUNTY FEDERALLY TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAY (GNMA COLLATERALIZED – EFFINGHAM HOSPITAL PROJECT), SERIES 2010A, (ii) providing funds to acquire a building for a pediatric center and approximately 33 acres of undeveloped real property for future expansion of the Health Care System from Effingham Hospital, Inc., (iii) certain additions and improvements to the Health Care System, and (iv) paying the costs of issuance of the Series 2022 Certificate, all in accordance with the provisions of a resolution adopted by the Authority on June 21, 2022 (the “**Authority Resolution**”), a copy of which has been filed in the office of the Board of Commissioners; and

WHEREAS, on June 21, 2022, the Board of Commissioners adopted its own resolution (“**County Resolution**”) which provided, in addition to the “Gross Revenues” of the ownership of the System, as such term is defined in the Authority Resolution, that as additional security for payment of the Series 2022 Certificate, the Authority and the County would enter into an Amended and Restated Intergovernmental Contract, which would supplement and amend an intergovernmental contract with the Authority entered into on October 19, 2010, effective December 30, 2010 (together, the “**Contract**”), pursuant to which the County agreed, among other things, to pay to or for the benefit of the Authority amounts to be derived from an *ad valorem* tax levy, if required, sufficient to enable the Authority to provide for the payment of the principal of and interest on the Series 2022 Certificate as the same became due and payable, and to make such additional payments to the Authority as may be necessary from time to time to

assure the continued operation, maintenance and repair of the Health Care System, the consideration for which to the County shall be the provision of health services to its citizens; and

WHEREAS, consistent with the Authority Resolution and the County Resolution, the County and the Authority entered into the Contract as of July 20, 2022; and

WHEREAS, the County and the Authority desire to execute a second amendment to the Contract and any other documents (collectively, the “**Documents**”) necessary so that the Health Care System can enter into a variable rate revolving line of credit loan (“**LOC**”) with a bank of the System’s choosing for the System to have access to additional funds necessary for and relating to, among other things, the System’s implementation of an electronic health record system; and

WHEREAS, the System has selected Truist Bank to provide the LOC in an amount not to exceed Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) upon terms and conditions acceptable to the System; and

WHEREAS, the County, in order to allow the Authority, through the System, to obtain the LOC for the purposes stated herein, is willing to approve this resolution for benefit of the System; and

WHEREAS, the County and the Authority are specifically authorized to execute the Documents to permit the LOC to be included as part of the security for the Series 2022 Certificate pursuant to the provisions of Article IX, Section III, paragraph I(a) of the Constitution of the State of Georgia and the provisions of the Hospital Authorities Law; and

WHEREAS, it is proper that the Board of Commissioners authorize the execution and delivery of the Documents and to authorize the Chairman or Vice-Chairman of the Board of Commissioners and such other proper officials of the County including the county manager to do all such acts and things and to execute the Documents as may be necessary for the issuance and delivery of the LOC.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Effingham County in public meeting assembled as follows:

1. Approval of Execution of Documents. The execution, delivery, and performance of the Documents in their final form, by the Chairman or Vice-Chairman of the Board of Commissioners and the attestation thereof by the County Clerk be and the same hereby is authorized subject to such changes, insertions or omissions as may be approved by the Chairman or the Vice-Chairman, and the execution of said Contract by the Chairman or Vice-Chairman shall be conclusive evidence of any such approval.

2. General Authorization. The Chairman or Vice-Chairman of the Board of Commissioners and such other proper officials of the County including the county manager required therefor are authorized, empowered, and directed to do all acts and to execute all such documents as shall be necessary to carry out and comply with the provisions of this resolution in

relation to the execution of the Documents and further are authorized and directed to take any and all further actions as are necessary to provide security for payment of the LOC and to fulfill the obligations of the County pursuant to the Contract, as the same may be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

Approved and adopted in public meeting this _____, 2022.

Chairman
Board of Commissioners of Effingham County

CLERK'S CERTIFICATE

Now comes the undersigned County Clerk of Effingham County (the “**County**”), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Board of Commissioners of Effingham County in public meeting properly and lawfully held and assembled on _____, 2022, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

County Clerk, Effingham County



Jeff Joyner
Senior Vice President

Truist Bank
33 Bull Street
Savannah, Ga 31401
Tel 912.660.9398
jeff.joyner@truist.com

October 11, 2022

Effingham Hospital, Inc.
459 GA-119
Springfield, GA 31329
Attn: Dr. Fran Witt; Al Allred

Dr. Witt and Mr. Allred –

I am writing to inform you the Truist line of credit has formally matured and is no longer available to the hospital, but it is my understanding this financing is still needed for ongoing working capital and, more specifically, to support the Cerner integration commencing November 14, 2022. In an effort to reestablish this line of credit for the hospital, we will need to align the underwriting structure of the line of credit with the bond financing to conform with a municipal underwrite. Ideally this requirement would have been addressed during the bond closing but was overlooked as we were focused on the bond financing and had a residual tail on the prior line of credit maturity. With the line of credit not matured, we will need to address this issue as a post-closing item in order to reestablish the facility.

In talking with my credit partner, we will need an acknowledgement or opinion that the Effingham County millage pledge referenced in the Amended and Restated Intergovernmental Agreement between Effingham County and Effingham County Hospital Authority dated July 10, 2022, applies to the contemplated line of credit financing. To be clear and avoid any confusion, Truist is not requesting or requiring a higher millage pledge but needs confirmation this pledge can be applied to the line of credit, albeit in a subordinated position, should the hospital be unable to repay this obligation. Can you reach out to your Effingham County contact to discuss this item so we can move this forward expeditiously in an effort to meet your timeline?

Should you or anyone else on the team have questions or want to discuss, please don't hesitate to reach out via e-mail (jeff.joyner@truist.com) or cell (912-660-9398).

Sincerely,

Jeff Joyner
Senior Vice President

Staff Report

Subject: Final Plat Approval (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: Toss Allen, for Construction Development Investors, LLC, requests approval of the final plat and infrastructure agreement for Oglethorpe Landing ph 1. Map# 446 Parcel# 13

Summary Recommendation:

Staff have reviewed the final plat, and inspected the roads and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:

- Construction Development Investors, LLC's contractors have built roads and stormwater infrastructure for phase 1. In order to sell the 31 lots of phase 1 for home construction, the final plat must be approved, and the roads and stormwater infrastructure accepted by the Board of Commissioners.
- Water and sewer is provided by the City of Springfield. An infrastructure agreement confirming Springfield's ownership of the water and sewer infrastructure that is located in the right of way is included in this final plat approval. The Springfield City Manager has verified that staff will be recommending acceptance of the water and sewer infrastructure.
- EOM inspected the right of way and stormwater infrastructure of phase 5B, and recommend approval.
- Development Services staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- EOM reviewed the bond recommendation, and approved the bond for \$50,332.82, which is 10% of the total cost of drainage, concrete work, and paving in phase 1. The applicant has submitted a water-sewer infrastructure bond to the City of Springfield.
- The County Attorney reviewed and approved the warranty deed and infrastructure agreement. The utility easement agreement is between the developer and the city, and is referenced in the Warranty Deed.

Alternatives for Commission to Consider

1 - Approve the final plat and infrastructure agreement for Oglethorpe Landing ph 1, and accept the roads and stormwater infrastructure identified in the warranty deed.

2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney

Funding Source: No new funding requested.

Attachments:

- | | |
|---|-----------------------------|
| 1. Final Plat for Oglethorpe Landing ph 1 | 4. Bond |
| 2. Final Plat Submittal Form & Checklist | 5. Infrastructure Agreement |
| 3. Warranty Deed | |

STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2022, by and between **CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company**, having its principal place of business at 37 W. Fairmont Avenue, Suite 202, Savannah, GA 31406, as Party or Parties of the First Part, hereinafter referred to as Grantor, and the **THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia**, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain roads situate, lying and being in Effingham County, Georgia, consisting of the entire rights-of-way located within OGLETHORPE LANDING SUBDIVISION as shown upon a plat entitled "A SUBDIVISION PLAT OF OGLETHORPE LANDING #768 EBENEZER ROAD" recorded in Plat Book _____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned streets or rights of way for public access.

Subject to that certain Utility Easement Agreement dated _____ 2022, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book ____, Page ____ in the Office of Superior Court of Effingham County, Georgia.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within OGLETHORPE LANDING SUBDIVISION as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within OGLETHORPE LANDING SUBDIVISION, as shown on the aforescribed plats which is incorporated herein for descriptive and all other purposes.

A non-exclusive perpetual easement to install, maintain, repair and replace any improvements for water systems and sewer systems located within the rights of way of these roads is hereby acknowledged to exist with the owner or owners of those systems. The Board of Commissioners of Effingham County, Georgia shall have no obligation to install, maintain, repair or replace any of the water and sewer systems.

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within OGLETHORPE LANDING SUBDIVISION as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Further, this Warranty Deed does not include the conveyance of any detention ponds, sidewalks, or common areas.

TO HAVE AND TO HOLD said road and easements, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company

[Signature] (SEAL)
BY: [Signature]

Signed, sealed and delivered in presence of:

[Signature]
Witness

[Signature]
Notary Public



ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2022.

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

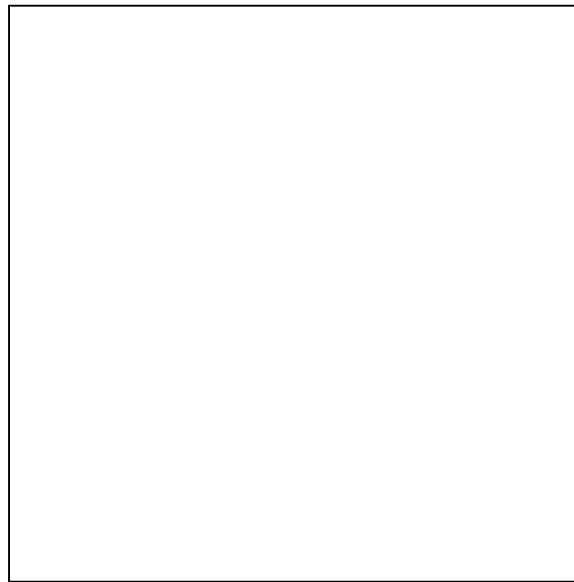
**BY: _____
Wesley Corbitt, Chairman**

**ATTEST: _____
Stephanie Johnson, Effingham County Clerk**

**Signed, sealed and delivered in
the presence of:**

Witness

Notary Public



THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

CERTIFICATE OF DEDICATION

I HEREBY CERTIFY THE DEDICATION OF A NONEXCLUSIVE EASEMENT TO EFFINGHAM COUNTY FOR ACCESS TO ALL DRAINAGE CONTROL AND STORMWATER CONVEYANCE STRUCTURES, INCLUDING PRIVATELY AND COMMUNITY OWNED DETENTION PONDS LOCATED WITHIN THE SUBDIVISION. I UNDERSTAND THAT THIS EASEMENT IS RESERVED FOR THE SOLE CONVENIENCE OF EFFINGHAM COUNTY AND THAT EFFINGHAM COUNTY IS NOT UNDER A DUTY TO MAINTAIN ANY OF THE STRUCTURES TO WHICH ACCESS IS HEREBY GIVEN.

OWNER _____ DATE _____

WITNESS _____ DATE _____

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT, AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATIONS, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

REGISTERED SURVEYOR _____ DATE _____

ENGINEER'S CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS OGLETHORPE LANDING SHOWN ON THE PLAT DATED _____, PREPARED BY ATLAS SURVEYING, INC. HAVE (HAS) BEEN INSTALLED IN ACCORDANCE WITH THE PRELIMINARY PLAN (CONSTRUCTION DRAWINGS) APPROVED OCTOBER 4, 2021.

REGISTERED ENGINEER _____ DATE _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER _____ DATE _____

CERTIFICATE OF APPROVAL FOR RECORDING

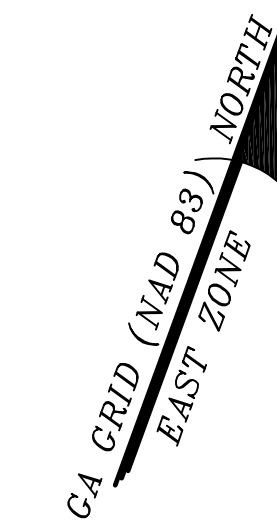
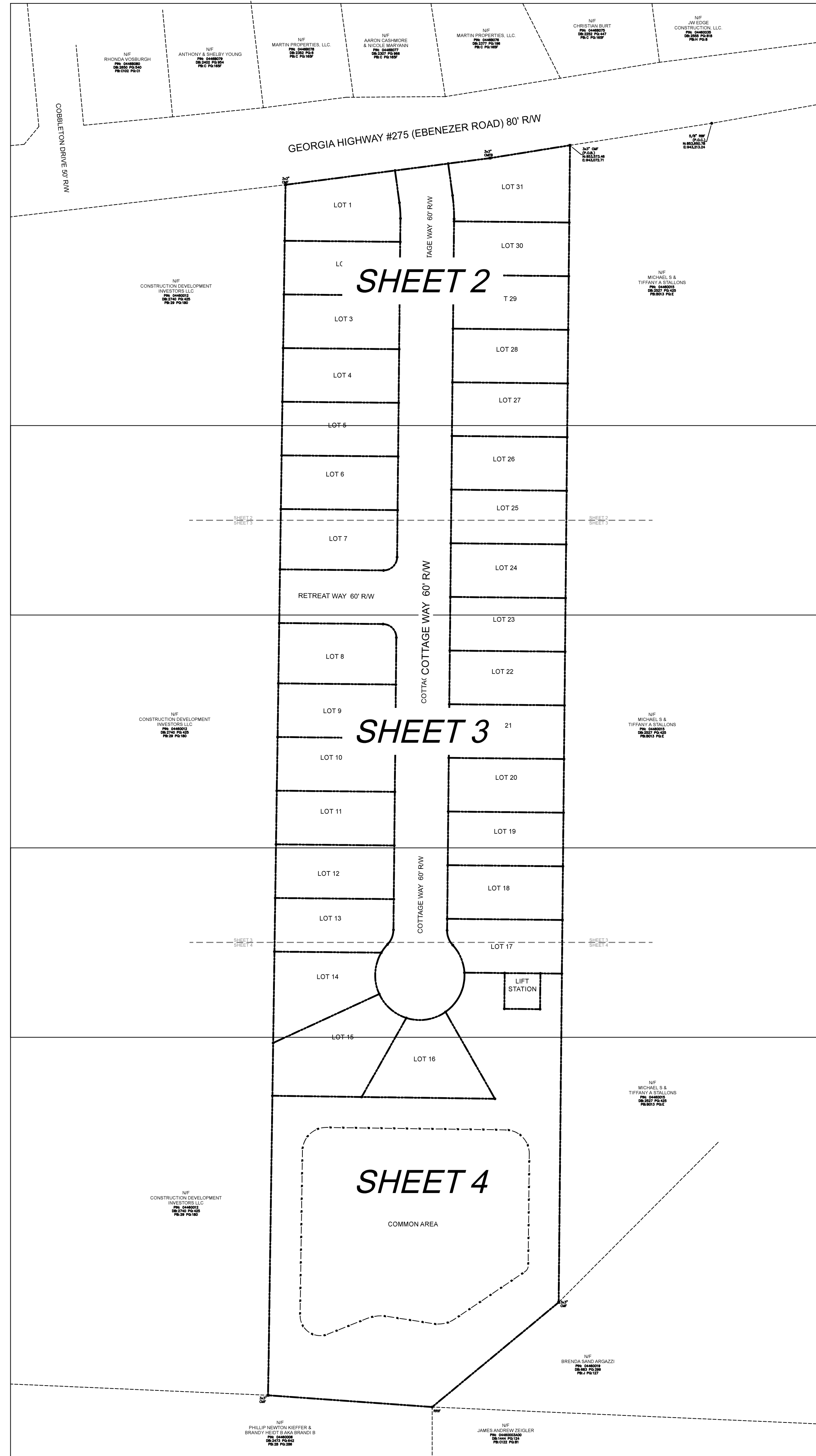
THE SUBDIVISION KNOWN AS OGLETHORPE LANDING HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATION AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA.

CHAIRMAN OF COMMISSIONERS _____ DATE _____

CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS _____ DATE _____

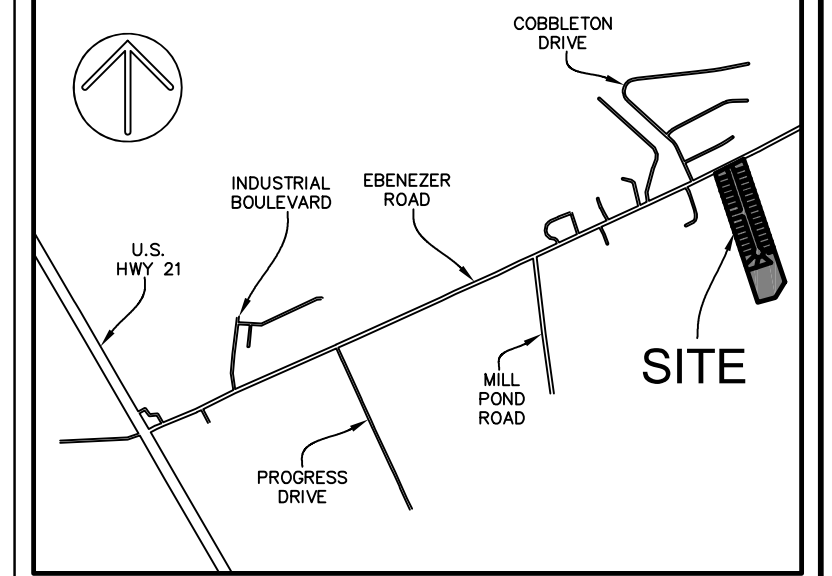
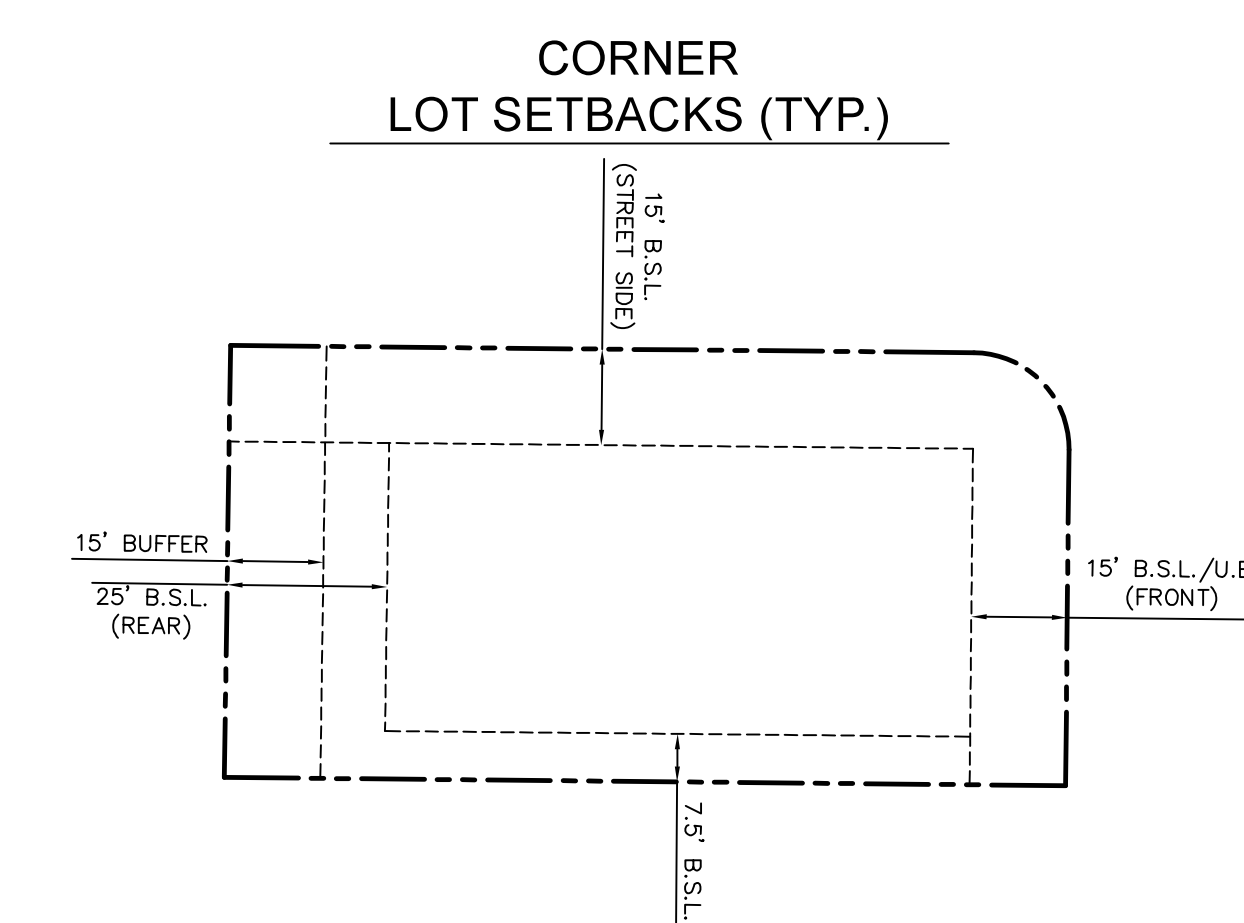
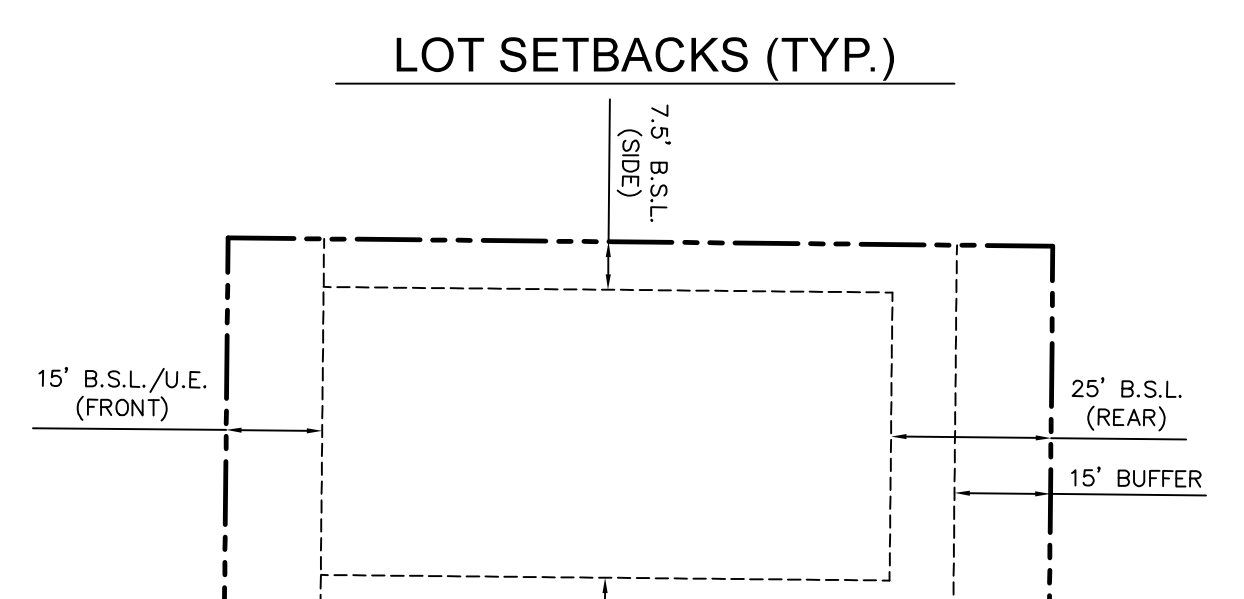
LABEL	BEARING	DISTANCE
L1	S27°50'19"E	35.95
L2	S19°26'14"E	40.00
L3	S70°33'46"W	40.00
L4	N19°26'14"W	40.00
L5	N27°50'19"W	36.38
L6	S70°46'23"W	20.00
L7	S70°33'46"W	47.69
L8	N72°25'48"W	42.58
L9	N17°09'19"E	42.27

LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	180.00'	26.39'	26.37'	S23°38'19"E	8°24'01"
C2	24.00'	18.07'	17.65'	S41°00'24"E	43°08'11"
C3	50.00'	34.16'	33.50'	S43°00'07"E	39°08'44"
C4	50.00'	7.72'	7.72'	S19°00'12"E	8°51'07"
C5	50.00'	12.59'	12.58'	S07°21'41"E	14°25'58"
C6	50.00'	16.15'	16.08'	S09°06'36"W	18°30'38"
C7	50.00'	14.48'	14.43'	S26°39'45"W	16°35'40"
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C9	50.00'	41.62'	40.43'	N68°35'17"W	47°41'35"
C10	50.00'	39.87'	38.83'	N21°53'41"W	45°41'38"
C11	50.00'	8.29'	8.29'	N05°42'15"E	9°30'17"
C12	50.00'	9.19'	9.17'	N15°43'13"E	10°31'38"
C13	50.00'	2.37'	2.37'	N22°20'27"E	2°42'50"
C14	24.00'	18.07'	17.65'	N02°07'47"E	43°08'11"
C15	15.00'	23.56'	21.21'	N64°26'20"W	90°00'03"
C16	15.00'	23.56'	21.21'	N25°33'40"E	89°59'57"
C17	120.00'	17.59'	17.58'	N23°38'19"W	8°24'01"



ACREAGE CHART

LOTS (31):	251,358 SF 5.770 AC
COMMON AREA:	115,686 SF 2.656 AC
LIFT STATION:	1,600 SF 0.037 AC
RIGHT OF WAY:	67,293 SF 1.545 AC
TOTAL AREA:	435,932 SF 10.008 AC



VICINITY MAP NOT TO SCALE

- LEGEND**
- ▲ CALC POINT - CORNER NOT SET
 - CMF ■ CONC. MONUMENT FOUND
 - RBF ● IRON REBAR FOUND
 - RBS ○ 5/8" IRON REBAR SET WITH CAP
 - RRIF ● RAILROAD IRON FOUND
 - RRSS ● RAILROAD SPIKE SET
 - A.E. ACCESS EASEMENT
 - B.S.L. BUILDING SETBACK LINE
 - D.E. DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - TB — PROPOSED TOP OF BANK
 - ////// SIGN EASEMENT AREA

- NOTES**
- THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, FIRM PANEL 0278-C COMMUNITY 13103C.
 - HORIZONTAL DATUM IS GEORGIA STATE PLANE GRID, EAST ZONE, (NAD 83) 2011.
 - PRECISION OF PLAT CLOSURE: 1:251,323.
 - SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE OGLETHORPE LANDING HOMEOWNERS ASSOCIATION.

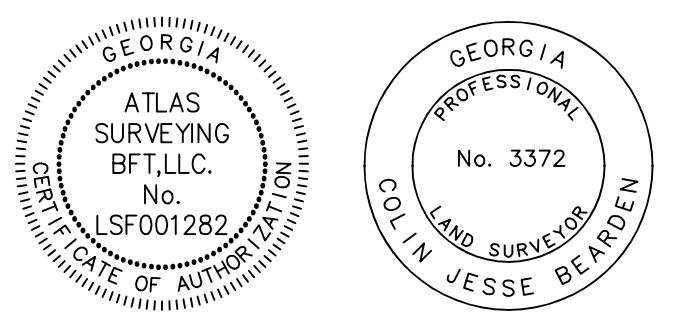
- REFERENCE**
- A CAD FILE OF OGLETHORPE LANDING PROVIDED BY ALLEN ENGINEERING ON JULY 29, 2022.
 - DEED BOOK:1957 PAGE:447
 - PLAT BOOK:26 PAGE:1

PREPARED FOR:
CONSTRUCTION DEVELOPMENT INVESTORS, LLC
A SUBDIVISION PLAT OF
OGLETHORPE LANDING,
#768 EBENEZER ROAD
PIN: 04460013
9TH G.M.D.
EFFINGHAM COUNTY, GEORGIA

FIELD WORK: DM
FIELD CHECK: CJB
DRAWN BY: KMW
DATE: 10-19-2022
SCALE: 1"=60'
PROJECT No.: BFT-21072
FILE: BFT-21072 SUB1.DWG

SHEET 1 OF 4

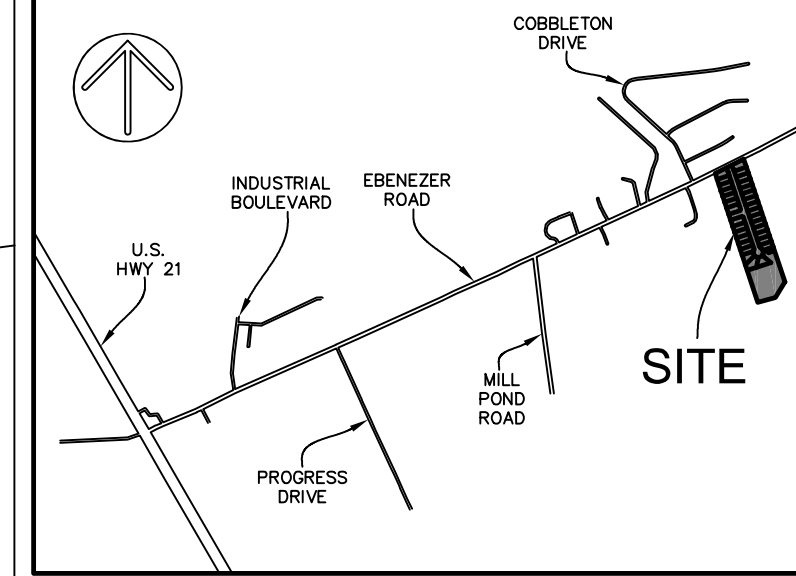
ATLAS SURVEYING, INC.
48 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



(I) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Colin Jesse Bearden
COLIN J. BEARDEN
G.A.P.L.S. No. LS003372





VICINITY MAP NOT TO SCALE

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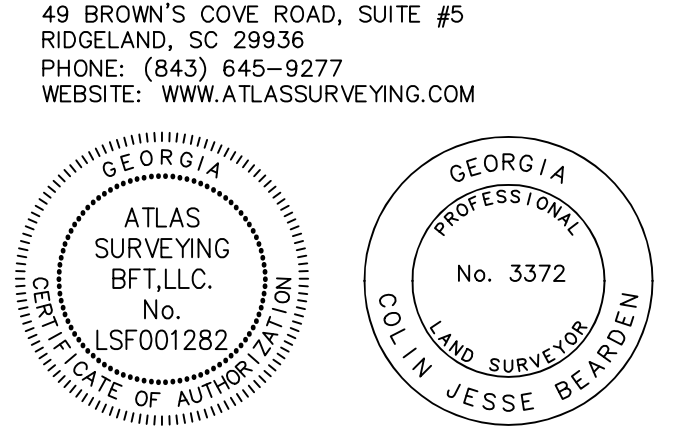
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 PIN: 04460013
 9TH G.M.D.
 EFFINGHAM COUNTY, GEORGIA

FIELD WORK: DM
 FIELD CHECK: CJB
 DRAWN BY: KMW
 DATE: 10-19-2022
 SCALE: 1"=30'
 PROJECT No.: BFT-21072
 FILE: BFT-21072.SUB1.DWG

SHEET 2 OF 4

ATLAS SURVEYING, INC.
 49 BROWN'S COVE ROAD, SUITE #5
 RIDGELAND, SC 29936
 PHONE: (843) 645-9277
 WEBSITE: WWW.ATLASSURVEYING.COM



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Colin Jesse Bearden
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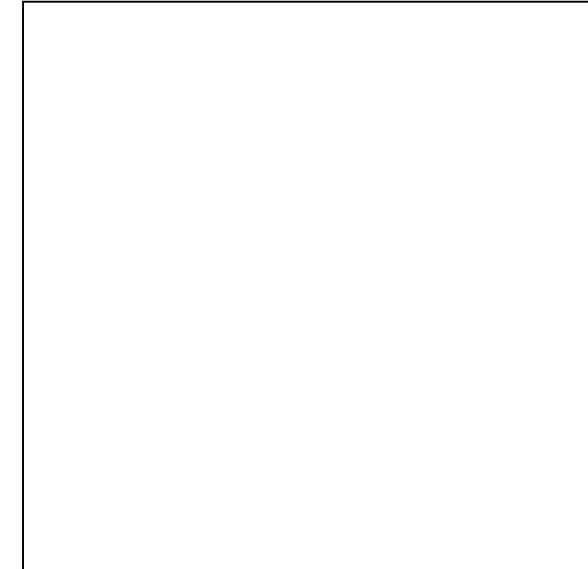
LINE TABLE

LABEL	BEARING	DISTANCE
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L4	N19°26'14"W	40.00'
L5	N27°50'19"W	36.38'
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L7	S70°33'46"W	47.69'
L8	N72°25'48"W	42.58'
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CURVE TABLE

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C10	50.00'	39.87'	38.83'	N21°53'41"W	45°41'38"
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C13	50.00'	2.37'	2.37'	N22°20'27"E	2°42'50"
C14	24.00'	18.07'	17.65'	N02°07'47"E	43°08'11"
C15	15.00'	23.56'	21.21'	N64°26'20"W	90°00'03"
C16	15.00'	23.56'	21.21'	N25°33'40"E	89°59'57"
C17	120.00'	17.59'	17.58'	N23°38'19"W	8°24'01"





THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

SHEET 2 SHEET 3

SHEET 2 SHEET 3

SHEET 3 SHEET 4

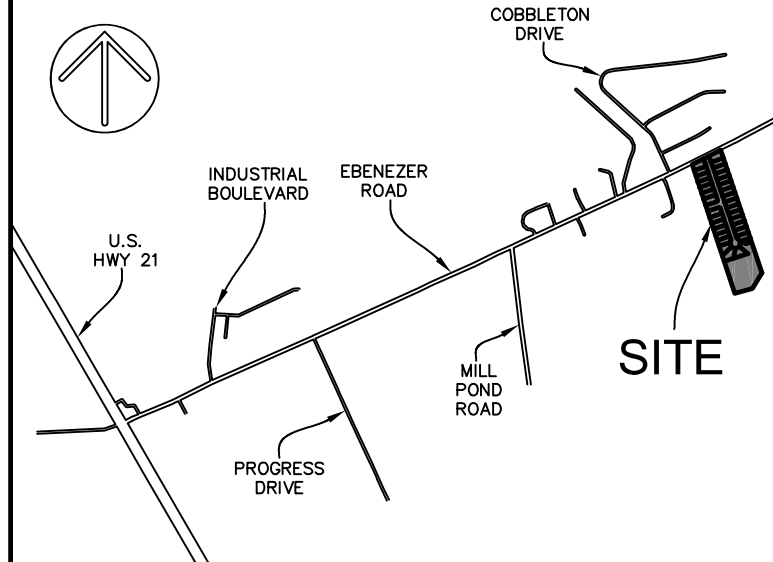
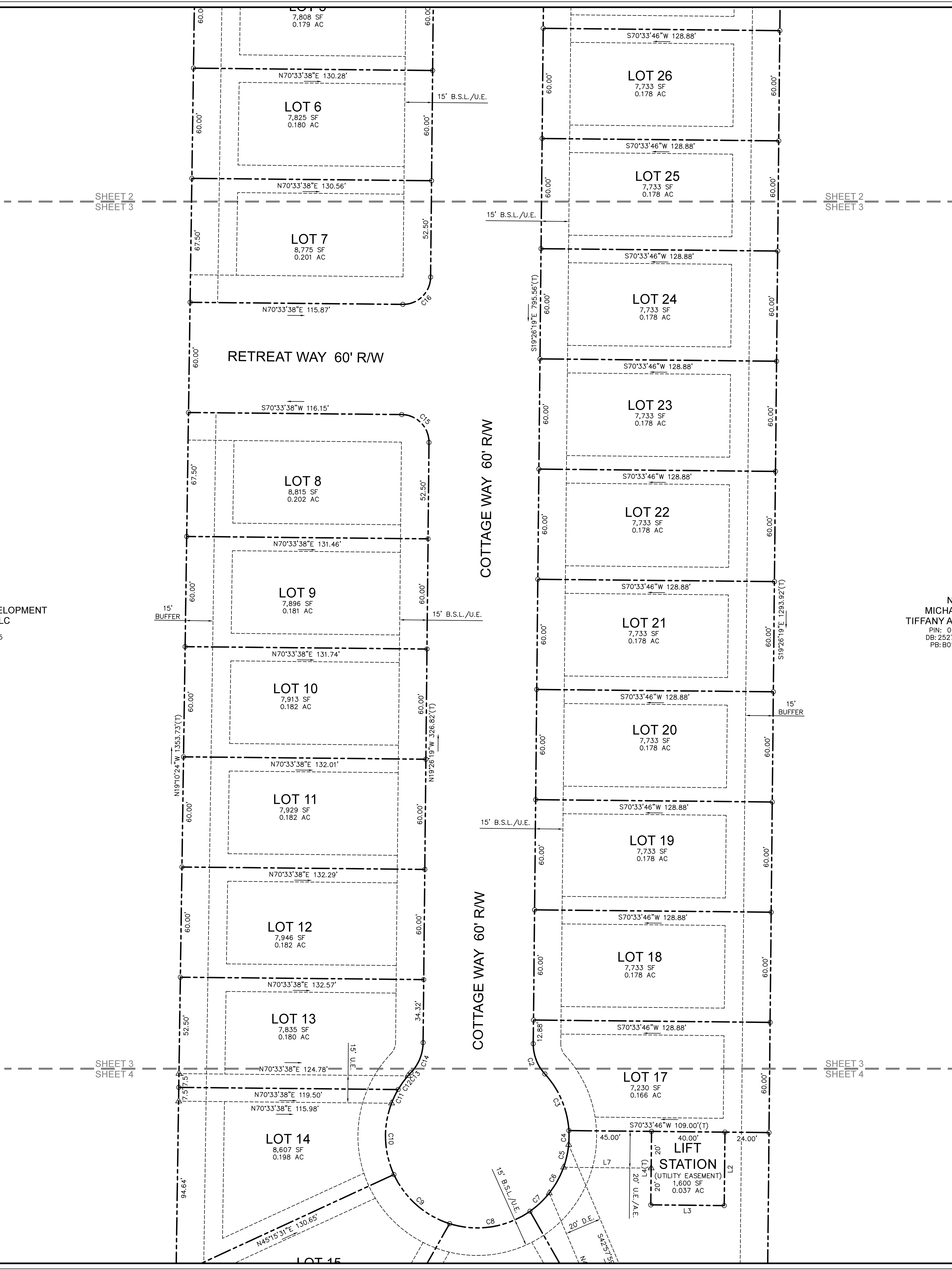
SHEET 3 SHEET 4

N/F CONSTRUCTION DEVELOPMENT INVESTORS LLC
PIN: 04460012
DB: 2740 PG: 425
PB: 29 PG: 180

N/F MICHAELS & TIFFANY A STALLONS
PIN: 04460015
DB: 2527 PG: 425
PB: 013 PG: E

LABEL	BEARING	DISTANCE
L1	S27°50'19"E	35.95
L2	S19°26'14"E	40.00
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L5	N27°50'19"W	36.38
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VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET
 - CMF ■ CONC. MONUMENT FOUND
 - RBF ● IRON REBAR FOUND
 - RBS ○ 5/8" IRON REBAR SET WITH CAP
 - RRIF ● RAILROAD IRON FOUND
 - RRSS ● RAILROAD SPIKE SET
 - A.E. ACCESS EASEMENT
 - B.S.L. BUILDING SETBACK LINE
 - D.E. DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - TB PROPOSED TOP OF BANK
 - /// SIGN EASEMENT AREA

- NOTES
- THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, FIRM PANEL 0278-C COMMUNITY 13103C.
 - HORIZONTAL DATUM IS GEORGIA STATE PLANE GRID, EAST ZONE, (NAD 83) 2011.
 - PRECISION OF PLAT CLOSURE: 1:251,323.
 - SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE OGLETHORPE LANDING HOMEOWNERS ASSOCIATION.

- REFERENCE
- A CAD FILE OF OGLETHORPE LANDING PROVIDED BY ALLEN ENGINEERING ON JULY 29, 2022.
 - DEED BOOK:1957 PAGE: 447
 - PLAT BOOK:26 PAGE:1

PREPARED FOR: CONSTRUCTION DEVELOPMENT INVESTORS, LLC

A SUBDIVISION PLAT OF OGLETHORPE LANDING, #768 EBENEZER ROAD

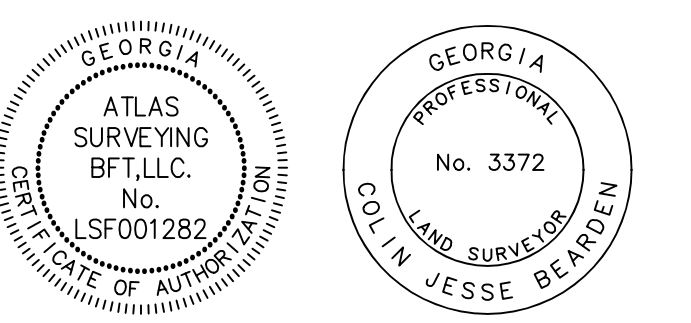
PIN: 04460013 9TH G.M.D. EFFINGHAM COUNTY, GEORGIA

FIELD WORK: DM
FIELD CHECK: CJB
DRAWN BY: KWW
DATE: 10-19-2022
SCALE: 1"=30'
PROJECT No.: BFT-21072
FILE: BFT-21072 SUB.DWG

SHEET 3 OF 4



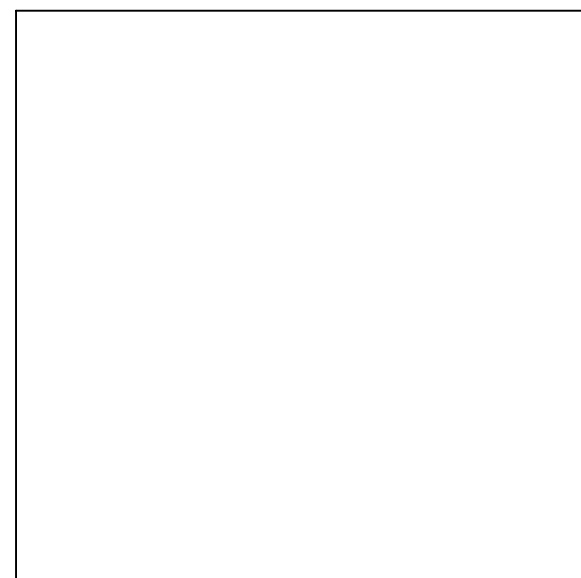
49 BROWN'S COVE ROAD, SUITE #5 RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



(I) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Colin Jesse Bearden

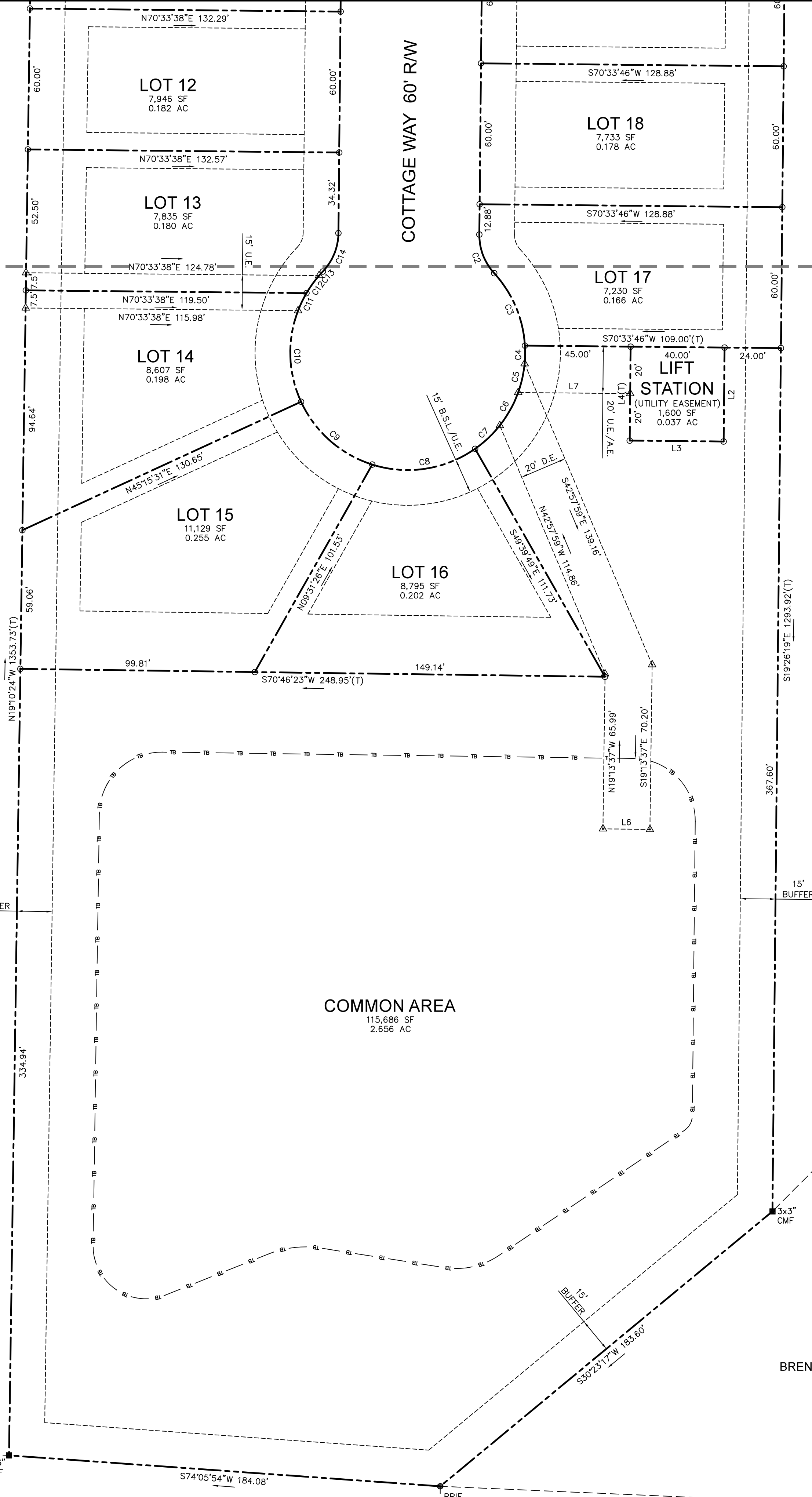
COLIN J. BEARDEN
G.A.P.L.S. No. LS003372



THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

SHEET 3
SHEET 4

SHEET 3
SHEET 4



N/F
CONSTRUCTION DEVELOPMENT INVESTORS LLC
PIN: 04460012
DB: 2740 PG: 425
PB: 29 PG: 180

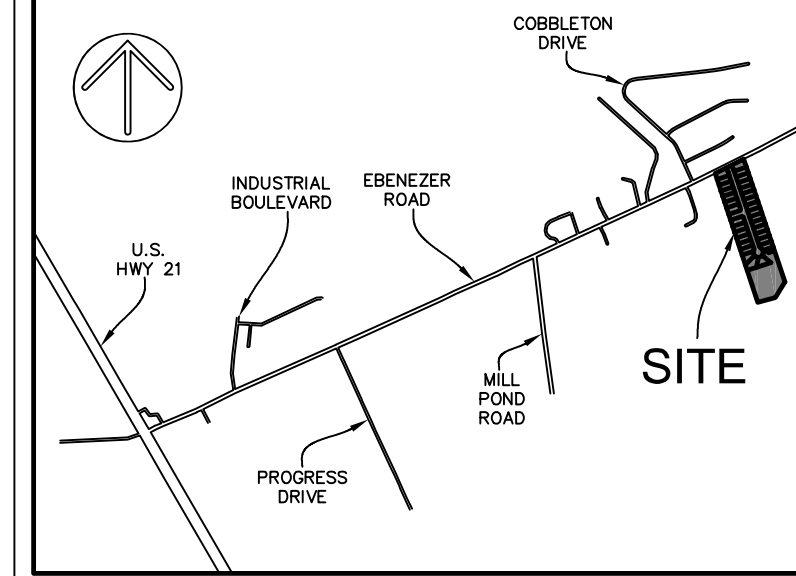
N/F
MICHAEL S & TIFFANY A STALLONS
PIN: 04460015
DB: 2527 PG: 425
PB: B013 PG: E

COMMON AREA
115,686 SF
2.656 AC

N/F
BRENDA SAND ARGAZZI
PIN: 04460019
DB: 683 PG: 299
PB: J PG: 127

N/F
PHILLIP NEWTON KIEFFER & BRANDY HEIDT B AKA BRANDI B
PIN: 04460006
DB: 2473 PG: 642
PB: 28 PG: 286

N/F
JAMES ANDREW ZEIGLER
PIN: 0446003A00
DB: 1444 PG: 124
PB: C122 PG: B1



VICINITY MAP NOT TO SCALE

- LEGEND
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 - TB --- PROPOSED TOP OF BANK
 - //// SIGN EASEMENT AREA

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, FIRM PANEL 0278-C COMMUNITY 13103C.
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PREPARED FOR:
CONSTRUCTION DEVELOPMENT INVESTORS, LLC
A SUBDIVISION PLAT OF
OGLETHORPE LANDING;
#768 EBENEZER ROAD
PIN: 04460013
9TH G.M.D.

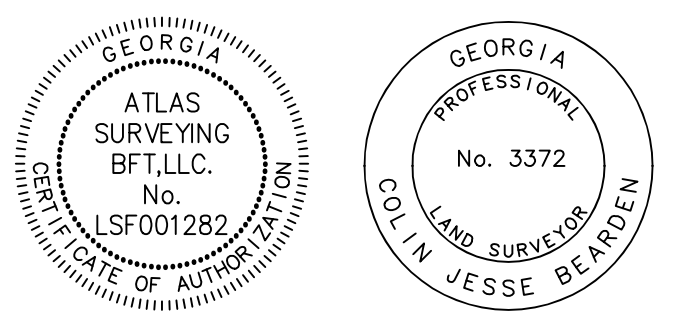
EFFINGHAM COUNTY, GEORGIA

FIELD WORK: DM
FIELD CHECK: CB
DRAWN BY: KMW
DATE: 10-19-2022
SCALE: 1"=30'
PROJECT No.: BFT-21072
FILE: BFT-21072 SUB1.DWG

SHEET 4 OF 4

ATLAS
SURVEYING, INC.

49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



(I) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Colin Jesse Bearden

COLIN J. BEARDEN
G.A.P.L.S. No. LS003372

LINE TABLE

LABEL	BEARING	DISTANCE
L1	S27°50'19"E	35.95'
L2	S19°26'14"E	40.00'
L3	S70°33'46"W	40.00'
L4	N19°26'14"W	40.00'
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L6	S70°46'23"W	20.00'
L7	S70°33'46"W	47.69'
L8	N72°25'48"W	42.58'
L9	N17°09'19"E	42.27'

CURVE TABLE

LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	180.00'	26.39'	26.37'	S23°38'19"E	8°24'01"
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BANK OF NEWINGTON
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Letter of Credit #6355

Re: Construction Development Investors; Oglethorpe Landing Subdivision;
Roads and Storm Drainage

We hereby establish our Irrevocable Letter of Credit #6355 in the aggregate amount of \$50,332.82. This Letter of Credit is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

Available upon presentation of your written request or drafts drawn on us payable at sight for any sum of money not to exceed \$50,332.82 when accompanied by the following documents:

Original of the Irrevocable Letter of Credit; and

A letter signed by an Official of Effingham County stating that all required improvements and installations have not been maintained.

All drafts hereunder must bear the legend "Drawn under Letter of Credit #6355, dated October 18, 2022".

This Letter of Credit shall be for a term of 12 months commencing on October 18, 2022 and shall be automatically renewed unless provided with written notification from the bank no less than 60 days prior to the end of the current term of the Letter of Credit.

Bank of Newington is subject to and will comply with all requirements of the Uniform Customs and Practice for Documentary Credit.

We hereby agree with you and all persons negotiating such drafts, that all drafts drawn and negotiated in compliance with the terms of this letter will be duly honored upon presentment and delivery of the documents specified above to our office:

Bank of Newington; 224 Walton St, Newington, GA 30446; Contact: H.E. Sheppard, Jr. 912-857-4466.

Further, we agree that all fees associated with this Letter of Credit shall not be the responsibility of Effingham County.

Sincerely,

August Shearouse, Market President

BANK OF NEWINGTON
224 WALTON STREET • P.O. BOX 68
NEWINGTON, GEORGIA 30446

BANK OF NEWINGTON
107 WEST OGEECHEE STREET
SYLVANIA, GEORGIA 30467

STATE OF GEORGIA
COUNTY OF EFFINGHAM

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of _____, 2022 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31329 (hereinafter, the “County”), THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “City”), and CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company, having its principal place of business at _____ (hereinafter, “CONSTRUCTION DEVELOPMENT INVESTORS”).

WITNESSETH:

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS is the fee owner of certain land OGLETHORPE LANDING SUBDIVISION as shown upon a plat entitled “A SUBDIVISION PLAT OF OGLETHORPE LANDING #768 EBENEZER ROAD” recorded in Plat Book _____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “OGLETHORPE LANDING”); and

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS, LLC and the City have entered into a Utility Easement Agreement (attached hereto as “Exhibit 1”) granting the City the right to use and exercise all rights in and to the utility easement as shown on that certain map or plat entitled “5-B _____ and recorded in Plat Cabinet _____, Page _____ in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); and

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS and the City have entered into a Water and Sewer Service Agreement (attached hereto as “Exhibit 2”) in order for the City to provide the Oglethorpe Landing with potable water and sanitary sewer services; and

WHEREAS, Oglethorpe Landing is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, the Oglethorpe Landing is located within unincorporated Effingham County; and

WHEREAS, the County intends to accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the utility infrastructure currently owned by CONSTRUCTION DEVELOPMENT INVESTORS, which include, without limitation: lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to Oglethorpe Landing (collectively, the "Facilities") are or will be located within the County-owned right-of-way should the County accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the Facilities are or will be located inside the County-owned rights-of-way; and

WHEREAS, absent agreement to the contrary, property located within a county-owned right-of-way can become the property of that county; and

WHEREAS, the County does not want to own or maintain the Facilities; and

WHEREAS, the City's perpetual ownership of the Facilities is paramount to the City's provision of utility services to Oglethorpe Landing; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the County, the City, and CONSTRUCTION DEVELOPMENT INVESTORS hereby agree as follows:

1. Ownership of the Facilities within the County-owned Right-of-Way. If the City accepts dedication of the Facilities and the County accepts dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1, the City shall forever be the sole owner of the Facilities located within the County-owned roads and rights-of-way, regardless of whether the Facilities are currently within the County-owned roads and rights-of-way, or placed there in the future.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Infrastructure Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt
Its: Chairman

ATTEST: _____
Stephanie Johnson
Effingham County Clerk

THE CITY OF SPRINGFIELD

By: _____
Barton A. Alderman
Mayor, City of Springfield

CONSTRUCTION DEVELOPMENT
INVESTORS, LLC

By: _____
, Manager

Signed, sealed and delivered this
20 day of October, 2022, in
the presence of:

Shanna Patrick
WITNESS

Sylvia Kwon
NOTARY PUBLIC



This Agreement is approved as to form:

By: _____
Lee Newberry
Effingham County Attorney

By:

Benjamin M. Perkins
City Attorney, City of Springfield

EXHIBIT 1

**Utility Easement Agreement between the City of Springfield, Georgia and
CONSTRUCTION DEVELOPMENT INVESTORS, LLC**

EXHIBIT 2

**Water and Sewer Service Agreement between the City of Springfield, Georgia and
CONSTRUCTION DEVELOPMENT INVESTORS, LLC**

EFFINGHAM COUNTY FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____

Date Reviewed: _____ Reviewed by: _____

Name of Subdivision Oglethorpe Landing

Name of Applicant/Agent Toss Allen Phone (912) 667-2667

Company Name Allen Engineering Services

Address P.O. Box 1749 Rincon, GA 31326

Owner of Record* Construction Development Investors, LLC Phone (912) 663-7368

Address 244 Heidt Road • Guyton, GA 31312

Engineer* Allen Engineering Services Phone (912) 667-2667

Address P.O. Box 1749 • Rincon, GA 31326

Surveyor* Atlas Surveying, Inc. Phone (843) 645-9277

Address 49 Brown's Cove Road, Suite #5 • Ridgeland, SC 29936

*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided 10.008 Zoning R-6 Number of Lots 31

Date of sketch plan approval 03/02/2021 Date of preliminary plan approval 10/06/2021

Map#/Parcel# to be subdivided 0446013 List all contiguous holdings in the same ownership:

Map#/Parcel# 0446012

Water supply City of Springfield

Sewer supply City of Springfield

Have any changes been made since this Subdivision was last before the County Commission? No

If so, please describe: _____

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 23 day of September, 2022.

Tiffany Kramer
Notary



Toss Allen
Applicant

Construction Development Investors
Owner

EFFINGHAM COUNTY

FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

Office Use	Applicant Use	
Project Information:		
X		1. Graphic scale.
X		2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
X		3. North arrow.
X		4. Land reference point.
X		5. Point of beginning designated.
X		6. Date of preparation (under Surveyor's signature).
X		7. Name of Subdivision.
X		8. Names of adjacent subdivisions and owners of adjoining parcels of land.
X		9. Names and widths of adjacent streets.
X		10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.
X		11. Plat boundaries darkened.
X		12. Proposed building setback lines.
X		13. Location of all existing easements or other existing features.
X		14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
X		15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
X		16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
X		17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
X		18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
N/A		19. Location of city limits and county lines, if applicable.

X	20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
X	21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS.
X	22. Certificate of Approval – To be signed by County Commission chair.
X	23. Signed Certificate of Accuracy.
X	24. Signed Certificate of Ownership and Dedication – Individuals.
X	25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
X	26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
X	27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
X	28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 23 day of September, 2022.

Salim Petrosh
Applicant

Dwight Kramer
Notary

Construction Development Investors
Owner



Staff Report

Subject: Approval and publication of two job descriptions for GIS.

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Presented By: Tim Callanan, County Manager

Meeting Date: November 1, 2022

Item Description: Approval and publication of two job descriptions for GIS.

Summary Recommendation:

Staff is requesting authorization to approve and publish two job descriptions for GIS.

Executive Summary/Background

GIS Manager – The purpose of this position is to oversee and supervise the management of the County’s enterprise GIS including, but not limited to database management, tangible deliverables, increased efficiencies, and technology transfers to non-GIS staff.

This will be a promotion for the current GIS Coordinator, Ms. Pamela Melser, who has been with the County since April 2021.

GIS Coordinator- The purpose of this position is to create, maintain, manipulate, and plot spatial data and associated databases by using a variety of software and hardware products according to the needs of the County agencies and municipalities, as well as the general public.

This will be a promotion for the current GIS Technician, Mr. Danny Frazier, who has been with the County since November 2020.

Alternatives for Commission to Consider

1. Approve the job descriptions; authorize publication and distribution.
2. Disapprove the job descriptions and provide guidance to staff.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager, GIS, and Human Resources.

Funding Source: Funding through Fiscal Year 23 turnover savings.

Attachments: GIS Manager Job Description
GIS Coordinator Job Description



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Manager	Job Code: #####
Reports to: Director of Development Services	FLSA Status: Exempt
Department: GIS	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Purpose of Classification:

Under limited administrative direction, this position oversees and supervises the management of the County's enterprise GIS including, but not limited to database management, tangible deliverables, increased efficiencies, and technology transfers to non-GIS staff. Supervision Responsibilities: Oversees the recruitment, employment, evaluation, and release of staff and temporary personnel in the GIS Department.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Overall responsibility for ensuring that key GIS work elements and integrated solutions are managed, maintained, and enhanced to meet County needs and requests

Develops workflows to ensure that data collection and updates are being recorded and published in a timely manner

Oversees all enterprise GIS operations including database management and administration, design and implementation, data development, system administration, and technical consulting

Negotiates consulting and service contracts, ensuring terms are met, writes staff reports, and makes presentations to the Board of Commissioners

Manages and leads GIS initiatives with internal and external agencies, adjacent jurisdictions, and the State

Manages enterprise GIS projects and work programs by planning, prioritizing, scheduling, and providing leadership to GIS staff

Trains GIS staff to assist with plat review for internal departments to meet County requirements



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Manager	Job Code: #####
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Principal Duties and Responsibilities (Essential Functions) Continued:**

- Reviews and submits invoices for payment of GIS Department contracts
- Creates and cultivates cartographic standards for County map production
- Researches solutions for County utilization of GIS data including web application development, new software solutions, and mapping integration with existing datasets
- Creates field solutions for data collection
- Implements addressing policies and approves road names for the Planning Board according to ordinances and with Planning staff
- Attends training, seminars, workshops and meetings to maintain current knowledge of industry trends and technology
- Manages GIS staff; trains, assigns, direct, supervises, evaluates, and disciplines personnel within the department
- Develops budget and capital recommendations for the department and administers approved funds; approves department purchases
- Able to work independently, with little supervision, and be self-driven

Additional Functions

- Attends meeting with other departments and County administration to plan, recommend, and/or discuss upcoming projects and policies as required
- Responds to public information requests and develops public information policies and procedures
- Provides assistance to other employees or departments as needed.
- Completes tasks of the GIS Coordinator in their absence.
- Performs other related duties as required.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Manager	Job Code: #####
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MINIMUM QUALIFICATIONS

Bachelor's degree in GIS, Geography, Cartography, Earth Science, or closely related field; supplemented by 8 (eight) years previous experience and/or training that includes knowledge of and skill in the ArcGIS Platform including Desktop, Enterprise, Collector/Field Maps, Online, and Web App Builder; with at least 2 (two) years in a management/administrator role; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

Preferred certifications:

- GIS Certified Professional GISP
- ESRI ArcGIS Desktop Professional
- ESRI ArcGIS Pro Associate or Professional
- ESRI Enterprise System Design Associate or Professional
- ESRI Enterprise Geodata Management Professional
- ESRI Enterprise Administration Professional
- ESRI Enterprise Administration Professional

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction: Requires the ability to function in a managerial capacity for a division or organizational unit. Includes the ability to make decisions on procedural and technical levels.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Manager	Job Code: #####
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PERFORMANCE APTITUDES CONTINUED:

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.

Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

Effingham County, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Manager	Job Code: #####
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qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Coordinator	Job Code: #####
Reports to: GIS Manager	FLSA Status: Non-Exempt
Department: GIS	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Position Overview:

The purpose of this classification is to create, maintain, manipulate, and plot spatial data and associated databases by using a variety of software and hardware products according to the needs of the County agencies and municipalities, as well as the general public.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Creates and QA/QCs GIS data and acquired digital data according to specific requests from County departments using ESRI's Arc suite of products and associated commands needed to process data into a useable format

Coordinates the exchange of GIS datasets to meet contractual obligations

Integrates incoming datasets and maintains data integrity to align with established schemas, coordinate systems, and relational datasets and tables

Maintains field solutions for data collection

Maintains logins and licenses for GIS software users including ArcGIS Online, Eagle View/Pictometry, and RightSpot

Maintains zoning updates in GIS data; makes comparisons and/or corrections referencing zoning maps, deeds, plats, and the Tax Assessor's digest.

Maintains software; loads, reviews, and learns software revisions and upgrades for new software; renews licenses for users, educates coworkers on use of spatial software or operating systems necessary to manipulate, back up, or purge files, hard drive maintenance, configuration, and customization

Coordinates and maintains GIS Licensing agreements



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Coordinator

Job Code: #####

Principal Duties and Responsibilities (Essential Functions) Continued:**

Fields mapping requests from County departments and the public and aligns map production with the cartographic standards of the department

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheets, or other software programs

Updates GIS soil classification and CAMA cloud data for the Tax Assessor's office

Updates and coordinates data layers to be consistent across all GIS software and mapping platforms

Assists in plat review for internal departments

Coordinates addressing with postal officials, Planning and Zoning Departments, E911, and Tax Assessors in alignment with addressing policies and procedures

Implements GIS training under the supervision of the GIS Manager

Attend training, seminars, workshops and meetings to maintains current knowledge of industry trends and technology

Well versed in the use of modeling, and scripting languages (Python, Arcade)

Maintains modeling routines for increased efficiency

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate GIS data, maintenance, exchange of information, or resolve problems

Able to work independently, with little supervision, and be self-driven

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Completes tasks of the GIS Technician in their absence.

Performs other related duties as required.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Coordinator	Job Code: #####
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MINIMUM QUALIFICATIONS

Bachelor's degree in GIS, Geography, Cartography, Earth Science, or closely related field; supplemented by six (6) years previous experience and/or training that includes ESRI's software suite and computer experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

Preferred certifications:

- GIS Certified Professional GISP
- GIS Fundamentals Foundation
- ESRI ArcGIS Desktop Professional
- ESRI ArcGIS Pro Associate or Professional

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction: Requires the ability to exchange information for the purpose of clarifying details within well-established policies, procedures and standards.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: GIS Coordinator	Job Code: #####
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Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

Effingham County, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

STAFF REPORT

Subject: 2023 Stop Loss Renewal- Sun Life

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Presented By: Tim Callanan, County Manager

Meeting Date: November 1, 2022

Item Description: Stop Loss Insurance Renewal for Calendar Year 2023.

Summary Recommendation:

Staff recommends renewal of the Stop Loss Insurance with Sun Life for Calendar Year 2023. The County has had Sun Life Stop Loss Insurance since 1/1/2021. The County's broker, USI, marketed stop loss coverage to seven carriers. They received one quote and four declines. Two carriers' quotes are pending. Initially the 2023 renewal from Sun Life was a 16.2% increase to stop loss premiums and 7% increase to claim factors. After final review, Sun Life's stop loss premium increase was lowered to 7.3% with no increase to claim factors. Overall increase to plan expected to cost 1.5%.

ALTERNATIVES FOR COMMISSION TO CONSIDER:

1. Approve Staff recommendation as noted above and continue contract with Sun Life for Stop Loss Insurance through 12/31/2023.
2. Disapprove recommendation as noted above and provide staff guidance.

FUNDING: Budget projections for Calendar Year 2023 are sufficient to cover costs if Staff recommendations are approved. Costs associated with the recommendations are flat.

RECOMMENDED ALTERNATIVE: Alternative #1

DOCUMENTS ATTACHED: 2023 Effingham County Stop Loss Presentation



October 17, 2022

2023 Stop Loss Marketing Results Effingham County BOC

Jeff Pyatt | Tracy Demarest | Lisa Parker Fort
www.usi.com



Key Report Highlights

- The medical administration with Meritain is in a rate guarantee until January 2024.
- The preliminary Sun Life stop loss renewal increase to ISL premiums is 16%. Final increase was lowered to 7.3% with no increase to claim factors.
- Current medical plan designs are presented and will be updated after Board approval.
- Current Premium Equivalent medical rates are presented and will be updated after the stop loss renewal is finalized.
- Open enrollment dates to be discussed.
- Renewal Timelines & Next Steps will be reviewed and adjusted, if necessary.

Executive Summary

The following summarizes actions and strategies related to the 2023 Effingham County Board of Commissioners employee benefit program renewal.

Summary of January 1, 2023 Renewal

Renewal Carrier	Status	Decision Factors
Meritain TPA COBRA Administration EAP Services	Under rate guarantee	N/A
Sun Life Stop Loss	Renewal received	Preliminary SL renewal increase was 16%. Final rate increase is 7.3% with no increase to claims factors. USI marketed but received no competitive quotes.
MetLife Dental Vision	Dental and Vision renewals received	MetLife renewal increase for dental was 25.1%. USI negotiated a 15% increase. Vision renewal was flat. MetLife rates are below proposals USI obtained from the market.
Mutual of Omaha Basic Life/AD&D Voluntary Life/AD&D Short-Term Disability Long Term Disability	All lines under rate guarantee until 1/1/24	N/A
iSolved FSA Administration	Under rate guarantee	N/A
Renewal Financial Impact		TBD

Marketing Results

Stop Loss Marketing Results
Benefits & Rates Illustrations

Stop Loss Marketing Results

Stop Loss coverage is currently with Sun Life. This is the second renewal with Sun Life.

2022 Renewal:

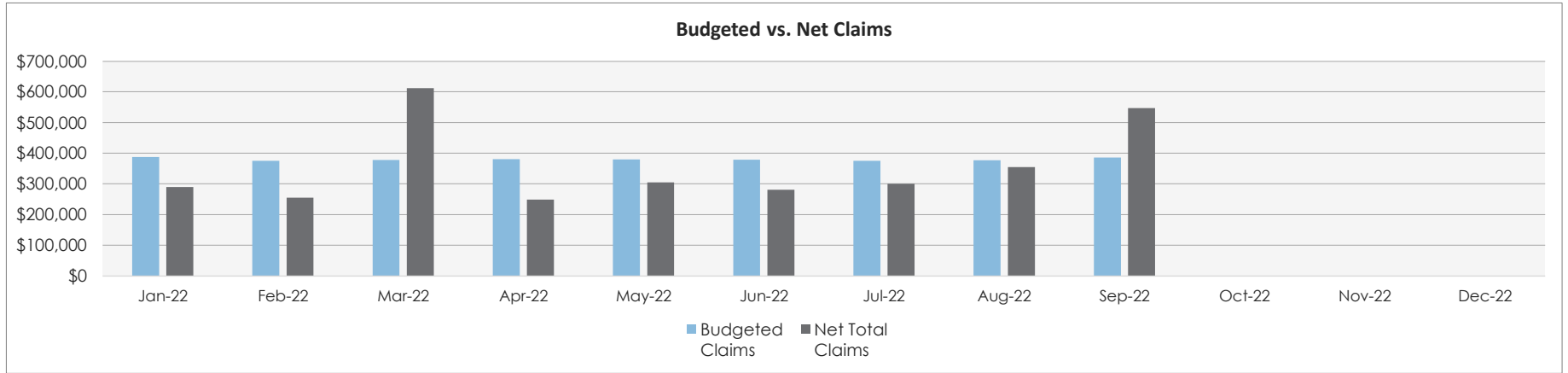
- 2021 was first year self-funded for Effingham County and claims were higher than prior years.
 - One high-cost claimant had claims near \$2M.
 - Overall claims increased due to high inpatient utilization and COVID-19 claims.
- The Sun Life renewal for 2022 was held in check due to USI policy provisions of no new lasers at renewal and 40% renewal cap. The ISL renewal increase for 2022 was 40%.

2023 Renewal:

- The preliminary 2023 renewal from Sun Life was a 16.2% increase to stop loss premiums and 7% increase to claims factors.
- After final review, Sun Life's stop loss premium increase was lowered to 7.3% with no increase to claims factors. Overall increase to plan expected costs is 1.5%.
- Sun Life will lock in renewal without review of September claims.
 - USI received September claims and they were extremely high. Best to lock in now.
- USI marketed stop loss coverage to seven carriers. We received one quote and four declines. Two carriers' quotes are pending.
 - Symetra quote: 7.3% above current on SL premiums and 7.9% higher on claims factors. Expected costs are \$385k higher than Sun Life renewal



Effingham County Board of Commissioners
Medical/Rx Plan - Meritain
2022 Cost Summary



	Enrollment		Fixed Costs			Forecasted Claims	Paid Claims					Total Plan Cost		Position
	(1) Total Members	(2) Total Ees	(3) Admin Fees	(4) Stop Loss Premium	(5) Total 3+4	(6) Budgeted Claims	(7) Medical Claims	(8) Rx Claims	(9) Over SSL	(10) Net Total Claims 7+8+9	(11) Net Claims/Ee 10/2	(12) Budgeted 5+6	(13) Actual Net 5+10	(14) Net Claims / Budgeted 10/6
Jan-22	703	365	\$13,323	\$111,673	\$124,996	\$387,356	\$210,566	\$79,509	-	\$290,075	\$795	\$512,352	\$415,071	74.9%
Feb-22	675	356	\$12,994	\$108,238	\$121,232	\$375,498	\$167,108	\$87,856	-	\$254,963	\$716	\$496,730	\$376,195	67.9%
Mar-22	671	359	\$13,104	\$108,504	\$121,607	\$377,614	\$554,187	\$114,397	(\$56,777)	\$611,807	\$1,704	\$499,221	\$733,414	162.0%
Apr-22	670	360	\$13,140	\$109,396	\$122,536	\$380,578	\$165,383	\$87,415	(\$3,919)	\$248,879	\$691	\$503,114	\$371,415	65.4%
May-22	668	357	\$13,031	\$109,298	\$122,329	\$379,741	\$224,873	\$81,395	(\$1,596)	\$304,673	\$853	\$502,069	\$427,001	80.2%
Jun-22	668	357	\$13,031	\$109,024	\$122,055	\$378,481	\$214,980	\$69,659	(\$3,961)	\$280,678	\$786	\$500,536	\$402,733	74.2%
Jul-22	659	353	\$12,885	\$108,121	\$121,005	\$375,022	\$186,074	\$114,385	(\$520)	\$299,939	\$850	\$496,027	\$420,944	80.0%
Aug-22	662	355	\$12,958	\$108,733	\$121,691	\$377,333	\$224,871	\$129,362	-	\$354,233	\$998	\$499,024	\$475,924	93.9%
Sep-22	669	366	\$13,359	\$110,925	\$124,284	\$385,790	\$421,999	\$125,195		\$547,194	\$1,495	\$510,073	\$671,478	141.8%
Oct-22														
Nov-22														
Dec-22														
Totals	6,045	3,228	\$117,822	\$983,912	\$1,101,734	\$3,417,413	\$2,370,042	\$889,171	(\$66,773)	\$3,192,441	\$989	\$4,519,147	\$4,294,175	93.4%

Notes

1. Aggregate corridor is 125%. Specific Stop Loss is \$125,000.
2. Stop Loss Contract- Specific Stop Loss: 12/15 / Aggregate Stop Loss: 12/12 w/ TLO.



Effingham County Board of Commissioners
Medical Plan
Administrative Fees
January 1, 2023 Renewal Date

Stop Loss Outline	Current
Third Party Administrator	Meritain
USI Preferred TPA	Preferred
Network Name	Aetna Choice POS II
Pharmacy Benefit Manager	CVS
Stop Loss Carrier	Sun Life

Per Employee Per Month Fees	
Medical Administration	\$31.00
COBRA Administration	Included
PBM Interface Fee	Included
Stop Loss Interface Fee	Included
UR / Case Management	Included
Disease Management	\$2.10
Network Access Fee	Included
Telemedicine	\$1.55
EAP	\$1.85
Rate Guarantee	Until 1/1/2024

Additional Fees & Revenue Share	
ATLAS - Arrow Reporting	Included
SBC Preparation	Waived
NYHCRA/HCRA Surcharge Reporting	\$105/Month
Wellness Allowance	N/A
Monthly Administration Fee Waiver	N/A

Total Cost	Ee	
Total PEPM Fees	355	\$36.50
Annual Total		\$155,490
Annual Total		\$155,490

Notes
 1. Enrollment source: Meritain June 2022 Enrollment Report



Effingham County Board of Commissioners
Medical Plan
Self Funded Rates & Factors
January 1, 2023 Renewal Date

Stop Loss Outline	Current	Renewal	Renewal Alt 1	Renewal Alt 2	Option 1	
TPA/Network Name	Meritain	Meritain	Meritain	Meritain	Meritain	
Stop Loss Carrier	Sun Life	Sun Life	Sun Life	Sun Life	Symetra	
Specific Stop Loss (SSL)	\$125,000	\$125,000	\$150,000	\$175,000	\$125,000	
Lasers	\$0	\$0	\$0	\$0	TBD	
Contract Basis	12/15	12/15	12/15	12/15	24/12	
Coverages Included	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	
Automatic SSL reimbursement?	Included	Included	Included	Included	Included	
Annual Reimbursement Max	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
No New Laser at Renewal	Included	Included	Included	Included	Included	
% Rate Cap at Renewal	40%	40%	40%	40%	50%	
Aggregate Stop Loss (ASL)	125%	125%	125%	125%	125%	
Contract Basis	12/12 w/ TLO	12/12 w/ TLO	12/12 w/ TLO	12/12 w/ TLO	24/12	
Coverages Included	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	
Annual Reimbursement Max	\$1 million	\$1 million	\$1 million	\$1 million	\$1 million	
Monthly Accommodation	Included	Included	Included	Included	Not Included	
Minimum Attachment	100%	100%	100%	100%	100%	
Rates firm w/ data		Firm Thru 10/7/22	Firm Thru 10/7/22	Firm Thru 10/7/22	Claims thru 9/30/22	
Fixed Costs	Employees					
Administration	355	\$36.50	\$36.50	\$36.50	\$36.50	\$36.50
Annual Total (with credits)		\$155,490	\$155,490	\$155,490	\$155,490	\$155,490
Specific SL Premium- Employee	207	\$173.46	\$186.50	\$165.84	\$146.06	\$209.09
Specific SL Premium- Employee + Spouse	36	\$421.62	\$453.33	\$403.09	\$355.00	\$416.52
Specific SL Premium- Employee + Child(ren)	58	\$361.40	\$388.57	\$345.52	\$304.30	\$368.84
Specific SL Premium- Family	54	\$622.40	\$669.21	\$595.04	\$524.05	\$625.63
Aggregate SL Premium	355	\$8.67	\$8.67	\$8.67	\$8.67	\$8.98
Annual Total		\$1,304,798	\$1,400,132	\$1,249,083	\$1,104,484	\$1,399,692
Percentage Change			7.3%	-4.3%	-15.4%	7.3%
Annual Total Fixed Costs		\$1,460,288	\$1,555,622	\$1,404,573	\$1,259,974	\$1,555,182
Percentage Change			6.5%	-3.8%	-13.7%	6.5%
Claims Liability						
Maximum Claims- Employee	207	\$753.53	\$753.53	\$777.43	\$799.22	\$811.67
Maximum Claims- Employee + Spouse	36	\$1,529.68	\$1,529.68	\$1,577.22	\$1,620.34	\$1,616.85
Maximum Claims- Employee + Child(ren)	58	\$1,318.02	\$1,318.02	\$1,359.13	\$1,396.41	\$1,430.97
Maximum Claims- Family	54	\$2,235.29	\$2,235.29	\$2,304.27	\$2,366.83	\$2,428.52
Maximum Annual Total		\$4,898,400	\$4,898,400	\$5,051,617	\$5,190,857	\$5,284,304
Percentage Change			0.0%	3.1%	6.0%	7.9%
Expected Annual Total		\$3,918,720	\$3,918,720	\$4,041,293	\$4,152,685	\$4,227,443
Percentage Change			0.0%	3.1%	6.0%	7.9%
Total Cost						
Annual Total Expected Costs		\$5,379,008	\$5,474,342	\$5,445,867	\$5,412,660	\$5,782,625
Change from Current			\$95,333	\$66,858	\$33,651	\$403,616
Percentage Change			1.8%	1.2%	0.6%	7.5%
Annual Total Maximum Costs		\$6,358,688	\$6,454,022	\$6,456,190	\$6,450,831	\$6,839,485
Change from Current			\$95,333	\$97,502	\$92,143	\$480,797
Percentage Change			1.5%	1.5%	1.4%	7.6%



Effingham County Board of Commissioners
Medical Plan
Benefit Outline and Cost Summary
January 1, 2023 Renewal Date

Benefit Outline	Base	Current Buy-up
Carrier	Meritain	Meritain
Plan Type, Name, Network	Aetna Choice POS II	Aetna Choice POS II
Deductible (Individual / Family)	\$2,500 / \$5,000	\$1,500 / \$3,000
Non-network Deductible (Individual / Family)	\$7,500 / \$15,000	\$4,500 / \$9,000
Deductible Embedded / Non-embedded	Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	\$7,350 / \$14,700	\$7,150 / \$14,300
Non-network OOP Max (Individual / Family)	\$21,450 / \$42,900	\$21,450 / \$42,900
Prescription OOP Max (Individual / Family)	Included w/ Medical	Included w/ Medical
Coinsurance (In/Out)	80% / 50%	90% / 50%
Wellness / Preventive Care	100%	100%
Primary Care Office Visit	\$35 copay	\$25 copay
Specialist Office Visit	\$70 copay	\$50 copay
Walk-In / Urgent Care Visit	\$60 copay	\$60 copay
Emergency Room	\$250 copay + 80% (dw)	\$150 copay + 90% (dw)
Outpatient Lab / X-Ray	80% (ad)	90% (ad)
Complex Imaging (MRI, CAT, PET, et.al.)	80% (ad)	90% (ad)
Outpatient Surgical Facility	80% (ad)	90% (ad)
Inpatient Hospital Facility	80% (ad)	90% (ad)
Prescription Deductible (Individual / Family)	\$400 / \$800	\$200 / \$400
Retail Prescription Drug Copays	\$15 / \$45 / \$85	\$15 / \$45 / \$85
Mail Order Prescription Drug Copays	\$15 / \$90 / \$255	\$15 / \$90 / \$255
Specialty Prescription Drugs	20% (ad) up to \$300 max	20% (ad) up to \$300 max

Rates & Total Cost	Base Buy-up			
Employee	122	85	\$910.17	\$994.15
Employee + Spouse	28	8	\$2,002.40	\$2,187.15
Employee + Child(ren)	47	11	\$1,510.88	\$1,650.29
Employee + Spouse & Child(ren)	32	22	\$2,512.09	\$2,743.84
Total Employees	229	126		

Annual Total **\$5,988,286**

Notes

1. (dw) = deductible waived
2. (ad) = after deductible
3. Enrollment source: Meritain August 2022 Enrollment Report.

Stop Loss Marketing Results

Sun Life is offering a new program for Effingham County called Health Navigator

Enhanced Stop Loss Contract

- “Step Down Deductible”: Reduces spec deductible by 10% for engaged members
- 3% reduction in aggregate factors lowers aggregate claims burden.

Member Advantages:

- Health Navigator is a concierge medical intelligence organization. Personal health advisors provide high-touch support to members when faced with a medical condition.
- Access 130 COEs (national and regional institutions) and over 30,000 vetted physicians, as well as 4,500 experts for virtual consultations.
- In operation for 21 years with an NPS score of 93 (extremely high)

Employer Advantages:

- Employers mitigate risk and manage high-cost claims through member health advisory, treatment decision support, expert medical opinions, and fast access to top physicians.
- White glove service provided to employees
- Employers achieve 3:1 ROI resulting in hundreds of thousands to millions saved in unnecessary health care spend. (Based on program cost of \$3.80 pepm. USI is negotiating cost of program for increased ROI.)
- Whiteboard Video: [Health Navigator Video](#)
- Interactive Website: <https://view.ceros.com/sun-life/health-navigator-success-story/p/1>

Staff Report

Subject: Old Augusta Road Corridor Study

Author: Angela Stanley, Project Manager

Department: County Engineering

Meeting Date: November 1, 2022

Item Description: Approval of Old Augusta Road Corridor Study

Summary Recommendation: Staff recommends Approval of the Old Augusta Road Corridor Study

Executive Summary/Background:

- Old Augusta Road is a north-south roadway in southeastern Effingham County and is home to a number of sites that have substantial planned developments, with further sites available and anticipated to be developed in the future. As such, the County has pursued a transportation study along the roadway from SR 21 to Chimney Road, with a focus on access management and long-term needs of the corridor. The study will serve as a more detailed study of the Old Augusta Road corridor, building off of the work that was completed as part of the Effingham County Transportation Master Plan.
- The study is looking at Old Augusta Road from SR 21 to Chimney Road, Chimney Road from Old Augusta Road to SR 21, and SR 21 between Old Augusta Road and Chimney Road.
- The Old Augusta Road Corridor study has all data collection, developer coordination, needs analysis for existing and future conditions, physical improvements, policy recommendations, conceptual roundabout designs.
- This study was done to summarize the findings and preliminary recommendations regarding Old Augusta Road in respects to SR 21 and Chimney Road.
- Study needed to evaluate the impacts of planned developments along Old Augusta Road, as well as future growth in the area.

Alternatives for Commission to Consider

1. Approval of the Old Augusta Road Corridor Study
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager

Funding Source:

Attachments: Pond summarized study



OLD AUGUSTA ROAD CORRIDOR STUDY

TRAFFIC ANALYSIS REPORT

For the corridor of:
Old Augusta Road
Effingham County



Report Prepared For:
Effingham County

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OLD AUGUSTA ROAD CORRIDOR STUDY

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1. INTRODUCTION

This memo was developed in order to summarize the findings and preliminary recommendations regarding the Old Augusta Road Corridor Study. This study analyzes sections of Old Augusta Road, SR 21, and Chimney Road to evaluate the impacts of planned developments along Old Augusta Road, as well as future growth in the study area and aims to determine the appropriate recommendations to meet the corresponding traffic demand.

2. PROJECT BACKGROUND AND EXISTING CONDITIONS

2.1 Project Location

Old Augusta Road is a north-south roadway in southeastern Effingham County. The study area is presented in **Figure 2-1** and includes Old Augusta Road from SR 21 to Chimney Road, Chimney Road from Old Augusta Road to SR 21, and SR 21 between Old Augusta Road and Chimney Road.

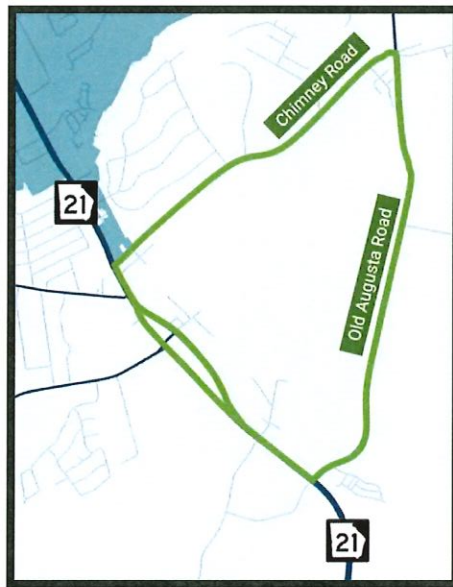


Figure 2-1. Project Area

2.2 Summary of Existing Site

The land use along Old Augusta Road is mostly undeveloped, although a number of large industrial developments are expected in the near future. The primary land use along SR 21 is commercial, while the use along Chimney Road is primarily Residential.

2.3 Bicycle and Pedestrian Facilities

Neither pedestrian facilities nor bicycle facilities are provided along the roadways in the vicinity of the study area with the exception of crosswalks at the intersections of SR 21 with Old Augusta Road, McCall Road, and Goshen Road.

2.4 Existing Transportation Facilities

This section provides a description of the existing roadways within the study area.

- **Old Augusta Road**
Old Augusta Road is a two-lane, north/south undivided roadway with a rural section. The facility has a posted speed limit of 55 MPH and is classified by GDOT as a Major Collector. The roadway has a rural section with no bicycle or pedestrian facilities, with the exception of crosswalks at its intersection with SR 21.
- **SR 21**
SR 21 is a four-lane, north/south divided roadway. The roadway has a posted speed limit of 55 MPH and is classified by GDOT as a Principal Arterial. The roadway has a rural section with no bicycle or pedestrian facilities, with the exception of crosswalks at its intersection with Goshen Road, McCall Road, and Old Augusta Road.
- **Chimney Road**
Chimney Road is a two-lane, east/west undivided roadway with a rural section. The facility has a posted speed limit of 45 MPH and is classified by GDOT as a Local Road. The roadway has a rural section with no bicycle or pedestrian facilities.

While Old Augusta Road is the primary focus of the study, intersections at Chimney Road and SR 21 were also considered. Intersections analyzed at the study, along with respective existing control types are presented in **Table 2-1**. Many of these intersections do not currently exist, as they are future access points for expected developments.

2.5 Study Network Determination

While Old Augusta Road is the primary focus of the study, intersections at Chimney Road and SR 21 were also considered. Intersections analyzed at the study, along with respective existing control types are presented in **Table 2-1**. Many of these intersections do not currently exist, as they are future access points for expected developments.

Table 2-1: Study Intersections

Location	Future Access Point	Existing Control
SR 21 at Old Augusta Road	No	Traffic Signal
Old Augusta Road at Parkers Driveway	Yes	Minor Street Stop Control
Old Augusta Road at South U-Turn Crossover	Yes	N/A
Old Augusta Road at Northgate	Yes	Minor Street Stop Control (Assumed for Existing Conditions)
Old Augusta Road at Exeter/Trailer Yard	Yes	Minor Street Stop Control (Assumed for Existing Conditions)
Old Augusta Road at Cowan South	Yes	Minor Street Stop Control (Assumed for Existing Conditions)
Old Augusta Road at Estes	No	Minor Street Stop Control
Old Augusta Road at Chesterfield/Becknell	Yes	Minor Street Stop Control (Assumed for Existing Conditions)
Old Augusta Road at Cowan Center	Yes	Minor Street Stop Control (Assumed for Existing Conditions)
Old Augusta Road at Cowan North	Yes	Minor Street Stop Control (Assumed for Existing Conditions)
Old Augusta Road at Chimney Road	No	Minor Street Stop Control
SR 21 at Chimney Road	No	Minor Street Stop Control

2.6 Traffic Volumes

Traffic counts were collected Thursday, August 11, 2022. These counts were collected at the study area intersections when local schools were in session and outside of holiday periods. The traffic counts included 6-Hour Turning Movement Counts (7:00AM-9:00AM, 11:00AM-1:00PM, 4:00PM- 6:00PM), which were collected at the existing study intersections, and 24-HR Average Daily Traffic (ADT) counts with classification, which were collected along SR 21 north of Old Augusta Road, Old Augusta Road south of Abercorn Road, and Chimney Road east of BG Lane. The daily volumes along these roadways were recorded as 31,439; 7,607; and 1,329 vpd respectively. Traffic count data is included in **Appendix A**. Diagrams presenting existing traffic volumes are presented in **Appendix B**.

2.7 Heavy Truck Volumes

Vehicle classification counts were conducted as part of the data collection effort. The FHWA classifies vehicles into 13 separate groupings, based on the number of wheels and axles. The percent of traffic comprised of heavy vehicles during each peak hour are summarized in **Table 2-2** below.

Table 2-2: Existing Conditions Truck Percentages

Existing Heavy Vehicle Percentages 2022 Conditions						
Facility	AM Peak Hour			PM Peak Hour		
	Total Volume	HV Volume	Truck %	Total Volume	HV Volume	Truck %
Old Augusta Road	657	35	5.3%	695	64	9.2%
SR 21	1750	241	13.8%	2461	94	3.8%
Chimney Road	134	6	4.5%	112	4	3.6%

3. TRAFFIC FORECASTING

Future traffic volumes were developed for the AM and PM peak hours at study intersections. Scenarios analyzed include year 2024 without traffic generated by the planned development, year 2024 including the planned development generated traffic, and year 2044 including the development traffic as well as long term growth.

3.1 Short-Term Background Growth

In order to project future traffic volumes in the year 2024 independent of the Northgate and Exeter developments, a growth rate of 3.5%, derived from the Effingham County Transportation Master Plan, was utilized and applied to the collected 2022 traffic volumes. ADT data was utilized to determine existing traffic along Old Augusta Road between SR 21 and Chimney Road. Diagrams displaying 2024 volumes before accounting for expected developments are included in **Appendix B**.

3.2 Development Trip Generation and Distribution

3.2.1 Trip Generation

The Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition was utilized to estimate AM and PM peak hour trips, including heavy vehicle traffic, to be utilized in the capacity analysis for the expected development along the corridor. Ten planned developments are expected and were included in the analysis. These developments and their expected access locations are shown in **Figure 3-1**, while **Table 3-1** presents the trip generation results for each location. Heavy vehicle trip generation was also included in the process due to the land use types, so that the impact of these vehicles was accounted for in capacity analysis. The following assumptions were utilized in the Trip Generation process:

- The Becknell development will have an alternate access point at an unsignalized location. As Old Augusta Road provides signalized access to SR 21, it was assumed that 60% of personal vehicle trips and 100% of heavy vehicle trips to and from these facilities will utilize Old Augusta Road.
- The future Trailer Yard development does not have directly applicable land use types in ITE Trip Gen 11th Edition. Intermodal Truck Terminal and General Light Industrial land uses were considered, but the size of the development was well out of the range of sizes applicable to trip generation for these development types and resulted in far more trips than could be reasonably expected. Due to similarities in function between the two land uses, Warehouse land use was utilized to generate trips for these facilities.
- Estes express is an existing facility. While no turning movement count was collected at its access point on Old Augusta Road, it was determined the facility should be considered in this study due to the land use type. Trip generation and distribution was performed to estimate peak hour turning movements at this location; however, these trips were not "carried" through the study network and did not impact other study locations.

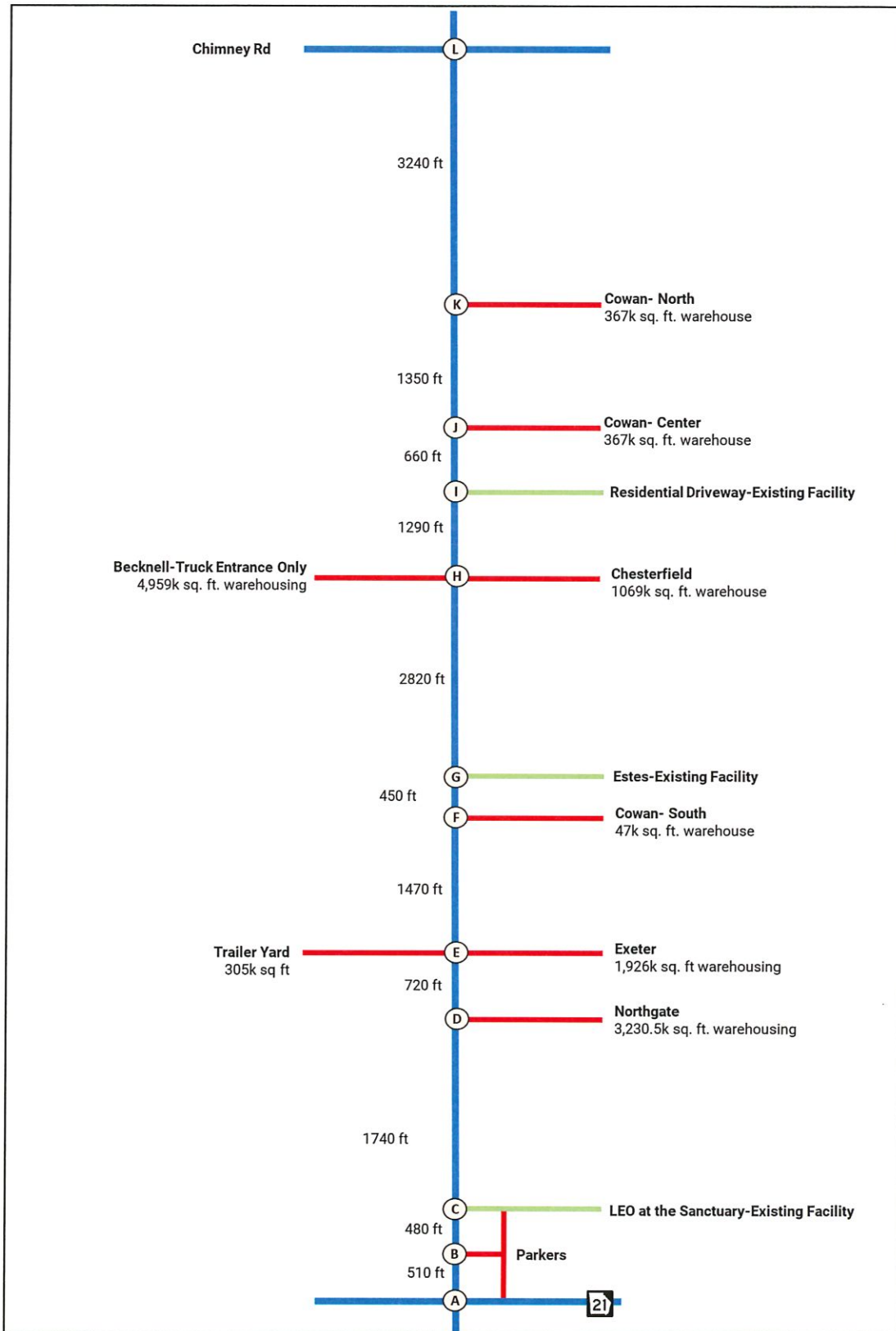


Figure 3-1. Location of Expected Developments

Table 3-1: Expected Development Trip Generation

Development	Land Use	Intensity	Units	AM Peak Hour						PM Peak Hour					
				Entering			Exiting			Entering			Exiting		
				Total Trips	PV Trips	HV Trips	Total Trips	PV Trips	HV Trips	Total Trips	PV Trips	HV Trips	Total Trips	PV Trips	HV Trips
Parkers	944-Gasoline/Service Station	20	Fueling Positions	103	103	0	103	103	0	139	139	0	139	139	0
Northgate	150-Warehousing	3230.5	1000 Square Ft	316	282	34	95	64	31	116	66	50	298	251	47
Exeter	150-Warehousing	1926	1000 Square Ft	196	177	19	59	39	20	72	42	30	186	158	28
Trailer Yard	150-Warehousing	305	1000 Square Ft	46	40	6	14	11	3	18	13	5	45	41	4
Cowan-South	150-Warehousing	47	1000 Square Ft	23	23	0	7	6	1	9	9	0	23	21	2
Chesterfield	150-Warehousing	1069	1000 Square Ft	117	106	11	35	25	10	53	36	17	139	124	15
Becknell	150-Warehousing	4959	1000 Square Ft	476	425	51	143	95	48	250	173	77	643	571	72
Cowan-Center	150-Warehousing	367	1000 Square Ft	52	49	3	16	12	4	18	12	6	48	43	5
Cowan-North	150-Warehousing	367	1000 Square Ft	52	49	3	16	12	4	18	12	6	48	43	5
Estes Express	150-Warehousing	55	1000 Square Ft	23			7			3			7		
Total	N/A	N/A	N/A	1381	1254	127	488	367	121	693	502	191	1569	1391	178

3.2.2 Trip Distribution

Trips were distributed throughout the study network based on the following assumptions:

- All generated personal vehicle trips were distributed to/from either SR 21 south of Old Augusta Road, SR 21 north of Old Augusta Road, or Old Augusta Road north of Chimney Road.
- All generated heavy vehicle trips were distributed to/from either SR 21 south of Old Augusta Road or SR 21 north of Old Augusta Road.
- Personal vehicles were distributed proportionally based on respective peak hour existing directional turning movement patterns at the intersections of Old Augusta Road at SR 21 and Old Augusta Road at Chimney Road. The respective directional volume at each location was compared to the total directional volume for potential distribution location; these ratios were used to assign traffic. **Table 3-2** summarizes this process.
- As heavy vehicles are expected to have different traffic patterns, with heavier travel to and from the interstate, a different methodology was utilized for distribution. Vehicles were distributed proportionally using daily heavy vehicle volumes from GDOT's TADA database. Truck volumes along SR 21 north of Old Augusta Road, I-95 north of Commerce Dr, SR 21 east of I-95, and I-95 south of I-16 were compared, with the distribution performed throughout the network based on the ratio of each volume to the sum of the volumes. As the study area does not include SR 21 east of Old Augusta Road, trips to/from I-95 and SR 21 east of I-95 were distributed in the same manner. **Table 3-3** summarizes this process.
- Generated trips were carried throughout the study area and added to volumes developed using 'background growth' alone.



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Table 3-2: Personal Vehicle Distribution Nodes and Percentages

Period	Direction	Location	PHV	Percentage
AM Peak Hour	Entering	SR 21 SB N/O Old Augusta Road	960	45.2%
		SR 21 NB S/O Old Augusta Road	918	43.3%
		Old Augusta Road SB N/O Chimney Rd	244	11.5%
	Exiting	SR 21 NB N/O Old Augusta Road	790	37.6%
		SR 21 SB S/O Old Augusta Road	1194	56.8%
		Old Augusta Road NB N/O Chimney Rd	119	5.7%
PM Peak Hour	Entering	SR 21 SB N/O Old Augusta Road	917	29.1%
		SR 21 NB S/O Old Augusta Road	1997	63.4%
		Old Augusta Road SB N/O Chimney Rd	235	7.5%
	Exiting	SR 21 NB N/O Old Augusta Road	1544	49.0%
		SR 21 SB S/O Old Augusta Road	1154	36.7%
		Old Augusta Road NB N/O Chimney Rd	450	14.3%

Table 3-3: Heavy Vehicle Distribution Nodes and Percentages

TC Station	Location	HV AADT	Percentage	Distribution
103-0128	SR 21 N/O Commerce Dr	2658	9.5%	To/From SR 21 N/O Old Augusta Road
051-0387	I-95 N/O SR 21	9854	35.0%	
051-0112	SR 21 S/O I-95	4026	14.3%	To/From SR 21 S/O Old Augusta Road
051-0383	I-95 N/O I-16	11587	41.2%	

This methodology was applied to generated personal and heavy vehicle trips for the AM and PM peak hours. Trip distributions are presented in Tables 3-4 and 3-5, while diagrams displaying the distribution of generated total, personal vehicle, and heavy vehicle trips as well as 2024 traffic volumes are included in Appendix B.

Table 3-4: Personal Vehicle Trip Distribution

Development	AM Peak Hour								PM Peak Hour							
	Entering				Exiting				Entering				Exiting			
	PV Trips	From SR 21 N/O Old Augusta Road	From SR 21 S/O Old Augusta Road	From Old Augusta Road N/O Chimney Road	PV Trips	To SR 21 N/O Old Augusta Road	To SR 21 S/O Old Augusta Road	To Old Augusta Road N/O Chimney Road	PV Trips	From SR 21 N/O Old Augusta Road	From SR 21 S/O Old Augusta Road	From Old Augusta Road N/O Chimney Road	PV Trips	To SR 21 N/O Old Augusta Road	To SR 21 S/O Old Augusta Road	To Old Augusta Road N/O Chimney Road
Parkers	103	47	45	11	103	39	58	6	139	40	88	11	139	68	51	20
Northgate	282	128	122	32	64	24	36	4	66	19	42	5	251	123	92	36
Exeter	177	80	77	20	39	15	22	2	42	12	27	3	158	77	58	23
Trailer Yard	40	18	17	5	11	4	6	1	13	4	8	1	41	20	15	6
Cowan-South	23	10	10	3	6	2	3	1	9	3	6	0	21	10	8	3
Chesterfield	106	48	46	12	25	9	14	2	36	10	23	3	124	61	45	18
Becknell	255	115	110	30	57	22	32	3	104	30	66	8	343	168	125	50
Cowan-Center	49	22	21	6	12	5	7	0	12	3	8	1	43	21	16	6
Cowan-North	49	22	21	6	12	5	7	0	12	3	8	1	43	21	16	6
Estes Express	23	10	10	3	7	3	4	0	12	3	8	1	43	21	16	6

Table 3-5: Heavy Vehicle Trip Distribution

Development	AM Peak Hour						PM Peak Hour					
	Entering			Exiting			Entering			Exiting		
	HV Trips	From SR 21 N/O Old Augusta Road	From SR 21 S/O Old Augusta Road	HV Trips	To SR 21 N/O Old Augusta Road	To SR 21 S/O Old Augusta Road	HV Trips	From SR 21 N/O Old Augusta Road	From SR 21 S/O Old Augusta Road	HV Trips	To SR 21 N/O Old Augusta Road	To SR 21 S/O Old Augusta Road
Parkers	0	0	0	0	0	0	0	0	0	0	0	0
Northgate	34	3	31	31	3	28	50	5	45	47	4	43
Exeter	19	2	17	20	2	18	5	0	5	4	0	4
Trailer Yard	6	1	5	3	0	3	22	2	20	24	2	22
Cowan-South	0	0	0	1	0	1	0	0	0	2	0	2
Chesterfield	11	1	10	10	1	9	17	2	15	15	1	14
Becknell	51	5	46	48	5	43	77	7	70	72	7	65
Cowan-Center	3	0	3	4	0	4	6	1	5	5	0	5
Cowan-North	3	0	3	4	0	4	6	1	5	5	0	5
Total	127	12	115	121	11	110	183	18	165	174	14	160

3.3 Long-Term Traffic Growth

Traffic volumes for the year 2044 were developed by applying the long-term growth rate of 1.5% from the Effingham County Transportation Master Plan to 2024 ‘background growth’-only volumes. While in the Transportation Master Plan the short-term growth rate was utilized to grow volumes up to the year 2031, the trip generation and distribution performed captures the aggressive growth between the years 2024 and 2031. was applied to volumes between the years of 2031 and 2044 within the study area. Volumes developed in the trip generation and distribution process were then added to these ‘long-term’ background volumes to develop 2044 traffic volumes. Diagrams presenting 2044 volumes are included in **Appendix B**.

3.4 Heavy Vehicle Percentages

In order to account for the significant volume of heavy vehicle traffic projected to be generated by future development in the area, heavy vehicle percentages for use in capacity analysis were adjusted along Old Augusta Road, SR 21, and Chimney Road. In order to do so, peak hour ADT total and heavy vehicle volumes were grown to 2024 conditions utilizing a growth rate of 3.5%. Peak hour total and heavy vehicle volumes projected generated by future development were added to these 2024 volumes, and new heavy vehicle percentages were calculated. In order to properly account for the truck traffic that is projected, Old Augusta Road south of Northgate/Park of Commerce, SR 21 south of Old Augusta Road, and Chimney Road west of Old Augusta Road were selected as the links to extract generated traffic. This process is summarized in **Table 3-6**. These adjusted heavy vehicle percentages were utilized in capacity analysis.



OLD AUGUSTA ROAD CORRIDOR STUDY

Table 3-6: Heavy Vehicle Percentage Adjustments

Existing Heavy Vehicle Percentages 2022 Conditions						
Facility	AM Peak Hour			PM Peak Hour		
	Total Volume	HV Volume	Truck %	Total Volume	HV Volume	Truck %
Old Augusta Road	657	35	5.3%	695	64	9.2%
SR 21	1750	241	13.8%	2461	94	3.8%
Chimney Road	134	6	4.5%	112	4	3.6%
Background Heavy Vehicle Percentages 2024 Conditions						
Facility	AM Peak Hour			PM Peak Hour		
	Total Volume	HV Volume	Truck %	Total Volume	HV Volume	Truck %
Old Augusta Road	704	38	5.3%	745	69	9.2%
SR 21	1875	258	13.8%	2636	101	3.8%
Chimney Road	144	6	4.5%	120	4	3.6%
Generated Trips Heavy Vehicle Percentages						
Facility	AM Peak Hour			PM Peak Hour		
	Total Volume	HV Volume	Truck %	Total Volume	HV Volume	Truck %
Old Augusta Road	1345	248	18.4%	1536	357	23.2%
SR 21	879	225	25.6%	1027	325	31.6%
Chimney Road	0	0	0.0%	0	0	0.0%
Adjusted Heavy Vehicle Percentages (Background and Generated Traffic)						
Facility	AM Peak Hour			PM Peak Hour		
	Total Volume	HV Volume	Truck %	Total Volume	HV Volume	Truck %
Old Augusta Road	2049	286	14.0%	2281	426	18.7%
SR 21	2754	483	17.5%	3663	426	11.6%
Chimney Road	144	6	4.5%	120	4	3.6%



OLD AUGUSTA ROAD CORRIDOR STUDY

4. CRASH ANALYSIS

Future traffic volumes were developed for the AM and PM peak hours at study intersections. Crash analysis was performed to determine any crash trends indicative of conditions unaccommodating to future development and growth within the study area. Crash data from the years 2017-2021 was extracted from GDOT's Numetric database and analyzed. This was performed for the existing study intersections (excluding the future development access points) as well as along Old Augusta Road between SR 21 and Chimney Road. A summary of this data by crash type and injury severity is presented in **Tables 4-1** through **4-4** below.

Table 4-1: Crash Review Summary for the Intersection of Old Augusta Road and SR 21

Crash Type	K	A	B	C	O	Unknown	Total	Percentage of Total Crashes
Angle (Other)	0	0	0	0	4	0	4	3.8%
Left Angle Crash	0	1	3	5	4	0	13	12.5%
Right Angle Crash	0	0	0	0	0	0	0	0.0%
Rear End	0	0	2	16	42	3	63	60.6%
Head-On	0	0	0	1	0	0	1	1.0%
Sideswipe-Opposite Direction	0	0	0	0	1	0	1	1.0%
Sideswipe-Same Direction	0	0	0	2	9	0	11	10.6%
Not a Collision with Motor Vehicle	0	0	0	0	10	0	10	9.6%
Other/Unspecified	0	0	0	0	1	0	1	1.0%
Total Crashes	0	1	5	24	71	3	104	100%
Crashes Involving Pedestrians	0	0	0	0	0	0	0	0.0%
Crashes Involving Bicyclists	0	0	0	0	0	0	0	0.0%
Crashes Involving Heavy Vehicles	0	0	0	3	12	0	15	14.4%

Table 4-2: Crash Review Summary for the Intersection of Chimney Road and SR 21

Crash Type	K	A	B	C	O	Total	Percentage of Total Crashes
Angle (Other)	0	0	1	1	2	4	17.4%
Left Angle Crash	0	0	0	0	5	5	21.7%
Right Angle Crash	0	0	0	0	0	0	0.0%
Rear End	0	0	0	1	4	5	21.7%
Head-On	0	0	0	0	1	1	4.3%
Sideswipe-Opposite Direction	0	0	0	0	0	0	0.0%
Sideswipe-Same Direction	0	0	0	0	5	5	21.7%
Not a Collision with Motor Vehicle	0	0	0	0	3	3	13.0%
Other/Unspecified	0	0	0	0	0	0	0.0%
Total Crashes	0	0	1	2	20	23	100%
Crashes Involving Pedestrians	0	0	0	0	0	0	0.0%
Crashes Involving Bicyclists	0	0	0	0	0	0	0.0%
Crashes Involving Heavy Vehicles	0	0	1	0	2	3	13.0%

Table 4-3: Crash Review Summary for the Intersection of Chimney Road and Old Augusta Road

Crash Type	K	A	B	C	O	Total	Percentage of Total Crashes
Angle (Other)	0	0	0	1	1	2	33.3%
Left Angle Crash	0	0	1	0	0	1	16.7%
Right Angle Crash	0	0	0	0	0	0	0.0%
Rear End	0	0	0	1	1	2	33.3%
Head-On	0	0	0	0	0	0	0.0%
Sideswipe-Opposite Direction	0	1	0	0	0	1	16.7%
Sideswipe-Same Direction	0	0	0	0	0	0	0.0%
Not a Collision with Motor Vehicle	0	0	0	0	0	0	0.0%
Other/Unspecified	0	0	0	0	0	0	0.0%
Total Crashes	0	1	1	2	2	6	100.0%
Crashes Involving Pedestrians	0	0	0	0	0	0	0.0%
Crashes Involving Bicyclists	0	0	0	0	0	0	0.0%
Crashes Involving Heavy Vehicles	0	1	0	0	0	1	16.7%

Table 4-4: Crash Review Summary for Old Augusta Road Corridor

Crash Type	K	A	B	C	O	Total	Percentage of Total Crashes
Angle (Other)	0	0	0	0	0	0	0.0%
Left Angle Crash	0	0	0	0	1	1	4.8%
Right Angle Crash	0	0	0	0	0	0	0.0%
Rear End	0	0	1	0	1	2	9.5%
Head-On	0	0	0	0	0	0	0.0%
Sideswipe-Opposite Direction	0	0	0	0	0	0	0.0%
Sideswipe-Same Direction	0	0	0	0	2	2	9.5%
Not a Collision with Motor Vehicle	0	0	3	2	11	16	76.2%
Other/Unspecified	0	0	0	0	0	0	0.0%
Total Crashes	0	0	4	2	15	21	100.0%
Crashes Involving Pedestrians	0	0	0	0	0	0	0.0%
Crashes Involving Bicyclists	0	0	0	0	0	0	0.0%
Crashes Involving Heavy Vehicles	0	0	0	0	1	1	4.8%

At the intersection of SR 21 at Old Augusta Road, the majority of crashes are rear-end crashes. As turn lanes are present for all approaches at the intersection, this is likely indicative of congestion-related collisions. The crash data regarding the intersections of Old Augusta Road at Chimney Road and SR 21 at Chimney Road indicates infrequent crashes with no notable trends among crash type. While crashes are infrequent along the Old Augusta Road corridor between SR 21 and Chimney Road, over 75% of crashes are of the Not a Collision with a Motor Vehicle type. Upon further investigation, 4 out of 16 of these incidents (25%) involved collisions with animals while 3 (19%) involved the driver losing control. As there are shoulders and sufficient clear zones along the roadway, the curvature of the facility and rural character may be contributing factors to these crashes. The installation of signage along the approach of the three horizontal curves of the roadway may reduce the frequency of these crashes. The crash datasets utilized for this analysis are included in **Appendix C**.

5. EXISTING AND NO-BUILD CAPACITY ANALYSIS

Capacity analysis was performed utilizing Synchro 11 software. In this study, delay for unsignalized intersections (minor street stop control and roundabout control) was calculated utilizing Highway Capacity Manual (HCM), 6th Edition methodology, while delay for signalized intersections was calculated utilizing Synchro methodology.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level of Service (LOS) describes the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions. The Highway Capacity Manual defines six levels of service: LOS A through LOS F. Level of service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay. Acceptable LOS is typically defined as D or better, although LOS E may be accepted along high volume corridors.

Level of service for unsignalized intersections is calculated for the average controlled delay incurred for vehicles on the stop-controlled approaches. Controlled delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic and acceptable gap time to make the movement from the stop position. LOS is reported as total intersection delay for signalized, all way stop-controlled, and roundabout intersections and as the highest delay approach for minor street stop-controlled intersections. The LOS criteria for unsignalized and signalized intersections is presented in **Table 5-1**. All Capacity analysis results for this study are included in **Appendix D**.

Table 5-1: Level of Service Thresholds

	Unsignalized Intersections	Signalized Intersections
LOS	Average Delay (seconds)	Average Delay (seconds)
A	<= 10	<= 10
B	> 10 and <= 15	> 10 and <= 20
C	> 15 and <= 25	> 20 and <= 35
D	> 25 and <= 35	> 35 and <= 55
E	> 35 and <= 50	> 55 and <= 80
F	> 50	> 80

Source: 2010 Highway Capacity Manual

Existing and no build analysis assumes the existing roadway network, lane configurations, and intersection control types. Scenarios analyzed included AM and PM scenarios for the year 2022, the year 2024 with and without the planned developments, and the year 2044. At the intersections of Old Augusta Road with the development access points, the no build scenarios assumed minor street stop control with no turn lanes. Results are presented in **Table 5-2** below:



OLD AUGUSTA ROAD CORRIDOR STUDY

Table 5-2: Existing and No Build Capacity Analysis Results

ID	Location	Background Growth Only																With Generated Traffic and Existing Network							
		Existing Year 2022				Year 2024								Year 2044											
		AM		PM		Year 2024				Year 2044				Year 2024				Year 2044							
		LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay				
A	SR 21 at Old Augusta Road	B	13.6	A	10	B	14.1	B	11.8	C	20.4	C	23.3	F	108.2	F	91.2	F	141.7	F	145.9				
B	Old Augusta Road at Parkers Driveway	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1382	F	2464	F	1794	F	4579				
N/A	Old Augusta Road at South U-Turn Crossover	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
D	Old Augusta Road at Northgate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	F	3403	F	4063	F	1912	F	6846				
E	Old Augusta Road at Exeter/Trailer Yard	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	F	367.3	F	2115	F	768.9	F	3890				
F	Old Augusta Road at Cowan South	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	E	35.9	F	64.1	F	50.9	F	113.3				
G	Old Augusta Road at Estes	B	14.2	C	15	B	14.9	C	15.8	C	19.3	C	21.2	E	38.2	F	57.6	F	55.5	F	93.7				
H	Old Augusta Road at Chesterfield/Becknell	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	F	409	F	3526	F	1035	F	10293				
J	Old Augusta Road at Cowan Center	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	C	20.3	C	24.3	D	27.1	E	37.4				
K	Old Augusta Road at Cowan North	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	C	18.9	C	22.5	D	25	D	33.9				
L	Old Augusta Road at Chimney Road	B	12.6	C	16.6	B	12.9	C	17.7	C	15.1	D	29.7	C	15.5	C	24.1	C	18.3	E	48.8				
N/A	SR 21 at Chimney Road	F	68.7	F	734.4	F	112.3	F	1378	F	1470	F	14569	F	619.5	F	1567	F	5232	F	***				

The results of the analysis indicate that the traffic generated by the development leads to significant congestion, with unacceptable level of service for most development access points. The additional traffic also leads to an unacceptable level of service at the intersections of SR 21 at Old Augusta Road and Old Augusta Road at Estes. While the intersection of SR 21 at Chimney Road is failing under existing conditions, the added traffic significantly increases delay. These results indicate a need for improvements along Old Augusta Road to accommodate the expected changes in traffic patterns in the near future.

6. ALTERNATIVE DEVELOPMENT

Multiple alternatives were developed for analysis in order to accommodate the projected traffic demand. Alternatives were developed at the intersections of SR 21 at Old Augusta Road and SR 21 at Chimney Road, consisting of improvements to the individual intersections. However, the remaining intersections along Old Augusta Road were developed with the operation of the corridor as a system in mind. One alternative along this section consisted of the installation of a two-way center turn lane along Old Augusta Road while maintaining full access. The other alternatives considered for the section involved access management via the restriction of most driveways to right in/right out configuration with strategically placed crossover locations that may permit a U-turn movement either at a roundabout or traffic signal. These locations were selected using the following principals:

- Attempt to maintain a spacing standard of full access median breaks for rural highways of 2,640 feet or more in accordance with the Georgia Department of Transportation's (GDOT) Driveway and Encroachment Control Manual. The county's goal was to be at or near this spacing standard. This principal was significantly breeched in one location: a U-turn only location south of Northgate access. As a result of the full access locations selected, this is necessary to provide a southbound U-turn location for vehicles attempting to enter Northgate from the north leg of Old Augusta Road without utilizing the traffic signal at SR 21, as the geometry at that intersection is not ideal for U-turning movement. In addition, a northbound U-turn provision is recommended at this location due to accommodate the recommendation of the access driveway for LEO at the Sanctuary to be converted to an RCUT configuration. As there is no minor street volume, queueing is expected to be minimal and the spacing not a concern.
- Prioritize roundabouts/signal placement at locations that provide direct access for higher trip generating developments.
- Prioritize roundabouts/signal placement at four-leg intersections.
- Prioritize roundabout control type over traffic signal control type at locations where the implementation is feasible, as is the preference of Effingham County.

In addition to the intersections and access points quantitatively analyzed in this study, the driveway at LEO at the Sanctuary was considered. A right in/right out configuration would negatively affect the existing residential development, while the location is spaced too closely with the intersection at SR 21 to consider a roundabout or traffic signals. As the access management strategy employed seeks to eliminate all unsignalized full access median breaks along Old Augusta Road, an RCUT configuration was selected at this location. This will allow vehicles to turn left and right into the facility, but only allow right turns exiting; left turning vehicles will make a downstream U-turn.

Alternatives developed for analysis at each location are presented in **Table 6-1**, while a line diagram presenting locations selected for U-turn locations in Old Augusta Road access management alternatives is presented in **Figure 6-1**.



OLD AUGUSTA ROAD CORRIDOR STUDY

Table 6-1: Developed Roadway Improvement Alternatives

ID	Intersection	Existing Control	Alternative 1	Alternative 2	Alternative 3	Alternative 4
A	SR 21 at Old Augusta Road	Traffic Signal	Install Dual Eastbound Left Turn Lanes along SR 21	Install Dual Eastbound Left Turn Lanes, Install Triple Southbound Left Turn Lanes along Old Augusta Road and Widen SR 21 to Six Lanes	Install Displaced Left Turn For Eastbound Left Movement along SR 21	N/A
B	Old Augusta Road at Parkers Driveway	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Right In/Right Out Driveway	Install Right In/Right Out Driveway	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
N/A	Old Augusta Road at South U Turn Crossover	N/A	N/A	Single Lane Unsignalized Median Break w/ Turn Lanes	Single Lane Unsignalized Median Break w/ Turn Lanes	Multi Lane Unsignalized Median Break w/ Turn Lanes
C	LEO at the Sanctuary	Minor Street Stop Control	RCUT	Right In/Right Out	Roundabout	N/A
D	Old Augusta Road at Northgate	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Single Lane Roundabout with Eastbound and Northbound Right Turn Lanes	Install Traffic Signal with Left Turn Lanes along Old Augusta Road	Install Multilane Roundabout
E	Old Augusta Road at Exeter/Trailer Yard	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Right In/Right Out Driveway	Install Right In/Right Out Driveway	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
F	Old Augusta Road at Cowan South	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Right In/Right Out Driveway	Install Right In/Right Out Driveway	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
G	Old Augusta Road at Estes	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Single Lane Roundabout	Install Traffic Signal with Left Turn Lanes along Old Augusta Road	Install Multilane Roundabout
H	Old Augusta Road at Chesterfield/Becknell	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Single Lane Roundabout	Install Traffic Signal with Left Turn Lanes along Old Augusta Road	Install Multilane Roundabout
J	Old Augusta Road at Cowan Center	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Right In/Right Out Driveway	Install Right In/Right Out Driveway	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
K	Old Augusta Road at Cowan North	Minor Street Stop Control (Assumed for Future Conditions)	Install Two Way Left Turn Lane along Old Augusta Road	Install Single Lane Roundabout	Install Traffic Signal with Left Turn Lanes along Old Augusta Road	Install Multilane Roundabout
L	Old Augusta Road at Chimney Road	Minor Street Stop Control	Install Two Way Left Turn Lane along Old Augusta Road	Install Single Lane Roundabout	Install Traffic Signal with Left Turn Lanes along Old Augusta Road	N/A
N/A	SR 21 at Chimney Road	Minor Street Stop Control	Install Left and Right Turn Lanes along Minor Streets	Install Unsignalized RCUT	Install Multilane Roundabout	N/A

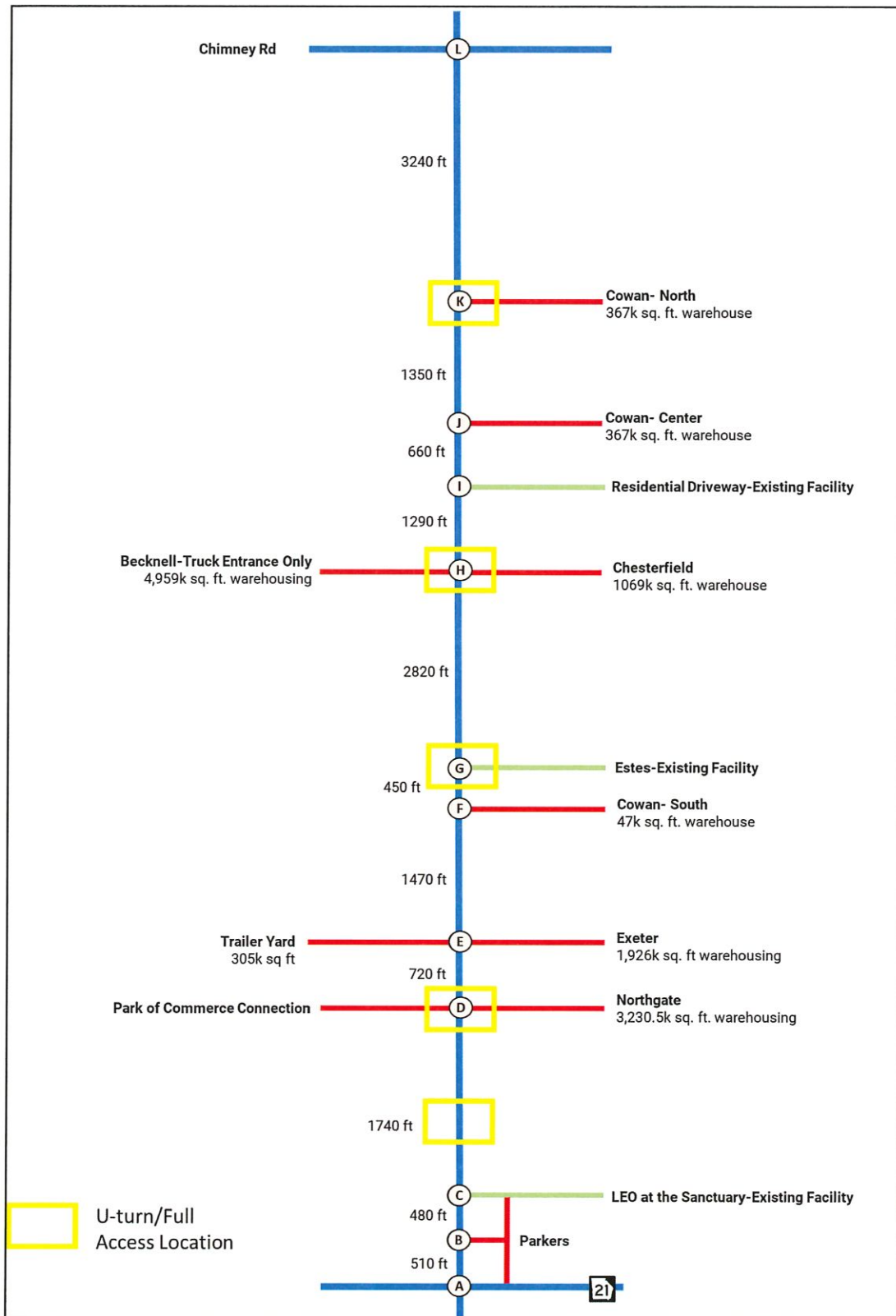


Figure 6-1. U-Turn Locations for Alternatives 2, 3, and 4

7. ALTERNATIVES ANALYSIS RESULTS

Capacity analysis was performed for each developed alternative utilizing the methodology described in the Existing and No Build Capacity Analysis section of this document. The results are presented **Table 7-1** below:

Table 7-1: Capacity Analysis of Alternatives

ID	Location	Build-Alternative 1						Build-Alternative 2						Build-Alternative 3						Build-Alternative 4														
		Year 2024		Year 2044		Year 2044		Year 2024		Year 2044		Year 2044		Year 2024		Year 2044		Year 2024		Year 2044		Year 2024		Year 2044										
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM									
A	SR 21 at Old Augusta Road	C	32.2	E	59.1	D	51.3	F	132	C	23.1	C	25	C	30.7	D	45.1	B	17.2	D	37.8	C	22.8	F	97.3	N/A	N/A	N/A	N/A	N/A	N/A			
B	Old Augusta Road at Parkers Driveway	F	87.4	F	206	F	128	F	311	F	62.7	E	36.4	F	82	F	58.6	F	62.7	E	36.4	F	82	F	58.6	C	20.3	C	17.6	C	20.5			
N/A	Old Augusta Road at South U-Turn Crossover	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13.1	C	18.1	B	13.8	C	20.3	B	13.1	C	18.1	B	13.8	C	20.3	A	8	A	9.8	A	8.7	B	11.1	
D	Old Augusta Road at Northgate	F	88.2	F	704	F	139	F	986	E	36.8	F	113	E	44.9	F	222	E	36.8	F	113	E	44.9	F	222	C	18.8	D	27.3	C	20.2	E	37.8	
E	Old Augusta Road at Exeter/Trailer Yard	E	47.2	F	339	F	71.1	F	578	C	18.1	F	133	D	33.4	F	189	B	11.4	D	37.8	B	14.3	E	63.5	A	8.1	B	14.6	A	9.1	C	17.9	
F	Old Augusta Road at Cowan South	C	19.3	C	24.1	C	22.2	D	29.1	B	14.9	C	16.6	C	16.2	C	19.8	B	14.9	C	16.6	C	16.2	C	19.8	B	11.5	B	12.1	B	11.9	B	13.2	
G	Old Augusta Road at Estes	C	19.7	C	23.5	C	23.1	D	28.2	B	11.6	C	20.2	C	15.8	D	33.7	A	3.3	A	5.9	A	3.8	A	6.4	A	6	A	7.3	A	6.7	A	8.2	
H	Old Augusta Road at Chesterfield/Becknell	C	16.7	F	80.6	C	21.5	F	166	C	17.2	C	19.4	E	36.9	D	31.8	B	10.7	B	16.3	B	16.4	C	23.6	A	7.3	B	10.5	A	8.5	B	12.6	
J	Old Augusta Road at Cowan Center	C	15.1	C	16.8	C	17.6	C	20.4	B	10.4	B	14.6	B	11	C	17.3	B	10.4	B	14.6	B	11	C	17.3	A	9.6	B	11.5	A	9.9	B	12.4	
K	Old Augusta Road at Cowan North	B	14.7	C	16.3	C	17.1	C	19.7	A	8.2	A	9.6	B	11.1	B	13.2	A	2.2	A	4.5	A	2.7	A	6.3	A	5.1	A	5.7	A	5.8	A	6.5	
L	Old Augusta Road at Chimney Road	B	13.4	C	16.8	B	14.9	C	22.8	A	6.4	A	9.6	A	7.6	B	14.7	A	2.8	A	5.7	A	4	B	10.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
N/A	SR 21 at Chimney Road	F	226	F	732	F	2026	F	***	C	17	E	47.6	C	23.4	F	215	B	12.1	E	41.7	C	24.7	F	121	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

The results along the Old Augusta Road Corridor indicate that while the two-way center turn alternative provides a reduction in delay, the provision of a two stage left turn is does not provide sufficient capacity for development access points given high volume and truck percentages along the corridor. The traffic signal and single lane roundabout access management alternatives operate more effectively as right in-right out access reduces the delay at driveways, although U-turn locations experience unacceptable level of service at the Exeter/Trailer Yard access location; while the Chesterfield/Becknell access location operates acceptably under the traffic signal alternative but not as a single lane roundabout. Multilane roundabouts operate at LOS C or better in all scenarios U-turn and full access locations, while widening Old Augusta Road to four lanes provides acceptable level of service for all driveways. Additionally, multilane roundabouts have a lower crash risk and lower maintenance cost than traffic signals with full turn lanes; while there is no concern with queues overflowing or starving left and right turn lanes and negatively affecting operations. In addition, the current low density of development along the corridor is ideal for multilane roundabout installation as the large footprint of the intersection type will have lower costs than in more densely developed areas.

At the intersection of SR 21 at Old Augusta Road, the installation of dual southbound left turn lanes along SR 21 and the provision of a protected phase for the movement drastically reduces delay and operated effectively in 2024 but does not provide sufficient capacity by 2044. The displaced left turn alternative likewise does not meet future demand, indicating a need for general widening along SR 21. In addition to widening and the addition of dual southbound left turn lanes along SR 21, triple southbound left turn lanes are necessary along Old Augusta Road to meet the projected demand in year 2044.

The intersection of SR 21 at Chimney Road is most effectively treated with the restricted crossing U-turn alternative. The addition of turn lanes along Chimney Road still results in excessive delay. In addition, the multilane roundabout alternative does not provide acceptably level of service by year 2044 in spite of the high impact that would be necessitated.

The preferred alternatives for each intersection, selected as a result of the capacity analysis are presented in the **Table 7-2**, while the operational performance of the preferred alternatives are presented in **Table 7-3**.

Table 7-2: Developed Roadway Improvement Alternatives

ID	Intersection	Preferred Alternative
A	SR 21 at Old Augusta Road	Install Dual Eastbound Left Turn Lanes, Install Triple Southbound Left Turn Lanes along Old Augusta Road and Widen SR 21 to Six Lanes
B	Old Augusta Road at Parkers Driveway	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
N/A	Old Augusta Road at South U-Turn Crossover	Multi Lane Unsignalized Median Break w/ Turn Lanes
C	LEO at the Sanctuary	Install Unsignalized RCUT
D	Old Augusta Road at Northgate	Install Multilane Roundabout
E	Old Augusta Road at Exeter/Trailer Yard	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
F	Old Augusta Road at Cowan South	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
G	Old Augusta Road at Estes	Install Multilane Roundabout
H	Old Augusta Road at Chesterfield/Becknell	Install Multilane Roundabout
J	Old Augusta Road at Cowan Center	Widen Old Augusta Road to Four Lanes and Install Right In/Right Out Driveway
K	Old Augusta Road at Cowan North	Install Single Lane Roundabout
L	Old Augusta Road at Chimney Road	Install Single Lane Roundabout
N/A	SR 21 at Chimney Road	Install Unsignalized RCUT



OLD AUGUSTA ROAD CORRIDOR STUDY

Table 7-3: Operational Performance of Recommended Conditions

ID	Location	Preferred Alternative Operational Performance							
		Year 2024				Year 2044			
		AM		PM		AM		PM	
		LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
A	SR 21 at Old Augusta Road	C	23.1	C	25	C	30.7	D	45.1
B	Old Augusta Road at Parkers Driveway	C	20.3	C	17.6	C	21.9	C	20.5
N/A	Old Augusta Road at South U-Turn Crossover	A	8	A	9.8	A	8.7	B	11.1
D	Old Augusta Road at Northgate	C	18.8	D	27.3	C	20.2	E	37.8
E	Old Augusta Road at Exeter/Trailer Yard	A	8.1	B	14.6	A	9.1	C	17.9
F	Old Augusta Road at Cowan South	B	11.5	B	12.1	B	11.9	B	13.2
G	Old Augusta Road at Estes	A	6	A	7.3	A	6.7	A	8.2
H	Old Augusta Road at Chesterfield/Becknell	A	7.3	B	10.5	A	8.5	B	12.6
J	Old Augusta Road at Cowan Center	A	9.6	B	11.5	A	9.9	B	12.4
K	Old Augusta Road at Cowan North	A	8.2	A	9.6	B	11.1	B	13.2
L	Old Augusta Road at Chimney Road	A	6.4	A	9.6	A	7.6	B	14.7
N/A	SR 21 at Chimney Road	C	17	E	47.6	C	23.4	F	214.7

8. CONCLUSION AND RECOMMENDATIONS

The findings of the study indicate a clear need for roadway improvements in order to accommodate the traffic generated by upcoming development. This projected demand can be met with a four lane section from SR 21 through the Chesterfield/Becknell access driveways and a two lane section for the remainder of the corridor. This set of recommendations meets Effingham County's objective of operating the corridor utilizing roundabouts, with two three-leg and three four-leg roundabouts included in the proposed conditions. In addition, the spacing standard of 2640 feet between full access locations is met in all but one section, while the average spacing exceeds the standard.

The existing intersection at LEO at the Sanctuary access driveway is provided RCUT in order to avoid unduly impacting the development while maintaining the access management goals of the study.

Major intersection improvements are required at the intersection of SR 21 at Old Augusta Road in order to accommodate projected demand. Both short term lower cost improvements as well as major capacity improvements are recommended.

The recommendations resulting from the study process are presented below:

- At the intersection of SR 21 at Old Augusta Road, it is recommended to install dual southeast bound left turn lanes along SR 21 in the short to midterm, while the long-term recommendation is to install triple southwest bound left turn lanes along Old Augusta Road and widen SR 21 to six lanes.
- It is recommended to convert the intersection of SR 21 at Chimney Road to an RCUT. While this does not result operations at LOS D standards, it significantly reduces delay at the intersection. Also, it is not uncommon for minor street stop-controlled intersections to operate at LOS E or F conditions during peak hours along arterial roadways. The conversion of a full access minor street stop-controlled intersection to an uncontrolled RCUT also reduces crash risk significantly. The capacity results developed in this study, as well as the residential character of the corridor, indicate Chimney Road is not suitable as a secondary access facility to developments along Old Augusta Road.
- Along Old Augusta Road, it is recommended to install multilane roundabouts at the intersections with Exeter/Trailer Yard access driveways, the Estes Express driveway, and the Chesterfield/Becknell driveway while installing single lane roundabouts at the intersections of Old Augusta Road at Cowan North driveway and Chimney Rd. All other new access points along the facility from SR 21 to Chimney Road are recommended to be restricted to right in/right out access.
- In addition, it is recommended to widen Old Augusta to four lanes with a divided median from SR 21 to north of the Chesterfield/Becknell driveways; however, it is not necessary to complete the widening in order to install multilane roundabouts as the roadway can taper to/from two from/to four lanes north and south of the roundabout locations. Therefore, the roadway widening is recommended as a long-term improvement not critical to accommodate the expected near-term development. It is also recommended to install a median break with left turn lanes at some

location to be determined after further study between the Northgate and LEO at the Summit Access locations to provide for U-turns.

These improvements will result in a corridor that can meet the operational needs of the expected industrial growth along the facility while eliminating side street left turns along the corridor, providing a significant safety benefit. The recommended conditions along Old Augusta Road are summarized in **Figure 8-1**.

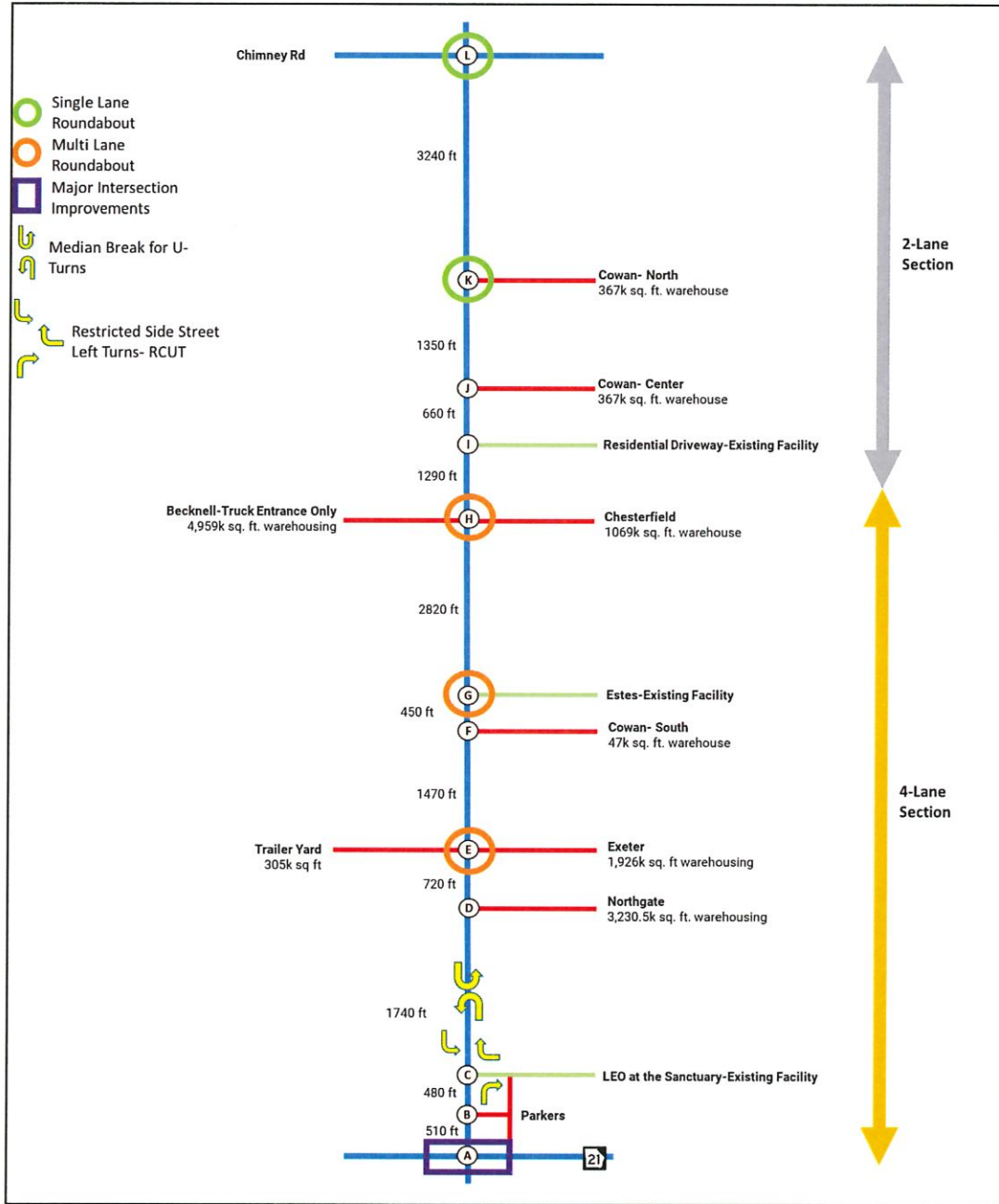


Figure 8-1. Study Recommendations

Appendix

- A. Traffic Count Data**
- B. Traffic Volume Diagrams**
- C. Crash Datasets**
- D. Capacity Analysis**
- E. Effingham County Transportation Master Plan**
- F. Preliminary Overlay Graphic for Planned Developments**

Staff Report

Subject: Approval of Change Order #3 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: November 1, 2022

Item Description: Change Order #3 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan

Summary Recommendation: Staff recommends approval of Change Order #3 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan in the amount of \$30,000

Executive Summary/Background:

- In 2021, the County received a Coastal Incentive Grant for the Stormwater Master Plan.
- The scope of the grant and the contract awarded to Pond and Company to prepare the Masterplan in May 2022. This agreement was based on modeling the 8 southern HUC 12 watersheds. This change order request is to add the northern 7 HUC 12 watersheds that were not included in the original scope.
- Original Contract = \$220,600.00
- Previous change orders = \$24,954.48
- This change order = \$30,000.00
- New Task Order Total = \$275,554.48

Alternatives for Commission to Consider:

1. Approval of Change Order #3 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan in the amount of \$30,000
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Project Manager, Finance

Funding Source: Fund #560-4910-560-54-3000

Attachments: Change Order 3 Request from Pond & Company



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Savannah, Georgia 31405 www.pondco.com

October 19, 2022

Mr. Tim Callanan
County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, Georgia 31329

RE: Stormwater Master Plan | Task Order No. 22-005 – Change Order No. 3: Northern HUC 12 Watershed Modeling

Dear Mr. Callanan:

Pond respectfully requests your approval of Change Order No. 3 as it relates to the Stormwater Master Plan | Task Order No. 22-005. The approved budget for Task 2 – Stormwater Flow Projections was based modeling the 8 southern HUC 12 watersheds. The northern seven HUC 12 watersheds were not included in the original scope and fee. Pond is requesting an additional \$30,000 to complete the modeling of the seven northern HUC 12 watersheds. The breakdown is as follows:

Project: Stormwater Master Plan | Task Order No. 22-005

Contract Date: May 19, 2022

Change Order Effective Date: _____

Change Order Issued to: Pond & Company
49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

ITEM NO.	DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL
1	Stormwater Flow Projections – Northern Part of County	Hours	200	\$150	\$30,000.00
	TOTAL				\$30,000.00

The original Contract Sum was..... \$220,600.00

Net change by previously authorized Change Orders..... \$24,954.48

The Contract Sum prior to this Change Order was..... \$245,554.48

The Contract Sum will be increased by this Change Order \$30,000.00

The new Contract Sum including this Change Order will be \$275,554.48

The Contract Time will be increased by 0 days

The Time allowed for completion is therefore N/A

We thank you for your consideration of this Change Order and look forward to the opportunity to continue to partner with Effingham County on this and future projects.

Pond & Company



Chris Fagerstrom, PE
Associate Principal | Director of Water Resources
Project Manager



Melissa Phillips
Business Development Manager
Client Liaison

Please indicate your ACCEPTANCE below to approve the authorized changes to this Contract.

Owner

Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, Georgia 31329

Name: Wesley Corbitt, Chairman

Signature: _____

Date: _____

Attested by:

Name: Stephanie Johnson, County Clerk

Signature: _____

Date: _____

Consultant

Pond & Company
49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

Name: _____

Signature: _____

Date: _____

Staff Report

Subject: Approval of Change Order #1 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: November 1, 2022

Item Description: Change Order #1 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

Summary Recommendation: Staff recommends approval of Change Order #1 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

Executive Summary/Background:

- The original agreement with RCE for the FDRE of Ash Roads included 13 different roads/areas. Six (6) of the roads were moved from the FDRE project and moved to the LMIG 2022 project.
- Change Order 1 reflects the engineering costs of those six roads and moves them to the LMIG 2022 Agreement with RCE, which will result in a deduction of **(-\$65,000)**. The road breakdown is as follows:
 - **Scuffletown Road**
 - **Courthouse Road Ext.**
 - **Corinth Church Road**
 - **Old Dixie Highway**
 - **Mt. Pleasant Road**
 - **Old Augusta Road 1**
 - **Archer Road**
 - ~~**Old August Road 2**~~
 - **Whitaker Road**
 - **Floyd Avenue**
 - **Clark Road**
 - **Bethany Road**
 - **Bird Road**

Alternatives for Commission to Consider

1. Approval of Change Order #1 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Project Manager, Purchasing

Funding Source: Deduction, no additional funding

Attachments:

1. Change Order #1
2. Request from Roberts Civil Engineering

Change Order # 1

Project: 21-25-004 – Engineering for FDRE for Ash Roads - TSPLOST

Contract Date: June 15, 2021

Change Order Effective Date: November 1, 2021

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Deduction to Agreement	(- \$65,000)	(- \$65,000)
	- Roads moved to LMIG Agreement		
	TOTAL		(- \$65,000)

The original Contract Sum was.....\$ 449,285.00
 Net change by previously authorized Change Orders.....\$ 0
 The Contract Sum prior to this Change Order was.....\$ 449,285.00
 The Contract Sum will be decreased by this Change Order..... (-\$ 65,000)
 The new Contract Sum including this Change Order will be.....\$ 384,285.00

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

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



Roberts Civil Engineering Municipal Team
Additional Service Proposal #1
to
Effingham County Full Depth Reclamation (FDRE) Project

October 5, 2022



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Ms. Angela Stanley
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Add Service Proposal #2 to Full Depth Reclamation (FDRE) Project

Dear Ms. Stanley,

Following up on our various conversations regarding our Effingham County FDRE and 2022 LMIG Projects, we respectfully request an adjustment of our FDRE Project Not to Exceed Fee for shifting the work scheduled to be performed on Bethany Road, Bird Road, Clark Road, Floyd Avenue, Old Augusta Road II, and Whitaker Road to our 2022 LMIG Project. As discussed, this FDRE Project Not to Exceed Fee Reduction is a simple Fee Shift to follow the enhancements on these former FDRE roads that were shifted to our 2022 LMIG Project. We will simultaneously submit a separate balancing Fee Increase Proposal to our Effingham 2022 LMIG Project.

Thank you again for the opportunity to serve Effingham County on both of these important projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "Johnathan Roberts".

Johnathan Roberts, P.E.
President

FEE PROPOSAL

PreConstruction Phase and Construction Phase Services:

Shift Fee to Effingham 2022 LMIG Project:	<u>(\$ 65,000.)</u> Not to Exceed Fee
Total:	(\$ 65,000.) Not to Exceed Fee

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County. In accordance with the Terms and Conditions of that agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to properly and efficiently complete the Project, and that there is the potential for Fee Savings assuming normally anticipated paving repairs.

Staff Report

Subject: Approval of Change Order #1 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: November 1, 2022

Item Description: Change Order #1 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

Summary Recommendation: Staff recommends approval of Change Order #1 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

Executive Summary/Background:

- Request 1 included in this Change Order is for the design and construction management for improvements to the Sandhill Complex. These improvements will improve the parking/line-up situation for parents picking up their children from the school.
- Request 2 included in the Change Order is the \$65,000 that was deducted from the FDRE Design/CM Agreement. Six (6) of the roads from the FDRE project were moved to the LMIG 2022 project.
- The total for this change order is \$78,200.00 bringing the overall agreement total to \$136,227.00.

Alternatives for Commission to Consider

1. Approval of Change Order #1 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering for \$78,200
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Public Works

Funding Source: Req 1- There is no funding for the Sandhill Improvements at this time. A budget amendment will be necessary. Req 2- TSPLOST already budgeted.

Attachments:

1. Change Order
2. RCE Request 1
3. RCE Request 2

Change Order # 1

Project: 2022 LMIG Support and CM Services

Contract Date: December 15, 2021

Change Order Effective Date: November 1, 2021

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Driveway Improvements for the Sandhill Complex		
	- PreConstruction Phase Services	\$6,600.00	\$6,600.00
	- Construction Phase Services	\$6,600.00	\$6,600.00
2	Roads moved to LMIG Agreement from FDRE Agreement	\$65,000.00	\$65,000.00
	TOTAL		

The original Contract Sum was.....\$ 58,027.00
 Net change by previously authorized Change Orders.....\$ 0
 The Contract Sum prior to this Change Order was.....\$ 58,027.00
 The Contract Sum will be increased by this Change Order.....\$ 78,200.00
 The new Contract Sum including this Change Order will be.....\$ 136,227.00

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

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



Roberts Civil Engineering Municipal Team
Additional Service Proposal #1
to
Effingham County 2022 LMIG Support and CM Services Project

October 5, 2022



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Ms. Angela Stanley
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Add Service Proposal #1 to 2022 LMIG Support and CM Services Project

Dear Ms. Stanley,

The Roberts Civil Engineering Municipal Team is pleased to submit this Add Service Proposal to Effingham County for the Design and Construction Administration of the Driveway Improvements at your Sand Hill Sports Complex. We appreciate this additional opportunity to serve Effingham County.

We are prepared to commence Design Phase Services immediately upon your authorization to begin.

My Team and I look forward to meeting with you at your convenience to discuss how we can best serve Effingham County.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Johnathan Roberts'.

Johnathan Roberts, P.E.
President

PROPOSED WORK PLAN

Planning, Design, Specification

Upon your authorization to begin, the Roberts Civil Engineering Municipal Team will meet with representatives of the Effingham County Parks and Landscape Department and with you to define and study the Driveway access and egress issues at the Sports Complex, and will work to design an appropriate solution. Upon County approval of a Design Concept, we will generate a basic Design for the necessary improvements.

Contract Document Packaging

It is our understanding that the improvements at the Sports Complex will be contracted for and constructed as part of our existing 2022 LMIG Project, and that it is the County's intention for our 2022 LMIG Project Contractor, McLendon Enterprises, Inc., to be included on the Sports Complex Team. We will oversee and manage the process of adjusting McLendon's existing 2022 LMIG Agreement to incorporate the scope of these improvements.

Construction Management

The Roberts Civil Engineering Municipal Team will provide comprehensive Construction Management services during the Sports Complex Driveway improvements. RCE will plan and lead pre-construction planning meetings, plan and lead weekly onsite meetings with all stakeholders, provide RFI review and responses, facilitate scheduling and access coordination, provide and document weekly site quality control inspections, evaluate Contractor pay requests, review Contractor materials testing results, conduct final punch list inspections, and support final project close-out approvals. The RCE team understands the vital importance of clear and open lines of communication between Effingham County staff, the Construction Management team, and the Contractor. RCE will provide the documentation of the weekly onsite meetings and weekly site quality control inspections necessary to keeping the Contractor successfully on schedule. RCE will proactively address unforeseen challenges. Ensuring the success of the Project for the Residents of Effingham County is our mission.

FEE PROPOSALS

PreConstruction Phase Services:

Planning, Design Support (40 Hour Allow): \$ 6,600. Not to Exceed Fee

PreConstruction Phase Services Total: \$ 6,600. Not to Exceed Fee

Construction Phase Services:

Contracting, CM Support (40 Hour Allow): \$ 6,600. Not to Exceed Fee

Construction Phase Services Total: \$ 6,600. Not to Exceed Fee

Project Total: \$ 13,200. Not to Exceed Fee

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees for LMIG Application Support and Project Management are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County. In accordance with the Terms and Conditions of that agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to properly and efficiently manage the PreConstruction and Construction Phases of the Project, and that there is the potential for Fee Savings within each of our Not to Exceed Fees assuming normally anticipated paving repairs. If it is determined that the scope of the work at the Sand Hill Sports Complex is to be expanded, RCE reserves the right to negotiate mutually- equitable adjustments to our proposed Construction Phase Services Not to Exceed Fee.

The Roberts Civil Engineering Municipal Team would be honored to serve Effingham County with both PreConstruction Phase and Construction Phase Services. RCE proposes to earn the future Construction Phase award by first delivering superior PreConstruction Phase service. Effingham County may purchase PreConstruction Services alone without any obligation to purchase future Construction Phase Services.



Roberts Civil Engineering Municipal Team
Additional Service Proposal #2
to
Effingham County 2022 LMIG Support and CM Services Project

October 5, 2022



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Ms. Angela Stanley
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Add Service Proposal #2 to 2022 LMIG Support and CM Services Project

Dear Ms. Stanley,

Following up on our various conversations regarding our Effingham County FDRE and 2022 LMIG Projects, we respectfully request an adjustment of our 2022 LMIG Project Not to Exceed Fee for managing the work scheduled to be performed on Bethany Road, Bird Road, Clark Road, Floyd Avenue, Old Augusta Road II, and Whitaker Road. As discussed, this adjustment is not a Fee Increase, but rather a simple Fee Shift from our FDRE Project Not to Exceed Fee to follow the enhancements on these former FDRE roads that were shifted to our 2022 LMIG Project. We will simultaneously submit a separate balancing Fee Reduction Proposal to our Effingham FDRE Project.

Thank you again for the opportunity to serve Effingham County on both of these important projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "Johnathan Roberts".

Johnathan Roberts, P.E.
President

FEE PROPOSAL

PreConstruction Phase and Construction Phase Services:

Shift Fee from Effingham FDRE Project:	<u>\$ 65,000.</u> Not to Exceed Fee
Total:	\$ 65,000. Not to Exceed Fee

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County. In accordance with the Terms and Conditions of that agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to properly and efficiently complete the Project, and that there is the potential for Fee Savings assuming normally anticipated paving repairs.

Staff Report

Subject: Approval of Change Order #1 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: November 1, 2022

Item Description: Change Order #1 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

Summary Recommendation: Staff recommends approval for Change Order #1 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$148,484.00

Executive Summary/Background:

- Staff requested a change order from Roberts Civil Engineering for the design and construction management of two additional intersections:
 - Hodgeville Road @ Scuffletown Road - \$74,242
 - Hodgeville Road @ Forest Haven Road - \$74,242
- The original contract amount is \$742,423.00
- The change order amount is \$148,484.00
- The new contract total is \$890,907.00

Alternatives for Commission to Consider

1. Approval for Change Order #1 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$148,484.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

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

Funding Source: TSPLOST

Attachments:

1. Change Order #1
2. RCE Request

Change Order # 1

Project: 22-25-006 – Engineering/Design of TSPLOST Intersections

Contract Date: December 7, 2021

Change Order Effective Date: November 1, 2021

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Hodgeville Road and Scuffletown Road.	\$74,242.00	\$74,242.00
2	Hodgeville Road and Forest Haven Drive	\$74,242.00	\$74,242.00
	TOTAL		\$148,484.00

The original Contract Sum was.....\$ 742,423.00
 Net change by previously authorized Change Orders.....\$ 0
 The Contract Sum prior to this Change Order was.....\$ 742,423.00
 The Contract Sum will be increased by this Change Order.....\$ 148,484.00
 The new Contract Sum including this Change Order will be.....\$ 890,907.00

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

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



Roberts Civil Engineering Municipal Team

Additional Service Proposal #1

to

Effingham County TSPLOST Intersections Design and CM Services Project

October 20, 2022



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Ms. Angela Stanley
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Add Service Proposal #1 to TSPLOST Intersections Design and CM Services Project

Dear Ms. Stanley,

Following up on our various conversations regarding the addition of two new Hodgeville Road Intersection Designs to our Effingham County TSPLOST Intersections Project, we respectfully request an adjustment of our Project Not to Exceed Fee to provide the requested Design and CM Services for these additional Intersections. The new Intersections will be at the Hodgeville Road intersections with Forest Haven Drive and with Scuffletown Road.

Thank you again for this additional opportunity to serve Effingham County on both of these important projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "Johnathan Roberts".

Johnathan Roberts, P.E.
President

FEE PROPOSAL

Design and CM Services:

Hodgeville Road at Forest Haven Drive: \$ 74,242.

Hodgeville Road at Scuffletown Drive: 74,242.

Total: \$ 148,484. Not to Exceed Fee

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County. In accordance with the Terms and Conditions of that agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to properly and efficiently complete the Project, and that there is the potential for Fee Savings assuming normally anticipated paving repairs.

Staff Report

Subject: Award of PO 23-REQ-011 to Dobbs Equipment for the purchase of a tractor and boom ax for the Public Works Department

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: November 1, 2022

Item Description: PO 23-REQ-011 to Dobbs Equipment for the purchase of a tractor and boom ax for the Public Works Department

Summary Recommendation: Award of PO 23-REQ-011 to Dobbs Equipment for the purchase of a tractor and boom ax for the Public Works Department in the amount of \$191,644.67

Executive Summary/Background:

- Staff published an RFQ to obtain quotes for the purchase of a tractor and boom ax for the Public Works Department. 372 vendors were notified through the OpenGov site, and three (3) quotes were submitted.

#1 Dobbs Equipment, LLC.	\$191,644.67
#2 Blanchard Equipment Co.	\$196,127.44
#3 Atlantic and Southern Equipmen	\$199,880.56

- All submittals were reviewed by EOM staff and the recommendation is award to Dobbs Equipment, LLC in the amount of \$191,644.67.

Alternatives for Commission to Consider

- Award of PO 23-REQ-011 to Dobbs Equipment for the purchase of a tractor and boom ax for the Public Works Department in the amount of \$191,644.67
- Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Finance, Public Works/EOM, Purchasing

Funding Source: \$185,000 budgeted, amendment will be needed for remainder

Attachments:

1. PO 23-REQ-011

PURCHASE ORDER

Item XII. 11.

Effingham County Board of Commissioners

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

DATE: 11/1/2022
P.O. # 23-REQ-011

VENDOR

Dobbs Equipment, LLC
1206 Blaylock St.
Albany, GA 31705

ATTN : John Padgett
(912) 677-7601, arthur.padgett@dobbsequipment.com

SHIP TO

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

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

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Purchase of a Tractor and Boom Ax	1	\$191,644.67	\$191,644.67

SUBTOTAL	\$ 191,644.67
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 191,644.67

OTHER COMMENTS OR SPECIAL INSTRUCTIONS

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

Dobbs Equipment, LLC. agrees to furnish one new tractor and boom ax as described in the County's RFQ 23-REQ-011 and related addendums. The County references the terms, conditions and specifications contained in the County's RFQ 23-REQ-011 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

Dobbs Equipment, LLC. - SIGNATURE

TITLE

Dobbs Equipment, LLC. - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN
AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE

Item XII. 11.

IC WO

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) EFFINGHAM COUNTY PUBLIC WORKS			
STREET or RR 601 N LAUREL ST			
CITY SPRINGFIELD	STATE GA	ZIP CODE 31329	COUNTY Effingham
PHONE NUMBER 912-754-2141	EMAIL ADDRESS		
REWARDS # 993051006			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Dobbs Equipment		Dealer Account No. : 177352	
STREET or RR 50 Morgan Industrial Blvd			
CITY SAVANNAH	STATE GA	ZIP CODE 31408	Phone Number 912-964-7370
Date Of Order: Aug 30, 2022			
Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 92 Highway Mowing	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE :	Use State/Province	COUNTY CODE				
(Initials) _____		Use County EFFINGHAM	GA	103				
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials) _____						
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				2022 ALAMO 6110M 24' SAMURAI/60" ROTARY Stock # F6890950	0		\$ 191,644 67
1					Georgia Contract#: SPD0000102-0003	0		\$ 0 00
- DECLINED :John Deere Preventative Maintenance :								
- DECLINED :John Deere Extended Warranty :								
(1) TOTAL CASH PRICE								\$ 191,644 67

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 191,644 67
				(5) SUBTOTAL	\$ 191,644 67
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7))	\$ 191,644 67



Quote ID: 27350065

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version [] (Initials) and understands its terms and conditions.

Purchaser (First Signer)	EFFINGHAM COUNTY PUBLIC WORKS	Signature	_____	Date	_____
Purchaser (Second Signer)	[]	Signature	_____	Date	_____
Dealer Representative	Dobbs Equipment	Signature	_____	Date	_____
Salesperson	PADGETT,JOHN	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: []	Purchaser Signature	_____
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- C&F Warranty Hitachi Warranty Show Details
 Timberjack Warranty

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products*:** 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claim for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Staff Report

Subject: Approval of four PO's for the purchase of equipment for the new fire engines

Author: Alison Bruton, Purchasing Agent

Department: Fire Department

Meeting Date: November 1, 2022

Item Description: PO's for the purchase of equipment for the new fire engines

Summary Recommendation: Staff recommends approval of PO's for the purchase of various equipment for the recently approved three (3) new engines for the fire department.

Executive Summary/Background:

- In September, staff published an RFQ for various pieces of equipment that will be used on three new fire engines. Staff also requested additional sections of hose based on findings during their hose inspections.
- This is a line item award project, so various items are being purchased from four (4) different vendors. The totals are as follows and reflect shipping charges:
 - FireLine, Inc. - \$56,495.00
 - Georgia Fire & Rescue Supply - \$23,416.85
 - NAFECO - \$4,881.65
 - Ten-8 Fire & Safety, LLC - \$101,099.66
- Chief Hodges has reviewed the equipment listing and recommends approval to the vendors in the totals listed above.

Alternatives for Commission to Consider

1. Approval of PO's with FireLine, Inc. for \$56,495.00, Georgia Fire & Rescue Supply for \$23,416.85, NAFECO for \$4,881.65, and Ten-8 Fire & Safety, LLC for \$101,099.66
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Fire, Finance

Funding Source: SPLOST

Attachments:

- PO for FireLine, Inc. - \$56,495.00
- PO for Georgia Fire & Rescue Supply - \$23,416.85
- PO for NAFECO - \$4,881.65
- PO for Ten-8 Fire & Safety, LLC - \$101,099.66

				FireLine, Inc.	GEORGIA FIRE & RESCUE SUPPLY	North America Fire Equipment Company, Inc.	Ten-8 Fire & Safety, LLC
Line Item	Description	Quantity	UOM	Unit Cost	Unit Cost	Unit Cost	Unit Cost
	Standard Spanner/Hydrant Wrench Kit w/ Mounting Bracket	6	ea	\$200.00	\$198.38	\$119.60	\$162.31
1	LDH Spanner Wrench Set w/ Mounting Bracket	3	ea	\$134.50	\$133.40	\$103.62	\$91.07
2	6" NH Female w/ rocker lugs x 5" Storz	3	ea	\$280.00	\$307.05	\$279.11	\$257.65
3	2.5" NH swivel Female w/ rocker lugs x 5" Storz	2	ea	\$150.50	\$240.93	\$203.00	\$162.25
4	2.5" NH swivel Female x 2.5" NH Female	3	ea	\$68.00	\$67.28	\$74.69	\$70.50
5	2.5" Hydrant Gate Valve	3	ea	\$288.00	\$455.40	\$314.00	\$337.49
6	2.5" NH Male x 2.5" NH Male	3	ea	\$37.50	\$37.38	\$34.94	\$33.00
7	2.5" NH Female x 1.5" NH Male Reducer (Polished Aluminum)	6	ea	\$42.50	\$35.88	\$66.26	\$32.65
8	6" NH Female Swivel w/ Long Handles x 4.5" NH Female w/ Long Handle	3	ea	\$267.50	\$265.08	\$246.11	\$226.25
9	6" NH Female Swivel x 6" NH Male 30 degree elbow	3	ea	\$283.00	\$374.33	\$259.00	\$245.65
10	4.5" NH Female Swivel w/ Long Handle x 5" Storz	3	ea	\$288.00	\$285.20	\$216.61	\$201.45
11	4" NH Female 30 degree elbow x 5" Storz	3	ea	\$310.00	\$307.05	\$259.00	\$242.50
12	5" Storz Cap	3	ea	\$115.00	\$113.85	\$134.94	\$101.15
13	6" NH Female x 5" Storz TFT Ball Valve Item # AX1ST-NX	3	ea	\$1,861.00	\$2,213.52	\$2,283.00	\$1,822.73
14	1.5" NH Female Cap	6	ea	\$43.50	\$43.13	\$54.22	\$30.25
15	2.5" NH Female x 2.5" NH Male 30 degree elbow - Chrome	12	ea	\$118.00	\$104.95	\$97.00	\$86.65
16	2.5" NH Female x 1.5" NH Gated Male x 1.5" NH Gated Male (Gated Wye)	6	ea	\$332.50	\$427.11	\$361.41	\$351.70
17	TFT Foam Eductor 2.5" NH Female Inlet x 1.5" NH Male Outlet	3	ea	\$645.00	\$767.28	\$795.00	\$631.82
18	1.5" NH Female x 1" NH Male	3	ea	\$42.50	\$41.98	\$39.75	\$32.40
19	1" Forestry Nozzle	1	ea	\$378.00	\$0.00	\$162.65	\$104.55
20	Akron 1723 1.5" NH Nozzle w/o pistol grip	12	ea	\$821.00	\$0.00	\$808.00	\$717.18
21	1.5" TFT HVIT Nozzle	3	ea	\$376.50	\$0.00	\$465.00	\$368.75
22	LDH Hose Clamp	3	ea	\$444.00	\$425.44	\$449.00	\$380.68
23	Akron Mercury Monitor w/ Mounting Bracket	3	ea	\$2,547.00	\$0.00	\$1,832.00	\$1,698.54
24	Akron Fog Nozzle for Akron Mercury Monitor	3	ea	\$0.00	\$0.00	\$673.00	\$624.00
25	Akron Hi-Riser Deluge Appliance	3	ea	\$5,281.00	\$0.00	\$5,355.00	\$2,379.00
26	Permanent Pipe Mount for Akron Hi-Riser Deluge Appliance	3	ea	\$0.00	\$0.00	\$0.00	\$290.64
27	Stacked Tips for Deluge Appliance	3	ea	\$0.00	\$0.00	\$0.00	\$417.14
28							

29	35' Key Pro-Flow 5" Rubber Jacket - Yellow w/ 5" storz couplings	3	ea	\$450.00	\$0.00	\$472.00	\$443.69
30	100' Key Pro-Flow 5" Rubber Jacket - Yellow w/ 5" storz couplings	30	ea	\$937.00	\$0.00	\$776.75	\$759.09
31	10' 6" Hard Suction w/ 6" NH Couplings w/ Long Handle	9	ea	\$870.00	\$1,315.60	\$589.00	\$483.18
32	30' 3" Key ECO-10 " w/ 2.5" NH Couplings - Red	3	ea	\$320.00	\$0.00	\$205.85	\$200.80
33	50' 1.75" Key BIG-10 w/ 1.5" NH Couplings - Red	18	ea	\$172.00	\$0.00	\$164.12	\$162.50
34	50' 1.75" Key BIG-10 w/ 1.5" NH Couplings - Orange	18	ea	\$172.00	\$0.00	\$164.12	\$162.50
35	50' 2.5" Key ECO-10 w/ 2.5" NH Couplings - Yellow	15	ea	\$236.00	\$0.00	\$188.40	\$184.09
36	100' 1" Forestry Hose w/ 1" NH Couplings	6	ea	\$135.00	\$116.15	\$172.10	\$164.77
37	Flat Head Axe w/ Fiberglass Handle	3	ea	\$75.00	\$61.18	\$78.33	\$61.36
38	Pick Head Axe w/ Fiberglass Handle	3	ea	\$75.00	\$61.18	\$86.33	\$66.82
39	Forged Halligan Type Bar 36"	3	ea	\$315.00	\$289.80	\$313.00	\$286.36
40	36" Fiberglass Pike Pole w/ D-Handle	3	ea	\$63.00	\$51.11	\$57.85	\$81.82
41	36" Fiberglass Sheetrock Hook w/ D-Handle	3	ea	\$85.00	\$69.70	\$103.66	\$85.23
42	8' Fiberglass Pike Pole	3	ea	\$72.00	\$58.88	\$68.74	\$51.95
43	6' Fiberglass Pike Pole	3	ea	\$64.00	\$51.93	\$59.11	\$45.82
44	6' FDNY Hook w/ Chisel End	3	ea	\$125.00	\$124.20	\$124.89	\$122.73
45	ZICO Mount for 36" Bolt Cutter	3	ea	\$99.00	\$112.26	\$106.11	\$75.27
46	18" Gas Powered Positive Pressure Ventilation Fan	3	ea	\$2,695.00	\$3,115.35	\$2,738.00	\$2,809.09
47	6" Low Level Strainer w/ Jet Siphon - Kochek	3	ea	\$726.00	\$574.31	\$494.00	\$455.40
48	6" Floating Strainer w/ Self Leveling Feature -	3	ea	\$858.00	\$758.37	\$589.00	\$538.40
49	2.5" Male Chrome Mounting Brackets	12	ea	\$40.00	\$28.01	\$26.50	\$22.68
50	6" Male Mounting Bracket	3	ea	\$179.00	\$164.43	\$96.35	\$118.26
51	Rescue 42 CTC Strut Kit w/ Kevlar (CTC-6002)	3	ea	\$3,500.00	\$0.00	\$5,288.00	\$4,851.48
52	K970 Rescue Saw (K-12) w/ Carbide Blade	3	ea	\$2,080.00	\$1,970.64	\$2,169.00	\$1,994.94
53	Honda EU2200i Portable Generator w/ LED Streamlight Vulcan 180 LED Flashlight w/ 12 volt charging base	3	ea	\$2,863.00	\$2,873.85	\$2,388.00	\$2,239.43
54	MSA Altair 4X Gas Monitor	12	ea	\$185.00	\$186.19	\$179.50	\$183.98
55	12'x14' Vinyl Salvage Covers	3	ea	\$1,210.00	\$0.00	\$0.00	\$787.95
56	Worthington or SCI 4500 PSI SCBA Cylinder 4500 psi 45 minute w/ MSA Valve	6	ea	\$124.00	\$103.73	\$144.59	\$126.25
57	FLIR K45 w/ 12 volt charging base	30	ea	\$1,135.00	\$0.00	\$0.00	\$0.00
58	AFFF Foam 5 Gallon Pail FIREBULL F3	3	ea	\$5,480.00	\$4,552.85	\$4,940.00	\$5,252.73
59	2.5" Stream Shaper	6	ea	\$170.00	\$0.00	\$154.00	\$0.00
60		3	ea	\$211.00	\$0.00	\$194.00	\$195.50

PURCHASE ORDER

Item XII. 12.

Effingham County Board of Commissioners

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

DATE: 11/1/2022
P.O. # 23-REQ-009-1

VENDOR

FireLine Inc.
725 Patrick Industrial Lane
Winder, GA 30680
(770)868-4455.fax / (770)868-4448.office
salesinfo@fireline.com

SHIP TO

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

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

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Various Items as listed on Quote #353431	1	\$55,795.00	\$55,795.00

SUBTOTAL	\$ 55,795.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ 700.00
OTHER	\$ -
TOTAL	\$ 56,495.00

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

FireLine Inc. agrees to furnish various fire equipment as described in the Quote 353431 and County's RFQ 23-REQ-009 and related addendums. The County references the terms, conditions and specifications contained in the County's RFQ 23-REQ-009 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

FireLine Inc. - SIGNATURE

TITLE

FireLine Inc. - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN
AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE



FAX: (770) 868-4455
 725 Patrick Industrial Lane
 Winder, GA. 30680

Item XII. 12.

CUSTOMER QUOTE

DATE	QUOTE #
10/7/2022	353431

BILLING ADDRESS
Effingham Co. Fire Dept. 804 South Laurel St. Springfield, GA. 31329 Attn: Ryan Morris

SHIPPING ADDRESS
Effingham Co. Fire Dept. 804 South Laurel Street Springfield, GA 31329 Attn: Ryan Morris

TERMS	REP	FOB
CREDIT CARD	WRM	FACTORY

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
AA3ST-NJ	TFT 5" STORZ SWIVEL X 2.5" RLF SWIVEL ADAPTOR 10-22	2	150.50	301.00
HHGV-25NHM-25NH	HARRINGTON 2.5" F SWIVEL x 2.5" M HYDRANT GATE VALVE 8-22	3	288.00	864.00
B-100-A	ELKHART 2.5" F X (2) 1.5" M LT. WT. GATED WYE W/ LONG ALUMINUM HANDLE 10-22	6	332.50	1,995.00
718G4-H	SUPER VAC 18" 7 SERIES GAS POSITIVE PRESSURE FAN W/ HONDA GX200 ENGINE 4-22	3	2,695.00	8,085.00
CTC-6001	RESCUE 42 TELECRIB STRUT ENGINE KIT, 2 STRUT KIT, (1) LONG STRUT, (1) SHORT STRUT, (2) 27 FT STRAPS, (1) SCREW JACK HEAD, (1) HOOK CLUSTER, (1) CINCH RING, (1) SPARE BASE PIN (1) SPARE STRUT PIN, (1) ACCESSY BAG AND INSTRUCTIONAL DVD 9-22	3	3,500.00	10,500.00
10156424-SP	MSA G1 FIRE SERVICE 4500 PSI 45 MIN. CYLINDER 10-22	30	1,135.00	34,050.00
FRT. UPS	FREIGHT UPS + S/H	1	700.00	700.00

<p style="color: red;">Due To Supply Chain Disruptions and Inflating Costs, Quotes Are Only Valid For 10 Days. This May Be Extended Per FIRELINE, INC. Approval. SURCHARGES MAY APPLY...</p> <p>30 DAY RETURN CONDITIONS: FireLine, Inc. will make final determination on return authorization. Electrical, hydraulic, special order, and fabricated parts are nonreturnable. Any parts that are returned to FireLine, Inc. without prior authorization or does not meet stated return requirements will be scrapped without notification and credit denied.</p>	SUBTOTAL	\$56,495.00
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$56,495.00

PURCHASE ORDER

Item XII. 12.

Effingham County Board of Commissioners

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

DATE: 11/1/2022
P.O. # 23-REQ-009-2

VENDOR

Georgia Fire & Rescue Supply
107 P Rickman Industrial Drive
Canton, GA 30115
(770) 479-5495 * (866) 479-5495

SHIP TO

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

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

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Various Items as listed on Quote #101122-sw2	1	\$22,401.85	\$22,401.85

SUBTOTAL	\$ 22,401.85
TAX RATE	\$ -
TAX	\$ -
S & H	\$ 1,015.00
OTHER	\$ -
TOTAL	\$ 23,416.85

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Georgia Fire & Rescue Supply agrees to furnish various fire equipment as described in the Quote 101122-sw2 and County's RFQ 23-REQ-009 and related addendums. The County references the terms, conditions and specifications contained in the County's RFQ 23-REQ-009 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

Georgia Fire & Rescue Supply - SIGNATURE

TITLE

Georgia Fire & Rescue Supply - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN

AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495
 www.georgiafirerescue.com
 107 P Rickman Industrial Drive
 Canton, GA 30115

3% fee added to purchase made with credit card on totals of \$3000 or more

Item XII. 12.
Quote

Quote Number:
 101122-sw2

Quote Date:
 Oct 11, 2022

Page:
 1

Quoted to:

Effingham County F.D.
 Effingham County FD
 1171 Hwy 119 North
 Springfield, GA 31329
 TISA

Effingham County F.D.
 Effingham County FD
 1171 Hwy 119 North
 Springfield, GA 31329
 TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Effingham Co FD		11/10/22	Net 30 Days	Whidby, Jason	
Quantity	Item	Description		Unit Price	Extension
3.00	AA7NJ-NJ	TFT 2.5" NH x 2.5" NH Double Female Swivel Rocker Lug Adapter		67.28	201.84
11.00	FP10 X100W10N	100' 1" Forestry Hose w/ 1" NH Couplings		116.15	1,277.65
3.00	FHAFR6LB	FLAME FIGHTER 6LB FLAT HEAD AXE FIBERGLASS HANDLE 36" WITH RUBBER GRIP		61.18	183.54
3.00	PHAFR6LB	FLAME FIGHTER 6LB PICK HEAD AXE FIBERGLASS HANDLE 36" WITH RUBBER GRIP		61.18	183.54
3.00	PP03D	3' PIKE POLE WITH D HANDLE		51.11	153.33
3.00	DWH03D	3' Dry Wall Hook with D Handle		69.70	209.10
3.00	K12FD94-14C	HUSQVARNA 14 RESCUE SAW WITH 94 CC ENGINE & 14" CARBIDE BLADE		1,970.64	5,911.92
6.00	HTV-12x14 (10 OZ.)	HUSKY. 12' X 14' SALVAGE COVER. 10 OZ PER SQUARE YARD VINYL.		103.73	622.38

Remit to :
 PO Box 915
 Holly Springs GA 30142

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
Total	Cont

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495
 www.georgiafirerescue.com
 107 P Rickman Industrial Drive
 Canton, GA 30115

3% fee added to purchase made with credit card on totals of \$3000 or more

Item XII. 12.
Quote

Quote Number:
 101122-sw2

Quote Date:
 Oct 11, 2022

Page:
 2

Quoted to:

Effingham County F.D.
 Effingham County FD
 1171 Hwy 119 North
 Springfield, GA 31329
 TISA

Effingham County F.D.
 Effingham County FD
 1171 Hwy 119 North
 Springfield, GA 31329
 TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Effingham Co FD		11/10/22	Net 30 Days	Whidby, Jason	
Quantity	Item	Description		Unit Price	Extension
3.00	TFLK45	K45 240x180 Thermal Camera KitHard Case, Thermal Imaging Camera (TIC), (2) Li-Ion Batteries, Lanyard Strap, Retractable Lanyard, Neckstrap, Tabletop Charger		4,552.85	13,658.55
				Subtotal	22,401.85
				Sales Tax	
				Freight	1,015.00
				Total	23,416.85

Remit to :
 PO Box 915
 Holly Springs GA 30142

PURCHASE ORDER

Item XII. 12.

Effingham County Board of Commissioners

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

DATE: 11/1/2022
P.O. # 23-REQ-009-3

VENDOR

NAFECO
1515 W Moulton St
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

SHIP TO

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

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

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Various Items as listed on Quote #Q16221011406	1	\$4,666.65	\$4,666.65

SUBTOTAL	\$	4,666.65
TAX RATE	\$	-
TAX	\$	-
S & H	\$	215.00
OTHER	\$	-
TOTAL	\$	4,881.65

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

NAFECO agrees to furnish various fire equipment as described in the Quote Q16221011406 and County's RFQ 23-REQ-009 and related addendums. The County references the terms, conditions and specifications contained in the County's RFQ 23-REQ-009 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

NAFECO - SIGNATURE

TITLE

NAFECO - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN

AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE



NAFECO

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation Item XII. 12.

Q16221011400

Date: 10/11/2022
Expires: 11/10/2022
FOB: Destination

Customer Number: EFF070

Customer Information: EFFINGHAM COUNTY BOCC

Address: 1171 Hwy 119 N
SPRINGFIELD, GA 31329

Attention: Alison M. Bruton

Phone: 912-754-2159

Email: ABruton@effinghamcounty.org

Prepared By: Joe Smallidge

Qty.	Product	Description	Each	Total
6	K48-3	Kocheck Wrenches w/ Double Holder, Set of (1) K07 &(2)K01	\$119.60	\$717.60
3	MM601-C	KOCHECK 6 NH M MOUNTING PLATE CHROME	\$96.35	\$289.05
12	44315	Streamlight Vulcan 180 Light, 1200 Lumen LED, 12V DC, Orange	\$179.50	\$2,154.00
6	FB-FF-005	Enforcer One FireBull Foam Class A/B, 5 Gal Pail	\$154.00	\$924.00
3	282A	Elkhart Stream Shaper 2.5" X 2.5", Elk-O-Lite	\$194.00	\$582.00
1	SHIPPING	ESTIMATED SHIPPING Shipping costs are subject to change at any time.	\$215.00	\$215.00
Total: \$4,881.65				
tax & freight to be determined				

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

PURCHASE ORDER

Item XII. 12.

Effingham County Board of Commissioners

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

DATE: 11/1/2022
 P.O. # 23-REQ-009-4

VENDOR

Ten-8 Fire & Safety, LLC
 2904 59th Ave Drive East
 Bradenton, FL 34203
 (800) 228-8368 / (941) 756-2598

SHIP TO

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

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

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Various Items as listed on Quote #231001689	1	\$97,702.26	\$97,702.26

SUBTOTAL	\$ 97,702.26
TAX RATE	\$ -
TAX	\$ -
S & H	\$ 3,397.40
OTHER	\$ -
TOTAL	\$ 101,099.66

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
 ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Ten-8 Fire & Safety, LLC agrees to furnish various fire equipment as described in the Quote 231001689 and County's RFQ 23-REQ-009 and related addendums. The County references the terms, conditions and specifications contained in the County's RFQ 23-REQ-009 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

 Ten-8 Fire & Safety, LLC - SIGNATURE

 TITLE

 Ten-8 Fire & Safety, LLC - PRINT NAME

 DATE

 AUTHORIZED BY - SIGNATURE

CHAIRMAN

 AUTHORIZED BY - TITLE

WESLEY CORBITT

 AUTHORIZED BY - PRINT NAME

 AUTHORIZED DATE



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC

2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

EFFINGHAM COUNTY FIRE RESCUE

1171 HWY 119 N
SPRINGFIELD GA 31329
USA

Copy

QUOTE Item XII. 12.

Quote Number 231001689 Document Date 09/14/22 Page 1/3

Customer No. C00303 Federal Tax ID - Business Partner

PO Number

Sales Employee Roberts, Van Email vroberts@ten8fire.com

Document Owner Pike, Cory R Email cpike@ten8fire.com

Delivery Address EFFINGHAM COUNTY FIRE RESCUE

Same as Bill-to

Table with 8 columns: Description, Quantity, UoM, Vendor, Disc. %, Price, Total. Contains 18 rows of item details including wrench sets, adapters, elbows, and nozzles.

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/



Copy

QUOT Item XII. 12.

Quote Number
231001689

Document Date
09/14/22

Page
2/3

Currency: \$

Description	Quantity	UoM	Vendor	Disc. %	Price	Total
1723 Mid-Range Turbojet Nozzle with Pistol Grip	12	EA	AKRON BRASS COMPANY	0.00	717.18	8,606.16
HVIT "1.5" VALVE, INTEGRAL TIP"	3	EA	TASK FORCE TIPS	0.00	368.75	1,106.25
6HC 6" HOSE CLAMP	3	EA	HEBERT HOSE CLAMPS	0.00	380.68	1,142.04
34440014 MERCURY QUICK ATTACK LE 4446 NOZZLE @100 PSI AND MOUNTING BRACKET	3	EA	AKRON BRASS COMPANY	0.00	2,225.77	6,677.31
34330002 APOLLO HI-RISER LIFT-OFF ONLY	3	EA	AKRON BRASS COMPANY	0.00	2,379.45	7,138.35
34330001 FLANGE HI RISER	3	EA	AKRON BRASS COMPANY	0.00	290.64	871.92
24994001 Quad Stacked Deluge Tips	3	EA	AKRON BRASS COMPANY	0.00	417.14	1,251.42
PF-50Y-35 "PRO FLOW 5" X 35' CPLD 5" STORZ"	3	EA	KEY FIRE HOSE CORP.	0.00	443.69	1,331.07
PF-50Y-100 "PRO-FLOW' 5" X 100' LDH YELLOW W/5" STORZ"	30	EA	KEY FIRE HOSE CORP.	0.00	759.09	22,772.70
A007-1960-0010 "6" X 10' COUPLED RL MALE X LH FEMALE HARD SUCTION"	9	EA	JGB ENTERPRISES,	0.00	443.18	3,988.62
E10-30R-30 "ECO-10D.J. 3" X 30' RED CPLD 2.5" "	3	EA	KEY FIRE HOSE CORP.	0.00	200.80	602.40
B10-17R-50 "BIG-10 D/J HOSE 1.75" X 50' RED"	34	EA	KEY FIRE HOSE CORP.	0.00	162.50	5,525.00
B10-17O-50 "BIG-10' D/J HOSE 1.75" X 50' ORANGE"	35	SECT	KEY FIRE HOSE CORP.	0.00	162.50	5,687.50
e10-25y-50 "ECO-10 YELLOW 2.5" X 50' CPLD 2.5" "	15	EA	KEY FIRE HOSE CORP.	0.00	184.09	2,761.35
PB-36 "36" PRO BAR W/CELTEX GRIP"	3	EA	FIREHOOKS UNLIMITED INC	0.00	286.36	859.08
PP08 8' PIKE POLE WITH FIBERGLASS HANDLE	3	EA	FLAMEFIGHTER CORP.	0.00	51.95	155.85
PP06 6' PIKE POLE WITH FIBERGLASS HANDLE	3	EA	FLAMEFIGHTER CORP.	0.00	45.82	137.46
RH-6 NEW YORK ROOF HOOK 6'	3	EA	FIREHOOKS UNLIMITED INC	0.00	122.73	368.19
BCB BRACKET, BOLT CUTTER	3	EA	ZICO ZIAMATIC CORP	0.00	75.27	225.81
LL60 "6" NH LONG HANDLE LOW LEVEL STRAINER"	3	EA	KOCHEK CO., INC.	0.00	455.40	1,366.20
FBS60 "6" NH SELF LEVELING FLOATING STRAINER"	3	EA	KOCHEK CO., INC.	0.00	538.40	1,615.20
RMP4906AC "2.5" NST MALE MOUNT PLATE CHROME"	12	EA	SOUTH PARK CORPORATION	0.00	22.68	272.16

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



Copy

QUOT Item XII. 12.

Quote Number
231001689

Document Date
09/14/22

Page
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Currency: \$

Description	Quantity	UoM	Vendor	Disc. %	Price	Total
EU2200ITAN HONDA GENERATOR EU2200ITAN	3	EA	CENTRAL FLORIDA	0.00	1,321.63	3,964.89
ELSS-XLAC-HK2-LKI SCENESTAR LED,20000LMN. W/ BRKT FOR HONDA EU2000I	3	EA	AKRON BRASS COMPANY	0.00	1,223.18	3,669.54
10178557 Altair 4XR Mutigas Dectector, Bluetooth	3	EA	MSA SAFETY SALES, LLC	0.00	787.95	2,363.85
FRGT02 FRGT02	1	EA		0.00	3,397.40	3,397.40

Subtotal: **\$ 101,099.66**

Total Before Tax: **\$ 101,099.66**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 101,099.66

Valid Until: **10/14/2022**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>

Staff Report

Subject: Coastal Incentive Grant Award Agreement Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 11/1/22
Item Description: Consideration to approve an amendment to the Coastal Incentive Grant award agreement for the stormwater master plan, extending the timeframe for master plan completion.

Summary Recommendation:

Staff recommends approval of the amendment.

Executive Summary:

The County has been awarded a Coastal Incentive Grant from the Georgia Department of Natural Resources. Pond & Co. is in the process of completing a major milestone in this grant's timeline, but was not yet fully complete as of 9/30/22. This amendment to the award agreement extends the agreement term from 9/30/22 to 3/31/23. Pond & Co. is expected to be completed well before then.

Background:

1. The original award agreement term ran through 9/30/22.
2. This amendment extends that timeframe to 3/31/23.
3. Pond & Co. is expected to be finished well before 3/31/23.

Alternatives for Commission to Consider:

1. Approve the award agreement amendment.
2. Do not approve the amendment.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the amendment to the Coastal Incentive Grant award agreement.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance

Funding Source:

No funding required

Attachments:

1. Georgia Coastal Incentive Grant Award Agreement Amendment #1

**GEORGIA COASTAL INCENTIVE GRANT AWARD AGREEMENT
CYCLE24**

Stormwater Master Plan Y1

AMENDMENT # 1

Pursuant to the terms outlined in section (D) TERM and section (Z) CONTRACT INTERPRETATION of the “COASTAL INCENTIVE GRANT AWARD AGREEMENT CYCLE24 ,” between the Georgia Department of Natural Resources, COASTAL RESOURCES DIVISION and the Effingham County Board of Commissioners (“Sub-grantee”) for the Award entitled “Stormwater Master Plan Y1 ,” dated Aug. 20, 2021 , the following changes are made part of the Agreement:

Section A. TERM is hereby amended to extend the end date of the Award Agreement from Sept. 30, 2022 to March 31, 2023 .

IN WITNESS WHEREOF, the parties have executed this Amendment # 1 as of the 28th day of Sept, 2021.

Georgia Department of Natural Resources, Coastal Resources Division

By: _____
Doug Haymans, Director

Effingham County Board of Commissioners (Sub-grantee)

By: _____

Name _____
Title _____

Staff Report

Subject: FY 2023 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 11/1/22
Item Description: Consideration to approve an amendment to the FY 2023 budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2023 budget.

Executive Summary:

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

Background:

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

The budget amendment attached reflects the following changes:

1. Allocating funding for the FDR road projects.
2. Allocating funding for other items such as the Effingham Parkway roundabout designs, LMIG 2022 road projects, and ambulances.

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2023.
2. Do not approve the resolution.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the resolution to amend the budget for FY 2023.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

Multiple

Attachments:

FY 2023 budget amendment resolution

**State of Georgia
County of Effingham**

RESOLUTION TO AMEND THE FY2022-2023 BUDGET

WHEREAS, the FY 2023 budget of Effingham County was adopted on June 21st, 2022 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	AMOUNT	DESCRIPTION
037	SPLOST 2017 ROADS	ARCHER RD	321-4207-037-54-2532	159116.01	to allocate addt'l funds for FDRE roads
037	SPLOST 2017 ROADS	CORINTH CHURCH RD	321-4207-037-54-2533	1271604.76	to allocate addt'l funds for FDRE roads
037	SPLOST 2017 ROADS	COURTHOUSE ROAD EXT	321-4207-037-54-2534	211078.86	to allocate addt'l funds for FDRE roads
037	SPLOST 2017 ROADS	MOUNT PLEASANT RD	321-4207-037-54-2535	859574.40	to allocate addt'l funds for FDRE roads
037	SPLOST 2017 ROADS	OLD DIXIE HWY	321-4207-037-54-2536	498625.97	to allocate addt'l funds for FDRE roads
047	SPLOST 2017 DRAINAGE	WESTWOOD HEIGHTS	321-4250-047-54-2512	-1019500.00	to re-allocate for design-only at this time
100	SPLOST 2017 WATER	WATER DIRECT DISCHARGE	321-4420-100-54-1405	-500000.00	to re-allocate for next fiscal year
041	SPLOST 2017 EQUIPMENT	FUEL ISLAND USAGE LOG	321-4970-041-54-2535	-200000.00	to re-allocate for next fiscal year
041	SPLOST 2017 EQUIPMENT	AMBULANCE	321-3600-041-54-2202	338242.36	to allocate funds for ambulance & stretcher
037	SPLOST 2017 ROADS	EFFINGHAM PARKWAY	321-4207-037-54-1406	631795.00	to allocate funds for Parkway roundabouts
037	SPLOST 2017 ROADS	LMIG 2021 ROAD PROJECTS	321-4207-037-54-2523	86784.76	to allocate funds for LMIG 2021 projects
037	SPLOST 2017 ROADS	LMIG 2022 ROAD PROJECTS	321-4207-037-54-2527	842444.35	to allocate funds for LMIG 2022 projects
037	SPLOST 2017	CASH CARRY FORWARD	321-38-9015	-3179766.47	to allocate SPLOST 2017 fund balance
322	SPLOST 2021	COURTHOUSE ROAD EXT	322-4208-322-54-1400	394877.21	to allocate addt'l funds for FDRE roads
322	SPLOST 2021	SCUFFLETOWN RD	322-4208-322-54-1401	624254.50	to allocate addt'l funds for FDRE roads
322	SPLOST 2021	SPLOST 2021	322-31-3205	-1019131.71	to allocate SPLOST 2021 revenues
				0.00	net entries

This amendment allocates funding for FDR roads, LMIG 2022 road projects, Effingham Parkway roundabout designs, and other items.

Approved this _____ day of _____ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report

Subject: Tax Assessor Board Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: November 1, 2022
Item Description: Consideration to approve Resolution# 022-048 to appoint Scott Morgan to the Tax Assessor Board

Summary Recommendation: It is the policy of the Board of Commissioners to appoint qualified people to various boards and committees of the county. Staff proposes consideration of approval of the board to appoint Scott Morgan as a representative for the Third District.

Executive Summary/Background: The Board of Assessor's consists of a five (5) member board. Each member serves a four (4) year term. Mr. Morgan will fulfill the unexpired term of office of Mr. Lowell Morgan.

This term of office will expire March 15, 2025.

Alternatives for Commission to Consider:

1. To approve Resolution# 022-048 to appoint Scott Morgan as a member to the Tax Assessor Board to fulfil the unexpired term of office for the Third District.
2. To not approve the resolution of appointment for the Tax Assessor Board at this time.

Recommended Alternative: Alternative 1

Other Alternatives: To consider other individuals to serve on the Tax Assessor Board

Department Review: County Administration and Tax Assessor's Office

Funding Source: Cost for training, travel and Board Meetings are paid from the Tax Assessors budget

Attachments:

1. Resolution_ Morgan

**STATE OF GEORGIA
COUNTY OF EFFINGHAM**

**RESOLUTION FOR APPOINTMENT TO THE EFFINGHAM COUNTY
BOARD OF TAX ASSESSOR'S**

WHEREAS, O.C.G.A § 48-5-290 authorizes the establishment of the county Board of Tax Assessors in each of several counties in the state; and

WHEREAS, the Board of Tax Assessors of Effingham County, Georgia is a duly constituted body pursuant to such authority; and

WHEREAS, the term of office for Scott Morgan, a duly appointed member of the Effingham County Board of Tax Assessors, will terminate effective March 15, 2025 and

WHEREAS, pursuant to Section A-6 of Appendix A of the Official Code of Effingham County, Georgia and upon the recommendation of the Effingham County Commissioner for District 3 who has commended to the Board of Commissioners the appoint/reappoint of Scott Morgan to the Effingham County Board of Tax Assessors beginning November 1, 2022 and terminating on March 30, 2025, said recommendation is hereby approved by the Board upon a motion made and carried.

NOW THEREFORE BE IT RESOLVED, the Effingham County Board of Commissioners appoints Scott Morgan to the Effingham County Board of Tax Assessor's

This ____ day of _____, 2022

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Wesley M. Corbitt, Chairperson

ATTEST:

Stephanie D. Johnson, County Clerk

Staff Report

Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Allen Cote** requests to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member. Located at 110 Buford Hill Road. **Map# 302 Parcel# 15A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. *Section 5.1 - AR-1 Agricultural Residential Districts*, requires a minimum lot size of 5 acres.
- Pursuant to Section 5.1.2.5, the AR-1 zoning district allows: *One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.*
- This parcel is 23.28 acres, exceeding the 5-acre minimum for the AR-1 zoning district. The contiguous parcels to the south and west are also AR-1.
- The parcel has access on Buford Hill Road, but is not a platted lot of Buford Hill subdivision.
- The applicants wish to allow their parents to locate a mobile home on to their parcel, rezoning to AR-1 allows them to achieve this without adding an additional parcel with access to Buford Hill Road.
- At the October 17, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member, with the following conditions:
 2. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
 3. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. Approve the request to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet the requirements of the AR-1 zoning district.

2. Deny the request to **rezone** 23.38 acres from **AR-2** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

- Attachments:**
- | | | |
|--|----------------------|---------|
| 1. Rezoning application and checklist | 3. Plat | 5. Deed |
| 2. Ownership certificate/authorization | 4. Aerial photograph | |

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6 SEP 2022

Applicant/Agent: ALLEN COTE

Applicant Email Address: ALLEN.COTE@HOTMAIL.COM

Phone # (603) 552-0657

Applicant Mailing Address: PO BOX 611

City: EDEN State: GA Zip Code: 31307

Property Owner, if different from above: N/A
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): SAME

Phone # SAME

Owner's Mailing Address: SAME

City: SAME State: - Zip Code: -

Property Location: 110 BUFORD HILL RD, EDEN GA 31307

Proposed Road Access: _____

Present Zoning of Property: AR-2 Proposed Zoning: AR-1

Tax Map-Parcel # 302-160A Total Acres: 23.38 Acres to be Rezoned: 23.38

Lot Characteristics: _____

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: S.1.2.5 AR-1 ~~per~~ 2nd dwelling provision is less impactful than creating a new lot.

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

North _____ South _____ East _____ West _____

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

Residential

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

yes

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

Residence

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


Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Use will remain unchanged.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

NO.

Applicant Signature:  Date 9/6/22

Colleen M Cote

9/6/22

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

September 8, 2022, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2487 page 76-77.

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

Owner's signature [Signature]

Print Name COTE, ALLEN

Owner's signature [Signature]

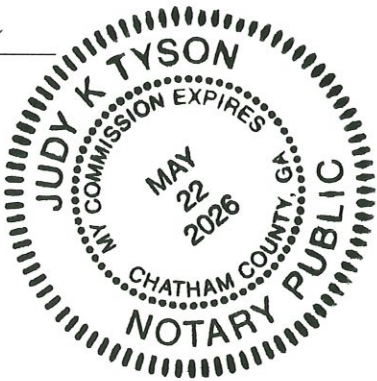
Print Name COTE, COLLEEN

Owner's signature N/A

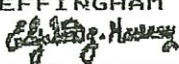
Print Name N/A

Sworn and subscribed before me this 6 day of Sept, 20 22.

[Signature]
Notary Public, State of Georgia



Item XVI. 1.

DDC# 007918
 FILED IN OFFICE
 9/6/2018 02:47 PM
 BK:2487 FG:76-77
 ELIZABETH Z. HURSEY
 CLERK OF SUPERIOR COUR
 T
 EFFINGHAM COUNTY

 REAL ESTATE TRANSFER T
 AX
 PAID: \$355.00
 PT-61 051-2018-002352

For official use by Clerk's Office only

Record and Return to:
 LEE, BLACK & HOLLIS, P.C.
 7395 Hodgson Memorial Drive
 Suite 200
 Savannah, Georgia 31406
 18-37767

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM) **LIMITED WARRANTY DEED**
) (Individual Seller)

THIS INDENTURE, made this August 28, 2018, by and between ROBERT G. WRIGHT and SHANNA M. WRIGHT, of the first part, and ALLEN A. COTE and COLLEEN M. COTE, of the second part;

WITNESSETH:

That first party, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto second parties/parties, his/hcr/their heirs and assigns, the following described property, to-wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF EDEN, EFFINGHAM COUNTY, GEORGIA, KNOWN AS "23.38 ACRES", UPON A PLAT ENTITLED "PROPERTY SURVEY FOR MICHAEL PARKS", MADE BY WARREN E. POYTHRESS, R.L.S., DATED JULY 18, 2007, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, IN PLAT CABINET "C", SLIDE 183C-1. THIS IS THE SAME PROPERTY CONVEYED TO ROBERT G. WRIGHT AND SHANNA M. WRIGHT BY LIMITED WARRANTY DEED DATED SEPTEMBER 15, 2010, RECORDED IN DEED BOOK 1963, PAGE 1, IN THE AFORESAID CLERK'S OFFICE. SAID MAP AND DEED ARE INCORPORATED HEREIN BY REFERENCE.

110 BUFORD HILL ROAD, EDEN, GEORGIA 31307
 P.I.N. 03020-150-A00

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of second party/parties, his/her/their heirs and assigns, and first party, for itself, its successors and assigns, shall warrant and forever defend the right and title to the above described property unto second party/parties, his/her/their heirs and assigns, against the claims of all persons claiming by, through or under first party.

IN WITNESS WHEREOF, first party/parties has/have hereunto set his/her/their hand(s) and seal(s), the day and year first above written.

Signed, sealed and delivered in the presence of:

Matt Barton
Unofficial Witness

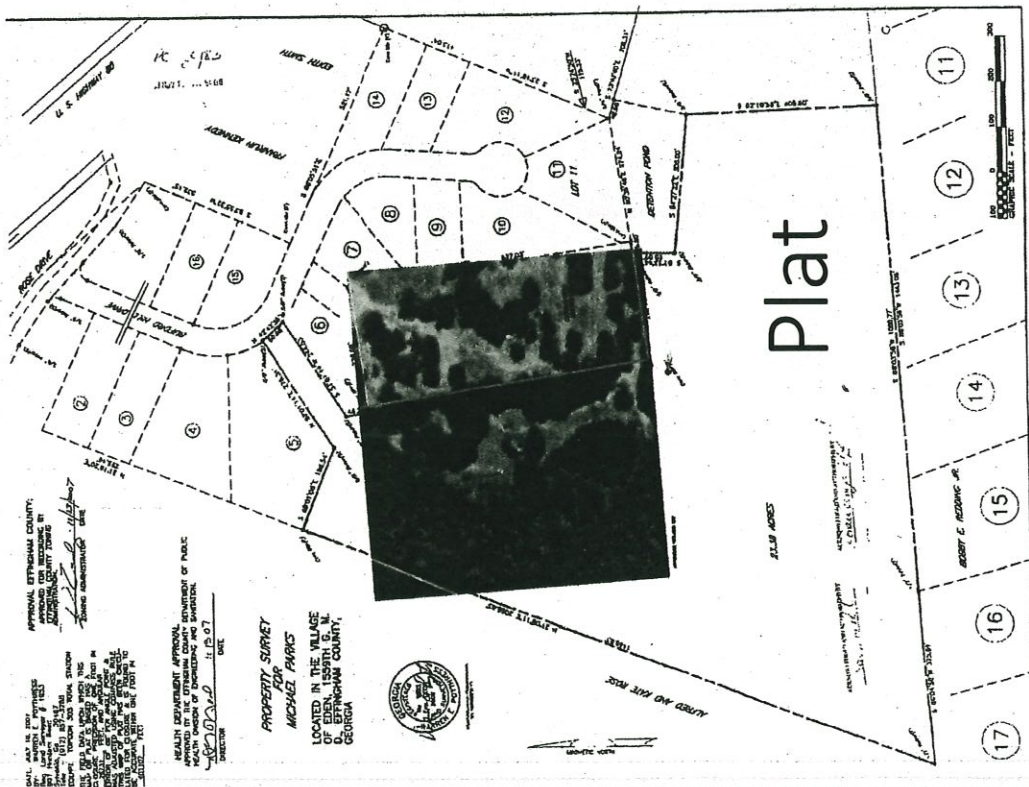
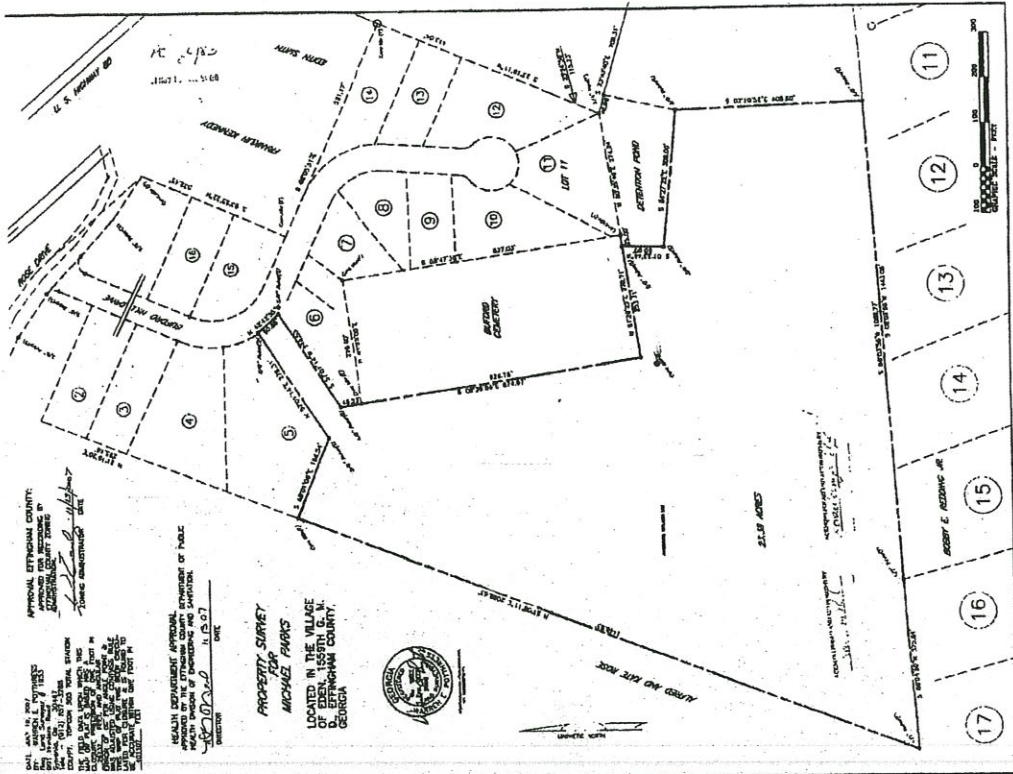
Robert G. Wright
ROBERT G. WRIGHT

F. W.
Notary Public
My commission expires: 01/31/2021

Shanna M. Wright
SHANNA M. WRIGHT

(Notarial Seal)
18-37767

Fairfax
FARZANA BARJOR MANEKSHA
Commonwealth of Virginia
Notary Public
Commission No. 7744219
My Commission Expires January 31/2021
08/27/18





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

Item XVI. 1.

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
Allen Cote
PO Box 611
Eden, GA 31307

Property Location: 110 Buford Hill Road, Eden GA 31307
PIN: 302-150A
Total Acres: 23.38 Acres to be Rezoned: 23.38

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-2 to AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior



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

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

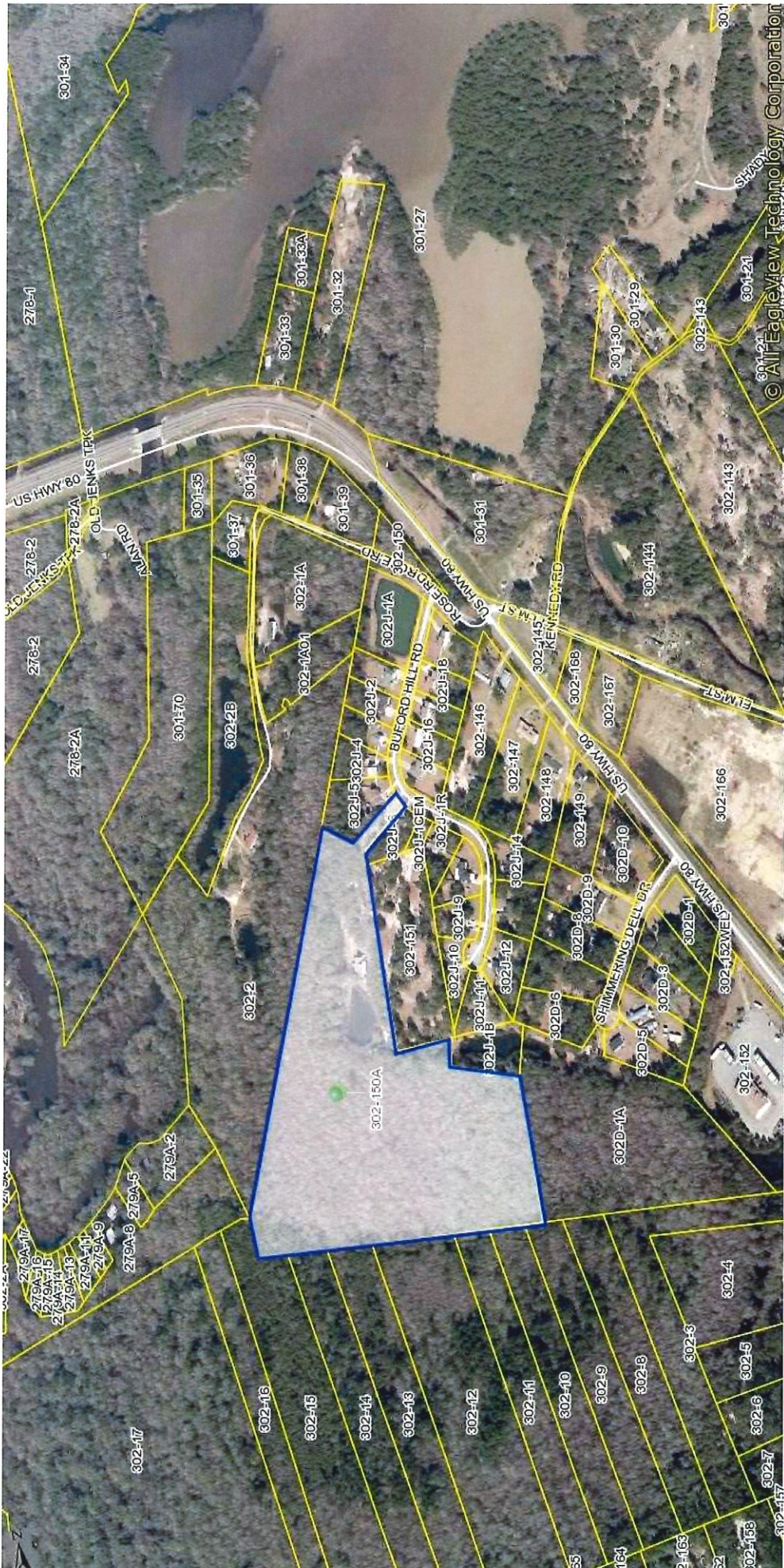
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



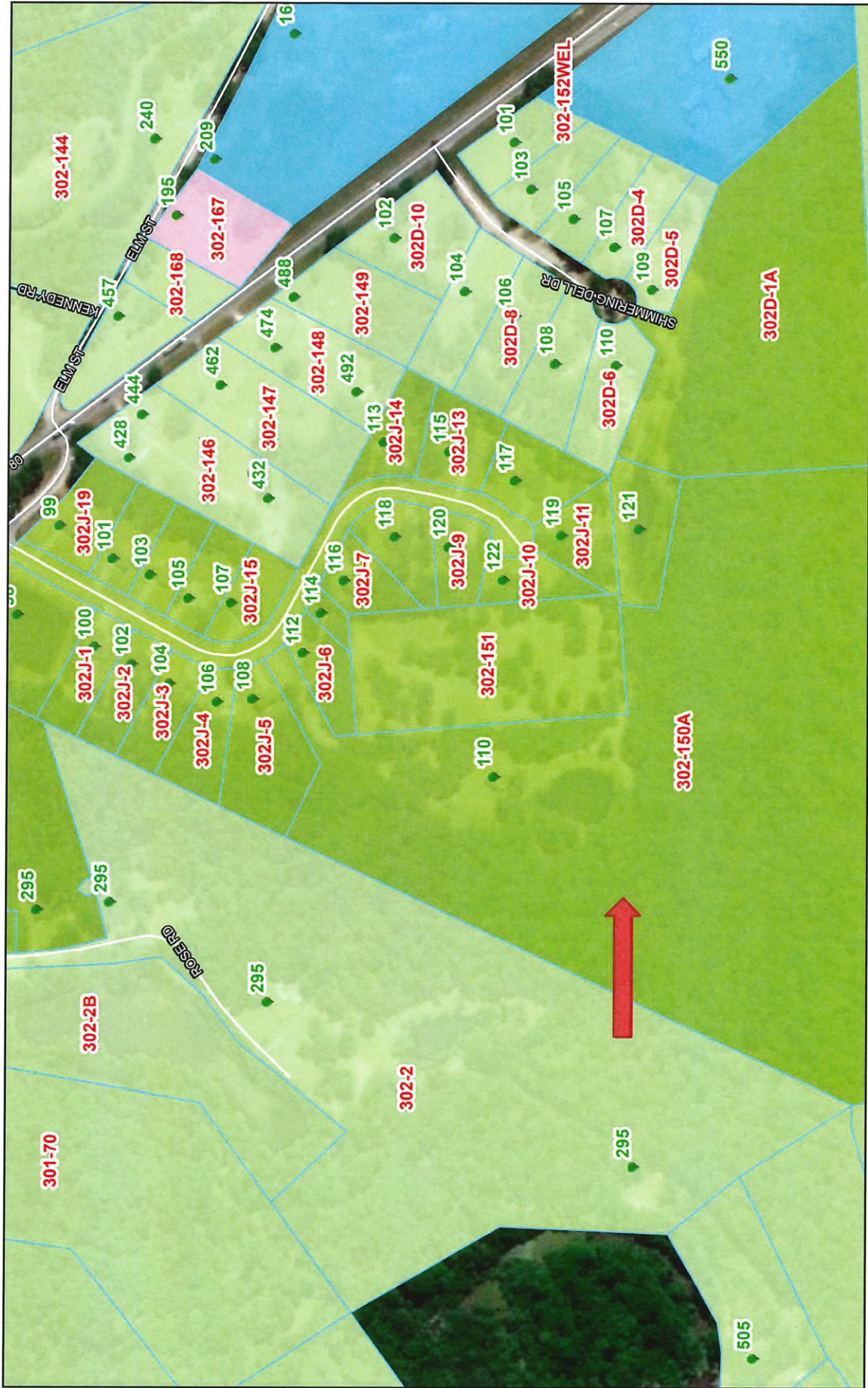
Tiffany Jackson, MPH, REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department

110 Buford Hill Road



110 Buford Hill Road

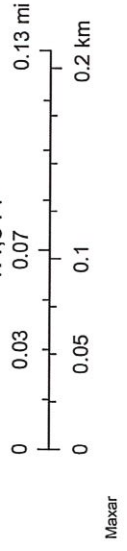
Item XVI. 1.



9/13/2022, 1:24:57 PM

- Address Points
- Parcels2020
- AR-1
- AR-2
- R-2
- B-3
- Roads

1:4,514



Maxar

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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 **Allen Cote – (Map # 302 Parcel # 150A)** from **AR-2** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

DB

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Allen Cote – (Map # 302 Parcel # 150A)** from **AR-2** to **AR-1** zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Allen Cote – (Map # 302 Parcel # 150A)** from **AR-2** to **AR-1** zoning.

Yes ~~No~~? 1. Is this proposal inconsistent with the county’s master plan?

Yes ~~No~~? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ~~No~~? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ~~No~~? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ~~No~~? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ~~No~~? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ~~No~~? 7. Are nearby residents opposed to the proposed zoning change?

Yes ~~No~~? 8. Do other conditions affect the property so as to support a decision against the proposal?

AZ

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 X DISAPPROVAL _____

Of the rezoning request by applicant **Allen Cote – (Map # 302 Parcel # 150A)** from **AR-2** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
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- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- 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 *DKS Approval*
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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH DISAPPROVAL _____

Of the rezoning request by applicant **Allen Cote – (Map # 302 Parcel # 150A)** from **AR-2** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
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- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PEH

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Allen Cote** requests to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member. Located at 110 Buford Hill Road. **Map# 302 Parcel# 15A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. *Section 5.1 - AR-1 Agricultural Residential Districts*, requires a minimum lot size of 5 acres.
- Pursuant to Section 5.1.2.5, the AR-1 zoning district allows: *One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.*
- This parcel is 23.28 acres, exceeding the 5-acre minimum for the AR-1 zoning district. The contiguous parcels to the south and west are also AR-1.
- The parcel has access on Buford Hill Road, but is not a platted lot of Buford Hill subdivision.
- The applicants wish to allow their parents to locate a mobile home on to their parcel, rezoning to AR-1 allows them to achieve this without adding an additional parcel with access to Buford Hill Road.
- At the October 17, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member, with the following conditions:
 1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
 2. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 23.38 acres from **AR-2** to **AR-1** to allow for the placement of a second home for an immediate family member, with the following conditions:
 1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
 2. The lot shall meet the requirements of the AR-1 zoning district.
2. **Deny** the request to **rezone** 23.38 acres from **AR-2** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-150A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-150A

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 ALLEN COTE has filed an application to rezone twenty-three and thirty-eight hundredth (23.38) +/- acres; from AR-2 to AR-1 to allow for the placement of a second home for an immediate family member; map and parcel number 302-150A, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 1, 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-three and thirty-eight hundredth (23.38) +/- acres; map and parcel number 302-150A, located in the 1st commissioner district is rezoned from AR-2 to AR-1, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet the requirements of the AR-1 zoning district.

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 (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Wendall A. Kessler** as Agent for **Amby Development** requests to **rezone** 23.3 acres from **PD** to **AR-1** to allow for a home site. Located off Old River Road. **Map# 329 Parcel# 26**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 23.3 acres from **PD** to **AR-1** to allow for a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The 23.3-acre parcel was rezoned to PD on January 21, 2003, as part of an 86.65-acre rezoning which created Stonegate Subdivision.
- The applicant wishes to rezone the 23.3 acres, known as Lake Jean in supporting documentation, to AR-1 in order to remove the lot from the Stonegate PD and establish a private residence.
- Page 10, sec. 2.42 of the original 2005 covenants states that “*(The) Developer specifically reserves the right to split, subdivide, reconfigure, or recombine its Lots*”. The applicant is the Developer named in the document and has retained ownership of the Lake Jean parcel.
- An amendment to the covenants was recorded in 2011, revoking the HOA lease and rights to “The Lake” which is described in a manner that indicates Lake Jean.
- The applicant requested AR-1 zoning specifically. As the parcel meets the requirements of the AR-1 zoning district, and AR-1 zoning is compatible with surrounding properties, Staff is recommending approval. It should be noted that, given the unique shape of the parcel, the amount of lake coverage, presence of wetlands, and unknown location of future building, it is not guaranteed that the applicant will be able to meet required building setbacks.
- At the October 17, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 23.3 acres from **PD** to **AR-1** to allow for a home site, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. The applicant must provide a legal easement to the Stonegate HOA to allow access to Lake Jean as part of Stonegate’s drainage system.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 23.3 acres from **PD** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. The applicant must provide a legal easement to the Stonegate HOA to allow access to Lake Jean as part of Stonegate’s drainage system.
2. **Deny** the request to **rezone** 23.3 acres from **PD** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: SEPTEMBER 12, 2022

Applicant/Agent: WENDALL A. KESSLER

Applicant Email Address: WENDALLKESSLER505@MSN.COM

Phone # 912-663-5248

Applicant Mailing Address: 102 ENGLISH MANOR

City: GUYTON State: GA Zip Code: 31312

Property Owner, if different from above: PROPERTY IN NAME OF AMBY DEVELOPMENT
A GEORGIA CORP OF WHICH I AM PRESIDENT
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): SAME AS ABOVE

Phone # _____

Owner's Mailing Address: SAME AS ABOVE

City: _____ State: _____ Zip Code: _____

Property Location: ADJACENT TO 477 OLD RIVER + STONEGATE

Proposed Road Access: OFF OLD RIVER ROAD

Present Zoning of Property: PD Proposed Zoning: ARI

Tax Map-Parcel # 03290026 Total Acres: 23.30 Acres to be Rezoned: 23.30
LAKE, LOW LAND, POWER LINE EASEMENT, SOME HIGH
Lot Characteristics: ENOUGH TO BUILD A HOME.

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: CHATHAM UTILITY AVAILABLE.

Justification for Rezoning Amendment: BALANCE OF STONEGATE PROPERTY
NEVER INTENDED TO BE PD. LEFT OVER LAND

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

North ARI South PD East ARI West ARI
STONEGATE

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

LAKE WITH SMALL ^{LAKE} HOUSE ON IT
AND A STORAGE BUILDING

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

YES BUT NO NEED FOR PD, NEEDS
TO BE AR-1 AS NOT PART OF STONEGATE

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

CONSTRUCT ONE HOME FOR LIVING.
SINGLE FAMILY

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

SINGLE FAMILY HOMES

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?

WOULD BE SAME SINGLE FAMILY
HOME

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

NO

Applicant Signature: Cecil R. Kunk Date 9-12-2022

ATTACHMENT "A"
PAGE 2

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

August 26, 2002, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 864 page 403.

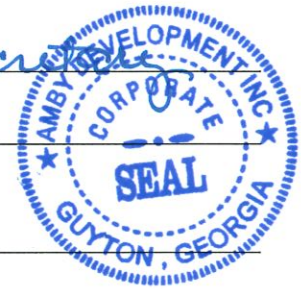
I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any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

Owner's signature Wendall A. Kessler, PRESIDENT

Print Name WENDALL A. KESSLER

Owner's signature Cynthia J. Kessler Secretary

Print Name Cynthia J. Kessler



Owner's signature _____

Print Name _____

Sworn and subscribed before me this _____ day of _____, 20 _____.

Notary Public, State of Georgia

FILED IN DISTRICT
D.D. # 864
PAGE NO. 403

403

02 AUG 28 AM 8:52

ELIZABETH A. HURSEY
CLERK E.C.C.S.C.

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

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 620.00
Date 8-28-2002
Elizabeth Hursey
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of August, 2002, between LESTER R. SHEAROUSE of the FIRST PART, and AMBY DEVELOPMENT, INC. 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, its successors and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty-Five Hundredths (86.65) acres, more or less, and being known and designated as Parcel 1 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of W.C. (Billy) Atkins; on the Northeast by Little Ogeechee River; on the East and Southeast by lands of Sustainable Forest Products; on the South by lands of Wayne C. Dasher; on the Southwest by Central Avenue, and on the West by Old River Road, by lands of Clela H. Burnsed, by lands of Robert Cronin and by lands of Jim Sellers.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Thirteen and Thirty-Two Hundredths (13.32) acres, more or less, and being known and designated as Parcel 2 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by U.S. Highway 80; on the East by Little Ogeechee River and by lands of Fred Blitch; on the South-Southwest by lands of W. C. (Billy) Atkins; on the West-Southwest by Old River Road, and on the West and Northwest by lands formerly of Shearouse and U.S. Highway 80.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing Lake Jean being on a portion of the said lands above described.

Said plat showing the Savannah Electric & Power Company running across said lands.

There shall be no mobile homes located on said property as permanent dwellings.

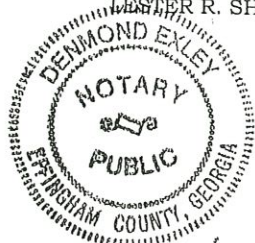
SUBJECT to restrictive covenants and easements of record. *MS*

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, its 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 hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

Lester R. Shearouse (SEAL)
LESTER R. SHEAROUSE

Signed, sealed and delivered
in the presence of:
Bethede M. Bellot
Unofficial Witness
Denmond Exley
Official Witness - Notary Public
Date notarized: 8-26-02



Katie Dunnigan

From: Dennis Parris <dennis.parris@bellsouth.net>
Sent: Wednesday, October 5, 2022 2:45 PM
To: Zoning Information
Subject: EXTERNAL:23.30 acres from PD to AR-1 for (Map#329 Parcel26) located off Old River Rd.

Follow Up Flag: Follow up
Flag Status: Flagged

This property butts up to my property at the back side. The Power lines runs on the property in question. The house that is currently being built need to have its own driveway so they can stop crossing over private property. I have no problem with them completing their home as long as they put in a driveway from Old River Rd.

Sent from my iPhone

**** 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. ****

AMBY DEVELOPMENT, INC.

102 ENGLISH MANOR

GUYTON, GA 31312

Cell: 912-663-5248

E: wendallkessler505@msn.com**TO: EFFINGHAM COUNTY PLANNING AND ZONING****REZONING REQUEST : 03290026 , PD TO AR1**

Please accept this outline and additional information to this request to supplement what we discussed earlier.

- 1.) First, please find enclosed the 55 page Declaration of Covenants for Stonegate Subdivision as recorded in the clerk of court records book 1263, beginning with page 001 and continuing, together with the cover sheet intended to be provided to all purchasers of Stonegate property. This document will be referred to in the following items.
- 2.) As shown on the enclosed deed, this was originally 86.65 acres which I purchased August 26th, 2002. I now know that the entire 86.65 was rezoned from AR-1 to PUD on January 21, 2003 by the Commissioners. A copy of the purchase deed is on page 43 of the covenants, and a copy of the plat on page 44.
- 3.) In my presentation to the board for the rezoning, I pointed out that there would be some land, thought at that time to be smaller, and that there was a lake with property around it that I would continue to own but would make it available to the subdivision. These lands I did not think would be inclusive in the rezoning but they were.
- 4.) On page 4 of the covenants, item 1.23 specifically states the lake agreement and it's purpose and that it was not a part of Stonegate and not a part of the common areas. Furthermore, item 1.24 talks about these lands I wish to rezone. On page 18, Section 6.1, 6.2 and 6.3 the lake property was made available to the homeowners association for a period of time through a lease as outlined on pages 41 thru 44.
- 5.) As time went on, vandalism was occurring and other problems which made it obvious that the subdivision could not control that area of the lake. By a mutual understanding, Amendment number 2 of the covenants was recorded in book 02041 pages 0347 and 0348 which

put on public record the lease being cancelled for the Lake and the subdivision losing all rights to that area. This was done at the time I relinquished my rights and turned over control to the Association. A copy is enclosed of that filing, signed by Stonegate Amenities President, Treasurer and Secretary. That filing was done September 28, 2011.

- 6.) I think the 23.30 acres is basically accurate. If you take the 86.65 acres that was originally purchased, deduct 10.77 acres of roads, deduct 11.17 acres that was transferred to Stonegate Amenities Inc. as common areas, deduct 33.50 total acreage for the 134 lots, and deduct 7.91 acres which I sold to Lakeside Water which subsequently sold to Chatham Utility Management, that leaves 23.30 acres of land left which I ask to be rezoned. It is shown on the map as outlined on the tax assessors map enclosed.

So, I think the documents show that I always intended to retain ownership of this property and never intended it to be part of Stonegate. I was going to allow them, as well as others, to use the property as long as they could be good stewards, but when that could not happen and they did not want the liability we had to call that quits.

There was always one piece of property up front which fronted Old River Road that I intended to sell and that is the reason I had pointed that out to the Commission in the beginning. My purchaser wishes to build back by the lake instead, so there will still be only one home built on the property. Donnie Bradshaw has been there and has verified that septic can work, however water and sewer is available thru Chatham Utility Management through existing connections.

This will be in keeping with all other homes in the neighborhood and will enter from an existing drive from Old River Road.

This is to put the land back to the zoning it was originally at.

Thanks for your consideration,



Wendall A. Kessler, President
Amby Development Inc.

STONEGATE

(A Planned Unit Development)

Property: 86.65 acres shown as parcel number 1 on a property survey for Amby Development, Inc. by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C

Property Location: On the east side of Old River Road, approximately 3/10 miles South of Highway 80 and approximately 2 miles North of Interstate 16. Property begins just north of the intersection of Central Avenue and Old River Road.

Property Ownership: Amby Development, Inc. per warranty deed dated August 26, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 864, Page 403.

Purpose: To provide a development with various styles and price ranges of homes to fit a broader market base. The PUD zoning and the approval of our plans as submitted will allow us to conserve more trees with smaller set backs and narrower road right of ways than those provided for under a standard R-1 zoning. If study plans show the need for a day cares within the facility, that should be allowed under the PUD zoning classification.

Land Zoning History: Property is presently zoned AR-1, even though several boards have heard and approved re-zoning classifications and previous subdivision plans as outlined.

1. A plat of this property divided into 86 lots was recorded in 1975 before the inception of present zoning ordinances.
2. Due to the developer at that time finding that the shape and location of the lots would not work due to wetlands and health department issues, a new plan was brought before the Planning Board on November 28, 1978 and before the County Commission on December 5, 1978. During these meetings the approval for the first phase of a subdivision of 120 lots was approved. Even though that subdivision was never recorded, the evidence of it remains today in the road clearings and initial work that was done on the property according to that plan.
3. The Planning Board of Effingham County heard a re-zoning request on July 22, 2002 to rezone this property from AR-1 to R-1. It was the approval of that board to grant the re-zoning request and to allow for 50 foot road right of ways, provided a proper buffer was placed along Old River Road and the property line by Wayne Dasher and provided an agreement was reached between the Developer and the Owners of property along the Lake.
4. The County Commissioners have tabled the action taken by the Planning Commission in item 3 for the following reasons:
 - Lake agreement was not signed and executed at the time of the Commission meeting
 - Questions about the existence of a prior subdivision and what could

legally be done under the ordinances in effect at the time the subdivisions were or were not created.

- Developer asking that it be tabled so that the PUD re-zoning could be pursued instead of the R-1, based upon recommendation of the County Planner and County Administrator.

Land Characteristics: The total tract of land to be developed is 86.65 acres in size. This is comprised of a dug lake (an old sand pit) which contains 19.60 acres including the banks and land surrounding it. Next to the lake area is a power line easement containing approximately 2.5 acres with the balance of 64.55 acres being mostly wooded land. The following items should be noted:

- According to studies made by a soil scientist and submitted to our engineer who in turn is working with the State of Georgia EPD, the 7.65 acres shown on the site plan is more than adequate to accommodate a sewage facility to handle the development submitted.
- According to studies made by our engineer, the areas left to be used for water retention and detention are adequate to handle the storm water for the development submitted.
- The part of this property to be developed into lots has been submitted to the United States Army Corps of Engineers for wetlands delineation. Per the letter from that agency dated August 19, 2002, they have found to exist 2.44 acres of wetlands which fall under their jurisdiction. This development will impact .50 acres or less of that area and has been approved under nationwide permit number 39.

Surrounding Property: A large tract of land which lies East of and in back of this property is timberland owned by Sustainable Forests. The land to the North is residential, west is Old River Road which has residential and some commercial property and to the South is residential and Central Avenue. The following will minimize the impact to the surrounding property:

- 1) The property owners to the North who border the Lake have already entered into an agreement with the Developer to their satisfaction. (Ehhibit 1, attached)
- 2) A dirt berm of approximately 4 foot in height and 15 feet of width at the base is to be established along the West and South property lines of the development. This berm will be planted with Elaeagnus, a dense growing plant that reaches heights of 15 to 20 feet. This will provide a vegetative buffer, which will add to the trees which, will be left in the rear of the homes placed along those areas. (This is a berm of the type and nature of the one which exists to buffer the development on the other side of Old River Road. This is what the property owner which spoke at the Commission meeting asked for in lieu of a fence of any kind. This is also what Commissioner Sapp asked for, speaking as an individual and not as a commissioner, having excused himself from the hearings)
- 3) The entrance to the development will be left mostly natural except for the winding entrance drive that will be marked by a stone entrance sign. All lighting will be directional in a manner as to not be obtrusive to travelers on Old River Road or residents across the highway.

Utilities: Utilities are to be furnished as follows:

- 1) Electric Power furnished by Savannah Electric and Power. Adequate Power lines are already in place with preliminary engineering already begun by the power company. We have negotiated with Savannah Electric and Power for 10 foot easements for them to place their underground service upon.
- 2) Water is to be furnished by a private water system. State approval already received for 120 lots with the balance of the water taps permits needed coming either from the water bank of Effingham County, another private permittee or other source suitable to the State of Georgia and the Health Department.
- 3) A private sewage system is to be installed to meet the specifications of the State of Georgia. This type of system will allow for fewer trees to be removed on each lot, as individual drain fields will not have to be installed.
- 4) Television and Internet service will be available through cable installed by Comcast Cable through a contract already agreed upon.
- 5) Telephone service will be available through Bell South. They have already been contacted and advise that they have adequate cable and lines to meet the demand created by this development

Roads: Present and planned roads are as follows:

- Old River Road is adequate of handling the traffic to and from this development without any upgrades having to be made to this 100-foot right of way county road. It is noted that this is a road rated for 56,000 pounds which is used daily for large trucks to transport materials to and from the Meldrim Plant of International Paper. It is felt that if allowing this type of traffic upon this road is not detrimental to Old River Road, then the additional vehicle traffic and construction. The speed limit on this road is presently 50 miles per hour.
- The development is to be entered into by a single entrance from Old River Road. This entrance will be placed directly opposite from Maureen drive, a short dead end drive that services 5 houses.
- There exists now a dirt access road which serves the Power Line Easement. This road will remain and be modified to provide for an emergency entrance / exit from the development in the rare event that a major accident or other event that would impede traffic flow at the entrance of the development would occur.
- All roads within the development would be 50 foot right of ways minimum and be paved to Effingham County specifications with 22 feet of pavement, plus curbing where it applies.

Schools: Children from this development would presently attend elementary grades K-5 at Sand Hill Elementary. Middle and High School Students would attend South Effingham Middle and High schools respectively. In talking with school officials, they caution that each year attendance lines are subject to change, new schools are subject to be built and existing schools subject to expansion as the needs dictate.

STONEGATE

THE ENTRANCE TO THREE DIFFERENT SECTIONS

Arrangement: In order that a wide variety of people's needs might be met, Stonegate will be divided into these three separate sections.

- 1) **Pebblestone:** A section with typical 65 foot frontage lots, 50 foot right of way streets with 24 feet paved back of curb to back of curb, having roll over curbing on streets. This section to have all piped storm water drainage. Typical lot arrangement will entail 6 feet of grassed area between street curbing and a 4-foot wide sidewalk to be located on each side of the road where houses front the road. Building set backs will be 25 feet minimum front and rear, 5 foot on sides and 15 feet on corner sides. Sidewalks will also be provided along with side lot lines of lots located on the two-connector streets. Lighting in this section to be provided by old style street lights with one globe located along the top of each, one approximately at each of the lot corners. The plans call for three park squares at the ends of the streets, to have park benches and ornamental trees and shrubs. This side of the development will also contain the sewage drain field that may be used for soccer, Frisbee, softball, etc. play. It is noted that no clay may be placed upon the area, but this provides a large amount of green space for recreation. Two tennis courts, a swimming pool and an activity building are to be constructed in this section, as well as a fishing dock and walking trails at and near the lake. The homes in this section will be typically \$110,000 to \$130,000 and above, depending on the plan and options selected.
- 2) **Cobblestone:** This section to have lots with minimum 100 foot wide at the building line widths, 22 foot wide pavement roads, grass swales for drainage. There are to be minimum 25-foot front and rear setbacks, and 15-foot wide side setbacks in this section. A combination of sidewalk-nature trails will be placed within the inner perimeter of this section, which will connect to the center of the development, and on to the Pebblestone section and Ballastone section. The homes in this section will typically start in the \$140,000 range and go up from there depending on the plan and options selected.
- 3) **Ballastone:** This section to have lots with minimum 100 foot wide at the building line widths, 22 foot wide pavement roads, grass swales for drainage. There are to be minimum 25-foot front and rear setbacks, and 15-foot wide side setbacks in this section. A combination of sidewalk-nature trails will be placed within this section which will connect to the center of the development and on to the Pebblestone section and Cobblestone section. The lots in this section are typically deeper and will be reserved for larger homes which we expect to be in excess of \$200,000, depending on the plan and options selected.

Density: This total development is made up as follows:

- 1) One lot which will enter from the service road shown upon the plat and will face Old River Road. This lot contains approximately .45 acres and will be sold as a separate

lot or sold to the individual who owns the adjoining land. The amenities of the development will be available to the purchaser of this lot, just as they are being made available to the other property owners who adjoin the lake, upon payment of the dues set forth in the homeowners association to be formed.

- 2) The lake and the property around it upon which picnic tables, charcoal grills walking trails, and a fishing dock will be placed contain 19.60 acres.
- 3) The power line easement shown on the plat that is not a part of the lot which faces Old River Road will become green space and contains 2.50 acres.
- 4) Pebblestone section will contain 59 home sites on 27.50 acres = 2.145 units per acre.
- 5) Cobblestone section will contain 42 home sites on 18.50 acres = 2.27 units per acre
- 6) Ballaststone section will contain 33 home sites on 18.1 acres = 1.823 units per acre

Development Schedule: At the present time it is planned for the whole development to be constructed at one time. This need may or may not change as final engineering is completed.

Covenants: Agreements and provisions which will govern the use, maintenance and continued protection of the planned unit development, vegetative buffers, open spaces and amenities will be completed and ready for filing at the time of the final plat approval by the Commissioners of Effingham County in addition to the Lake Agreement which has already been executed by the property owners who adjoin the lake on this property.

Pre-Construction Meeting: Developer has met with the County Administrator, County Planner and with Commission Sapp in whose district this development lies and asked for their input and approval of the plans submitted. The plans submitted are a result of those meetings in which it was asked to have open drainage in the Cobblestone and Ballastone sections. These meetings were held in keeping with the ordinance on PUD where a developer may meet with County planners while preparing plans in order that unnecessary engineering can be avoided.

Request: It is the developer's request at this time to have the land rezoned to a PUD based on the sketch plans shown. It is asked that a day care be allowed to exist in the area in and around the Club House shown if studies show it to be needed and if engineering studies and State EPD shows that the drainage site can handle this additional load, which preliminary studies show that it will.

It is further recommended that permission be granted for a Land Disturbing Permit to be issued for the purpose of cutting timber and clearing of road right of ways, sewage site and lot underbrush as soon as the Commissioners give their approval to the PUD sketch plan. This will allow for final grading, filling and other work to be done for the sewage site so that final approvals can be received from the State of Georgia EPD. It is understood that no storm drainage pipe, water pipe or final grading of roads will be done until the preliminary plans with the engineering data is submitted and approved.

STATE OF GEORGIA)
COUNTY OF EFFINGHAM)

FILED FOR RECORD
BOOK
PAGE NO. PAGE

AMENDMENT NUMBER 2 TO COVENANTS AND RESTRICTIONS
FOR STONEGATE SUBDIVISION

02011 SEP 03 AM 7:47

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

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS made and published this _____ day of _____, 2011 by AMBY DEVELOPMENT COMPANY, INC., a Georgia Corporation, hereinafter referred to as "Declarant," having its principal office in Effingham County, Georgia.

WITNESSETH

WHEREAS, a GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION was recorded on the 21st day of April, 2005 in deed book 1263, page 001 in the Office of the Clerk of the Superior Court of Effingham County, Georgia; and

WHEREAS, Paragraph XX contained in the GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION allows for amendments to those covenants and restrictions by the Declarant until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association; and

WHEREAS, a previous amendment known as AMENDMENT NUMBER 1 TO COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION was recorded on the 30th day of August, 2005 in deed book 1328, page 353 in the Office of the Clerk of the Superior Court of Effingham County, Georgia; and

WHEREAS, a lease shown as EXHIBIT I of the COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION existed on a parcel of land located adjacent to Stonegate Subdivision and was commonly referred to as THE LAKE. Notice is hereby given that under item (a) of the terms and conditions of that lease that the Lessor did determine the property was not being maintained or used for the purpose of or being cared for as outlined in that lease. As a result, everyone who had use of the property outlined in that Lease has lost the use of that property. This notice was previously given to the residents and property owners of Stonegate in writing with this addendum serving to place that notice on public record; and

WHEREAS, a lease shown as EXHIBIT H of the COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION exists on a parcel of land located within Stonegate Subdivision and is commonly referred to as THE BALLFIELD. Notice is hereby given of the sale of that property from Declarant to LAKESIDE WATER COMPANY, INC. Under that sale LAKESIDE WATER COMPANY, INC. agreed to retain that Lease under the same terms as conditions found therein; and

WHEREAS, it is the desire of the Declarant to now relinquish its right to name members of the Board of Directors of the Association. For this purpose Declarant wishes to amend Paragraph V, section 5.2 to show three officers of the Association being named to which control of the Association is to be assumed at this time. Gordon E. Brooks, II to act as President, Joyce Draugelis to act as Secretary and Katie Oglesby to act as Treasurer. These officers are to serve through the end of the year 2011 at which time they may be elected by the members of the Association for subsequent terms. It is hereby agreed and understood that all business of the Association will be conducted by its by-laws and the terms and conditions of these Covenants after the time of this filing.

WHEREAS, it is agreed and understood that Declarant is NOT transferring responsibility of the Architectural Review Committee to the Association at this time.

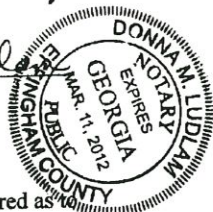
WHEREAS, it is understood that the transfer of common property will be executed by Declarant and accepted by Association in accordance with the Covenants and the mortgage mentioned in paragraph 5.7 of the covenants executed.

IN WITNESS WHEREOF, Declarant and officers of the Association have caused these presents to be executed by and through their duly authorized corporate officers on the day and year first above written as the date hereof.

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

Melissa S. [Signature]
Witness

Donna M. Ludlow [Signature]
Notary Public



AMBY DEVELOPMENT, INC.

By: *Wendall A. Kessler [Signature]*
Wendall A. Kessler, President

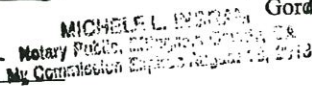
Attest: *Cynthia J. Kessler [Signature]*
Cynthia J. Kessler, Secretary



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

[Signature]
Witness

Michele L. Ingram [Signature]
Notary Public



STONEGATE AMENITIES, INC.

By: *Gordon E. Brooks, II [Signature]*
Gordon E. Brooks, II, President

[Signature]
Witness

Michele L. Ingram [Signature]
Notary



By: *Katie R. Oglesby [Signature]*
Katie Oglesby, Treasurer

[Signature]
Witness

Casey D. Davis [Signature]
Notary

By: *Joyce Draugelis [Signature]*
Joyce Draugelis, Secretary
Casey D. Davis
Notary Public, Ettingham County, Georgia
My Commission Expires December 6, 2013



Amby Development, Inc.

102 English Manor
Guyton, GA 31312

Phone: 912-748-8363
Fax: 912-748-8386

TO: All Purchasers of Property in Stonegate Subdivision

FROM: Amby Development, Inc.

The development plan of Stonegate Subdivision incorporates three different sections; Pebblestone, Cobblestone and Ballastone. These are three different areas of the same development, all sharing the same Amenities and Common Areas and abiding by the same Declaration of Covenants and Restrictions. Basically, the only difference between the three sections is the lot sizes and the square footage requirements for the houses to be built in each section.

One of the advantages of Stonegate Subdivision is the number of amenities that exist, both on Common Areas of the development and on adjacent lands which are made available to the Homeowners Association. Your ownership will make you a member of Stonegate Amenities, Inc., the Association which will hold title to all of the common areas within the subdivision as well as the items of property set forth in the Declaration of Covenants and Restrictions.

The adjacent lands which are being made available to the Association contains a Lake and adjacent properties which can be used for camping and recreation. Also, there is an area adjacent to the Club House which is to be used for Recreation.. The Homeowners Association has use of this property for the purposes and under the conditions which are stated within the leases attached to the Declaration of Covenants and Restrictions. Special care should be taken of these areas so that the Association and its Members do not lose the use of these properties.

Stonegate Subdivision is serviced by private water and sewer systems that are presently owned by Amby Development, Inc.. Additional utilities available will include Savannah Electric, Bell South and Comcast Cable.

Stonegate will be serviced at the present time by mail delivery from the Bloomingdale, Georgia post office. A post office is also available for PO Box delivery in the nearby community of Eden, Georgia.

School age children from Stonegate Subdivision will attend the Sandhill Elementary School, South Effingham Middle School or South Effingham High School according to the present school districts, depending on their grade in school.

All purchasers of any Lot within Stonegate Subdivision should obtain a copy of the Declaration of Covenants for this development for further information and understand all the terms and conditions contained in that document before purchasing.

Receipt acknowledged this _____ day of _____, 20__.

Purchaser

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STATE OF GEORGIA)
)
 COUNTY OF EFFINGHAM)

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GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STONEGATE SUBDIVISION

THIS GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS made and published this 21st day of APRIL, 2005 by AMBY DEVELOPMENT COMPANY, INC., a Georgia Corporation, hereinafter referred to as "Declarant," having its principal office in Effingham County, Georgia.

WITNESSETH

WHEREAS, Amby Development Company, Inc., a Georgia Corporation, is the owner of that certain tract or parcel of land known as: All that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty Five Hundredths (86.65) acres, more or less, and more particularly described in Exhibit "A" attached hereto, being the warranty deed recorded in deed book 864, page 403 and by reference made a part hereof; and further being known and designated as Parcel 1 as shown on the plat of said lands made by Warren E. Poythress, R.L.S. # 1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C and more particularly described in Exhibit "B" attached hereto and by reference made a part hereof; and

WHEREAS, a portion of the aforesaid tract has been subdivided into Stonegate Subdivision, according to maps recorded in Subdivision Plat Cabinet C, pages 77C-1, 77D-1, 77E-1 and 77F-1 in the office of the Clerk of Superior Court of Effingham County, Georgia and shown on Exhibits "C", "D", "E" and "F" attached hereto and by reference made a part hereof; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any Lot in said Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each Lot therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Subdivision to create an agency to which will be delegated and assigned the powers of maintaining and administering the common properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant has caused to be created a non-profit Georgia corporation, Stonegate Amenities, Inc.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of the Lots in said

Subdivision, said Declarant hereby sets up, establishes, promulgates and declares the following restrictive covenants to apply to all of the above Lots, and persons owning said Lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant for a period of twenty (20) years from the Date this Declaration is recorded, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided.

PARAGRAPH I
DEFINITION OF TERMS USED HEREIN

1.1 DECLARANT. The word "Declarant" wherever used in this Declaration means and refers to AMBY DEVELOPMENT, INC., a Georgia Corporation.

1.2 DECLARATION. The word "Declaration" wherever used in this document shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

1.3 DWELLING HOUSE. The word "Dwelling House" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

1.4 STRUCTURE. The word "Structure" wherever used in this Declaration means and refers to : (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; or (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow on surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.4 applies to such change.

1.5 LOT. The word "Lot" wherever used in this Declaration means and refers to any lot shown on a subdivision map of any section of Stonegate Subdivision of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia. The number following the word "lot" refers to the particular lot so numbered on any subdivision map of a section of Stonegate Subdivision.

1.6 SAID PLAT/SAID SUBDIVISION MAP. The words "said Plat" or "Said

Subdivision Map” wherever used in this Declaration meaning and referred to the Plats which are recorded in Subdivision Plat Cabinet C, pages 77C-1, 77D-1, 77E-1 and 77F-1 of the records in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

1.7 ASSOCIATION. The word “Association” wherever used in this Declaration means and refers to Stonegate Amenities, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia, its successors and assigns.

1.8 BOARD. The word “Board” wherever used in this Declaration means and refers to the Board of Directors of the Association.

1.9 PERSON. The word “Person” wherever used in this Declaration means and refers to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.10 SAID PROPERTY. The words “Said Property” wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.

1.11 SETBACK. The word “Setback” wherever used in this Declaration means and refers to the distance between dwelling houses and other structures referred to and the street or side or rear lines of the particular lot.

1.12 COMMON PROPERTIES. The words “Common Properties” wherever used in this Declaration mean and refer to any real property and improvements or portions of improvements thereon, and any person property or equipment, with respect to which the Developer grants, assigns, or conveys to the Association, title interest in, or rights of use, or with respect to which the Developer permits use by the Association or some or all owners, and any replacement of or for any of the foregoing. Any area designated as “common area” on any subdivision map of any section of Stonegate Subdivision shall be considered Common Property. Additionally, any area surrounding a lagoon and lying between the water edge and the rear lot lines of surrounding Lots shall be considered Common Property.

1.13 OWNER. The word “Owner” wherever used in this Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot and dwelling house situated upon said property, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.14 MEMBER. The word “member” wherever used in this Declaration means and refers to all those owners who are members of the Association as hereinafter provided.

1.15 STREET. The word “Street” wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, parkway, drive, place, court, road, terrace, way, circle, or row.

1.16 ARCHITECTURAL REVIEW COMMITTEE (ARC). The words "Architectural Review Committee" or "ARC" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.

1.17 SINGLE FAMILY. The words "Single Family" wherever used in this Declaration mean and refer to one or more persons, each related to the other by blood, marriage, or adoption, or a group of not more than three persons not all so related, maintaining a common household in a dwelling house.

1.18 SUBDIVISION. The word "Subdivision" wherever used in this Declaration means and refers to Stonegate Subdivision.

1.19 STONEGATE. The word "Stonegate" wherever used in this Declaration means and refers to Stonegate Subdivision in its' entirety, including the Pebblestone, Cobblestone and Ballastone Sections.

1.20 PEBBLESTONE. The word "Pebblestone" wherever used in this Declaration refers to that section of Stonegate Subdivision containing lots 1 through 64, inclusive.

1.21 COBBLESTONE. The word "Cobblestone" wherever used in this Declaration refers to that section of Stonegate Subdivision containing lots 65 through 101, inclusive.

1.22 BALLASTONE. The word "Ballastone" wherever used in this Declaration refers to that section of Stonegate Subdivision containing lots 102 through 134, inclusive.

1.23 LAKE AGREEMENT. The words "Lake Agreement" wherever used in this Declaration refers to that declaration of protective covenants published August 25, 2002, and more particularly described in Exhibit "G" attached hereto and by reference made a part hereof, created to preserve the beauty and integrity of Lake Jean, located on the part of the 86.65 acres herein described which is not a part of Stonegate Subdivision and is not a part of the common areas or lands dedicated herein to the Association.

1.24 ADDITIONAL PROPERTY. The words "Additional Property" wherever used in this Declaration refers to land which will continued to be owned by Declarant which includes but is not limited to (a) well site and all water pipes and parts of the water system, (b) Sewer treatment Plant and all collection pipes, (c) Sewer treatment plant, (d) drain field area and lands adjacent to it not marked on plat as "common area", and (e) lands located north of service road shown on plat which contains Lake Jean and lands surrounding it.

1.25 AMENITIES AREA. The words "Amenities Area" wherever used in this Declaration will refer to the Club House area which contains pool, tennis court, basketball court, playground equipment, club house and parking lot, and also may refer to property that may be leased from Declarant for the purpose of recreation.

PARAGRAPH II
USES PROHIBITED AND PERMITTED

2.1 All lots shall be restricted exclusively to a single-family residential use. No

Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residences within the Property from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of lots in the Property. Declarant specifically reserves the right to establish a model home to be used by Declarant and/or real estate agent employed by Declarant or his agent.

2.2 No building, other than a detached single family dwelling house and an accessory outbuilding that is approved by the Architectural Review Committee shall be erected, constructed, or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house and an accessory outbuilding. A detached private garage for the use of the owners or occupants of the Lot may be erected subject to approval by the ARC. Accessory outbuildings and detached garages may not be built or constructed any earlier than the time the dwelling house on said lot is erected.

2.3 It is the intention and purpose of these covenants to ensure that all dwellings, outbuildings, garages, structures and enclosures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area. All dwellings, garages, structures and outbuildings shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Architectural Review Committee. It is required that the ARC approves all plans before they are submitted to the County Building and Zoning office for approval.

2.4 When the construction of any building or any Lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable period of time. For purposes of this section 2.4, twelve (12) months or less will be considered a reasonable period of time. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said Declaration, as well as applicable ordinances of Effingham County, Georgia.

2.5 The location of each dwelling and other structures on a Lot shall be subject to approval in writing by the Architectural Review Committee in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site within the bounds of setback lines shown on the Subdivision Map or as set forth herein.

2.6 No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained on any Lot prior to commencement of the erection of such dwelling house as is permitted hereby and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such

construction.

2.7 No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarten or nursery school, sanitarium, beauty shop, barber shop, asylum or institution, and no noxious, dangerous or offensive thing, activity, or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the properties in the Subdivision. This prohibition also includes single person businesses that are normally permitted under Effingham County zoning laws in areas zoned for exclusive single family residential purposes.

2.8 Except as otherwise set forth herein, no animals, birds or fowl, including but not limited to, hogs, cattle, roosters, guinea hens, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, poultry, or other noisy fowl shall be kept or maintained on any part of said property for any purpose.

2.9 Except as otherwise set forth herein, domesticated animals limited to a dog and/or a cat may be kept as pets for the pleasure of the occupants of said property. Such domesticated animals may not be used for any commercial use or purpose, nor shall they create any nuisance. Such domesticated animals shall be housed and maintained within the dwelling at all times except for times taken outside for periods of exercise and for the purpose of allowing the domesticated animal to perform bodily waste functions. The domesticated animal shall at all times when outdoors for these purposes be within a fenced yard or on a lease. The domesticated animal shall at all times be restrained from barking or other noise nuisances by whatever means necessary to include the use of a bark collar, if necessary. Any waste material generated by the domesticated animal should be treated and immediately scooped and disposed of in an acceptable container within the owner's dwelling or trash receptacle. No dumping or disposal of this waste material shall be allowed within public trash receptacles. The prevailing Effingham County leash Ordinance shall apply to such domesticated animals in addition to the provisions made herein.

2.10 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys, or burros be kept upon any part of said real property.

2.11 The following vehicles must be located on a Lot in either a driveway or garage: cars, pickup trucks, jeeps and vans. There shall be no parking on the streets.

2.12 Lawn mowers, lawn equipment, tractors, tractor equipment, boat trailers, utility trailers, campers, motorcycles, motor homes, and all recreational vehicles shall be stored in an approved storage facility. The storage facility may be off site, within the garage of the dwelling house, or be situated behind the dwelling house where the vehicle/trailer/item cannot be seen from the street in front of the house. Provided,

however, that if such a Lot is a corner Lot and the vehicle/trailer/item is to be situated behind the dwelling house, then the Owner must also screen the vehicle/trailer/item from view from the street to the side of the subject Lot. The storage facility or method of screening must be approved by the Architectural Review Committee. In the sole discretion of the ARC, fencing may be an approved method of screening.

2.13 No vehicle or trailer of any type may be kept or stored in the street right of way.

2.14 No 4-wheelers, golf carts, lawn mowers, or any other such type motorized conveyance that cannot be licensed with a tag by a government authority shall be placed upon the streets, sidewalks, parking lots, or other areas of the subdivision except for the purpose of lawn care and landscaping.

2.15 Except for shallow wells installed for landscape irrigation, no well shall be constructed or maintained on any Lot whenever water connections and facilities are available to the Lot and such system is in accordance with the requirements, standards and regulations of Effingham County, Georgia and/or the State Health Department of Georgia.

2.16 No septic sewage disposal system shall be constructed or maintained on any Lot whenever sewer connections and facilities are available to the Lot and such system is in accordance with the requirements, standards and regulations of Effingham County, Georgia and/or The State Health Department of Georgia. It is agreed and understood that there are to be no garbage disposals installed into any dwelling house of Stonegate.

2.17 No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.18 No fences or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ARC of plans and specifications for such fences and walls. Fencing of any Common Property by an adjacent Owner is prohibited. For purpose of clarification of submittals to the ARC, a wood fence, 6 foot in height, of a "shadow box" pattern, being finished on both sides equally, with a minimum of three stringer supports, one being at the top, one at the bottom and one in the middle, with all wood being pressure treated is the type and style that will generally be allowed. Due to other materials becoming available which may or may not be available at this time but may become available at a later date, the ARC will consider other submittals for review and consideration. Based on the information provided with that submittal, the ARC may or may not, at their sole discretion, approve other materials and styles than that outlined herein. At the time of submittal, a lot plan showing the dwelling and any other structures on that lot and the location of the proposed fence should be shown. In no case will a fence be allowed further forward on a lot than the front corner of the house on the side the fence is located. In any case where two Lots share a common property line, it is required that any fences which may be placed along that common property line be placed on the property line of the lot, notwithstanding if the adjacent property owner is willing to share in the cost of said fence. It is hereby agreed to by all parties by the receiving of the

title to any lot that fences shall be placed along the property line as determined by plat and survey, and that each property owner is responsible for the care, maintenance and upkeep of the fence on their side of the property line, regardless of which property owner erected the fence. It is further agreed and understood and granted by all property owners by the receiving of title in any Lot that the adjacent property owner shall have the right to enter onto their Lot for the purpose of constructing a fence along a common property line. In the case of the conveyance of title of any property on which a fence is located along the property line, it is understood that one-half (1/2) interest in that fence shall be conveyed along with the title to said property, along with the responsibility for its care, maintenance and upkeep.

2.19 No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or other form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the ARC. It is hereby specifically understood that the ARC will approve the small dish such as that used by dish network or like company as long as said dish is not visible from the road, but shall still be submitted to the ARC for written approval. In no event shall freestanding transmission or receiving towers be permitted on any Lot.

2.20 No outside clotheslines shall be placed on any Lot.

2.21 No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.

2.22 No Nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

2.23 No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Lot so as to render the same unsanitary, unsightly or offensive. Trash, garbage, or other waste shall be kept in sanitary containers and shall be situated behind the dwelling house, where the container cannot be seen from the street in front of the subject Lot or from the side street in the case of a corner Lot. Such containers shall also be screened from view from the rear of the Lot and from view from any adjacent Lot. The method of screening from view shall be established by the Architectural Review Committee.

2.24 No dwelling house in Stonegate Subdivision may exceed two stories in height.

2.25 No window air conditioning unit may be located in any part of any Dwelling or Accessory Structure in any section of the subdivision which is visible from any street, and all exterior compressor units shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or

planting shall first be approved by the Architectural Review Committee. In addition, in the Pebblestone Section of the subdivision, all exterior compressor units must be located in the rear of the dwelling.

2.26 Any screen porch which is part of any Dwelling or Accessory Structure must have a dark color screen, and no bright silver finish screens may be used.

2.27 Silver-finish aluminum doors (including sliding doors) and windows shall not be approved. Factory-painted or anodized finish aluminum may be used, the color of which shall be specified in the plans submitted to the Architectural Review Committee for approval.

2.28 Driveways shall be constructed with concrete. However, other material may be approved by the Architectural Review Committee if any exception is requested when plans are submitted to the ARC for approval. Existing trees, topography and landscape planning should be taken into consideration and where possible driveways should bypass these, leaving them undisturbed.

2.29 No plumbing vent or heating vent shall be placed on the front side of any roof or any Dwelling or Accessory Structure, and any such vent shall be painted the same color as the roof on which it is placed.

2.30 A mailbox shall be provided to each Lot to the Builder by the Declarant at the time of construction and shall be placed in the location shown by the Declarant. This mailbox is an additional cost and not included in the sales price of the Lot. This is the only mailbox that shall be located on any Lot. The mailbox becomes the property of the Owner and is his responsibility to keep it maintained and in proper condition. If said mailbox shall become damaged, stolen, or otherwise non-functioning, it is the responsibility of owner to repair and/or replace it with like kind and quality.

2.31 A light will be furnished to each Lot to the Builder by the Declarant at the time of construction and shall be placed in the location shown by the Declarant. This light is an additional cost and is not included in the sales price of the Lot. This light may be incorporated into the mailbox stated in section 2.30 above at the sole discretion of the Declarant. The light becomes the property of the Owner and is his responsibility to keep it maintained, operating and in proper condition and to furnish electricity to light at all times. If said light shall become damaged, stolen, or otherwise non-functioning, it is the responsibility of owner to repair and/or replace it with like kind and quality.

2.32 No lumber, bricks, stones, concrete blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a Dwelling or Accessory Structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction of the improvements for which the materials or devices are to be used.

2.33 All roofs of any structure on any Lot of Stonegate Subdivision will be a minimum pitch of 7/12 and be covered with an Architectural Style of Shingle, similar to but not limited to the Timberline Style as manufactured by GAF Materials Corporation. The colors to be approved will be limited to the colors of Charcoal, Weathered Wood or

Heather as manufactured by GAF Materials Corporation or a color to be determined equal to these in a shingle manufactured by another manufacturer, at the sole judgment of the ARC.

2.34 All soffits, gables, cornices, friezes, fascia, porch ceilings and overhangs shall be covered with aluminum and / or vinyl materials.

2.35 Exterior wall finishes of any dwelling in any section of Stonegate may be brick, stucco or vinyl siding or a combination of any of those materials. All colors of all materials must be approved by the Architectural Review Committee and will be limited to earth tones and neutrals. Types of materials may also be limited by the ARC in its' sole discretion as to quality and design and must be approved by the ARC.

2.36 All Garage doors are to be raised or recessed panel and shall be metal or fiberglass construction. No wood or Masonite doors will be allowed. Specific type should be submitted to the ARC at the time of plan submittal.

2.37 All exterior doors should be solid wood, metal or fiberglass. Hollow core and flush doors will not be allowed on the exterior. All door details should be submitted to the ARC at the time of plan submittal.

2.38 Windows may be vinyl, aluminum, or wood clad in vinyl or metal. All glass must be set in a frame and mounted within a jamb. No roll-out or louvered windows will be allowed. No mill finish windows will be allowed. All window details and color should be submitted to the ARC at the time of plan submittal.

2.39 No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Review Committee.

2.40 All swing sets, play equipment, athletic equipment, trampolines, play houses and any other such item must be situated behind the dwelling house where the item cannot be seen from the street in front of the subject Lot, and also in the case of a corner Lot, be screened from view from the street to the side of the subject Lot. The method of screening must be approved by the Architectural Committee. In the sole discretion of the Architectural Committee, fencing may be an approved method of screening. It is hereby expressly understood that this provision does not apply to playground equipment which may be located in the Amenities area of the subdivision.

2.41 Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction on the Lot to which the damaged curbing or street is contiguous or adjacent.

2.42 No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ARC of plans and specifications for such split, division or subdivision. Developer specifically reserves the right to split, subdivide, reconfigure or recombine its Lots.

2.43 No activity which may create erosion or siltation problems shall be

undertaken on any Lot without the prior written approval of the ARC of plans and specifications for the prevention and control of such erosion or siltation. The ARC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and require landscaping as provided for in section XIX.

PARAGRAPH III
ARCHITECTURAL COMMITTEE

3.1 Declarant's objectives are to carry out the general purposes expressed in the Declaration; to prohibit any improvement or change in the properties which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship for all improvements are of high quality.

3.2 To achieve Declarant's objectives, the Board of Directors of the Association shall create an Architectural Review Committee which will be given the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of such ARC. Notwithstanding such fact, until such ARC has been created and is functioning, and whenever such ARC is not functioning, the Declarant reserves the right to perform all of the functions and give the approvals and disapprovals which otherwise are within the jurisdiction of the ARC.

3.3 Prior written approval shall be obtained from the Architectural Review Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, service yard, screening, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the ARC. The term "structure" as used within this paragraph shall be deemed to include by definition satellite receiving dishes.

3.4 Whenever approval is required of the Architectural Review Committee, or Declarant, appropriate plans and specifications shall be submitted to the ARC or Declarant, and no such submission shall be deemed to have been made unless and until all required information has been received. Such ARC, or the Declarant, shall either approve or disapprove such design and location and proposed construction and clearing

activities within thirty (30) days after said plans and specifications have been submitted to it, except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this article will be deemed to have been fully complied with unless a suit to enjoin the proposed construction or changes has been commenced prior to the commencement of construction. At the discretion of the ARC, or Declarant, a filing fee not exceeding \$100.00 shall accompany the submission of such plans to defray expenses. No additional fee shall be required of resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee, or the Declarant.

3.5 The approval of the Architectural Review Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or any subsequent plans and specifications submitted for approval for use on other Lots in said Subdivision.

3.6 The Architectural Review Committee shall consist of five (5) members. Upon its initial formation, the Architectural Committee shall consist of the following members: (a) David Howard; (b) Wendall Kessler; (c) Jack Robertson; (d) Richard Yaun; (e) Floyd Zettler. Said committee members, or their replacements as elected by the Declarant, shall continue to serve until such time as the Declarant files a notice that it is relinquishing its right to designate the members of the committee by filing such notification in the Office of the Clerk of Superior Court of Effingham County, Georgia, or April 19, 2025, whichever comes first. At such time, Declarant shall cease to select the members of the ARC and such responsibility shall be assumed by the Association. The Association shall then appoint replacement members who shall serve through the end of that calendar year. Prior to the end of that calendar year, the Owners' Association shall select a registered architect or professional home designer and a landscape architect or professional landscape designer to be members of the ARC. Such architects and/or designers shall serve at the pleasure of the Association but may be terminated upon sixty (60) days written notice. The association may compensate said architects and/or designers for their time. The Association shall at the same time select three (3) representatives to be members of the Architectural Review Committee. The ARC shall continue to consist of five (5) members. The term of these five (5) members shall begin on January 1st of the year immediately following when the Owners' Association assumes the responsibility of the ARC. The term of an Association representative shall normally be two (2) years with no restriction on the number of years a representative may serve. At the first selection of representatives, two (2) representatives shall be selected to serve one (1) year each and the third representative shall be selected for a two (2) year term. Thereafter, all terms will be for a two (2) year period.

3.7 After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions unless notice to the contrary shall have been recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or legal proceedings shall have instituted to enforce such compliance.

3.8 Any agent or member of the Architectural Review Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.

3.9 No owner/member of the ARC shall be entitled to any compensation for services performed pursuant to this covenant. Architects and/or professional designers may be compensated as set forth above.

3.10 Neither the Architectural Review Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

(c) The development of any property within the Property, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her; or

(d) Any negligence or breach of contract by any builder carrying out construction within the Property.

PARAGRAPH IV

AREA IMPROVEMENTS

4.0 Following the date that the Declarant relinquishes its right to select the members of the Architectural Review Committee, the Declarant may still own undeveloped Lots in the subdivision. The Declarant is required to submit plans and specifications of construction for approval by the ARC. Provided, however, that the standards of approval that shall apply shall be those that were in effect during the time the Declarant selected the members of the Architectural Review Committee. Any modifications or changes, which the ARC seeks to place on the Declarant, shall be of no force or effect. As to other undeveloped Lots, the ARC can continue the standards set by

the Declarant or may make any alterations it deems appropriate.

4.1 Dwellings built upon each lot shall have a minimum square footage of heated livable space (exclusive of open porches, terraces, porticoes, patios, garages and carports). In no case shall bonus room area be considered as square footage in the equation to meet these guidelines. The following guidelines are given for approval submittals in each section of Stonegate. These guidelines will be strictly adhered to; except in the case of a dwelling with more than one story, it shall be proved that the shape of the house and the outward appearance of the house that is desired by Declarant can be achieved by a re-arrangement of the square footage. In such case, it may be approved to re-distribute the number of square feet located on each of the two floors. In no case, shall less than the total minimum square footage required for that section be approved. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback line, tree easements and drainage easements as are applicable to each Lot as shown on the subdivision map.

(a) In the Pebblestone Section, Lots 1 to 64, both inclusive, a single story dwelling house shall have a minimum square foot area of 1,300 square feet. In the case of a dwelling house having more than one story, a minimum of 1050 square feet shall be located on the ground floor plus a minimum of 400 additional square feet on a second story.

(b) In the Cobblestone section, lots 65 to 101 both inclusive, a single story dwelling house shall have a minimum square foot area of 1550 square feet. In the case of a dwelling house having more than one story, a minimum of 1200 square feet shall be located on the ground floor plus a minimum of 500 additional square feet on a second story.

(c) In the Ballastone Section, Lots 102 to 134, both inclusive, a single story dwelling house shall have a minimum square foot area of 1800 square feet. In the case of a dwelling house having more than one story, a minimum of 1450 square feet shall be located on the ground floor plus a minimum of 500 additional square feet on a second story.

(d) In Pebblestone, Cobblestone and Ballastone sections, each dwelling must have in addition to the square footages herein shown, an enclosed garage designed to house a minimum of two (2) vehicles and be attached to the dwelling. Minimum square footages of these enclosed garages shall be 375 square feet in the Pebblestone Section, 400 square feet in the Cobblestone Section and 400 square feet in the Ballastone Section. The ARC has the discretion to permit square footage in excess of the minimum set forth herein.

4.2 The desired location of the garage and the driveway of each house located in

the subdivision shall be determined by looking at the front of the Dwelling from the street.

(a) On the following lots, the desired location of the garage and driveway will be the left side of the dwelling: Lots numbers 1, 2, 3, 4, 5, 6, 15, 16, 17, 18, 19, 20, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134.

(b) On the following lots, the desired location of the garage and driveway will be the right side of the dwelling: Lots numbers 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 54, 55, 56, 57, 58, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124

It is hereby expressly understood that the ARC may allow different garage locations than those shown based on tree location, view of ponds, location of house on lot, shape of house on lot shape of lot and any other circumstances that the builder on that lot shall submit to the ARC for consideration in this matter. The decision of the ARC will become final when it renders a decision to deviate from these suggested garage locations.

PARAGRAPH V

ASSOCIATION AND COMMON PROPERTY

5.1 In accordance with the non-profit corporation laws of the State of Georgia, Declarant shall form Stonegate Amenities, Inc. to administer the common property and to carry out those responsibilities as set forth herein as well as the Articles of Incorporation and By-Laws of the corporation. Each owner of a Lot in the Subdivision shall be a member of the Association. During the period in which the Declarant names the directors of the Board of Directors of the Association, the members shall not have a vote of the operation of the Association. At such time the Declarant files its notice in the Office of the Clerk of the Superior Court of Chatham County, Georgia that it is relinquishing its right to name the directors of the Board of Directors of the Association, or April 19, 2025, whichever comes first, each Lot shall then constitute one (1) vote on all Association matters without regard to the number of individuals and/or entities who hold an undivided percentage interest in any Lot.

5.2 Upon its initial formation, the Declarant selected two members of the Board of Directors of the Association. Said Directors, or their replacements as selected by the Declarant, shall continue in office until such time that the Declarant files a notice that Declarant is relinquishing its right to name the members of the Board of Directors by filing such notification in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or April 19, 2025, whichever comes first. At such time, the

responsibility to select the Board of Directors of the Association shall be assumed by the members. The members shall then elect a Board of Directors to operate the Association in accordance with its By-Laws.

5.3 Prior to the time that the Declarant relinquishes its right to name members of the Board of Directors of the Association, the Declarant shall establish an Advisory Committee of Owners for the limited purpose of consulting with the Declarant and carrying out specific functions of the Association. The Declarant shall name the members of the Advisory Committee, which shall not exceed five (5) Owners. The Declarant will delegate certain functions of the Association to the Advisory Committee. Any recommendations or decisions of the Advisory Committee shall be subject to approval by the Declarant. The Advisory Committee will have at least two (2) meetings per year with the Owners and other meetings as it determines are necessary. At such time as the responsibility of selecting the Board of Directors of the Association is assumed by the members, the Advisory Committee will cease to exist.

5.4 The Declarant, for itself, its successors and assigns, hereby covenants to convey to the Association as common property legal title to the following common properties, with said properties being subject to a mortgage:

- (a) masonry and metal fence constructed at the entrance to the subdivision, other masonry signs located at entrances to each section of subdivision, and gate house located within road right of way at entrance to subdivision;
- (b) Any shallow well pumps used for irrigation;
- (c) Landscaping;
- (d) Irrigation and lighting;
- (e) Lagoons and retention ponds;
- (f) All medians with landscaping and irrigation located within each median;
- (g) Common area pathways/walking trails;
- (h) Decorative street signs;
- (i) traffic control sign posts
- (j) Playground area and equipment, except as herein provided;
- (k) Swimming pool;
- (l) Tennis court and fences;
- (m) Fence and backstop fence for softball area;
- (n) Gazebos;
- (o) Park benches;
- (p) Grills;
- (q) Basketball court, goals and fences;

(r) Improvements that may be located in an area designated as common area on the subdivision map, except as herein provided;

(s) All amenity locations designated as common area on the subdivision map, except as herein provided;

(t) Area designated as common area on the subdivision map, except as herein provided;

5.5 Every member shall have the right and easement of enjoyment in and to the common properties in common with other owners and such easements shall be appurtenant to and shall pass with the title to every Lot.

5.6 The Association, for itself, its successors and assigns, hereby covenants with the Declarant as follows:

(a) The Association will accept conveyance of the common properties which the Declarant is obligated to or may convey to the Association, subject to a mortgage.

(b) The Association will preserve and maintain for the common benefit of its members all the common properties which it hereafter shall own.

(c) The Association shall be responsible for all painting to common property, common property maintenance, repairs to common property, replacement of all electrical and common equipment, and in each and every way maintain the common property for the full use and enjoyment of the members.

5.7 The Association has the right to enter into a mortgage with Declarant or other lender for the purpose of assuming the mortgage that may exist on the Club House and Amenities only at the time they are transferred to the Association. Any other mortgage or loans will require the approval of two-thirds of the membership as outlined in section 5.10 herein.

5.8 The Association has the right to enter into lease agreements with Declarant for the purpose of acquiring recreation space which is not included as common area on said subdivision map. Any other lease agreements will require the approval of two-thirds of the membership as outlined in Paragraph VII herein.

5.9 The Association has the right to adopt and publish rules and regulations governing the use of the Common area and amenities area and to take any other steps it deems as reasonable and necessary to protect the common properties against damage.

5.10 The Association, as provided in its Articles and By-Laws, may make reasonable rules and regulations with respect to the use of the common properties and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

5.11 The Association has the right to dedicate or transfer all or part of the common properties to any public agency, authority, or utility, subject to such conditions as may be agreed to by the members, provided that no dedication or transfer shall be effective unless approved by a vote of two-thirds of the votes of the membership who agree to such dedication and transfer. Prior to such vote being taken, written notice of the proposed agreement and the furnishing of a copy thereof must be sent by certified mail, return receipt requested, or delivered personally, to each member, at least ninety (90) days in advance of the vote.

5.12 The Association has the right to allow usage of common areas and amenities to persons who own land adjacent to the Subdivision or has any interest in any agreement noted herein, such as but not limited to the Lake Agreement. Those individuals would have no vote in any matters relating to the Association but would be required to pay the same fees as a Member of the Association for use of the Amenities.

PARAGRAPH VI

LAKE AND RECREATION AREA

6.1 Declarant shall continue to own additional property in Stonegate which is not to be conveyed in the form of Lots, Common Property, or Amenities. For the common good of all Lot Owners, Declarant has entered into Leases on two properties, to be used for Recreation Purposes. Express reference is made to Exhibits "H", and "I" attached hereto and by reference made a part of this Declaration.

6.2 It is hereby expressly understood that if the terms and conditions of those leases are not kept, the Association and all Members thereof may lose the rights to use those areas.

6.3 It is hereby expressly understood that the Association may vote to cancel either or both of those leases in accordance with the terms contained therein, by a vote of two-thirds (2/3) of the owners, in the same manner as an assessment as outlined in Paragraph VII herein.

PARAGRAPH VII

COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

7.1 Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is

made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. The Declarant shall not be subject to any of the assessments set forth in this Article.

7.2 The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, mortgage payments, insurance premiums and all costs and expenses incidental in the Operation and Administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

7.3 If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution of reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessment shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. Lots owned by the Developer, who is not subject to assessments, shall not be considered when determining the assessment for each Lot. The budget and the annual assessment shall become effective unless disapproved at the annual meeting by either (i) Declarant, until such time as Declarant relinquishes the right to name the members of the Board or, (ii) after such time that Declarant relinquishes the right to name the members of the Board, a vote with a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

7.4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of at least two thirds (2/3) of the Association Members. Special assessments may also be levied by the Association if for any reason the annual

assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above. Declarant shall not be subject to Special Assessments.

7.5 Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 above shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

7.6 Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Until January 1, 2006, the annual assessment shall be fixed at \$420.00 per year. The assessment accrues at the time an owner receives title to a Lot from Declarant and, at closing, the owner shall be charged for a pro-rata share of the present month remaining plus a month to be paid in advance. The maximum annual assessment for the fiscal year beginning January 1, 2006, and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Members of the Association by an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year.

7.7 The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

7.8 Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs, and reasonable attorney's fees if any such action, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

7.9 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

7.10 The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (d) all properties owned by Declarant.

PARAGRAPH VIII

STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND SIDEWALKS

8.1 No title in land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

8.2 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

8.3 Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

8.4 No dwelling house or other structure of any kind shall be built, erected, or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said location for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

8.5 No signs, or other advertising device of any character shall be erected, posted, pasted, displayed, or permitted upon or about any part of said property except a sign of not more than five (5) square feet in area, advertising the property for sale or rent;

signs showing the lot numbers and/or owner of that lot, and signs used by builders to advertise the property during the construction and sales period; provided however, that any such builders' signs shall be subject to approval by the Architectural Review Committee. It is specifically noted that this does not apply to the subdivision entrance signs and the monuments which denote the sections of Stonegate, signs which may be required by legal proceedings, or directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC. .

8.6 All lots are subject to a requirement that a sidewalk shall be situated across the front of each lot. In the case of a corner lot with more than one street side, a sidewalk shall be installed on all street sides. All sidewalks shall be four (4) feet in width with its width beginning a distance of 42 inches from back of curb. Each sidewalk must be made of concrete, a minimum thickness of four (4) inches, and be of a design approved by the Architectural Committee. The owner of each lot is obligated to install a sidewalk within twenty-four months of acquisition of the lot unless construction has commenced upon the dwelling house, under which circumstances the sidewalk must be completed at the same time that the dwelling house construction is completed. Each owner is responsible for maintenance and repair of the sidewalk located by the owner's lot. In the event that the Association determines that an owner is not maintaining and/or repairing the sidewalk, then the Association shall provide to the owner written notice of the necessity of repair by certified mail, return receipt requested. If the maintenance and/or repair has not commenced within thirty days from receipt of notification, then owner grants to the Association a nonexclusive access and repair easement for purposes of coming on to the lot to complete the maintenance and/or repair of the sidewalk. It is agreed by all owners subject to this covenant that the maintenance and repair of all sidewalks is to the benefit of all owners in terms of visual uniformity and appeal of the subdivision and the enjoyment of all owners of the sidewalks as a walking and recreational area. It is further understood by each owner that the Association does not provide liability coverage for any injury which may be caused by a defect in the sidewalk. In the event that the Association does complete maintenance and/or repairs to the sidewalk, then the cost of such repairs shall become a lien against the real estate and shall be subject to enforceability in the same manner as association assessments under Section 7.4 and 7.5 herein.

PARAGRAPH XIX

LANDSCAPE AND YARD MAINTENANCE

9.1 All Lots are subject to the requirement that a landscape plan be submitted to the Architectural Review Committee under the provisions of Paragraph III of this Declaration. Specifically, the ARC requires that the front yard of the Lot be planted with sod all the way down to the sidewalk and in the area between the sidewalk and the street curb. In the case of a side Lot, the yard area facing the side street shall be planted with

sod from that side of the house all the way down to the sidewalk and in the area between the sidewalk and the street curb on that side in addition to the front of the house. Further, the design and installation of foundation plants will consist of the planting of not less than thirty (30) shrubs and two (2) ornamental trees. No home shall be occupied for living purposes until foundation landscaping has been completed according to plans and specifications approved by the ARC.

9.2 In order to have a uniform maintenance and mowing of all yards and grass which can be seen from the street, and to provide for edging of the sidewalks and street curb, all Lot owners agree by their purchase of that Lot and acceptance of the title thereof to participate in the following program;

(a) To allow a person or company who is contracted by the Declarant or the Association to mow the front yards, edge the sidewalks and street curb in front of and in the case of a corner lot on the side street as well, and to pay to this person or company through Association the fee for this service; and

(b) Understand that the established fee for the service in 9.2(a) above is \$15.00 per month for a single front lot and \$25.00 per month for a corner lot. For clarification, it is understood that lots 15,20,21,23,29,30,39,41,42,54,78, 93,113, 118,119 and 124 shall be considered as corner lots. It is specifically understood that on lot 118, depending on which road the houses faces, will have one front yard and the other street side will be mowed back to the setback line on the other street. These fees will be fixed until January 1, 2006. After January 1, 2006 these fees may increase a maximum of 10% per year.

(c) Understand that the Lot Owner may contract with this person or company for an additional fee which would be paid directly to that person or company for any additional services such as flower bed maintenance or mowing and maintenance of rear yards; and

(d) Agree to hold the Declarant and / or the Association harmless for any damage or negligence which may be caused by this person or company; and

(e) Agree that this will be subject to all the terms and conditions of an annual assessment as specified in section VI of this declaration.

(f) This service will continue until cancelled by Declarant or by two thirds (2/3) vote of the Association as provided for in section 7.4 of this Declaration, just as any other assessment.

PARAGRAPH X
MAINTENANCE

10.1 Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and building and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wire, conduits and systems which are a part of the Common Area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

10.2. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the ARC, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the ARC, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the ARC for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot are subject. Although notice given as herein provided shall be sufficient to give the ARC, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 A.M. and 5:00 P.M. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the ARC to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

PARAGRAPH XI
PARKING

11.1 Each owner must provide as part of its submission of plans to the Architectural Committee sufficient off street parking to service vehicles titled in the owner and his/her immediate family. Parking in the street right of way is not allowed. All owners and their guests should park within their garage and/or driveway area in order to keep the streets clear. In case of large gatherings, club house parking area may be utilized. Parking shall be subject to enforcement by the Association as well as all Effingham County rules and ordinances regarding the blocking of streets rights of way, as

well as abandoned vehicles. Therefore, any vehicle that remains in the street right of way for a period of time as deemed excessive in the sole discretion of the Association shall be subject to removal.

PARAGRAPH XII

WATER AND SEWER

12.1 This section is to inform Lot owners of the fact that the water system and sewer system in the subdivision is private and owned by the Declarant or his assigns. These systems are operated under permits from the State of Georgia. No title in the water or sewer system will pass to the purchasers of any Lot. Declarant or his assigns will at all times keep the rates for these services within those allowed by the State of Georgia, but at no time shall be higher than the published rates for these services by Effingham County, Georgia. The builder or purchaser of any Lot will pay to Declarant or his assigns the applicable fees for tapping into these services and for the receiving of a water meter. Deposits and fees shall be paid to the Declarant or his assigns according to their published policy.

12.2 It is hereby understood that the Association may use the billing service of these utilities to collect the Association Fees and Mowing Fees which are specified elsewhere in this Declaration. It is understood that failure to pay any Association Fees or Mowing Fees that may be included on the utility bill may subject Owner to disconnection of services in accordance with utilities printed policy, just as though it were a charge for the utility.

PARAGRAPH XIII

SCOPE, DURATION OF COVENANTS, RESTRICTIONS,

RESERVATIONS, SERVITUDES AND EASEMENTS

13.1 All of the covenants, restrictions, reservations and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration, and agree to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect as herein provided.

Said covenants, restrictions, reservations, servitudes and easements of this Declaration shall run with and bind the land for a period of twenty (20) years from the

Date this Declaration is recorded, at the end of which period such covenants, restrictions, reservations, servitudes and easements shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed on record in the Clerk of Superior Court for Effingham County, Georgia.

13.2 Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Committee, the Association, or by an owner of any Lot in said property.

PARAGRAPH XIV

SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

14.1 All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded security deed or deed to secure debt in good faith and for value at any time heretofore and hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat any lien or encumbrance of any such security deed or deed to secure debt; provided, however, the purchaser of any foreclosure sale under any such security deed or deed to secure debt, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

PARAGRAPH XV

VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

15.1 A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant and to the Architectural Committee, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the Architectural Committee or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation,

servitude and easement is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

15.2 Where an action, suit, or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

PARAGRAPH XVI

RIGHT TO ENFORCE

16.1 The provisions contained in this Declaration shall bind the Architectural Committee and the Association, or the owner or owners of any Lot in said Subdivision, their legal representatives, heirs, successors and assigns, and failure by Declarant, the Architectural Committee, the Association, or the owner or owners of any Lot in said Subdivision, their legal representatives, heirs, successors, or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

PARAGRAPH XVII

ASSIGNMENT OF POWERS

17.1 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual and upon such corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance, or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance, or assignment.

17.2 In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plats and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership, or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event

Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant.

PARAGRAPH XVIII

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

18.1 The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or they intended to be, a part of this declaration, or in any way define, limit, or describe the scope of intent of that particular section or paragraph to which they refer.

PARAGRAPH XIX

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

19.1 In the event any clause, term, provision, or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, term, provision, or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XX

AMENDMENTS

20.1 Until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association, Declarant may amend these covenants unilaterally at any time and from time to time;

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;

(b) If such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

20.2 When Declarant relinquishes selection of the members of the Board of Directors of the Association, thereafter any amendment of these covenants for any reason must receive the affirmative vote of at least seventy five (75%) percent of the Owners of Lots. It is understood that a Lot with more than one owner shall only have one vote per Lot. Any such amendment shall not become effective until the instrument evidencing such change has been filed or recorded. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this section.

PARAGRAPH XXI
LIABILITY

21.1 Declarants have used their best efforts and acted with due diligence in connection with the drafting, preparation, and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Declarants shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarants shall have no liability.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by and through their duly authorized corporate officers on the day and year first above written as the date hereof.

Signed, sealed and delivered as to

Declarant in the presence of:

Vigoric S. Edus

Witness

Carol A. Tully exp-10-2-05

Notary Public

Stamp

AMBY DEVELOPMENT, INC.

By: Wendall A. Kessler

Wendall A. Kessler, President

Stamp

Attest: Cynthia J. Kessler

Secretary

030

403

FILED FOR RECORD
D.O. BK. 864
PAGE NO. 403

02 AUG 28 AM 8:52

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

EXHIBIT "A"

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

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 1,200.00
Date 8-28-2002
Elizabeth Z. Hursey
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of August, 2002, between LESTER R. SHEAROUSE of the FIRST PART, and AMBY DEVELOPMENT, INC. 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, its successors and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty-Five Hundredths (86.65) acres, more or less, and being known and designated as Parcel 1 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of W.C. (Billy) Atkins; on the Northeast by Little Ogeechee River; on the East and Southeast by lands of Sustainable Forest Products; on the South by lands of Wayne C. Dasher; on the Southwest by Central Avenue, and on the West by Old River Road, by lands of Clela H. Burnsed, by lands of Robert Cronin and by lands of Jim Sellers.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Thirteen and Thirty-Two Hundredths (13.32) acres, more or less, and being known and designated as Parcel 2 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by U.S. Highway 80; on the East by Little Ogeechee River and by lands of Fred Blicht; on the South-Southwest by lands of W. C. (Billy) Atkins; on the West-Southwest by Old River Road, and on the West and Northwest by lands formerly of Shearouse and U.S. Highway 80.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing Lake Jean being on a portion of the said lands above described.

Said plat showing the Savannah Electric & Power Company running across said lands.

There shall be no mobile homes located on said property as permanent dwellings.

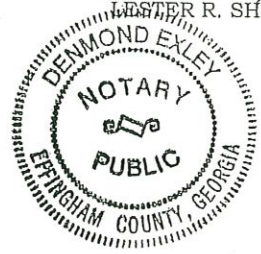
SUBJECT to restrictive covenants and easements of record, *APD*

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, its successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

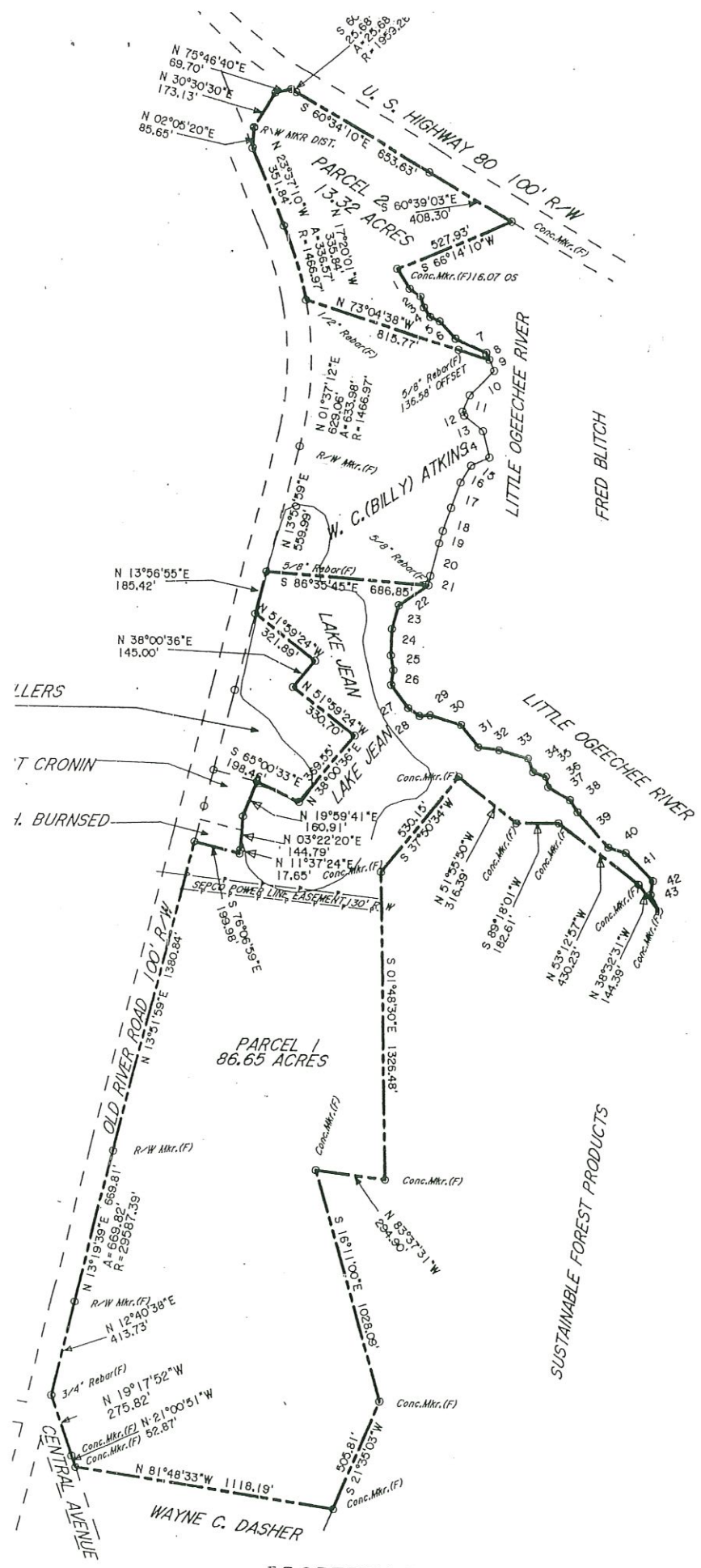
IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

Lester R. Shearouse (SEAL)
LESTER R. SHEAROUSE

Signed, sealed and delivered
in the presence of:
Beth M. Bell
Unofficial Witness
Denmond Exley
Official Witness - Notary Public
Date notarized: 8-26-02

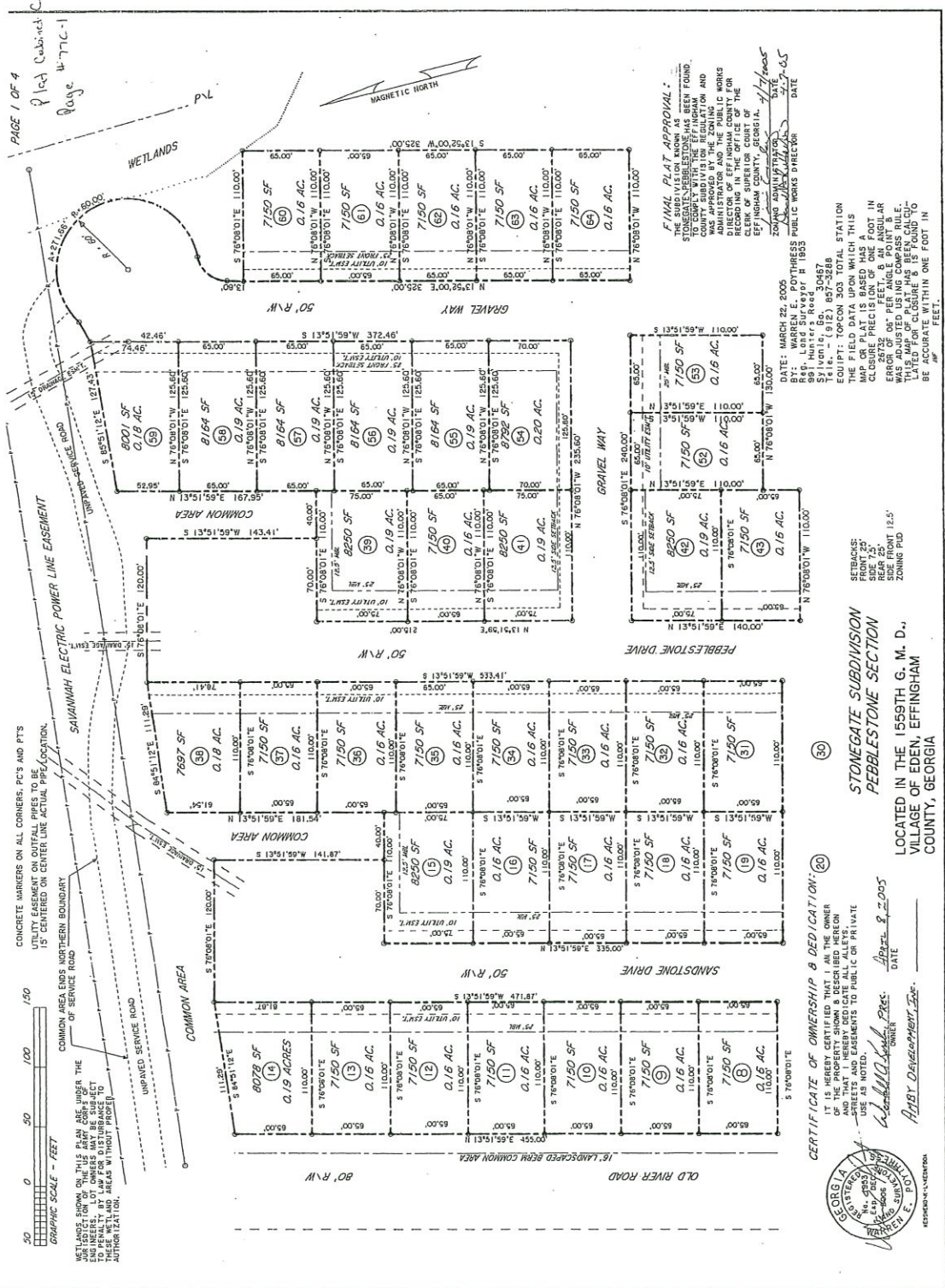


CALLS LITTLE OGEECHEE RIVER



COURSE	BEARING	DISTAN
1	S 31°54'14"E	10
2	S 53°59'03"E	5
3	S 17°57'29"E	41
4	S 35°18'08"E	41
5	S 66°12'55"E	4
6	S 44°15'13"E	9
7	S 65°22'36"E	14
8	S 24°30'41"E	3
9	S 24°30'41"E	5
10	S 44°11'18"W	14
11	S 22°17'31"W	7
12	S 22°40'42"E	11
13	S 50°48'10"E	10
14	S 13°48'05"E	11
15	S 64°47'01"W	8
16	S 30°44'45"W	8
17	S 20°01'32"W	117
18	S 18°55'00"W	10
19	S 15°16'07"W	5
20	S 14°19'02"W	14
21	S 10°09'21"W	4
22	S 54°35'02"W	15
23	S 15°08'13"W	10
24	S 01°30'23"W	1
25	S 10°12'00"E	6
26	S 07°49'33"W	6
27	S 36°49'22"E	12
28	S 55°41'17"E	5
29	N 85°03'37"E	4
30	S 74°15'47"E	14
31	S 38°01'58"E	1
32	S 82°19'41"E	8
33	S 74°34'24"E	13
34	S 22°16'14"E	6
35	S 70°30'59"E	5
36	S 12°47'06"E	4
37	S 60°37'46"E	10
38	S 32°33'11"E	6
39	S 41°27'01"E	2
40	S 73°25'50"E	7
41	S 44°55'53"E	1
42	S 08°58'56"W	5
43	S 28°08'06"E	8

EXHIBIT 'B'



PAGE 1 OF 4
 Plat Cabinet C
 Page 77C-1

FINAL PLAT APPROVAL:
 THE SUBDIVISION KNOWN AS
 STONEGATE PEBBLESTONE HAS BEEN FOUND
 TO COMPLY WITH THE REQUIREMENTS OF THE
 COUNTY SUBDIVISION REGULATION AND
 WAS APPROVED BY THE PUBLIC WORKS
 DIRECTOR OF EFFINGHAM COUNTY FOR
 THE CLERK OF SUPERIOR COURT OF
 EFFINGHAM COUNTY, GEORGIA.
 ZONING ADMINISTRATOR: [Signature] DATE: 3/27/05
 PUBLIC WORKS DIRECTOR: [Signature] DATE: 3/27/05

DATE: MARCH 22, 2005
 BY: WARREN E. POYTHRESS
 894 Hunters Road
 Savannah, Georgia 31404
 912-432-3848
 EQUIPT: TOPCON 303 TOTAL STATION
 THE FIELD DATA UPON WHICH THIS
 MAP OR PLAT IS BASED WAS A FOOT IN
 CL. ± 1/8" PER 100 FEET. ± 8" AN ANGULAR
 ERROR OF 1/8" PER 100 FEET. ± 1/16"
 THIS MAP OF PLAT HAS BEEN CALCULATED
 TO BE ACCURATE WITHIN ONE FOOT IN
 ANY FEET.

SETBACKS:
 FRONT 25'
 REAR 25'
 SIDE FRONT 12.5'
 ZONING PAD

**STONEGATE SUBDIVISION
 PEBBLESTONE SECTION**
 LOCATED IN THE 1559TH G. M. D.,
 VILLAGE OF EDEN, EFFINGHAM
 COUNTY, GEORGIA

CERTIFICATE OF OWNERSHIP & DEDICATION: (20)
 IT IS HEREBY CERTIFIED THAT I AM THE OWNER
 OF THE PROPERTY SHOWN & DESCRIBED HEREON
 AND I HEREBY DEDICATE THE SHOWN
 STREETS AND EASEMENTS TO PUBLIC OR PRIVATE
 USE AS NOTED.
 [Signature]
 OWNER
 [Signature]
 PRES.
 DATE: April 9, 2005

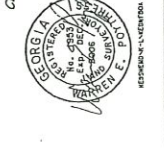
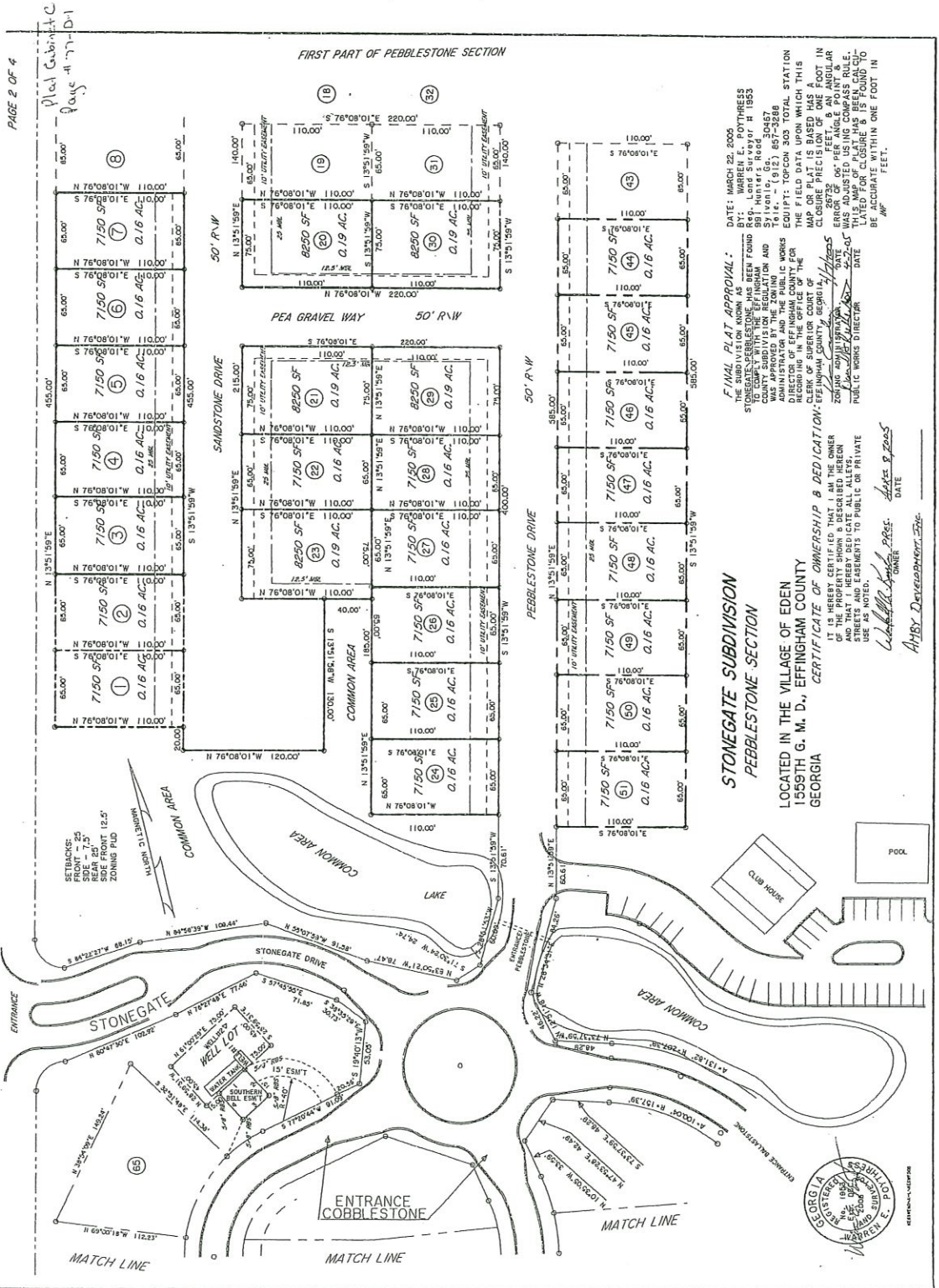


EXHIBIT C

PLAT CABINET C
PAGE 77C-1



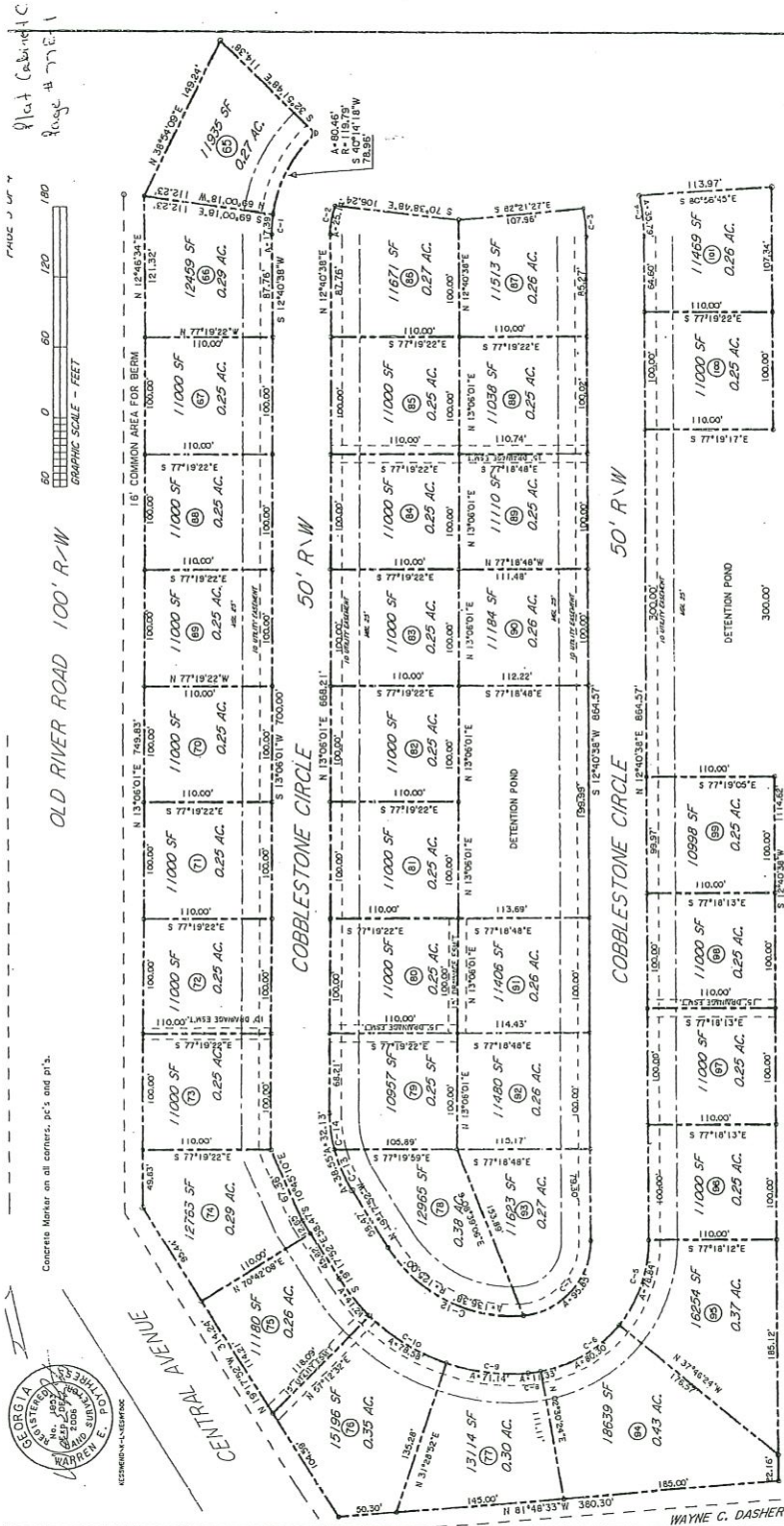
PAGE 2 OF 4

Plat Cabinet C
Page 77D-1

EXHIBIT D

PLAT CABINET C
PAGE 77D-1

034



DATE: MARCH 22, 2005
 BY: LORREN E. FORTNICES
 891 Hunters Road
 2414 W. (912) 857-3288

EQUIP: TOPCON 303 TOTAL STATION
 THE FIELD DATA UPON WHICH THIS
 CLOSURE PRECISION OF THE FOOT IN
 267.35 FEET, & AN ANGULAR
 WARDROUSTED PER ASCOMPASS RULE
 THIS MAP OF PLAT HAS BEEN CALCU-
 LATED TO BE WITHIN ONE FOOT IN
 BE 40000 FEET.

STONEGATE SUBDIVISION

COBBLESTONE SECTION

LOCATION: LOTS 65 - 101
 COBBLESTONE SECTION, STONGATE
 SUBDIVISION, VILLAGE OF EDEN,
 1558TH G. M. D. EFFINGHAM
 COUNTY, GEORGIA

FINAL PLAT APPROVAL:
 THE SUBDIVISION KNOWN AS
 TO CONFORM WITH THE EFFINGHAM POND
 COUNTY SUBDIVISION REGULATION AND
 ADMINISTRATION AND THE PUBLIC WORKS
 DIRECTOR OF EFFINGHAM COUNTY, FOR
 CLERK OF SUPERIOR COURT OF
 EFFINGHAM COUNTY, GEORGIA.
 ZONING APPROVAL DATE: 2-2-05
 PUBLIC WORKS DIRECTOR DATE

SETBACKS:
 FRONT 25'
 REAR 25'
 SIDEFRONT 25'
 ZONING PD

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CHEARING
C-1	119.79	8.71	17.39	81.904	47.9435	17.37	16250.02
C-2	66.79	12.71	25.14	20.5813	82.0608	25.00	22550.42
C-3	170.79	17.86	30.70	12.7040	33.5320	30.73	10420.15
C-4	142.29	41.05	78.84	38.9257	50.0543	77.29	32270.72
C-5	64.22	29.38	55.35	50.5608	89.1237	55.35	55250.02
C-6	142.29	5.87	11.33	54.1103	50.0943	11.33	89430.02
C-7	175.00	39.96	78.58	22.5430	32.4428	77.92	42930.12
C-8	175.00	20.70	41.21	13.9538	32.4428	41.12	22030.42
C-9	125.00	18.93	38.55	17.4003	45.9509	38.40	10274.72
C-10	125.00	16.16	32.13	14.9343	45.9509	32.04	10944.02

EXHIBIT E

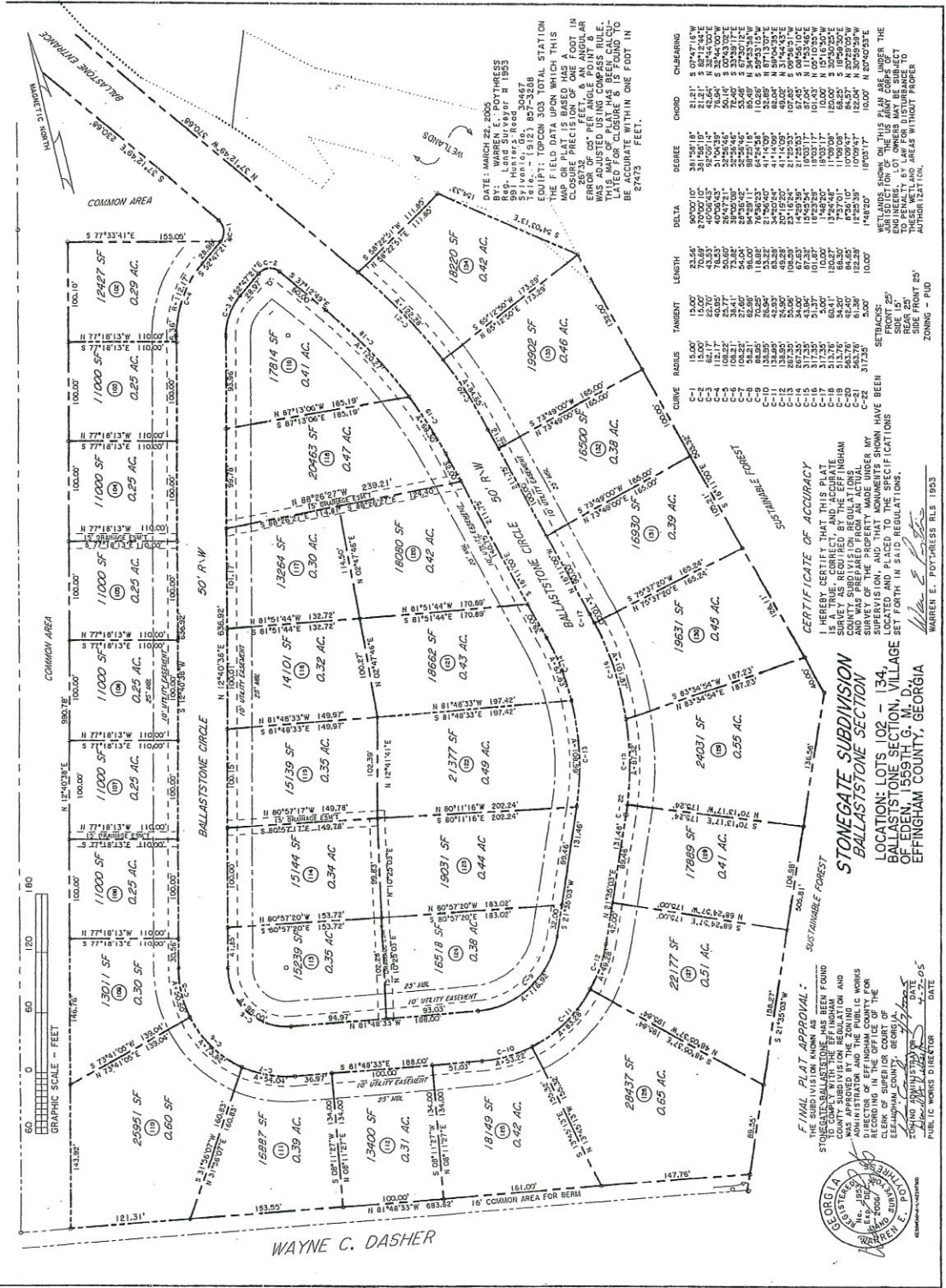


EXHIBIT F

PLAT CABINET C
PAGE 77 / 1

LAKE AGREEMENT

030

EXHIBIT "G"

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This declaration of protective covenants for the property hereinafter described made and published this 25 day of August, 2002 by the undersigned.

WITNESSESETH, WHEREAS THE UNDERSIGNED ARE OWNERS OR ADJOINING OWNERS OF A LAKE LOCATED OFF Old River Road near the Eden Community in Effingham County, Georgia, presently known as Lake Jean according to a plat of survey of Mandalay Subdivision made by Vincent Helmly, Ga. Registered Land Surveyor No. 1882, dated June 29, 1975, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Map Book 5, pages 226-227, and

WHEREAS, there exists at the present time owners of property whose property lines either reaches the high water mark of Lake Jean or whose property lines extend into Lake Jean, and

WHEREAS, it is understood that certain lands that include Lake Jean are to be developed into a subdivision in which a homeowner's association will be formed, and

WHEREAS, all parties to this instrument wish to preserve the beauty and integrity of Lake Jean,

Therefore, we agree to the following;

- 1.) All parties agree to enter and/or exit Lake Jean only from or onto the property that they own, unless they have written permission from another property owner, and
- 2.) All parties agree that only property owners who are party to this agreement and future grantees of their property may be allowed to put boats into the lake. This does not apply to the Homeowners association or it's members, and
- 3.) All parties agree not to use gasoline powered motors on boats or jet skis or similar type devices, and
- 4.) Homeowners association covenants are to forbid the use of any flotation device within the lake, and
- 5.) Homeowners association covenants are to forbid swimming within the lake, and
- 6.) All parties agree to fish only from their property when fishing from the bank, (this is to keep persons from entering the backyards of property owners and inhibiting their privacy.), and
- 7.) Homeowner's association covenants will state that all fishing done from Lake Jean will be strictly for recreation and not as a food source. For this reason, all fishing should be done on a "catch and release" program, and
- 8.) It is understood that all owners of property which lie adjacent to Lake Jean will be given the opportunity to join this association with all rights, privileges and obligations as though a homeowner in the subdivision to be formed, understanding that if they become a member they will not give up any rights previously granted above.

This agreement shall be binding upon the property owners of record of this date as well as all future property grantees and homeowner's association which is to be formed to include portions of Lake Jean. This instrument shall be made a part of public record and shall follow the land from this date forward, as evidence by our signatures below.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants, agreements to restrain violation and to recover damages.

In witness whereof the undersigned have hereunto set their hands, affixed their seals and delivered these presents as of the date and year first above written.

Signed sealed and delivered in the presence of:

Shawn Howard
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wendall A. Kessler
WENDALL A. KESSLER, INDEEV.
Property Owner
Property Owner's Address: 102 ENGLISH MANOR
GUYTON, GA 31312

Signed sealed and delivered in the presence of:

Shawn Howard
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wendall A. Kessler, PRES.
WENDALL A. KESSLER, PRES.
AMRY DEVELOPMENT, INC.
Property Owner
Property Owner's Address: 102 ENGLISH MANOR
GUYTON, GA 31312

Signed sealed and delivered in the presence of:

Shawn Howard
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wendall A. Kessler, REG. AGENT
WENDALL A. KESSLER, REG. AGENT
STONEGATE AMENITIES, INC.
Property Owner
Property Owner's Address: 200 PEBBLESTONE DRIVE
BLOOMINGDALE, GA 31302

Signed sealed and delivered in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Robert B. Cronin
Property Owner
Property Owner's Address: 461 Old
River Rd Edens, GA 31307

Signed sealed and delivered in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wilma J. Ginn
Property Owner
Property Owner's Address: 461 Old
River Rd Eden, Ga 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2005

C. Leta H. Bunnell
Property Owner
Property Owner's Address: 4770 Old
River Rd Eden, Ga. 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2005

William C. Atkins
Property Owner
Property Owner's Address: 297 Old River Rd
Eden Georgia 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2005

Melissa S. Atkins
Property Owner
Property Owner's Address: 297 Old River Rd.
Eden, Ga. 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2005

Jim W. Bellas
Property Owner
Property Owner's Address: 445 Old River Rd.
Blairsville, Ga. 31302

Signed sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Property Owner
Property Owner's Address: _____

EXHIBIT H

LEASE

This agreement, made this 20th day of April, 2005 between AMBY DEVELOPMENT, INC., a Georgia Corporation, having its principal office in Effingham County, Georgia (hereinafter "Lessor") and STONEGATE AMENITIES, INC., a Georgia Non-Profit Corporation having its principal office in Effingham County, Georgia (hereinafter "Lessee")

Lessor does hereby grant, demise and let, and Lessee does hereby take that parcel of land that is located adjacent to and to the East of Lots 43 through 51, inclusive, and to the South of Lots 52, 53 and 64, and extends up to and behind lots 60 to 64, inclusive, and is located to the North of the Club House and Amenities Area, all of the Pebblestone Section of Stonegate Subdivision. Such property is also known as that tract which now or will have or is reserved for the drain field area of the Land Application Sewage System which will service Stonegate Subdivision and has specifically been excluded from the Common Area which has been or is to be conveyed to the Lessor in any other manner than this Lease, from the 20th day of April, at the rent or sum of One Dollar (\$1.00) per month, plus other consideration outlined herein.

It is further agreed by and between the parties that the Lessee shall be able to use the property for Recreation purposes, inclusive of Soft Ball field and soccer field, but not limited thereto. It is understood that no clay shall be used and that all areas must be maintained in grass for the purpose of the drain field. All mowing and maintenance costs shall be paid by the Lessee. Softball backstops and similar fencing may be installed at the expense of the Lessee and after consultation with the Lessor to determine any location of underground piping. No other digging or construction of any kind will be permitted upon the property.

It is further agreed by and between the parties that the Lessee shall maintain proper insurance to cover all appurtenances located above the ground level of this property and to maintain proper liability insurance to cover any and all activities conducted thereon.

It is further agreed by and between the parties that the Lessee and its Members shall at all times hold the Lessor harmless for any and all matters, circumstances, accidents, situations or damages of any kind which may arise on this property.

It is further agreed by and between the parties that the Lessee shall take all steps necessary to protect the underground piping, inclusive but not limited to the tubing, valves, wiring, and controls that shall now or hereafter exists.

It is further agreed by and between the parties that the Lessor shall at all times have access to this property and be able to use it for the purpose of the drain field for the Land Application Sewer System and any expansion thereof.

It is further agreed by and between the parties that the lease herein provided has been executed this 20th day of April, 2005, and shall run with the land on a month to month basis for a 20 year period and shall be extended or terminated under the same terms and

conditions of the General Declaration of Covenants and Restrictions for Stonegate Subdivision for that Declaration as contained therein, with the following exceptions:

(a) It is agreed that if in the sole opinion of the Lessor or his assigns that the property is not being maintained, used for the purpose of, or cared for as outlined in this Lease, the Lease shall terminate and the Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon; or

(b) At any time during the lease it is determined by a two-thirds (2/3) vote of the Association Members that they wish to cancel this lease, for any reason, that cancellation will be granted by Lessor and that Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon

IN WITNESS WHEREOF, the parties hereto do set their hands and seals.



Witness

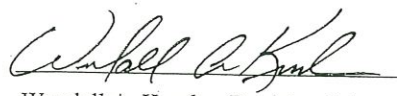


Wendall A. Kessler, President

AMBY DEVELOPMENT, INC.



Witness



Wendall A. Kessler, Registered Agent

STONEGATE AMENITIES, INC.

LEASE

EXHIBIT I

This agreement, made this 20th day of April, 2005 between AMBY DEVELOPMENT, INC., a Georgia Corporation, having its principal office in Effingham County, Georgia (hereinafter "Lessor") and STONEGATE AMENITIES, INC., a Georgia Non-Profit Corporation having its principal office in Effingham County, Georgia (hereinafter "Lessee")

Lessor does hereby grant, demise and let, and Lessee does hereby take that parcel of land which lies to the North of the Service Road shown on the Subdivision Plat for Stonegate Subdivision and recorded and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet C, Page 77C-1, and being the part of the Eighty-Six and Sixty Five Hundredths (86.65) acres, more or less, from which the Subdivision was created, with such (86.65) acres tract being more particularly described in Exhibit "A" attached to the General Declaration of Covenants and Restrictions for Stonegate Subdivision and as Parcel 1 on a plat of said lands as more particularly described in Exhibit "B" of said Declaration. Said property has specifically been excluded from the Common Area which has been or is to be conveyed to the Lessor in any other manner than this Lease, from the 20th day of April, at the rent or sum of One Dollar (\$1.00) per month, plus other consideration outlined herein.

It is further agreed by and between the parties that the Lessee shall be able to use the property for Recreation purposes, inclusive of walking trails, picnics, fishing, camping, and other general recreation. All mowing and maintenance costs shall be paid by the Lessee. No construction of any kind will be permitted upon the property without the permission of the Lessor.

It is further agreed by and between the parties that the Lessee shall maintain proper insurance to cover all structures and appurtenances that it may own, if they wish it to be insured, and to maintain proper liability insurance to cover any and all activities conducted thereon by Lessee.

It is further agreed by and between the parties that the Lessee and its Members shall at all times hold the Lessor harmless for any and all matters, circumstances, accidents, situations or damages of any kind which may arise on this property.

It is further agreed by and between the parties that the Lessor shall at all times have access to this property and be able to use it for his pleasure at any time, and that Lessor may allow groups or individuals of his choosing to use this property at any time. It is specifically noted that Lessee shall not have access to any structure which may exist now or later that is or was erected by the Lessor, without the written consent of the Lessor.

It is further agreed by and between the parties that the terms and conditions of the Lake Agreement which is more particularly described in Exhibit "G" which is attached to and by reference made a part of the General Declaration of Covenants and Restrictions for Stonegate Subdivision must be abided to at all times while using this area.

042

It is further agreed by and between the parties that the lease herein provided has been executed this 20th day of April, 2005, and shall run with the land on a month to month basis for a 20 year period and shall be extended or terminated under the same terms and conditions of the General Declaration of Covenants and Restrictions for Stonegate Subdivision for that Declaration as contained therein, with the following exceptions:

(a) It is agreed that if in the sole opinion of the Lessor or his assigns that the property is not being maintained, used for the purpose of, or cared for as outlined in this Lease, the Lease shall terminate and the Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon; or

(b) At any time during the lease it is determined by a two-thirds (2/3) vote of the Association Members that they wish to cancel this lease, for any reason, that cancellation will be granted by Lessor and that Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon

IN WITNESS WHEREOF, the parties hereto do set their hands and seals.

Carol Hinky

Witness

Wendall A. Kessler

Wendall A. Kessler, President
AMBY DEVELOPMENT, INC.

Carol Hinky

Witness

Wendall A. Kessler

Wendall A. Kessler, Registered Agent
STONEGATE AMENITIES, INC.

FILED FOR RECORD
D.D. BK. 864
PAGE NO. 403

043
403

02 AUG 28 AM 8:52

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

EXHIBIT "A"

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

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 620.00
Date 8-28-2002
Elizabeth Z. Hursey
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of August, 2002, between LESTER R. SHEAROUSE of the FIRST PART, and AMBY DEVELOPMENT, INC. 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, its successors and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty-Five Hundredths (86.65) acres, more or less, and being known and designated as Parcel 1 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of W.C. (Billy) Atkins; on the Northeast by Little Ogeechee River; on the East and Southeast by lands of Sustainable Forest Products; on the South by lands of Wayne C. Dasher; on the Southwest by Central Avenue, and on the West by Old River Road, by lands of Clela H. Burnsed, by lands of Robert Cronin and by lands of Jim Sellers.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Thirteen and Thirty-Two Hundredths (13.32) acres, more or less, and being known and designated as Parcel 2 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by U.S. Highway 80; on the East by Little Ogeechee River and by lands of Fred Blitch; on the South-Southwest by lands of W. C. (Billy) Atkins; on the West-Southwest by Old River Road, and on the West and Northwest by lands formerly of Shearouse and U.S. Highway 80.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing Lake Jean being on a portion of the said lands above described.

Said plat showing the Savannah Electric & Power Company running across said lands.

There shall be no mobile homes located on said property as permanent dwellings.

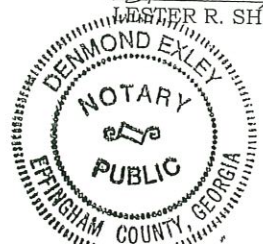
SUBJECT to restrictive covenants and easements of record. *MS*

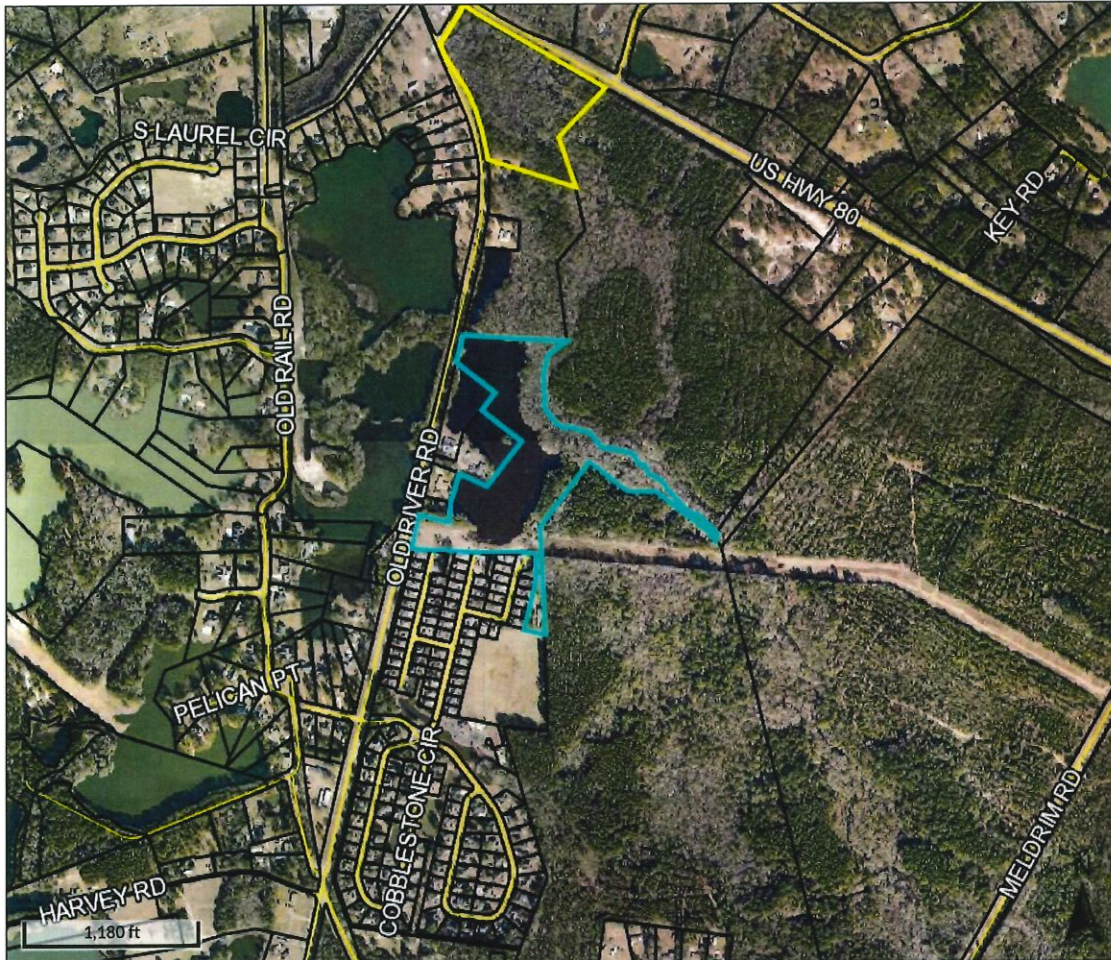
TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, its successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property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

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

Lester R. Shearouse (SEAL)
LESTER R. SHEAROUSE

Signed, sealed and delivered
in the presence of:
Betty M. Elliott
Unofficial Witness
Denmond Exley
Official Witness - Notary Public
Date notarized: 8-26-02





Overview

Legend

- Parcels
- Roads

Parcel ID	03290026	Owner	AMBY DEVELOPMENT INC	Last 2 Sales			
Class Code	Commercial		102 ENGLISH MANOR	Date	Price	Reason	Qual
Taxing District	01-County		GUYTON, GA 31312	8/26/2002	\$620000	UV	U
	County	Physical Address	200 PEBBLESTONE DR	n/a	0	n/a	n/a
Acres	23.31	Assessed Value	Value \$201747				

(Note: Not to be used on legal documents)

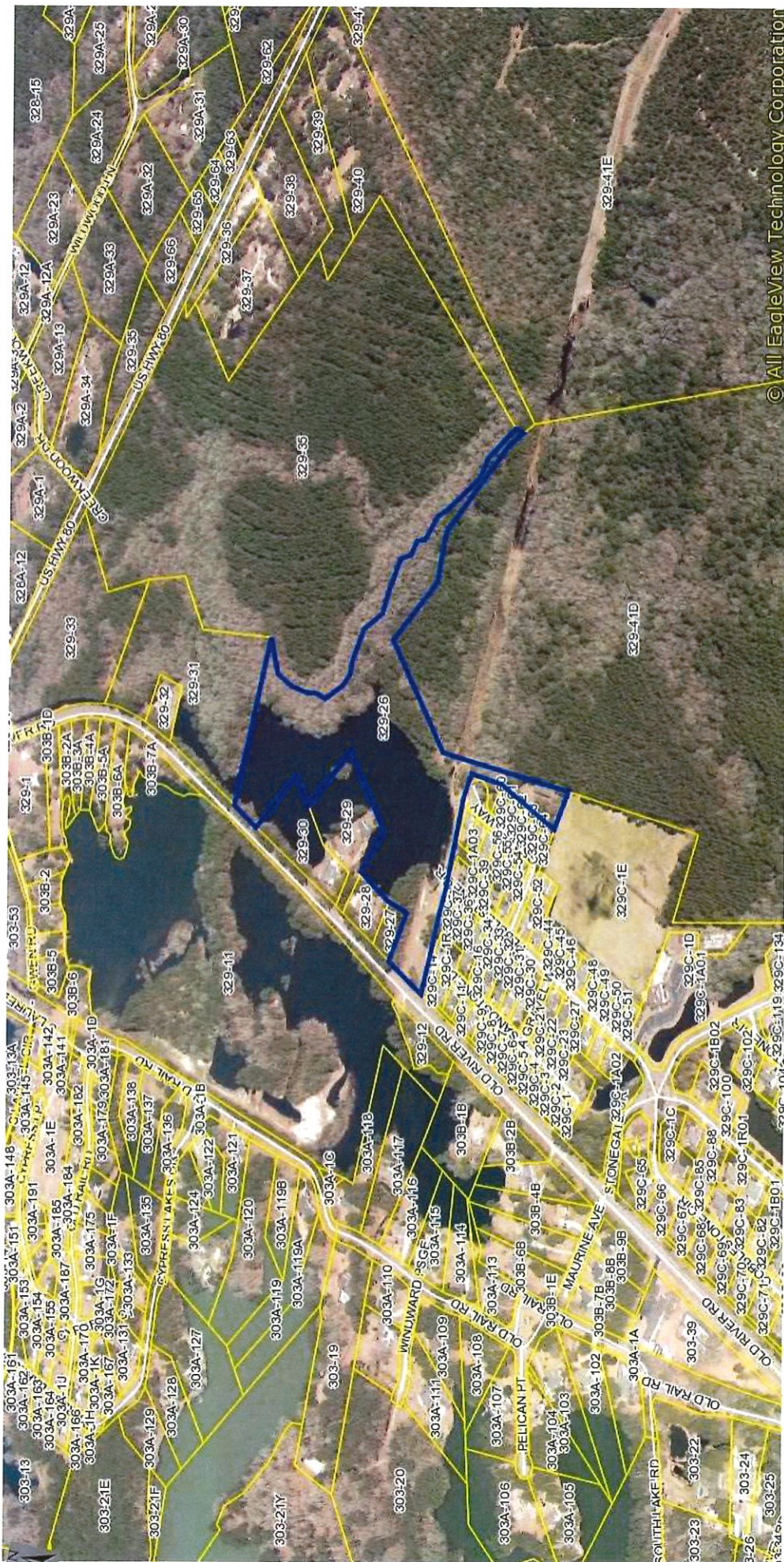
Date created: 1/31/2022
Last Data Uploaded: 1/28/2022 8:07:01 PM

Developed by Schneider GEOSPATIAL

THIS IS CLOSE
OUTLINE OF
PROPERTY LEFT.

ONLY ACCESS IS OFF
OF OLD RIVER ROAD
UNLESS YOU DRIVE ACROSS
COMMON AREA AT END OF
GRAVEL WAY

329-26



Old River Road

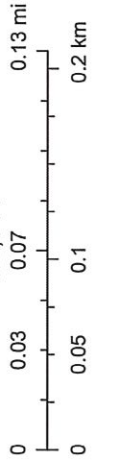


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- ◆ Address Points
- 320 Parcels2020
- Agriculture
- Residential
- Transportation/Utilities

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

1:4,514



Maxar

Old River Road

Item XVI. 3.



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321

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 **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

AZ

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 X DISAPPROVAL _____

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
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- 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 PEH DISAPPROVAL _____

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PEH

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Wendall A. Kessler** as Agent for **Amby Development** requests to **rezone** 23.3 acres from **PD** to **AR-1** to allow for a home site. Located off Old River Road. **Map# 329 Parcel# 26**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 23.3 acres from **PD** to **AR-1** to allow for a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The 23.3-acre parcel was rezoned to PD on January 21, 2003, as part of an 86.65-acre rezoning which created Stonegate Subdivision.
- The applicant wishes to rezone the 23.3 acres, known as Lake Jean in supporting documentation, to AR-1 in order to remove the lot from the Stonegate PD and establish a private residence.
- Page 10, sec. 2.42 of the original 2005 covenants states that “(The) Developer specifically reserves the right to split, subdivide, reconfigure, or recombine its Lots”. The applicant is the Developer named in the document and has retained ownership of the Lake Jean parcel.
- An amendment to the covenants was recorded in 2011, revoking the HOA lease and rights to “The Lake” which is described in a manner that indicates Lake Jean.
- The applicant requested AR-1 zoning specifically. As the parcel meets the requirements of the AR-1 zoning district, and AR-1 zoning is compatible with surrounding properties, Staff is recommending approval. It should be noted that, given the unique shape of the parcel, the amount of lake coverage, presence of wetlands, and unknown location of future building, it is not guaranteed that the applicant will be able to meet required building setbacks.
- At the October 17, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 23.3 acres from **PD** to **AR-1** to allow for a home site, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. The applicant must provide a legal easement to the Stonegate HOA to allow access to Lake Jean as part of Stonegate’s drainage system.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 23.3 acres from **PD** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. The applicant must provide a legal easement to the Stonegate HOA to allow access to Lake Jean as part of Stonegate’s drainage system.
2. **Deny** the request to **rezone** 23.3 acres from **PD** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
329-26

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
329-26

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 WENDALL A. KESSLER AS AGENT FOR AMBY DEVELOPMENT has filed an application to rezone twenty-three and thirty hundredth (23.3) +/- acres; from PD to AR-1 to allow for a single family home site; map and parcel number 329-26, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 1, 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-three and thirty hundredth (23.3) +/- acres; map and parcel number 329-26, located in the 1st commissioner district is rezoned from PD to AR-1, with the following conditions:

1. The lot shall meet the requirements of the AR-1 zoning district.
2. The applicant must provide a legal easement to the Stonegate HOA to allow access to Lake Jean as part of Stonegate’s drainage system.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Effingham County Industrial Development Authority** as Agent for **Effingham County Board of Commissioners** requests a **variance** from *section 3.38.9 Freestanding Sign Size*, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel. Located on Savannah Portside Industrial Parkway, zoned I-1. **Map# 329D Parcel# 1C**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from *section 3.38.9 Freestanding Sign Size*, with conditions.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The applicant is proposing a sign design with a sign face of approximately 112 square feet. The maximum signable area (section 3.38.9 a) for a freestanding sign on an I-1 zoned, multiple tenant parcel is 100 square feet.
- The proposed sign is designed and sized for high visibility, promoting safe access for truck traffic, while providing an aesthetically pleasing entry.
- At the October 17, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **variance** from *section 3.38.9 Freestanding Sign Size*, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel, with the following condition:
 - The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, nor obstruct driver visibility.
- The motion was seconded by Peter Higgins and carried unanimously.

Alternatives

1. Approve the request for a **variance** from *section 3.38.9 Freestanding Sign Size*, with the following condition:

- The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, nor obstruct driver visibility.

2. Deny the request for a **variance** from *section 3.38.9 Freestanding Sign Size*.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

- Variance application
- Ownership certificate/authorization

Other Alternatives: 2

FUNDING: N/A

3. Site Plan
 4. Aerial photograph
 5. Deed

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 9-12-22

Applicant/Agent: Effingham County Industrial Development Authority

Applicant Email Address: bherndon@effinghamindustry.com

Phone # 912-392-3000

Applicant Mailing Address: 777 Old Augusta Road

City: Rincon State: Georgia Zip Code: 31326

Property Owner, if different from above: Effingham County Board of Commissioners
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 0 SAVANNAH PORTSIDE IN PKWY

Name of Development/Subdivision: PORTSIDE INDUSTRIAL PARK

Present Zoning of Property I-1 Tax Map-Parcel # 329D-1C Total Acres < 0.1 ac

VARIANCE REQUESTED (provide relevant section of code): 3.38.9 (maximum sign face in I-1)

Describe why variance is needed: Sign has been design for making the park readily visible while
having a focus on aesthetics. The current design of the sign requires a variance of up to 115 s.f.
per sign face.

How does request meet criteria of Section 7.1.8 (see Attachment C): _____

This request meets the criteria in that the 100 s.f. limitation has proved inadequate on similar signs
elsewhere in the County. Please see attached plans for reference for high quality aesthetics.

Applicant Signature:  Date 9/12/22



Effingham County Development Services

601 North Laurel Street
Springfield, Georgia 31329
Phone: (912) 754-2105
Fax: (912) 754-2107

RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION

Applicant/Owner's Authorized Agent: Effingham County Industrial Development Authority

Address: 777 Old Augusta Road
Rincon Georgia 31326 Email: bherndon@effinghamindustry.com

24-Hour Contact-Name: Brandt Herndon 24-Hour Contact-Phone: 404-787-0896

Project Name & Location: Savannah Portside Entry Signage
0 SAVANNAH PORTSIDE IN PKWY

Description of Encroachment Activity: Construction of a multi tenant industrial park sign within
the existing median at Old River Road.

- Attachments/Exhibits:
- TRAFFIC CONTROL PLAN (MUTCD)
 - PLANS SHOWING EXTENT OF ACTIVITY
 - Signage Plans by Thomas & Hutton
 - _____

Any special conditions: Coordinate with Georgia Power for proposed relocation of Pole.

Check all that apply:

- | | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> Water Main | <input type="checkbox"/> Gravity Sewer Main | <input type="checkbox"/> Sewer Force Main |
| <input type="checkbox"/> CAT | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric |
| <input type="checkbox"/> Fiber | <input type="checkbox"/> Telephone | <input checked="" type="checkbox"/> Other <u>signage and landscape</u> |

Estimated Start Date: 9-26-22 Estimated Completion Date: 12/31/2022

ON APPROVAL OF PERMIT APPLICATION, THE APPLICANT AGREES TO CONFORM TO ALL REQUIREMENTS OF EFFINGHAM COUNTY'S ORDINANCES AND CODES PERTAINING TO RIGHT OF WAY ENCROACHMENT.

Brandt Herndon
Owner/Authorized Agent

Trevor Shoemaker
Effingham County Official

Brandt Herndon
printed name

Trevor Shoemaker
printed name

Date signed: 9/19/22

Date signed: September 28th, 2022

The Encroachment Request submitted by _____ Brandt Herndon _____ on behalf of Effingham County Industrial Development Authority, for the above-referenced project to encroach into the County's right of way is approved based on the following conditions:

1. The improvements constructed within the right of way shall remain the property of the Applicant, and the Applicant takes full responsibility, including maintenance and/or repair of the improvements, that there shall be no cost to the County for the cost, installation, operation, maintenance, and/or removal of said improvement.
2. In regards to construction performed in the right of way, any traffic control signage is to be provided by the Applicant. The County is to be notified prior to work to be performed in the right of way including grading, pavement installation, water/sewer connections to existing mains and drainage improvements. If installation of new water/sewer connections requires interruption of existing County services, the Applicant is to notify the County a minimum of 24 hours prior to the interruption.
3. Prior to backfilling any water/sewer connections to existing County utilities, the applicant is to notify County Engineering for an inspection. Any backfill performed prior to a County inspection may cause the Applicant to uncover the connections to allow the inspections to occur.
4. The Applicant understands and agrees that the improvement encroached upon the County's right of way and that the improvement may remain as long as they shall stand in good condition. If the improvement is in need of inspection, and/or repair, the Applicant expressly allows the County to enter the premises to inspect the improvement.
5. If the Applicant, successors and/or assigns desires to remove the improvements, the Applicant shall, at the option of the County and at no expense to the County, restore the right of way by filling in any holes or other damage by the removal of the same to a condition acceptable to the County, and in accordance with County specifications.
6. The County may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, welfare and safety of the public or for any other public purpose. It is further understood and agreed upon that the County may at any time determine in its sole discretion to use or cause or permit the right of way to be used for any public purpose, including, but not limited to underground, surface or overhead communication, drainage, sanitary sewage, transmission of natural gas or electricity, or any other public purpose whether presently contemplated or not.
7. Applicant understands and agrees that the granting of any encroachment grants no ownership rights to the property.
8. Applicant agrees to comply fully with all applicable federal, state and local laws, statues, ordinances, codes or regulations with the construction, operation and maintenance of said improvement, encroachment and use.
9. Applicant agrees to indemnify, and does hereby indemnify, hold harmless, and defend the County its officers, agents, servants, and employees from and against any claims or suits for property damage or loss and/or personal injury, including death, to any and all persons arising out of or in connection with directly or indirectly, the construction, maintenance, and existence or location of said improvement.



SIGNAGE AND LANDSCAPE PLANS

FOR

SAVANNAH PORTSIDE - ENTRY IMPROVEMENTS

EFFINGHAM COUNTY, GEORGIA

PREPARED FOR:
**EFFINGHAM COUNTY INDUSTRIAL
 DEVELOPMENT AUTHORITY**
 P.O. BOX 1078
 SPRINGFIELD, GA 31329
 TM# 03290-00000-041-A00

PREPARED BY:
THOMAS & HUTTON

OCTOBER 6, 2021
 J-28042.0005



REVISION HISTORY		
REV. NO.	REVISION	DATE

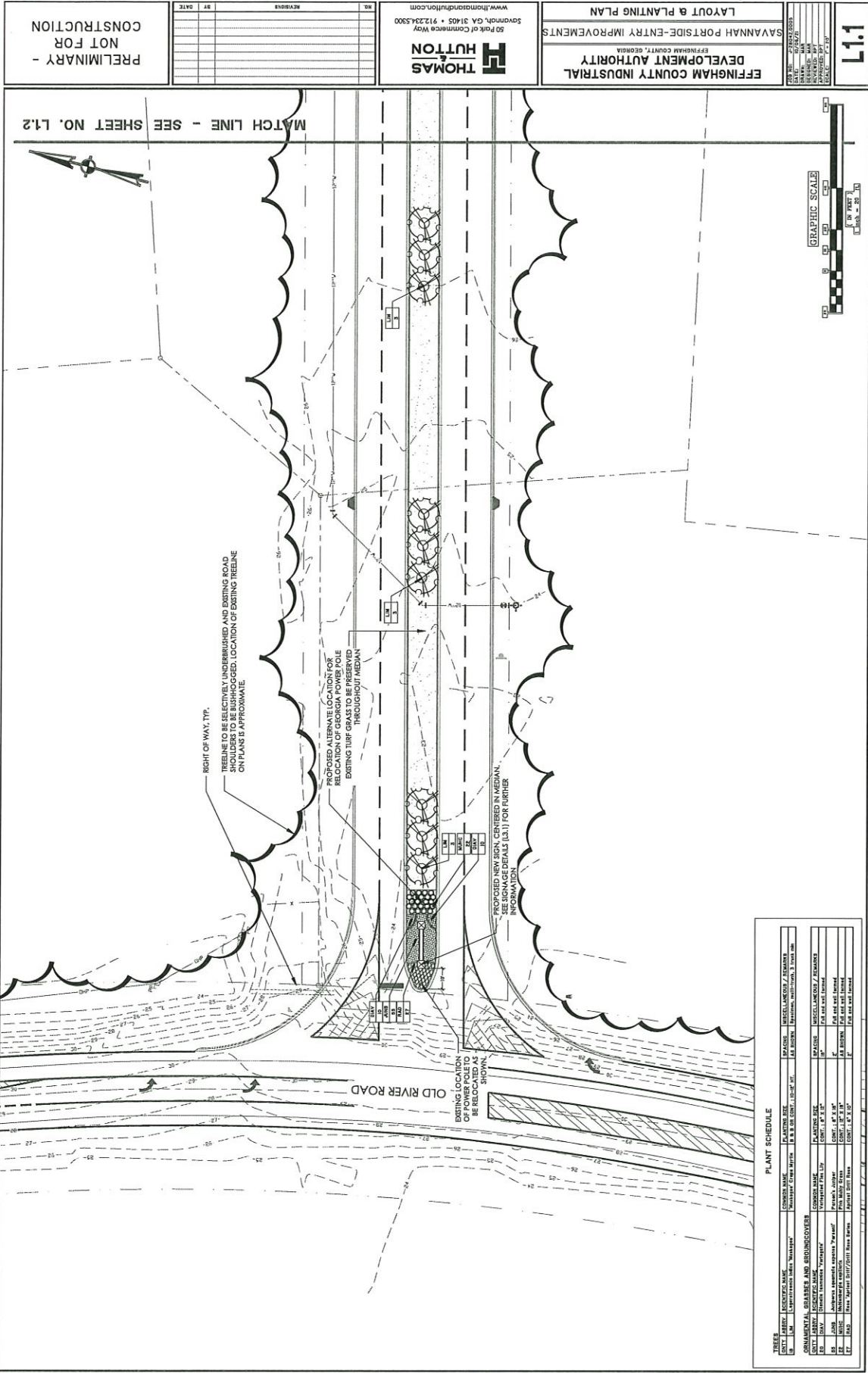
SUBMITTAL HISTORY		
NO.	DATE	REVISION

Sheet Number	Sheet Title
CS	COVER SHEET
L1.1	LAYOUT & PLANTING PLAN
L1.2	LAYOUT & PLANTING PLAN
L2.1	LANDSCAPE FINDER & DETAILS
L2.2	LANDSCAPE FINDER & DETAILS
L3.1	STORAGE DETAILS



50 Pats of Commens Way
 P.O. Box 1000, Springfield, GA 31329
 www.thomashutton.com

Item XVI. 5.



MATCH LINE - SEE SHEET NO. L1.2



PLANT SCHEDULE

SYMBOL	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V
W
X
Y
Z

PRELIMINARY - NOT FOR CONSTRUCTION

NO.	REVISIONS	BY	DATE

THOMAS HUTTON
 50 Park of Commerce Way
 Savannah, GA 31405 • 912.324.5500
 www.thomashutton.com

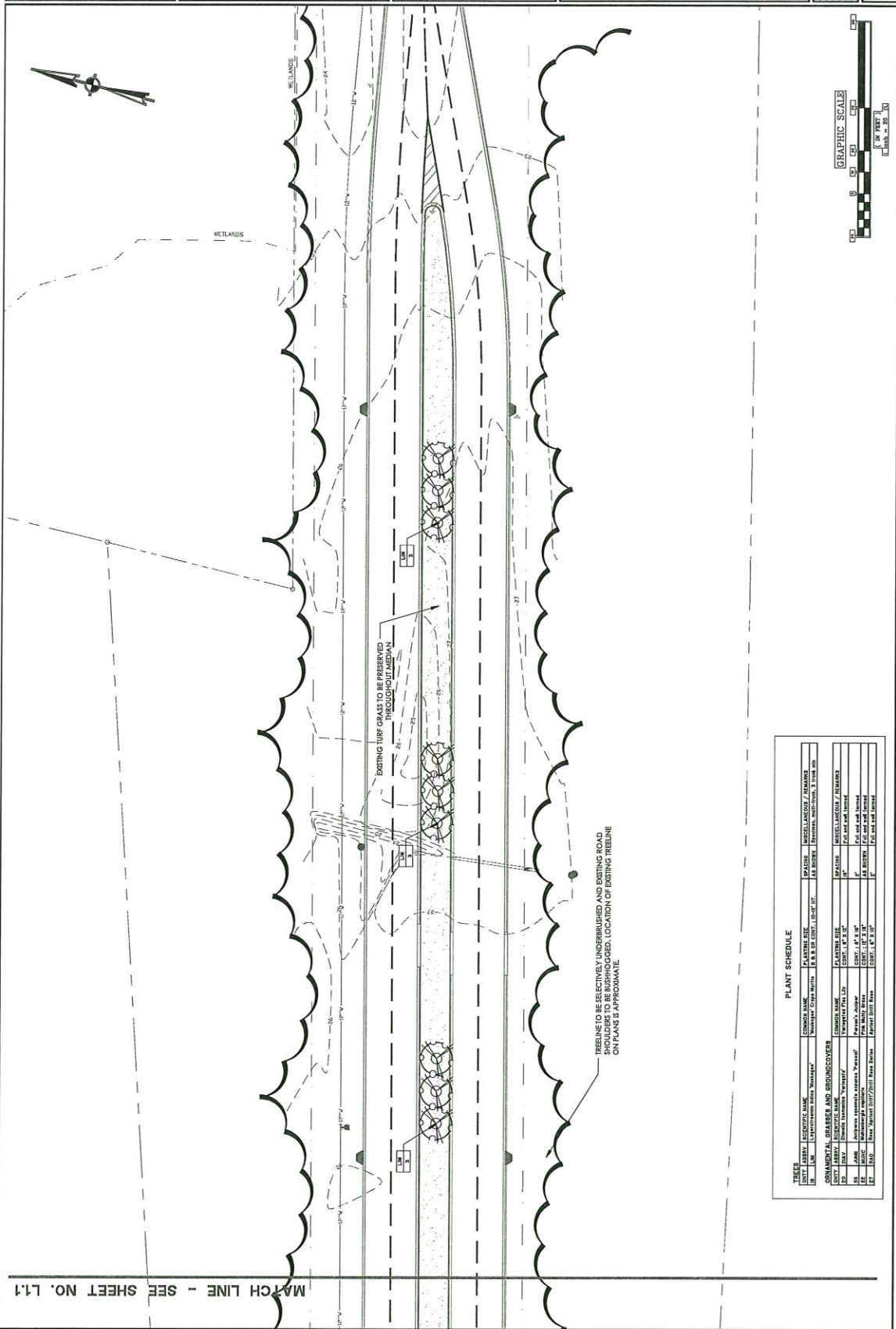
EFFINGHAM COUNTY AUTHORITY
 DEVELOPMENT AUTHORITY
 EFFINGHAM COUNTY, GEORGIA
 SAVANNAH PORTSIDE-ENTRY IMPROVEMENTS
 LAYOUT & PLANTING PLAN

SCALE: 1" = 20'
 DATE: 02/27/2020
 DRAWN: MAA
 CHECKED: JPH
 PROJECT NO.: 17-000
 SHEET NO.: L1.1

L1.1



PRELIMINARY - NOT FOR CONSTRUCTION	THOMAS HUTTON 50 Park of Commerce Way Savannah, GA 31405 • 912.343.5500 www.thomashutton.com	EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY EFFINGHAM COUNTY, GEORGIA SAVANNAH PORTSIDE-ENTRY IMPROVEMENTS LAYOUT & PLANTING PLAN	L1.2
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PLANT SCHEDULE

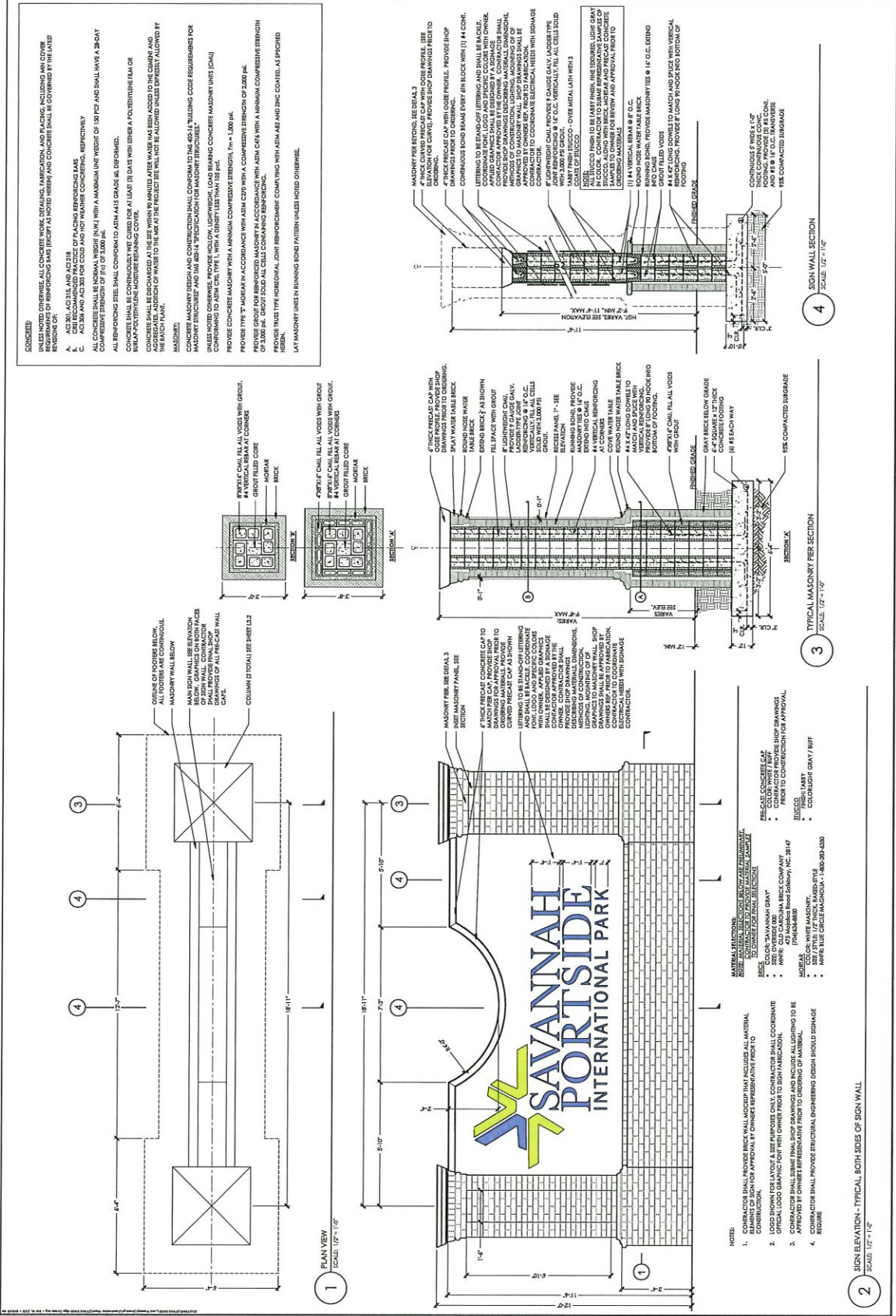
SYMBOL	SPECIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING	MISCELLANEOUS / REMARKS
T1	SPERMATOPHYTES	SPERMATOPHYTES	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T2	DECIDUOUS BROADLEAF	DECIDUOUS BROADLEAF	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T3	CONIFERS	CONIFERS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T4	SHRUBS	SHRUBS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T5	GRASSES	GRASSES	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T6	WETLANDS	WETLANDS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T7	WETLANDS	WETLANDS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T8	WETLANDS	WETLANDS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T9	WETLANDS	WETLANDS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS
T10	WETLANDS	WETLANDS	12" x 12" x 12" (1.5' x 1.5' x 1.5')	12' x 12'	PLANTING IN ROWS

THOMAS HUTTON
www.thomashutton.com
50 Park of Commerce Hwy
Savannah, GA 31405 • 912.243.5500

SAVANNAH PORTSIDE-ENTRY IMPROVEMENTS
DEVELOPMENT AUTHORITY
EFFINGHAM COUNTY, GEORGIA

L3.1

DATE: 10/27/2015
DRAWN BY: JTB
CHECKED BY: JTB
SCALE: AS SHOWN



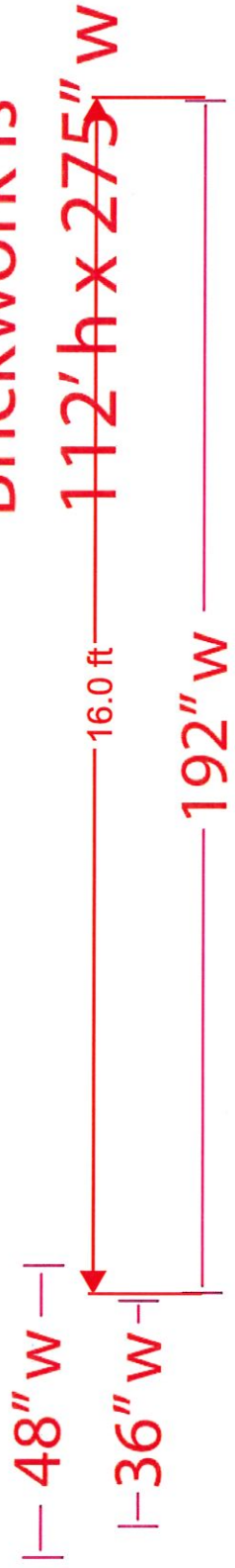
NOTE:

- CONTRACTOR SHALL PROVIDE BRICK WALL ACCORDING TO THE LISTED MATERIALS AND FINISHES. ALL MATERIAL SHALL BE APPROVED BY THE DEVELOPMENT AUTHORITY PRIOR TO CONSTRUCTION.
- LOGO BROWN FOR LAYOUT & SEE PURPOSE ONLY. CONTRACTOR SHALL COORDINATE WITH DEVELOPMENT AUTHORITY FOR FINAL LOGO GRAPHIC.
- CONTRACTOR SHALL SUBMIT FINAL SHOP DRAWINGS AND INCLUDE ALL LETTERING TO BE INSTALLED TO THE SIGN WALL TO DEVELOPMENT AUTHORITY PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING DESIGN SHOULD SIGNAGE BE REQUIRED.

MATERIAL SCHEDULE:

- BRICK: COLOR: SWANNAH GRAY
- MORTAR: TYPE: M
- MASONRY: TYPE: CMU
- REBAR: TYPE: #4
- ANCHORS: TYPE: #4
- CONCRETE: TYPE: 3,000 PSI

Brickwork is



PORTSIDE INDUSTRIAL PARK



© All EagleView Technology Corporation

Savannah Portside Industrial Parkway

Item XVI. 5.



9/13/2022, 2:09:02 PM

Legend:

- Address Points
- Parcels2020
- Effingham County Zoning
- Roads
- Tax Parcel Labels

Scale: 1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Maxar

Staff Report

Subject: 2nd Reading Zoning Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: Effingham County Industrial Development Authority as Agent for Effingham County Board of Commissioners requests a **variance** from *section 3.38.9 Freestanding Sign Size*, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel. Located on Savannah Portside Industrial Parkway, zoned I-1. **Map# 329D Parcel# 1C**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from *section 3.38.9 Freestanding Sign Size*, with conditions.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The applicant is proposing a sign design with a sign face of approximately 112 square feet. The maximum signable area (section 3.38.9 a) for a freestanding sign on an I-1 zoned, multiple tenant parcel is 100 square feet.
- The proposed sign is designed and sized for high visibility, promoting safe access for truck traffic, while providing an aesthetically pleasing entry.
- At the October 17, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **variance** from *section 3.38.9 Freestanding Sign Size*, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel, with the following condition:
 1. The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, nor obstruct driver visibility.
- The motion was seconded by Peter Higgins and carried unanimously.

Alternatives

1. **Approve** the request for a **variance** from *section 3.38.9 Freestanding Sign Size*, with the following condition:
 1. The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, nor obstruct driver visibility.
2. **Deny** the request for a **variance** from *section 3.38.9 Freestanding Sign Size*.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
329D-1C

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
329D-1C

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, EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AS AGENT FOR EFFINGHAM COUNTY BOARD OF COMMISSIONERS has filed an application for a variance, to exceed the 100 square foot maximum for a sign on an I-1 zoned parcel; map and parcel number 329D-1C, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 1, 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 a variance to exceed the 100 square foot maximum for a sign on an I-1 zoned parcel; map and parcel number 329D-1C, located in the 1st commissioner district is approved, with the following condition:

1. The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, nor obstruct driver visibility.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Scott B. Eishen** requests to **rezone** 4.72 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 7083 Clys-Kildare Road. **Map# 229A Parcel# 1**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.72 acres from **AR-1** to **AR-2** to allow for the separation of a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to split a 4.72-acre parcel. The proposed lots will be less than 5 acres and, therefore, the entire 4.72 acres must be rezoned to AR-2.
- At the October 17, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 4.72 acres from **AR-1** to **AR-2** to allow for the separation of a home site, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 4.72 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.72 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Department Review: Development Services

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

Other Alternatives: 2

FUNDING: N/A

4. Deed
5. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 9-12-22

Applicant/Agent: Scott B. Eishen

Applicant Email Address: scott.eishen@aol.com

Phone # 912-665-9444

Applicant Mailing Address: 7083 Clyo-Kildare RD.

City: Newington State: GA. Zip Code: 30446

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 7083 Clyo-Kildare RD., Newington GA. 30446

Proposed Road Access: Clyo-Kildare RD.

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 229A-1 Total Acres: 4.72 Acres to be Rezoned: 4.72

Lot Characteristics: New survey indicates 4.03 Acres.

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Doesn't meet AR-1 specifications, Split into 2

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

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

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

Residential, Agriculture - livestock, gardening

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

yes

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

Resident, Agriculture

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

Residential, Agricultural

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?

will allow possible land split, still used as residential

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

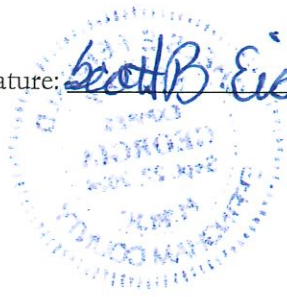
No

Applicant Signature:

Scott B. Eider

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

09/12/2019, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2544 page 748-749.

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 Scott B. Eishen SE

Print Name Scott B. Eishen

Owner's signature Laura Eishen

Print Name Laura F. Eishen

Owner's signature _____

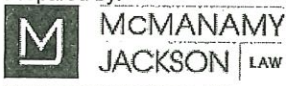
Print Name _____

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

Chelsie Fernald
Notary Public, State of Georgia



FILED IN OFFICE
9/12/2019 09:08 AM
BK:2544 PG:764-765
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

Prepared by:

McManamy Jackson, PC
415 Eisenhower Dr., No. 1
Savannah, GA 31406
(912)691-0943 phone
(912)691-0947 fax
1-191338SMS

PT-61 051-2019-002383

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of August 27, 2019 by and between

Scott Brian Eishen
(Hereinafter referred to as the "Grantor"), and

Scott Brian Eishen and Laura Fay Eishen
, as joint tenants with rights of survivorship
(hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

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

All those certain lots, tracts or parcels of land situate, lying and being in the Village of Kildare, 12th G.M. District of Effingham County, Georgia, and being shown and designated as Lots 3 and 4, each of said lots containing 1.5 acres of land, more or less, as shown upon a map or plat of 5 lots made by Lester Ackerman, R.L.S. #1069, dated May 1, 1967, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat Book 4, Page 36. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

AND ALSO, all that certain tract or parcel of land situate, lying and being in the 12th G.M. District of Effingham County, Georgia, containing 2.9 acres, more or less, according to a plat of survey made by Lester Ackerman, R.L.S. #1069, dated August 6, 1968, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat Book 4, Page 105. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

Less and except that property conveyed by Hazel H Lee to the Department of Transportation dated August 21, 2001 recorded in deed book 742, page 202, containing improvements thereon known as **7083 Clyo Kildare Rd, Newington, GA 30446, PIN 0229A-001,**

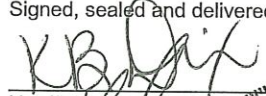
(hereinafter referred to as the "Property")

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.


AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 27th day of August, 2019, in the presence of:

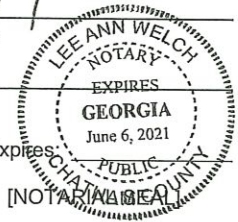


Unofficial Witness



Notary Public

My Commission Expires





Scott Brian Eishen



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

Item XVI. 7.

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
Scott Eishen
7083 Clyo Kildare Road
Newington, GA 30446

Property Location: 7083 Clyo Kildare Road
PIN: 229A-1
Total Acres: 4.72 Acres to be Rezoned: 4.72

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior



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

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

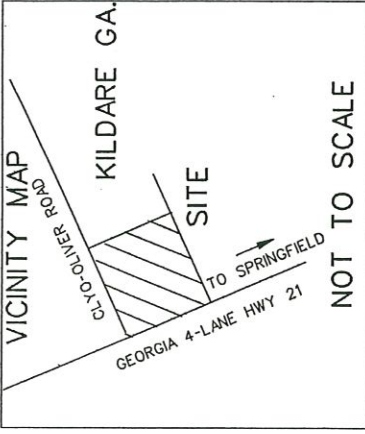


Tiffany Jackson, MPH, REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)

NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 0229A 001 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

REFERENCES:
PB-4 PAGE 105
PB-4 PAGE 36
DOT PROJECT
EDS-565 (10)



NOT TO SCALE

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR _____ DATE _____

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 or finds that this plat complies with the OSMS regulations for a typical size residence of one or two bedrooms with basic appearances. Each lot must be reviewed and approved by the zoning administrator. Modifications or changes to the issuance of a construction permit. Modifications or changes to site designation may void this approval. THIS APPROVAL IS VOID IF THE PLAT IS NOT RECORDED WITHIN 1 YEAR OF THE DATE BELOW.

Signing Authority _____ Title _____ Date _____

MINOR SUBDIVISION

SURVEY FOR

SCOTT & LAURA EISHEN

SURVEY OF 4.03 ACRES DIVIDED

INTO TWO PARCELS 1 & 2

LOCATED IN THE 12TH. G.M.D.

EFFINGHAM COUNTY, GEORGIA

SURVEYED 27 JUNE 2022

PLAT DRAWN 27 JUNE 2022

EISH.DGN JUNE 2022



OLIVER CLYO ROAD 60' R/W
374.32'
176.00'



0229A002 N/F TIMOTHY GRAHAM

PARCEL 2
0229A001
1.80 ACRES

PARCEL 1
0229A001
N/F
SCOTT & LAURA EISHEN
2.23 ACRES

02290018 N/F JENNIFER JOHNSON

GEORGIA STATE HWY 21 R/W VARIES



LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3972

SURVEYORS CERTIFICATION

I, As required by subsection (d) of O.C.G.A. Section 15-6-67, do hereby certify that the foregoing plat was prepared by me or by an assistant under my direct supervision and that I am a duly licensed Professional Engineer or Land Surveyor in the State of Georgia. I am duly licensed under the laws of the State of Georgia and I am duly licensed under the laws of the State of Georgia. I am duly licensed under the laws of the State of Georgia. I am duly licensed under the laws of the State of Georgia. I am duly licensed under the laws of the State of Georgia.



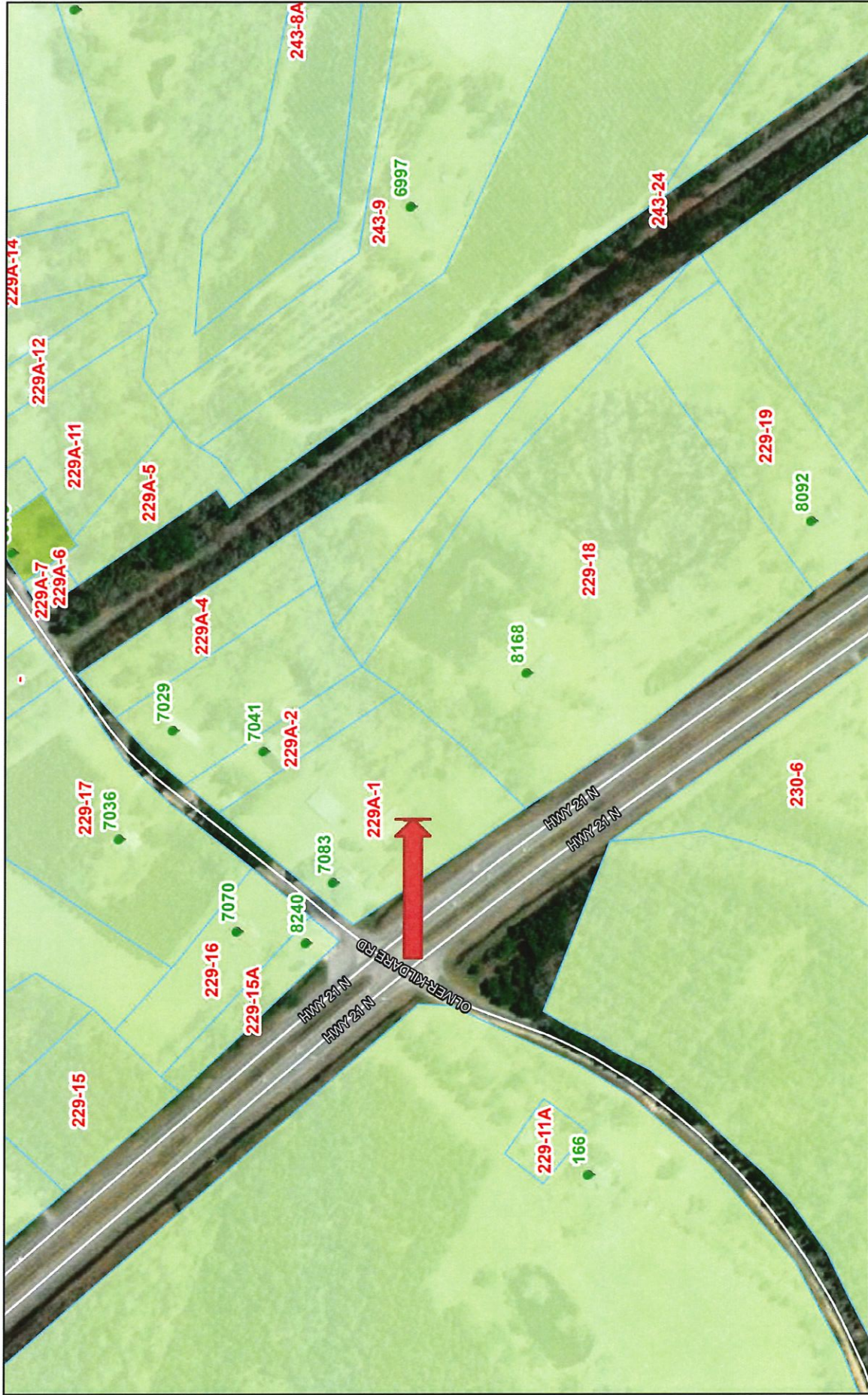
Adolph N. Michelis
GA REG. LIC. NO. 13223
DATE: 7-20-22

7083 Cloyo-Kildare Road



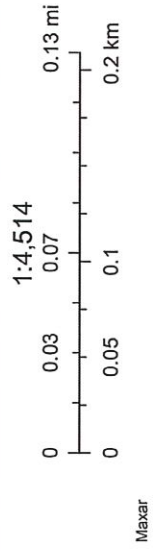
© All EagleView Technology Corporation

7083 Cloyo-Kildare Road



9/13/2022, 1:20:35 PM

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



Item XVI. 7.

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 **Scott B. Eishen – (Map # 229A Parcel # 1)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Scott B. Eishen – (Map # 229A Parcel # 1)** from **AR-1** to **AR-2** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL /

DISAPPROVAL

Of the rezoning request by applicant **Scott B. Eishen – (Map # 229A Parcel # 1)** from AR-1 to AR-2 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

AZ

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 X DISAPPROVAL _____

Of the rezoning request by applicant **Scott B. Eishen – (Map # 229A Parcel # 1)** from **AR-1** to **AR-2** zoning.

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- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS. 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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH DISAPPROVAL _____

Of the rezoning request by applicant **Scott B. Eishen – (Map # 229A Parcel # 1)** from AR-1 to AR-2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PEH

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Scott B. Eishen** requests to **rezone** 4.72 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 7083 Clys-Kildare Road. **Map# 229A Parcel# 1**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.72 acres from **AR-1** to **AR-2** to allow for the separation of a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to split a 4.72-acre parcel. The proposed lots will be less than 5 acres and, therefore, the entire 4.72 acres must be rezoned to AR-2.
- At the October 17, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 4.72 acres from **AR-1** to **AR-2** to allow for the separation of a home site, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 4.72 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.72 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
229A-1

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
229A-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS SCOTT B. EISHEN has filed an application to rezone four and seventy-two hundredth (4.72) +/- acres; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 229A-1, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on November 1, 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 four and seventy-two hundredth (4.72) +/- acres; map and parcel number 229A-1, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: Terry Griner requests to **rezone** 0.23 acres from **B-3** to **AR-1** to allow for a recombination of parcels. Located on Go Cart Road & Pound Road. **Map# 296 Parcel# 46F**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** .23 acres from **B-3** to **AR-1** to allow for a recombination of parcels, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to allow 0.23 acres of his B-3 zoned parcel to be added to adjacent Map/Parcel 296-46E. This addition to the property will serve to correct the existing property line, which currently runs through functional travel access and a structure.
- The 0.23 section is being added to a parcel that is zoned AR-1. Therefore, the 0.23 acres must also be zoned AR-1.
- The applicant was denied a request to rezone the entirety of this parcel to I-1 on August 2, 2022. Staff, in consultation with the County Attorney, have determined that this current rezoning request is not subject to the 6-month prohibition on reapplication due to the vastly different scope and intent of the proposed rezoning.
- At the October 17, 2022 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 0.23 acres from **B-3** to **AR-1** to allow for a recombination of parcels, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. A combination plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 0.23 acres from **B-3** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. A combination plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 0.23 acres from **B-3** to **AR-1**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

- | | | |
|---------------------|--|---|
| Attachments: | <ol style="list-style-type: none"> 1. Rezoning application and checklist 2. Ownership certificate/authorization 3. Plat | <ol style="list-style-type: none"> 4. Deed 5. Aerial photograph |
|---------------------|--|---|

ATTACHMENT A - REZONING AMENDMENT APPLICATION

Terry Griner

Application Date: 9/16/2022

Applicant/Agent: ~~Joan Griner Scarborough~~

Applicant Email Address: joan.scarborough941@gmail.com

Phone # 912-507-7399

Applicant Mailing Address: 401 Zettler Loop

City: Guyton, State: Ga. Zip Code: 31312

Property Owner, if different from above: Terry Griner
Include signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # 912-659-4771

Owner's Mailing Address: 925 Pound Rd

City: Guyton State: Ga Zip Code: 31312

Property Location: 975 Pound Road Pound Rd + Go Cart Rd

Proposed Road Access: Pound Rd.

Present Zoning of Property: Commercial^{B-3} Proposed Zoning: residential^{ART-1}

Tax Map-Parcel # 02960046^F Total Acres: 7.¹⁵ Acres to be Rezoned: 0.23

Lot Characteristics: Field

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Needs to be compatible zoning with adjacent parcel with which .23 acres will.

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

North _____ South _____ East _____ West _____

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

Empty field

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

NO

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

Just a little bit of room to get around the pond and yard.

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

Residential - recreation

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?

It will just give me a little yard space.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature:

Joan D. Scarborough Date Sept. 1, 2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

October 26, 2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2435 page 177-178.

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 Terry Griner
Print Name Terry Griner

Owner's signature _____
Print Name _____

Owner's signature _____
Print Name _____

Sworn and subscribed before me this 8th day of September, 20 22.

Kathleen Erin Dunning
Notary Public, State of Georgia



T

AUTHORIZATION OF PROPERTY OWNER

I, Carla D Hodges, 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: Terry Griner

Applicant/Agent Address: 925 Pound Rd

City: Guyton State: GA Zip Code: 31312

Phone: 912-659-4771 Email: grinersgrading@yahoo.com

Owner's signature Terry Griner

Print Name Terry Griner

Personally appeared before me Terry Griner (Owner print)

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

Sworn and subscribed before me this 8th day of September, 20 22.

Carla D. Hodges
Notary Public, State of Georgia



DDC# 009730
FILED IN OFFICE
10/30/2017 11:36 AM
BK:2435 PG:177-178
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COUR
T
EFFINGHAM COUNTY

Return to:
Debra Usher
43 Bluff Dr
Richmond Hill, GA 31324

QUIT CLAIM DEED PT-61 051-2017-002990

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made this 26th day of October, 2017 between DEBRA JOY GRINER USHER of the County of Bryan and of the State of Georgia, as the First Part, herinafter called Grantor and TERRY ALLEN GRINER of the County of Effingham and of the State of Georgia, as Party of the Second Part, herinafter called the Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH that: Grantor, for and in consideration of the sum of Fifty Thousand Dollars (\$50,000) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

DESCRIPTION OF PROPERTY

ALL that certain tract or parcel of land situate, lying and being in the Town of Pineora, 10th G.M. District of Effingham County. Georgia, containing Seven and Thirty-Eight Hundreths (7.38) acres, more or less and being known and designated as TRACT SIX (6) as shown on the plat herinafter referred to. Said parcel of land being bounded on the North by Tract Five (5); on the East by lands now or formerly of Pound; on the South by Go-Cart Public Road; on the West by Georgia State Highway No. 17, and on the Northwest by Pound County Public Road.

Express reference is hereby made to the plat of said lands made by Harold R. Johnson, R.L.S. #1137, dated April 9, 2004 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 122-D-1 for better determining the meters and bounds of said lands herin conveyed.

Subject, however, to restrictions, easements and right-of-way of record.

Title to the within described property has not been certified by the scrivener of this quitclaim deed.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time by any means or ways, have, claim or demand any right to

Title to said premises or appurtenances, or any rights thereof.

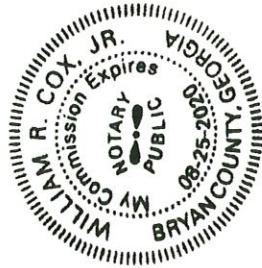
IN WITNESS WHEREOF, the Grantor has signed and sealed this 26th day of October, 2017.

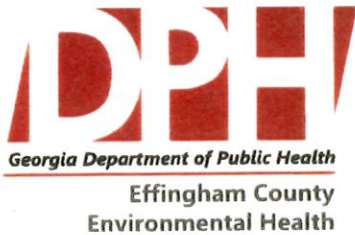
Signed, sealed and delivered
in the presence of:

[Handwritten Signature]
Witness

[Handwritten Signature]
Debra Joy Griner Usher

[Handwritten Signature]
Notary Public
10/26/2017





Coastal Health District

Item XVI. 9.

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
Terry Griner
401 Zettler Loop
Guyton, GA 31312

Property Location: Pound Road and Go Cart Road
PIN: 296-46F
Total Acres: 7.15 Acres to be Rezoned: 0.23

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 B-3 to AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior



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

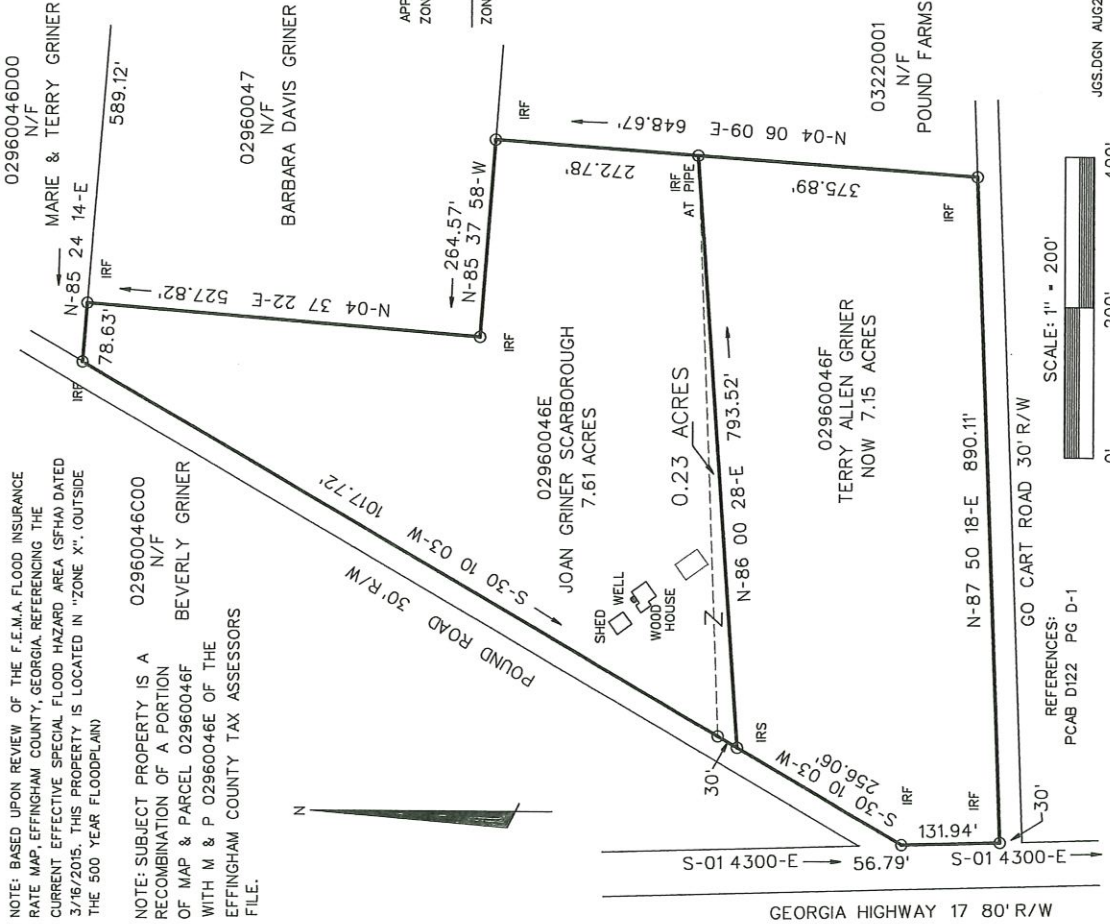
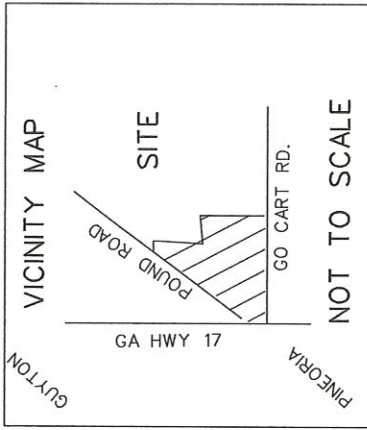
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



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



NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERRING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF A PORTION OF MAP & PARCEL 02960046F OF M & P 02960046E OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

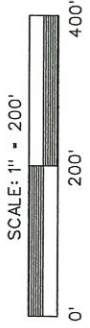
LEGEND:
 IRF 5/8" REBAR FOUND
 IRS 5/8" REBAR SET
 PL PROPERTY LINE
 CMF CONC MON FOUND
 N/F NOW OR FORMERLY
 PP POWER POLE
 EQUP. USED TOTAL STATION
 TOPCON 303
 ERROR OF CLOSURE
 1:24,000 PLAT NOT ADJUSTED
 ADOLPH N. MICHELIS & ASSO.
 736 SANDY RIDGE ROAD
 SYLVANIA, GEORGIA, 30467
 PH. (912) 829 3972

SURVEYORS CERTIFICATION

(1) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by the recording stamp of the Effingham County Register of Deeds. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of the land intended use of any parcel. Furthermore, the minimum technical standards for property surveys in Georgia are set forth in the rules and regulations of the Georgia Board of Land Surveyors and the rules and regulations of the Georgia Board of Professional Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REGISTERED PROFESSIONAL LAND SURVEYOR
 ADOLPH N. MICHELIS
 No. 13223
 DATE: 8-22-22

RECOMBINATION SURVEY
 A FAMILY SURVEY FOR
JOAN GRINER SCARBOROUGH
 SURVEY OF 0.23 ACRES FROM
 M & P 02960046F RECOMBINED
 WITH M & P 02960046E
 LOCATED IN THE 10TH. G.M.D.
 EFFINGHAM COUNTY, GEORGIA
 SURVEYED 17 AUG 2022
 PLAT DRAWN 18 AUG 2022



296-46F



© All EagleView Technology Corporation

Go Cart Road

Item XVI. 9.



9/13/2022, 1:32:31 PM

- Address Points
- Future Land Use - Plan Date 10/1/2019
 - Agriculture
 - Public/Institutional
 - Residential
 - Transportation/Utilities
 - Undeveloped
- Tax Parcel Labels
- Parcels2020
- Roads

1:4,514
 0 0.03 0.07 0.13 mi
 0 0.05 0.1 0.2 km
 Maxar

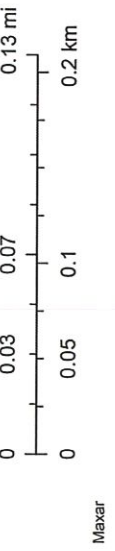
373

Go Cart Road

Item XVI. 9.



9/13/2022, 1:29:38 PM



- Address Points
- ▭ Roads
- ▭ Tax Parcel Labels
- ▭ Parcels2020
- ▭ AR-2
- ▭ B-2
- ▭ B-3
- ▭ AR-1

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 **Terry Griner – (Map # 296 Parcel # 46F)** from **B-3** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL

DISAPPROVAL

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EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL ✓

DISAPPROVAL _____

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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 X DISAPPROVAL _____

Of the rezoning request by applicant **Terry Griner – (Map # 296 Parcel # 46F)** from **B-3** to **AR-1** zoning.

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- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

DKS. 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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL *EG*

DISAPPROVAL _____

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- 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?

PEG

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: Terry Griner requests to **rezone** 0.23 acres from **B-3** to **AR-1** to allow for a recombination of parcels. Located on Go Cart Road & Pound Road. **Map# 296 Parcel# 46F**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** .23 acres from **B-3** to **AR-1** to allow for a recombination of parcels, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to allow 0.23 acres of his B-3 zoned parcel to be added to adjacent Map/Parcel 296-46E. This addition to the property will serve to correct the existing property line, which currently runs through functional travel access and a structure.
- The 0.23 section is being added to a parcel that is zoned AR-1. Therefore, the 0.23 acres must also be zoned AR-1.
- The applicant was denied a request to rezone the entirety of this parcel to I-1 on August 2, 2022. Staff, in consultation with the County Attorney, have determined that this current rezoning request is not subject to the 6-month prohibition on reapplication due to the vastly different scope and intent of the proposed rezoning.
- At the October 17, 2022 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 0.23 acres from **B-3** to **AR-1** to allow for a recombination of parcels, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. A combination plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 0.23 acres from **B-3** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. A combination plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 0.23 acres from **B-3** to **AR-1**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
296-46F

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
296-46F

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 TERRY GRINER has filed an application to rezone twenty-three hundredth (.23) +/- acres; from B-3 to AR-1 to allow for a recombination of parcels; map and parcel number 296-46F, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on November 1, 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-three hundredth (.23) +/- acres; map and parcel number 296-46F, located in the 3rd commissioner district is rezoned from B-3 to AR-1, with the following conditions:

1. The lot shall meet the requirements of the AR-1 zoning district.
2. A combination plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 2022

Item Description: **The McGraley Co.** as Agent for **Charles Layton** 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.
 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.
- And the added condition:
 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.
- The motion was seconded by Alan Zipperer and carried unanimously.

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.

2. **Deny** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

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

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>

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

WATER

Private Well
 Public Water System

SEWER

Private Septic System
 Public Sewer System

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

If public, name of supplier: _____

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 \$ 50.⁰⁰
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 9th 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 9th 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: *[Signature]* (SEAL)
LLOYD D. MURRAY, SR., Managing Member

Signed, sealed and delivered
in the presence of:
[Signature]
Unofficial Witness

[Signature]
Notary Public
OFFICIAL SEAL
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 9th 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 9th 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:

Frances McFarlan
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

www.effinghamcounty.org

This e-mail is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, distribution or disclosure is prohibited. If you are not the intended recipient, please reply to the sender and destroy all original copies of this message.

**** 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. ****

Item XVI. 11.

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

David J. ... DATE 2-9-2010

DIRECTOR

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

George B. ... DATE 2-9-2010

ZONING ADMINISTRATOR

FILED FOR RECORDING
 REC. BOOK D
 PAGE NO. 4201

2010 FEB 17 PM 12:48
 ELIZABETH Z. HURSEY
 CLERK E.C.C.S.C.

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 FLOODPLAIN)

- 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.

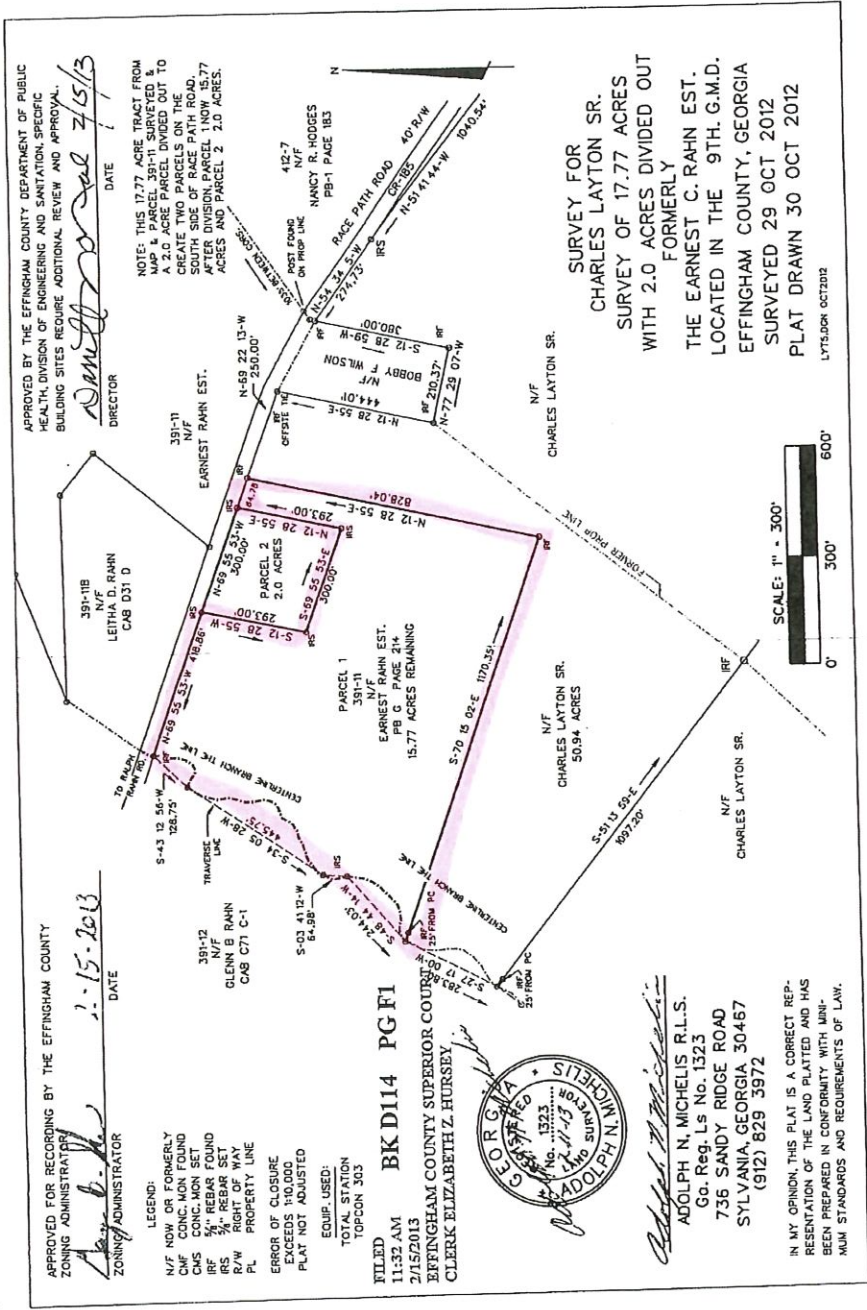
NOTE: THIS 15.87 ACRE PARCEL TO BE COMBINED WITH THE 14.78 ACRE PROPERTY OF CHARLES LAYTON SR. SURVEYED 22 JUNE 2009 BY ADOLPH N MICHELIS RLS AFTER COMBINATION 30.65 ACRES



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

N/F
 CL AND SUSAN GUILLEN
 CAS B 152F
 LYT2.DGR NOV2009

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

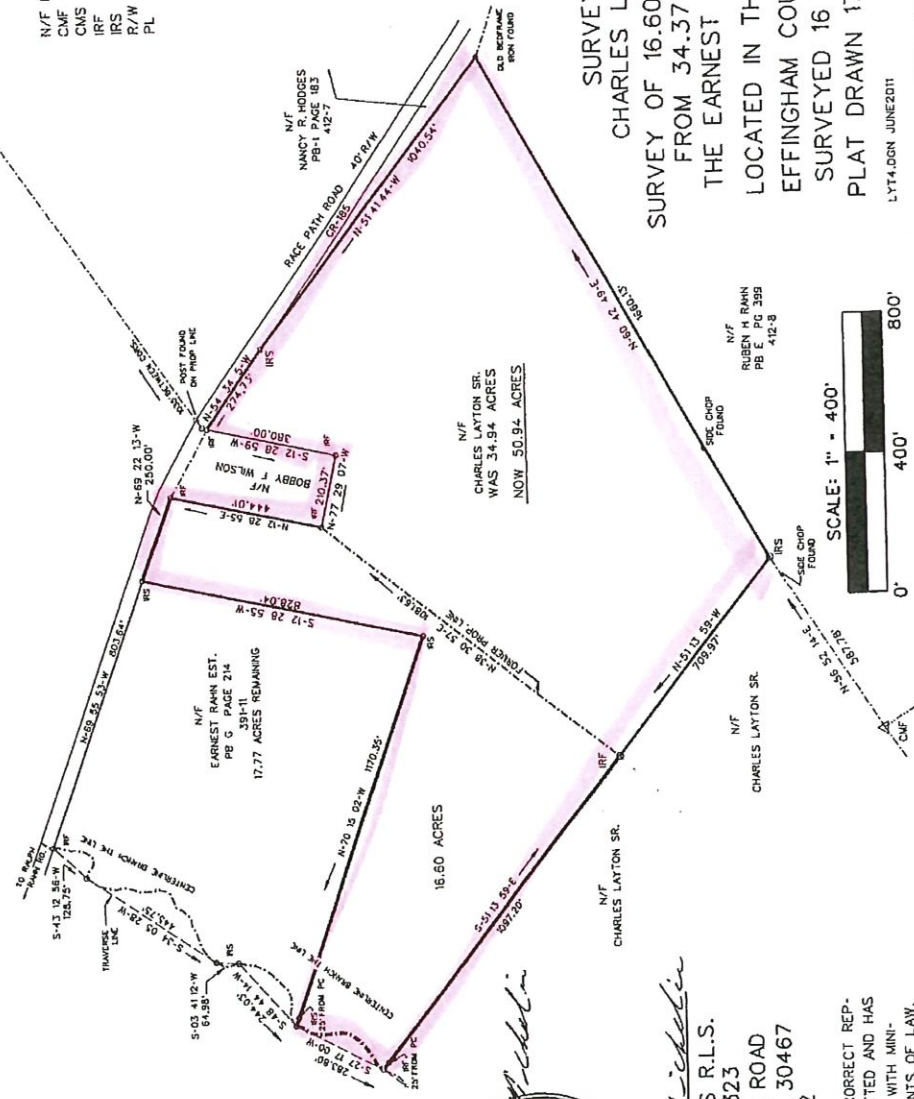


NOTE: THIS 16.60 ACRE PARCEL FROM MAP & PARCEL 391-11 TO BE COMBINED WITH THE 34.94 ACRE PROPERTY OF CHARLES LAYTON SR. SURVEYED 15 SEPT 2010 BY ADOLPH N MICHELIS RLS AFTER COMBINATION 51.54 ACRES

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

EQUIP. USED:
TOTAL STATION
TOPCON 303

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



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

L'Y14.DGN JUNE2011

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

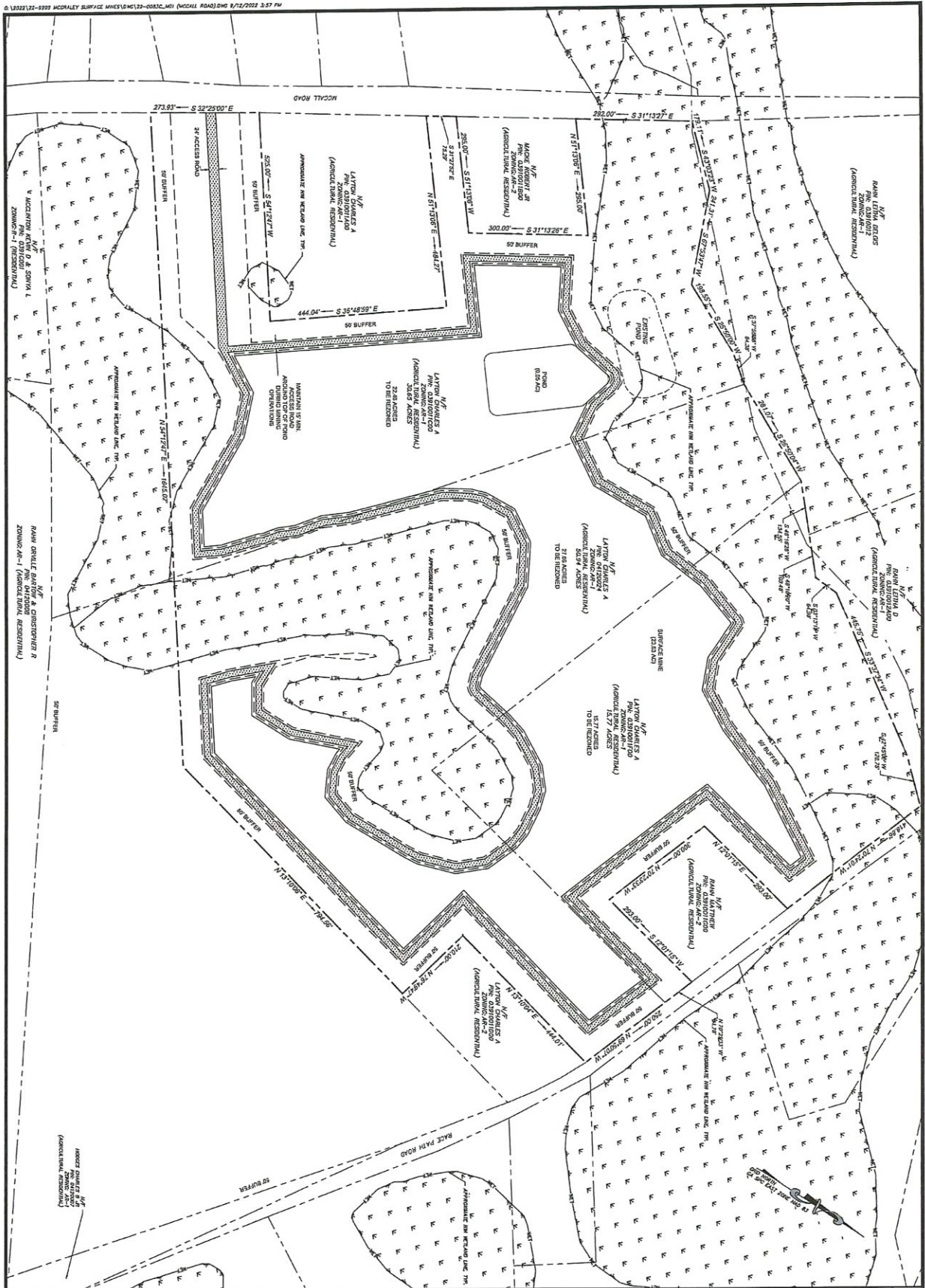
George B. Deane
ZONING ADMINISTRATOR
DATE 8-4-2011

2011 AUG -9 PM 4: 13
ELIZABETH Z. HUBBARD
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.



PROJECT NO. 22-0000
 DRAWING NO. 22-0000
 SHEET NO. 1
 DATE 11/19/2022

REZONING EXHIBIT
MCCALL ROAD SURFACE MINE
 MCCALL ROAD
 EFFINGHAM COUNTY, GEORGIA
 Prepared for:
THE MCGRILEY CO.

emc EMC ENGINEERING SERVICES, INC.
 27 Cranium Center South, Suite A
 Savannah, GA 31405
 P: (912) 232-6330
 Fax: (912) 232-6588
 sav@emc-eng.com
 www.emc-eng.com

CIVIL
 MARIE
 ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
 GREENVILLE • SAVANNAH • STATESBORO • THOMASVILLE • VALDOSTA

NO.	REVISION DESCRIPTION	DATE

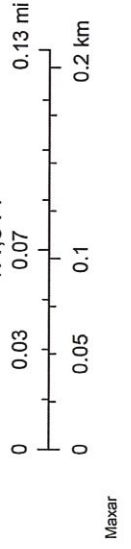
McCall Road



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

- Address Points
- Tax Parcel Labels
- Parcels2020
- Roads
- Future Land Use - Plan Date 10/1/2019
- Agriculture
- Residential
- Transportation/Utilities

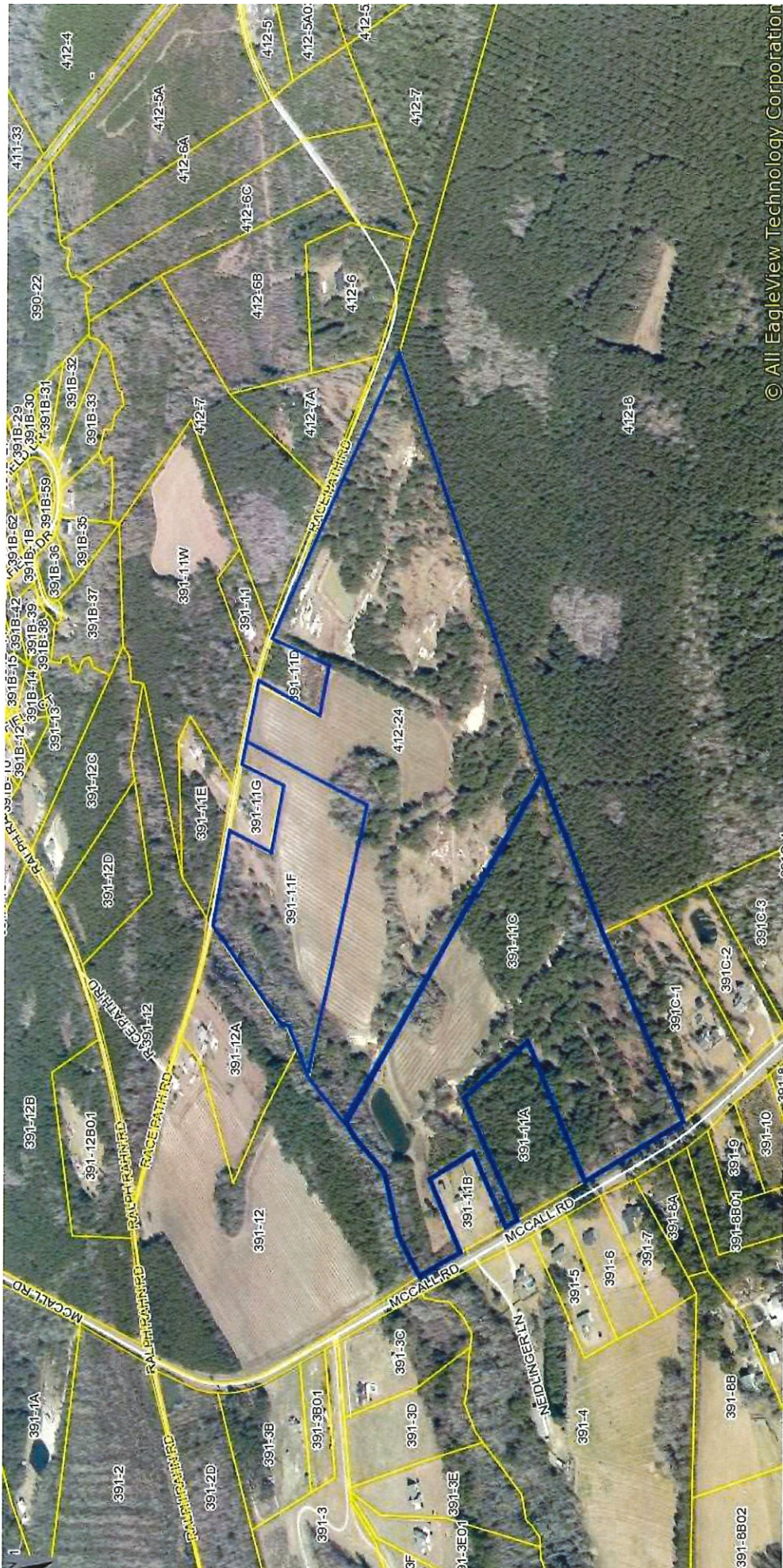
1:4,514



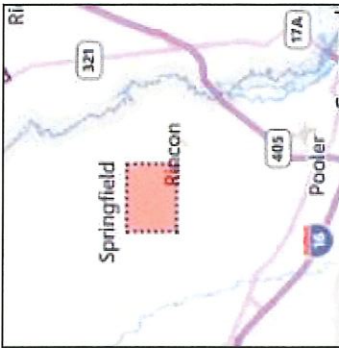
398

Item XVI. 11.

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 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 business prop.

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?

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?

Temporarily No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
better than a subdivision

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?

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: 2nd Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

Department: Development Services

Meeting Date: November 1, 2022

Item Description: **The McGraley Co.** as Agent for **Charles Layton** 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.
 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.
- And the added condition:
 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.
- The motion was seconded by Alan Zipperer and carried unanimously.

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.

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. AS AGENT FOR CHARLES LAYTON 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 4th commissioner district, and

WHEREAS, a public hearing was held on November 1, 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 4th 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.

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 1, 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.

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, por* 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.

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. Rezoning application and checklist
 - 3. 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: 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

WATER	SEWER	*no septic or well is needed for the surface mine use
<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 18th 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 10th 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.

EMMA LEE Z. DASHER (SEAL)

Signed, sealed and delivered
in the presence of:

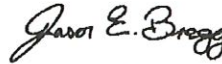
Wynsey P. Burns
Unofficial Witness

Belinda M. Pollett
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 10th 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.

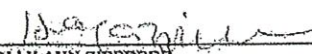
Express reference is hereby made to the plat of said lands made by Adolph N. Michell,
R.L.S. #1323, dated December 20, 2011 and record in the Office of the Clerk of the
Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94D1, for
better determining the metes and bounds of said lands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

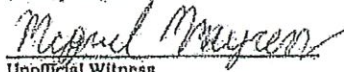
SUBJECT to restrictive covenants and encumbrances of record.

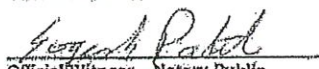
TO HAVE AND TO HOLD said property, together with all and singular the rights,
members, hereditaments, improvements, easements, and appurtenances thereunto belonging
or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE
SIMPLE with full WARRANTY OF TITLE to said property 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 XVI. 13.

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

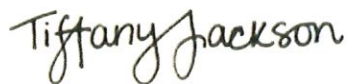


to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

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

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

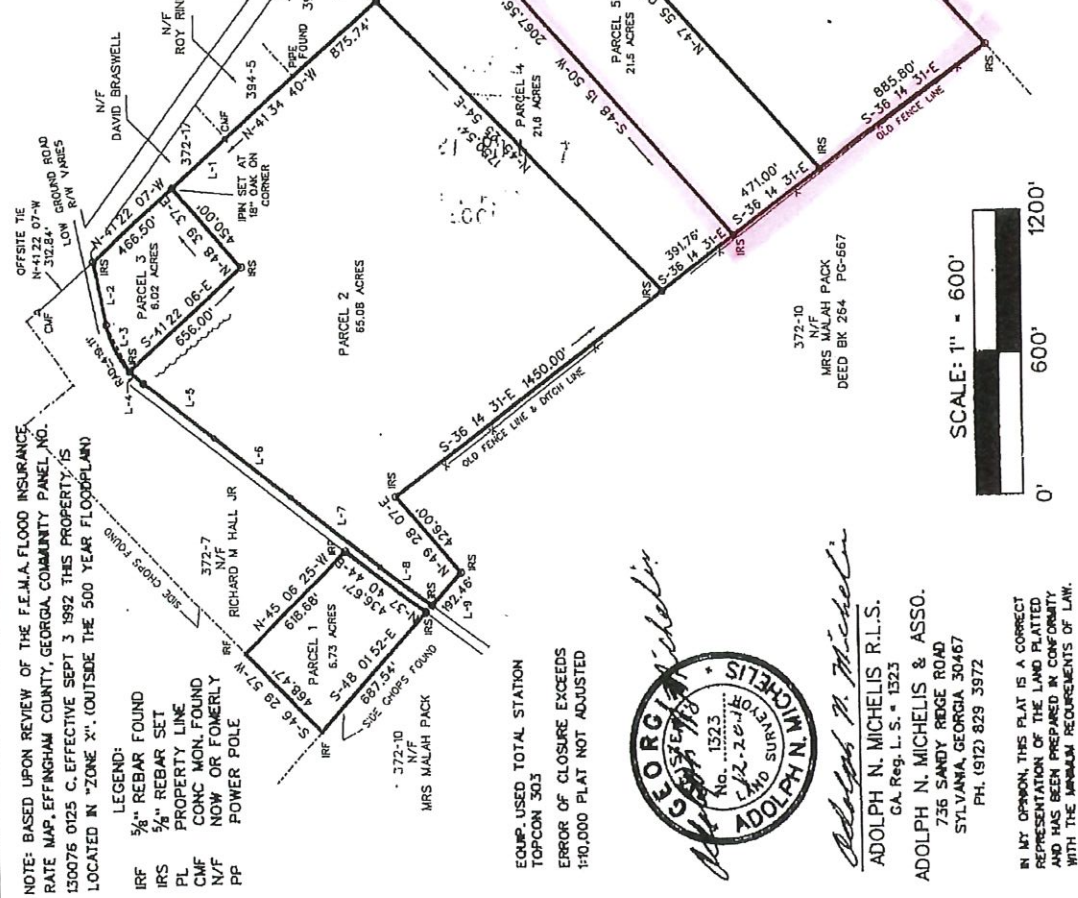
May B. De
 DATE 12-21-2011

NOTE: SUBJECT PROPERTY IS A PORTION OF MAP & PARCEL 372 -B OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. SOME DIMENSIONS DO NOT AGREE WITH REFERENCE PLATS. CORNERS WERE SET ON APPARENT OCCUPATION LINES WITH AGREEMENT OF LAND OWNER.

FILED FOR RECORD
 BOOK 12
 PAGE NO. 975-1
 2011 DEC 21 PM 4:17
 ELIZABETH Z. HURSEY
 CLERK E.C.C.S.C.

REFERENCES:
 PB-F PAGE 86
 PB-9 PAGE 201
 PB-13 PAGE 15
 PB-06 PAGE 15
 A332 C
 A288 C
 C7 E2
 A320 C

LINE	BEARING	DIST.	CHORD
L-1	N-11 22 07-E	314.76'	
L-2	S-78 17 16-W	272.03'	
L-3	S-63 06 09-W	226.67'	
L-4	S-42 14 23-W	78.04'	
L-5	S-37 05 59-W	382.12'	
L-6	S-38 00 16-W	420.57'	
L-7	S-38 35 19-W	480.94'	
L-8	S-37 01 44-W	280.24'	
L-9	S-48 01 52-E	192.45'	
L-10	S-50 01 53-W	254.44'	
L-11	N-36 28 51-W	233.23'	
L-12	N-23 02 48-W	409.30'	
L-13	N-32 56 26-W	409.30'	
L-14	N-52 01 42-W	233.48'	



SURVEY OF
 MINNIE LEE ZIPPERER EST.
 164.23 ACRES
 THE LANDS OF
 MINNIE LEE ZIPPERER EST.
 LOCATED IN THE 10TH. G.M.D.
 EFFINGHAM COUNTY, GEORGIA
 SURVEYED 14-20 DEC 2011
 PLAT DRAWN 20 DEC 2011

394-7 N/F BLUE JAY DEVELOPERS LLC
 DIVIDED FROM 372-8
 PARCEL-1 6.73 AC.
 PARCEL-2 65.08 AC.
 PARCEL-3 6.02 AC.
 PARCEL-4 21.5 AC.
 PARCEL-5 21.6 AC.
 PARCEL-6 4.32 AC.

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 3 1992 THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)

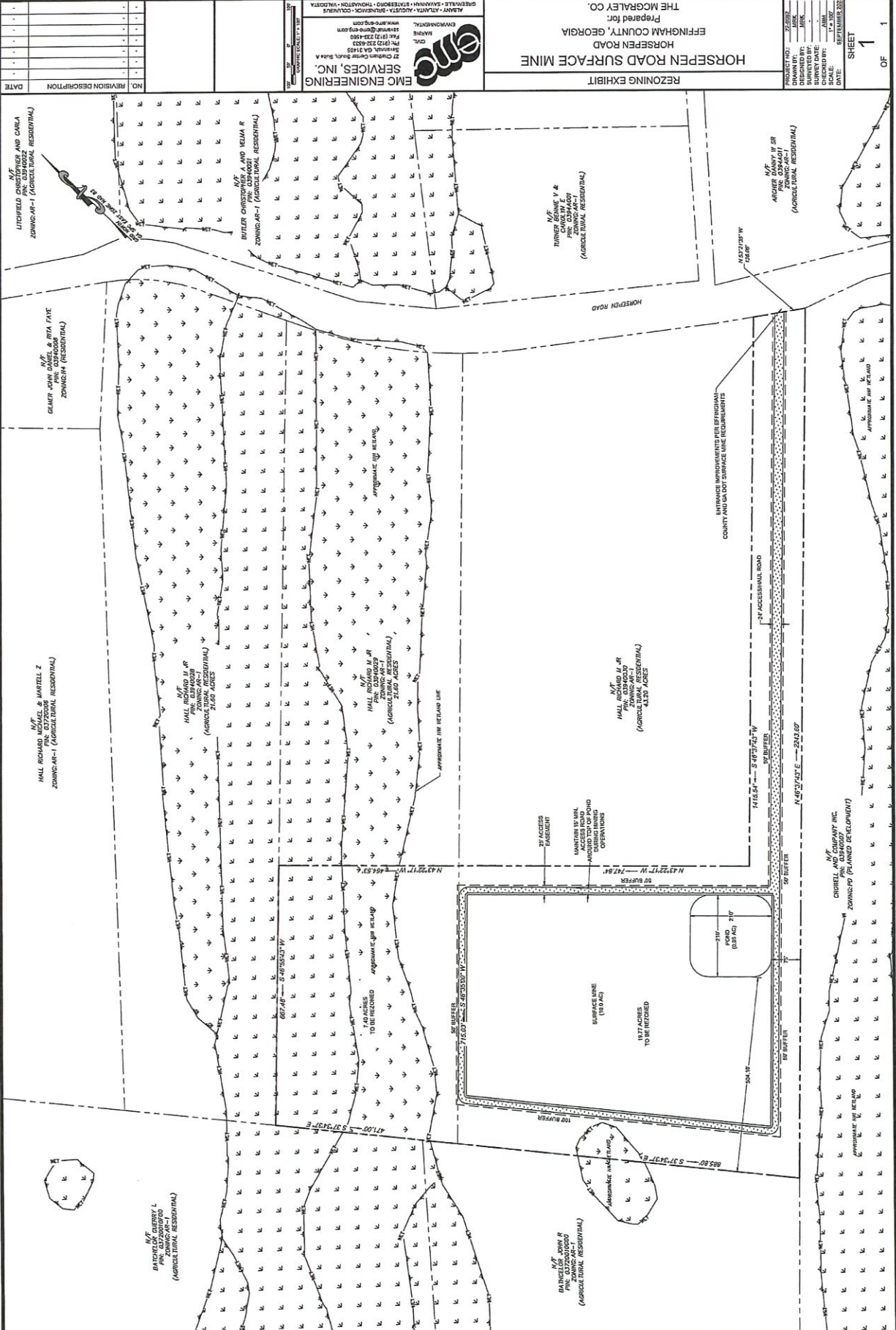
LEGEND:
 IRF 3/4" REBAR FOUND
 IRS 5/8" REBAR SET
 PL PROPERTY LINE
 CMF CONC. MON. FOUND
 N/F NOW OR FORMERLY
 PP POWER POLE

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

Adolph N. Michelis
 ADOLPH N. MICHELIS R.L.S.
 GA. Reg. L.S. # 1323
 ADOLPH N. MICHELIS & ASSO.
 736 SANDY REGE ROAD
 SYLVANIA, GEORGIA 30467
 PH. (912) 829 3972



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



NO.	REVISION DESCRIPTION	DATE

EMC SERVICES, INC.
 27 Courtyard Square, Suite A
 Effingham, GA 31936
 912.424.8188
 emc@emcservices.com
 www.emc-9.com

REZONING EXHIBIT
 HORSEPEN ROAD SURFACE MINE
 EFFINGHAM COUNTY, GEORGIA
 Prepared for:
 THE MCGRAE CO.

DESIGNED BY:
 DRAWN BY:
 SURVEY DATE:
 CHECKED BY:
 SCALE:
 DATE: SEPTEMBER 2022

SHEET
 1
 OF 1

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

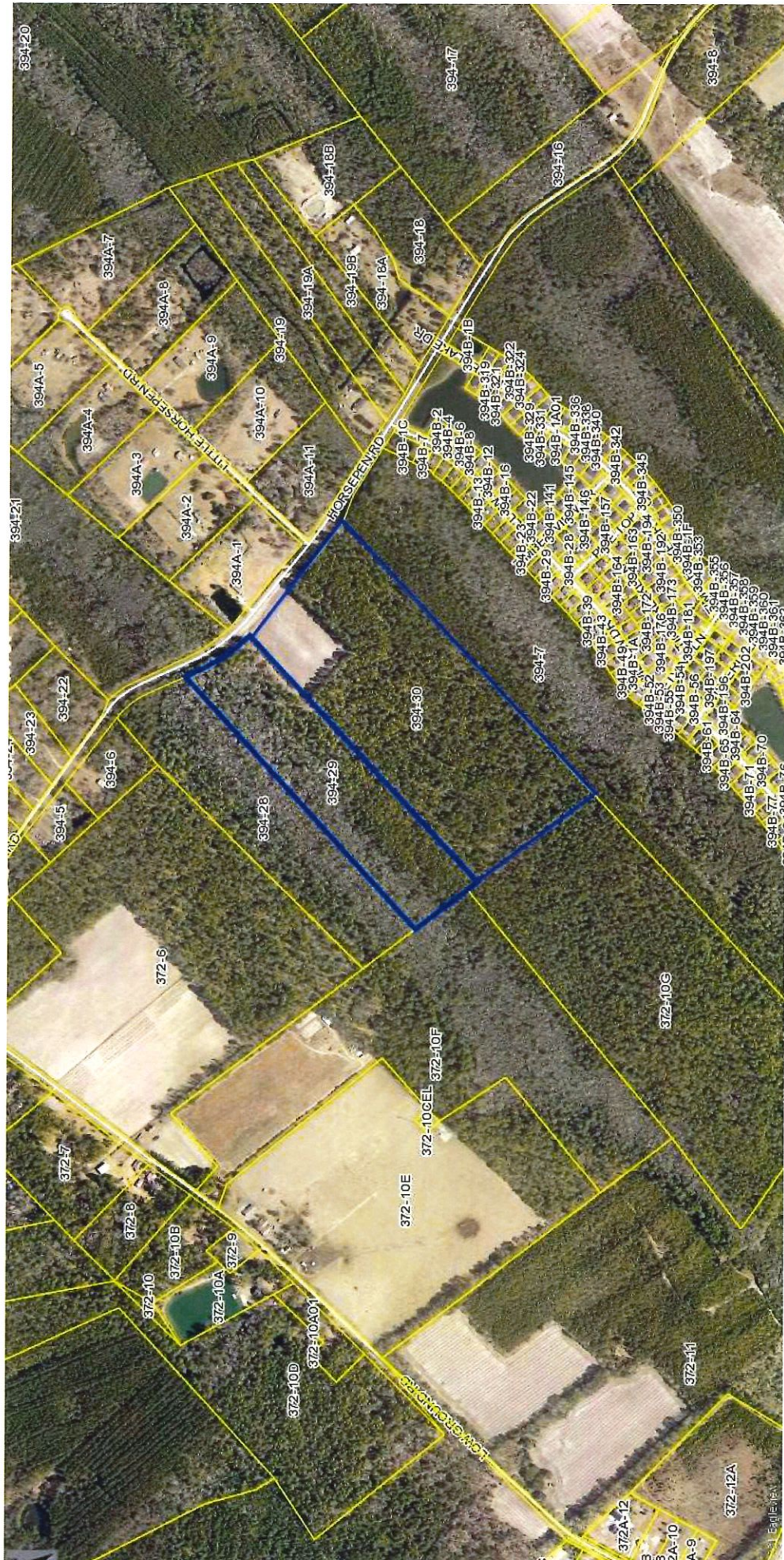
0 0.13 0.25 0.4 0.5 mi

0 0.2 0.4 0.8 km

Maxar

Item XVI. 13.

394-29&30



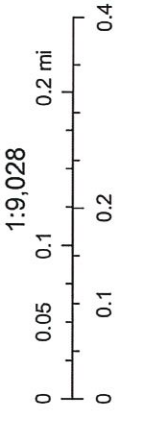
Horsepen Road

Item XVI. 13.



9/13/2022, 3:04:37 PM

- Address Points
- Parcels2020
- Roads
- Effingham County Zoning
 - B-2
 - AR-1
 - AR-2
 - PD



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

DB

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **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?

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 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?

only one

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 Richard Hall – (Map # 394 Parcels # 29 & 30)** from **AR-1** to **I-1** zoning.

AZ

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
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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 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?
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- Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS 10/17/22
Approval

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 RET 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?
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- 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?

RET

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: November 1, 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.

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, portfills 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.

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 4th commissioner district, and

WHEREAS, a public hearing was held on November 1, 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 4th 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.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning Manager
Department: Development Services
Meeting Date: November 1, 2022
Item Description: **Daniel Ben-Yisrael** as Agent for **Effingham County Industrial Development Authority** requests approval of a **sketch plan** for “Parker’s Convenience Store – Old River Road”. Located on Old River Road, zoned **B-3**. Map# **330** Parcel# **46**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Parker’s Convenience Store – Old River Road”.

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Development Services and DPH staff met with the development team on June 10 via teleconference, and discussed access management and stormwater requirements.
- The applicant proposes to obtain water service from the Industrial Development Authority.
- All proposed driveways are on county roads. Encroachment permits will be required for site development approval. A Traffic Impact Assessment will be required, to identify any needed turn lanes and road improvements.
- A 30’ vegetative buffer is required on the northern and eastern boundaries with AR properties.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the October 17, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve a sketch plan** for “Parker’s Convenience Store – Old River Road”, with the added condition:
 1. The Traffic Impact Analysis must justify accommodation of two additional full movement access points on Old River Road. If these access points are not justified by the TIA, one full movement access point must be restricted to right-in/right-out only.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. **Approve** request for a **sketch plan** for: “Parker’s Convenience Store – Old River Road”.
2. **Deny** the request of a **sketch plan** for: “Parker’s Convenience Store – Old River Road”.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph
 2. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY		
Date Received: _____	Project Number: _____	Classification: _____
Date Reviewed: _____	Reviewed by: _____	

Proposed Name of Subdivision Parker's Convenience Store - Old River Road

Name of Applicant/Agent Daniel Ben-Yisrael Phone (912) 667-0593

Company Name Drayton-Parker Company, LLC

Address 17 W. McDonough Street, Savannah GA 31401

Owner of Record Effingham County Industrial Development Authority Phone 912-392-3000

Address 777 Old Augusta Road, Rincon, GA 31326

Engineer Rusty Windsor, PE (Kimley-Horn) Phone (912) 244-2528

Address 554 Gordon Street, Savannah, GA 31401

Surveyor Nicholas L. Mansfield (Survey Matters) Phone (864) 451-0176

Address 107 Hillcrest Avenue, Simpsonville, SC 29681

Proposed water ECIDA - Water Proposed sewer Septic tank system

Total acreage of property 6.96 Acreage to be divided N/A Number of Lots Proposed N/A

Current Zoning B-3 Proposed Zoning B-3 Tax map -- Block -- Parcel No 03300-00000-046

Are any variances requested? No If so, please describe: _____

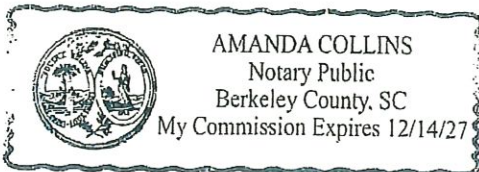
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 12th day of September, 2022.

[Signature]
Notary

[Signature]
Applicant

Owner



EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY			
Subdivision Name: _____	Project Number: _____		
Date Received: _____	Date Reviewed: _____	Reviewed by: _____	

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
✓		1. Proposed name of development.
✓		2. Names, addresses and telephone numbers of owner and applicant.
✓		3. Name, address and telephone number of person or firm who prepared the plans.
✓		4. Graphic scale (approximately 1"=100') and north arrow.
✓		5. Location map (approximately 1" = 1000').
✓		6. Date of preparation and revision dates.
N/A		7. Acreage to be subdivided.
(b) Existing Conditions:		
✓		1. Location of all property lines.
✓		2. Existing easements, covenants, reservations, and right-of-ways.
N/A		3. Buildings and structures.
✓		4. Sidewalks, streets, alleys, driveways, parking areas, etc.
✓		5. Existing utilities including water, sewer, electric, wells and septic tanks.
✓		6. Natural or man-made watercourses and bodies of water and wetlands.
✓		7. Limits of floodplain.
✓		8. Existing topography.
✓		9. Current zoning district classification and land use.
N/A		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
✓		1. Layout of all proposed lots.
✓		2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
✓		3. Proposed zoning and land use.
N/A		4. Existing buildings and structures to remain or be removed.
✓		5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
✓		6. Proposed retention/detention facilities and storm-water master plan.

<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.

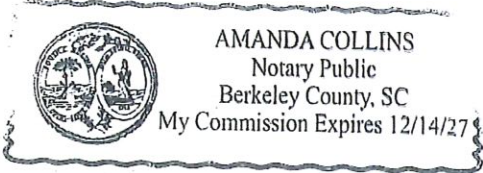
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 12th day of September, 2022

Amanda Collins
Notary

[Signature]
Applicant

Owner



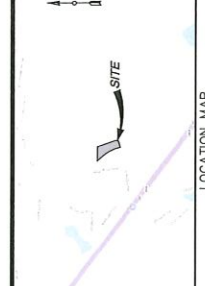
SHEET 1 OF 1

ALTA / NSPS SURVEY FOR OLD RIVER ROAD 1659 TH G. M. DISTRICT EFFINGHAM COUNTY, GEORGIA Prepared for DRAYTON-PARKER COMPANIES, LLC

EMC SERVICES, INC. 27 Cochran Center Blvd., Suite A Mableton, GA 30156 770.900.1000 www.emcga.com

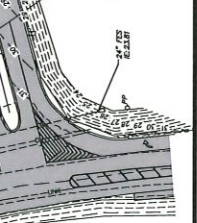
- PRODUCT NO. 240501 DESIGNED BY JPH SURVEYED BY JPH CHECKED BY WES DATE 12-18-22 SCALE 1" = 40'

- 1. Horizontal Control is Georgia State Plane Coordinate System of 1882. 2. Vertical Control is Georgia State Plane Vertical of 1988. 3. Elevation is based on the Mean Sea Level Datum of 1929 (MAD 29).



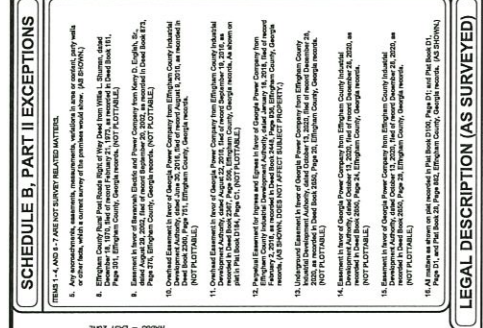
LEGEND table with columns for symbols and descriptions: OVERHEAD ELECTRIC, UNDERGROUND ELECTRIC, PROPERTY BOUNDARY, METERS AND BOUNDS, etc.

REFERENCES table listing various utility providers and their asset IDs: DB 399, PG 148; DB 310, PG 255; DB 2067, PG 487.



- 1. Horizontal Control is Georgia State Plane Coordinate System of 1882. 2. Vertical Control is Georgia State Plane Vertical of 1988. 3. Elevation is based on the Mean Sea Level Datum of 1929 (MAD 29).

SCHEDULE B, PART II EXCEPTIONS: 1. Any encroachments, easements, encroachments, encroachments, encroachments, encroachments, encroachments, encroachments, encroachments.

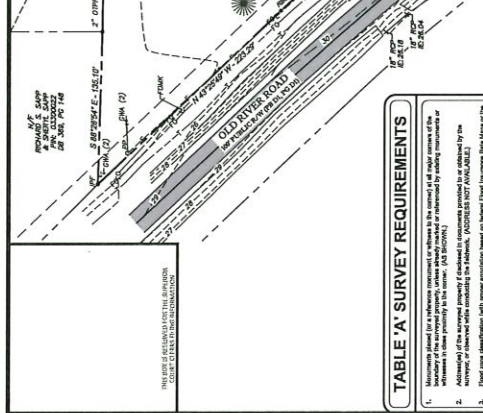


LEGAL DESCRIPTION (AS RECORDED) text block providing the legal description of the land and any existing easements or encroachments.

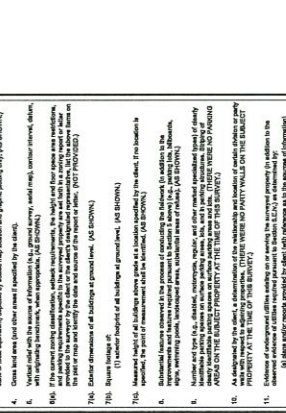
- 1. The above-described property is subject to the following easements, encroachments, encroachments, encroachments, encroachments, encroachments, encroachments.

- TABLE 'A' SURVEY REQUIREMENTS: 1. A survey shall be performed by a Licensed Professional Surveyor (LPS) in accordance with the Georgia Code of Official Code of Georgia Annotated (OCGA) Chapter 40-10-1.

SURVEYOR'S CERTIFICATION: I, the undersigned, being duly sworn, depose and say that I am a Licensed Professional Surveyor (LPS) in the State of Georgia, and that I have performed the above-described survey in accordance with the Georgia Code of Official Code of Georgia Annotated (OCGA) Chapter 40-10-1.



- 1. Any encroachments, easements, encroachments, encroachments, encroachments, encroachments, encroachments.



436

SURVEY PLANS

SHEET NUMBER

PROJECT NO. 0447002

DRAWN BY DS

DESIGNED BY DS

DATE 04/22

SCALE 1/4" = 10'

PARKERS - OLD RIVER ROAD
EFFINGHAM COUNTY, GEORGIA

NO. ISSUANCE AND REVISION DESCRIPTIONS

DATE

BY

PRELIMINARY: NOT FOR CONSTRUCTION

Parker's Kitchen
DRAYTON-PARKER COMPANIES, LLC.
17 WEST MCCORMICK STREET
MARIETTA, GEORGIA 30067
PHONE: 812-231-1001

Kimley-Horn
605 WEST MARKET STREET, SUITE 200
MARIETTA, GEORGIA 30067
PHONE: 812-231-0008



VICINITY MAP

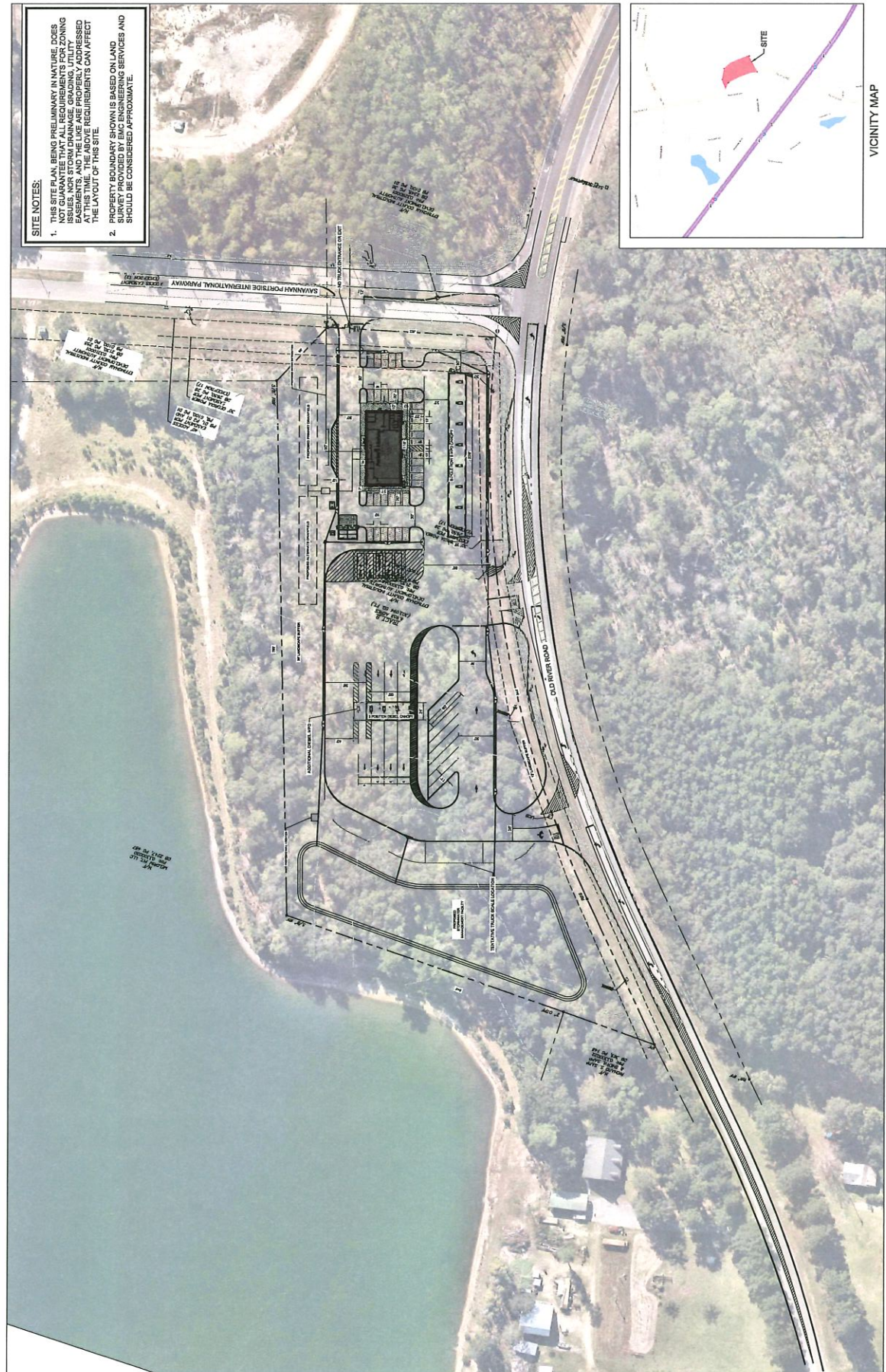


CONCEPTUAL PLAN
SUBJECT TO CHANGE

SITE NOTES:

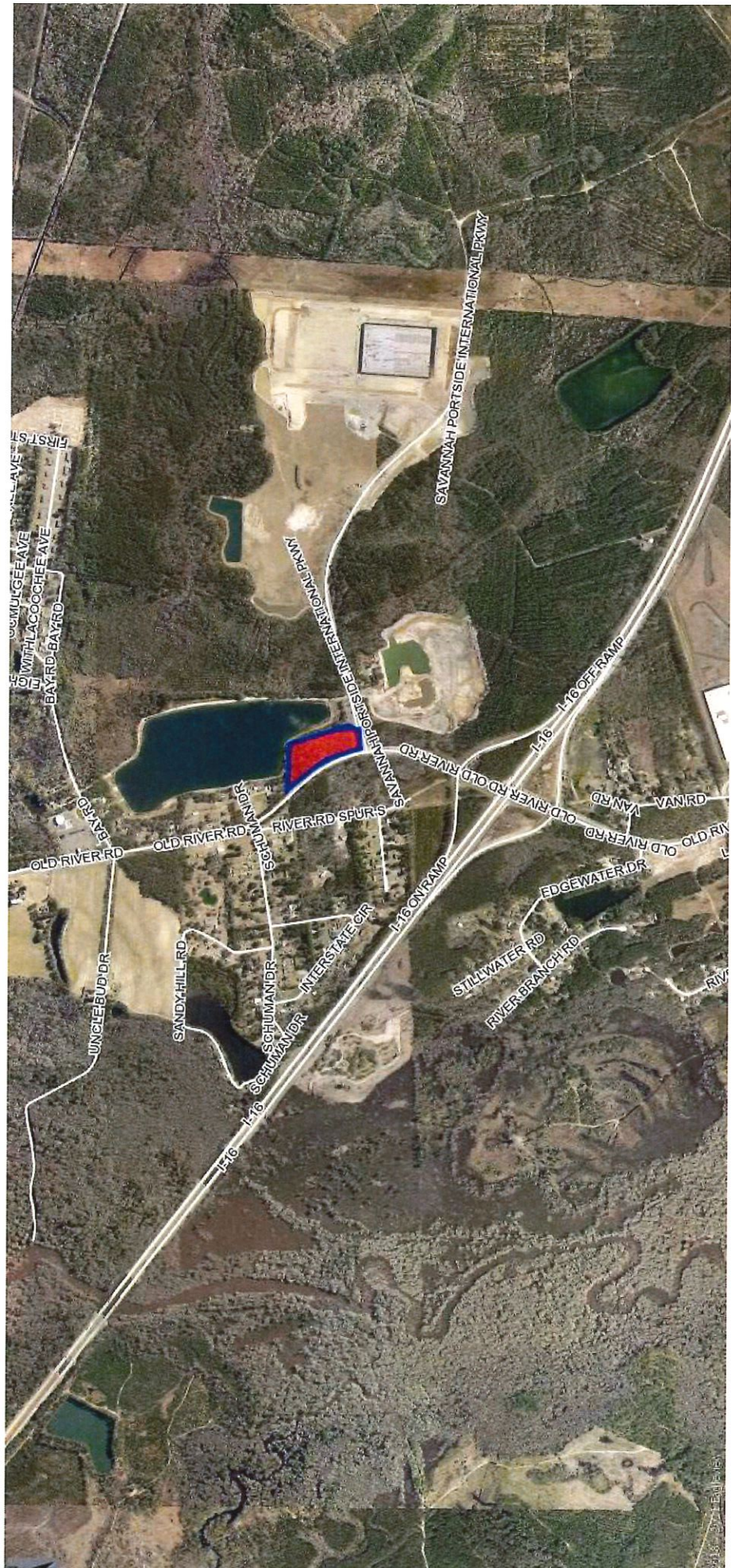
1. THIS SITE PLAN BEING PRELIMINARY IN NATURE DOES NOT GUARANTEE THAT ALL REQUIREMENTS FOR ZONING ISSUES, NOR STORM DRAINAGE, GRADING, UTILITY ISSUES AND EROSION CONTROL REQUIREMENTS WILL BE MET AT THIS TIME. THE ABOVE REQUIREMENTS CAN AFFECT THE LAYOUT OF THIS SITE.

2. PROPERTY BOUNDARY SHOWN IS BASED ON LAND SURVEY PROVIDED BY EAC ENGINEERING SERVICES AND SHOULD BE CONSIDERED APPROXIMATE.



NOTE: CONCEPT PLAN BASED ON PARCEL DIMENSIONS FROM GIS PARCELS. ACTUAL BOUNDARY LINES MAY VARY FROM THOSE INDICATED HEREIN.

Parker's - Old River Road



Parker's - Old River Road

Item XVI. 15.



9/21/2022, 11:00:49 AM

- Address Points
- Parcels2020
- Roads
- R-1
- AR-1
- AR-2
- I-1
- R-2
- B-2

439



September 30th, 2022
CC: Liberto Chacon, PE
Teresa Concannon
Chelsie Fernald

Rusty Windsor, P.E.
Kimley Horn
554 Gordon St
Savannah, GA 31401

Dear Mr. Windsor,

I am pleased to provide you with a review of the sketch plan for Parker’s Kitchen – Old River Road, which appears below.

Site Plan Review

<u>Submittal Documents:</u>	Sketch Plan.....	Sep. 2022
	Site Survey.....	Sep. 2022

Comments:

1. Please clearly delineate the landscaped buffers on the plans. The schedule for buffer shall be as follows:
 - a. North & East Property Lines adjacent to AR Zoned Districts: 30-ft
 - b. Property Lines adjacent to streets: 10-ft between parking/loading areas and adjacent accessed street right-of-way.
 - i. It shall be noted that the county defines parking space as the area required to park/store one automobile, including the aisle or driveway space providing access thereto.
 - c. Permitted activity within these landscape buffers are:
 - i. Drainage ditches, utility and service lines (provided they are approximately perpendicular to property line)
 - ii. Street access/ driveways (provided they are approximately perpendicular to the property line)
 - iii. Sidewalks and pathways connecting multiple parcels
 - iv. Lighting fixtures, Signs, Flagpoles

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM