BOARD OF COMMISSIONERS REGULAR MEETING

Effingham County Georgia
Board of Commissioners

April 05, 2022 – 5:00 PM
Effingham County Administrative Complex
804 South Laurel Street, Springfield GA 31329

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

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

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

Agenda

Virtual Meeting Information:

Zoom link:

https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwdmN2VW9NWUR5OHduQT09

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

Meeting ID: **883 8758 5556**

Access Code: **645218**

I. **Roll Call**

II. **Call to Order**

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 March 15, 2022 Board of Commissioners regular meeting minutes

VII. **Public Comments** - Agenda Items ONLY

VIII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website

IX. Consent Agenda

1. **[2022-162 Contracts]**

   Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year

X. Old Business

1. **[2022-129 Public Hearing]** *Teresa Concannon*

   The Planning Board recommends denying an application by **Jerome S. Konte**r as Agent for **JGH Commercial LLC** to rezone 18.67 acres located on Hodgeville Road from ***PD (commercial)*** to ***PD (residential)*** to allow for a 206-unit multi-family residential development **Map# 416 Parcel# 20D** in the Second District *(postponed from the 3/1/2022 meeting)*

2. **[2022-130 Second Reading]**

   Consideration to approve the Second Reading of an application by **Jerome S. Konte**r as Agent for **JGH Commercial LLC** to rezone 18.67 acres located on Hodgeville Road from ***PD (commercial)*** to ***PD (residential)*** to allow for a 206-unit multi-family residential development **Map# 416 Parcel# 20D** in the Second District *(postponed from the 3/1/2022 meeting)*

XI. New Business

1. **[2022-163 Audit Presentation]** *Mark Barnes*

   Presentation of the Fiscal Year 2021 audited financial report by Lanier, Deal & Proctor

2. **[2022-164 Audit]** *Mark Barnes*

   Consideration to approve the transmission of the Fiscal Year 2021 audited annual financial report to the State of Georgia

3. **[2022-165 Resolution]** *Stephanie Johnson*

   Consideration to approve Resolution# 022-020 in recognition of the Eden Missionary Baptist Church 150th Anniversary

4. **[2022-166 Agreement/DC Plan]** *Sarah Mausolf*

   Consideration to approve an Agreement and Resolution (#022-021) to Adopt the 2022 Defined Contribution Plan with the Association of County Commissioners of Georgia (ACCG)

5. **[2022-167Ordinance]** *Eric Larson*

   Consideration to approve an Ordinance to reduce the speed limit from 45 mph to 35 mph on Blue Jay Road and McCall Road at their new intersection

6. **[2022-168 Change Order]** *Alison Bruton*

   Consideration to approve Change Order #2 for Contract 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing

7. **[2022-169 Positions]** *Sarah Mausolf*

   Consideration to approve reorganization of current personnel, authorized positions and addition of requested positions for the Recreation and Sports Management Department

8. **[2022-170 Contract]** *Mark Barnes*

   Consideration to approve Contract Amendment 2022-08.36 from the Coastal Regional Commission for the 2022 grant budget related to home delivered and congregate meals

9. **[2022-171 Contract]** *Mark Barnes*

   Consideration to approve a Contract with ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP)

10. **[2022-172 Grant]** *Mark Barnes*

    Consideration to ratify and affirm acceptance of a Grant Award from the Governor's Office of Planning and Budget (OPB) for the Georgia Public Safety Officials and First Responders Supplement Grant

11. **[2022- 173 Change Order]** *Eric Larson*

    Consideration to approve Change Order# 1 with Pond Company for a design and traffic study of the Blue Jay Road and Effingham Parkway

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the March 15, 2022 executive session minutes

XV. Planning Board

1. **[2021-174 Public Hearing]** *Teresa Concannon*

   The Planning Board recommend approving an application by **Zeny Carmen Rafael** to **rezone** 3 of 14 acres located at 591 Zittrouer Road from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 374 Parcel# 29 (First District)**

2. **[2022-175 Second Reading]**

   Consideration to approve the Second Reading of an application by **Zeny Carmen Rafael** to **rezone** 3 of 14 acres located at 591 Zittrouer Road from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 374 Parcel# 29 (First District)**

3. **[2022-176 Sketch Plan]**

   The Planning Board recommends approving an application by **Buckel Design Group, LLC** as Agent for **Drayton-Parker Companies, LLC** for a **Sketch Plan** for: "Parker's Kitchen ".located at US Highway 80 & GA Highway 17 South, zoned B-3. **Map# 378 Parcels# 40 & 41 (First District)**

4. **[2022-177 Public Hearing]** *Teresa Concannon*

   The Planning Board recommends approving an application by **Alan Fred Hazard Jr.** to **rezone** 3.5 acres located at 3535 Noel C. Conaway Road from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres **Map# 436 Parcel# 44 (Second District)**

5. **[2022-178 Second Reading]**

   Consideration to approve the Second Reading of an application by **Alan Fred Hazard Jr.** to **rezone** 3.50 acres located at 3535 Noel C. Conaway Road from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres **Map# 436 Parcel# 44 (Second District)**

6. **[2022-179 Public Hearing]** *Teresa Concannon*

   The Planning Board recommends approving an application by **Shelley McCraw** requests a **conditional use** for a **rural business**. Located at 238 Griffin Lake Road, zoned **AR-1**. **Map# 234 Parcel# 7 (Third District)**

7. **[2022-180 Second Reading]**

   Consideration to approve the Second Reading of an application by **Shelley McCraw** requests a **conditional use** for a **rural business**. Located at 238 Griffin Lake Road, zoned **AR-1**. **Map# 234 Parcel# 7 (Third District)**

8. **[2022-181 Public Hearing]** *Teresa Concannon*

   The Planning Board recommends approving an application by **La Von Morell** to **rezone** 3.84 of 10.15 acres located at 519 Savannah Town Road from **AR-1** to **AR-2**, to allow for the separation of a home site **Map# 264 Parcel# 23 (Third District)**

9. **2022-182 Second Reading]**

   Consideration to approve the Second Reading of an application by **La Von Morell** to **rezone** 3.84 of 10.15 acres located at 519 Savannah Town Road from **AR-1** to **AR-2**, to allow for the separation of a home site **Map# 264 Parcel# 23 (Third District)**

10. **[2022-183 Public Hearing]** *Stephanie Johnson*

    The Planning Board recommends approving an application by **Katie McGrory Brown** requests a **conditional use** for a **rural business** to offer equine therapy to clients**.** Located at 716 Floyd Avenue, zoned **AR-1. Map# 296 Parcel# 27** (Third District)

11. **[2022-184 Second Reading]**

    Consideration to approve the Second Reading of an application by **Katie McGrory Brown** requests a **conditional use** for a **rural business** to offer equine therapy to clients**.** Located at 716 Floyd Avenue, zoned **AR-1. Map# 296 Parcel# 27** (Third District)

12. **[2022-185 Public Hearing]** *Teresa Concannon*

    The Planning Board recommends approving an application by **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** to **rezone** 38.495 acres located at 2800 Little McCall Road from **R-1** to **AR-1** to allow for a telecommunications tower **Map# 392 Parcel# 2A (Fourth District)**

13. **[2022-186 Second Reading]**

    Consideration to approve the Second Reading of by **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** to **rezone** 38.495 acres located at 2800 Little McCall Road from **R-1** to **AR-1** to allow for a telecommunications tower **Map# 392 Parcel# 2A (Fourth District)**

14. **[2022-187 Public Hearing]** *Teresa Concannon*

    The Planning Board recommends approving an application by **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** for a **Conditional Use l**ocated at 2800 Little McCall Road to allow for a telecommunications tower, zoned **R-1** proposed zoning **AR-1**. **Map# 392 Parcel# 2A (Fourth District)**

15. **[2022-188 Second Reading]**

Consideration to approve the Second Reading of an application by **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** for a **Conditional Use l**ocated at 2800 Little McCall Road to allow for a telecommunications tower, zoned **R-1** proposed zoning **AR-1**. **Map# 392 Parcel# 2A (Fourth District)**

16. **[2022-189 Public Hearing]** *Teresa Concannon*

The Planning Board recommends denying an application by **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** requests a **conditional use** to allow for a diesel truck and semi-truck service business. Located at 1105 Stillwell Road, zoned **B-2**. **Map# 409 Parcel# 49A (Fourth District)**

17. **[2022-190 Second Reading]**

Consideration to approve the Second Reading of an application by **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** for a **Conditional Use l**ocated at 2800 Little McCall Road to allow for a telecommunications tower, zoned **R-1** proposed zoning **AR-1**. **Map# 392 Parcel# 2A (Fourth District)**

18. **[2022-191 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **DR Horton** for a **Variance** located at 136 Ramsey Way from *Section 6.1*, to eliminate the sidewalk requirement in a major subdivision, zoned **R-1 Map# 445C Parcel# 141 (Fourth District)**

19. **[2022-192 Second Reading]**

Consideration to approve Second Reading by **DR Horton** for a **Variance** located at 136 Ramsey Way from *Section 6.1*, to eliminate the sidewalk requirement in a major subdivision, zoned **R-1 Map# 445C Parcel# 141 (Fourth District)**

20. **[2022-193 [Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Dennis Trotter** as Agent for **Krista Seckinger** to **rezone** 2 of 23.32 acres located at 1369 Ebenezer Road from **AR-1** to **B-2**, to allow for the future development of a Dollar General store **Map# 460 Parcel# 48 (Fourth District)**

21. **[2022-194 Second Reading]**

Consideration to approve the Second Reading of an application by **Dennis Trotter** as Agent for **Krista Seckinger** to **rezone** 2 of 23.32 acres located at 1369 Ebenezer Road from **AR-1** to **B-2**, to allow for the future development of a Dollar General store **Map# 460 Parcel# 48 (Fourth District)**

XVI. Adjournment

Staff Report

Subject: Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year
Author: Eric Larson, Asst. County Manager, Alison Bruton, Purchasing Agent
Department: County Manager
Meeting Date: April 5, 2022
Item Description: Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year with multiple firms

Summary Recommendation:
Throughout the year, the County will advertise and select professional design consultants to provide services to the County. These services vary from roadway, water and sewer, building, and site design, transportation, utility, and road planning documents, small scale / short timeline repairs and renovations, etc. The time need to properly prepare an Request for Qualification, advertise for responses, reviewing Statements of Qualifications, awarding contracts and negotiating fees can be extensive and has the potential to delay needed project several months. The IDC process is needed to pre-qualify teams and individual firms and establish negotiated rates under a master service agreement. Once each firm is under contract, requesting a scope of service and man-hour estimate would take only a day or two instead of the traditional 90+ days.

Executive Summary/Background:

- The County prepared a RFQ for firms to submit qualifications and hourly fees for 12 different service areas and received 20 submittals. A selection committee consisting of the Purchasing Director, County Engineer, EOM Engineering Consultant, and the County Manager reviewed and ranked the teams and firms in each of the 12 service areas. See attached summary.
- These contracts were approved by the Board of Commissioners in April of 2021, and staff is requesting renewal for another year.
- While utilizing these agreements, staff has been able to expedite multiple projects with a shortened bidding process saving the county both time and money.

Alternatives for Commission to Consider

1 – Approve the Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year
2 – Take no action

Recommended Alternative: Alternative 1
Other Alternatives: N/A
Department Review: County Engineering; County Attorney
Funding Source: N/A (Master Service Agreements have no funding. Each Task Order authorized under the MSA will have dedicated funding associated with the project.)

Attachments:
1. IDC Listing breakdown by category
2. Current IDC Contracts

Contact list for IDC Consultants

Civil/Site Design/Surveying
- Kimley Horn
- Atlas
- Pittman Engineering
- POND
- Coleman Company
- Thomas & Hutton
- Hussey Gay Bell
- WK Dickson
- Roberts Civil Engineering

Utilities Infrastructure
- Black & Veatch
- POND
- Coleman Company
- Thomas & Hutton
- Alliance
- Hussey Gay Bell
- WK Dickson

Transportation
- Atlas
- Pittman Engineering
- POND
- Thomas & Hutton
- Alliance
- Hussey Gay Bell

Structural
- Kimley Horn
- Cogdell Mendrala
- POND
- Thomas & Hutton
- Hussey Gay Bell
- WK Dickson

Stormwater Design & Stormwater Management
- Pittman Engineering
- POND
- Thomas & Hutton
- Alliance
- Hussey Gay Bell
- WK Dickson

Geotechnical & Enviornmental Services
- Kimley Horn
- Cogdell Mendrala
- CHA Consulting
- POND
- Coleman Company
- Hussey Gay Bell
- WK Dickson

Construction Management
- Kimley Horn
- Atlas
- CHA Consulting
- POND
- Hussey Gay Bell

Landscape Architecture
- Kimley Horn
- Cogdell Mendrala
- CHA Consulting
- POND
- Thomas & Hutton
- Hussey Gay Bell
- WK Dickson

Facility Assessment & Space Allocation
- Kimley Horn
- Atlas
- Cogdell Mendrala
- CHA Consulting
- POND
- Greenline Architecture
- Hussey Gay Bell

Building Systems Evaluation
- Kimley Horn
- Atlas
- Cogdell Medrala
- CHA Consultaing
- POND
- Greenline Architecture
- Hussey Gay Bell

Interior & Exterior Renovations
- Kimley Horn
- Atlas
- Cogdell Mendrala
- CHA Consulting
- POND
- Greenline Architecture
- Hussey Gay Bell

Building and Park Design
- Kimley Horn
- Atlas
- Cogdell Mendrala
- CHA Consulting
- POND
- Coleman Company
- Greeline Architecture
- Hussey Gay Bell
- WK Dickson

Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**Alliance Consulting Engineers, Inc.** **PO BOX 8147** **Columbia, SC 29202-8147**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Alliance Consulting Engineers, Inc.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The initial contract term will be for a 12-month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. scope of services and the terms and conditions of performance shall be as specified in this document and in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is an Indefinite Delivery Contract based on specific on Professional Engineering Services. Specific Contract Amounts to be determined and awarded via Task Orders based on work requested and proposals provided by the Consultant and approved by the County Manager/County Engineer.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Consultant represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Consultant under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination.

Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

Atlas Technical Consultants, LLC
2450 Commerce Ave. Suite 100
Duluth, GA 30096

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Atlas Technical Consultants, LLC** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

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Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**Cogdell & Mendrala Architects, PC** **517 East Congress Street** **Savannah, GA 31401**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Cogdell & Mendrala Architects, PC** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified ~~surveying~~ engineering/architectural company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

Coleman Company, Inc.
1480 Chatham Parkway, Suite 100
Savannah, GA 31405

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Coleman Company, Inc.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**Greenline Architecture, Inc.** **28 East 35th Street** **Savannah, GA 31401**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Greenline Architecture, Inc.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The initial contract term will be for a 12-month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. scope of services and the terms and conditions of performance shall be as specified in this document and in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is an Indefinite Delivery Contract based on specific on Professional Engineering Services. Specific Contract Amounts to be determined and awarded via Task Orders based on work requested and proposals provided by the Consultant and approved by the County Manager/County Engineer.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Consultant represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Consultant under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination.

Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

Hussey, Gay, Bell & DeYoung, Inc.
329 Commercial Drive, Suite 200
Savannah, GA 31406

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Hussey, Gay, Bell & DeYoung, Inc.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**Pittman Engineering Co., LLC** **PO BOX 822** **Richmond Hill, GA 31324**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Pittman Engineering Co., LLC** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**Pond & Company** **49 Park of Commerce Way, Suite 203** **Savannah, GA 31405**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Pond & Company** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

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Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

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

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Roberts Civil Engineering** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified engineering company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

Thomas & Hutton Engineering Co
50 Park of Commerce Way
Savannah, GA 31405

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Thomas & Hutton Engineering Co.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified ~~surveying~~ consultant company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination.

Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**W.K. Dickson & Co., Inc.** **1213 W. Morehead Street, Suite 300** **Charlotte, NC 28208**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **W.K. Dickson & Co., Inc.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

ARTICLE I
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County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination.

Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

Black & Veatch Corporation
550 King Street, Suite 400
Charleston, SC 29403

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **Black & Veatch Corporation** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified engineering/architectural company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

CHA Consulting, Inc.
7 East Congress Street, Suite 306
Savannah, GA 31401

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **CHA Consulting, Inc.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified engineering company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

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County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for properly completed ~~and acceptable~~ work executed in accordance with this Contract prior to the effective date of termination.

Services Contract

Between

Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	and	**Kimley Horn and Associates, Inc.** **100 Bull Street, Suite 200** **Savannah, GA 31401**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **KIMLEY HORN AND ASSOCIATES, INC.** (hereinafter called the "Consultant"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified ~~surveying~~ company as specified in **RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services;** and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

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The Consultant represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Consultant under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County. Consultant shall have the right to terminate this agreement upon seven (7) days written notice to County upon breach by County of any of its obligations under this agreement. In the event of such termination, the Consultant shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the County's breach of this agreement.

Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Jerome S. Konter** as Agent for **JGH Commercial, LLC** requests to **rezone** 18.67 acres from **PD (commercial)** to **PD (residential)** to allow for 206-unit multi-family residential development. Located on Hodgeville Road. **Map# 416 Parcel# 20D**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to rezone 18.67 acres from **PD (commercial)** to **PD (residential)** to allow for multi-family residential development, 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 has determined that market conditions favor multifamily residential rental development over commercial development at this location, and requests a change in permitted land use for this parcel.
- Pursuant to section 5.15.2.2 (Planned Development), any substantial change (such as land use, acreage, and project intent) is treated as a proposed amendment to the zoning ordinance, and must be approved by the Board of Commissioners.
- At the July 21, 2021 pre-application meeting, staff provided input on requirements for open space, amenities, resident parking, common element maintenance, and a traffic study to identify necessary improvements for Hodgeville Road.
- A PD amendment/rezoning application was submitted for the December Planning Board meeting agenda. Staff requested revisions to clarify the PD amendment. The current version of the PD document proposes a multifamily development with up to 206 units in 25 buildings (12 buildings with 2-bedroom units, and 13 buildings with 3-bedroom units), which represents a gross density of 11 units per acre, and a net density of 15 units per acre. 174 units are shown on attached concept plan, which represents a gross density of 9.3 units per acre, and a net density of 12.7 units per acre. This project will be served by county water and sewer.
- The development will include parking in front of the buildings and five 6-unit garage buildings. 1.5 parking spaces are required per multifamily unit (174 units*1.5=261 spaces); 375 total spaces are proposed. 206 units would require at least 309 parking spaces.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to **deny** the request to rezone 18.67 acres from **PD (commercial)** to **PD (residential)**, with the following conditions:
  1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.
- On March 1, the applicant requested to postpone the public hearing to the April 5 Board meeting.

Alternatives
1. Approve the request to rezone 18.67 acres from **PD (commercial)** to **PD residential)**, with the following conditions:
1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.

2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny request to rezone 18.67 acres from **PD (commercial)** to **PD (residential)**.

Recommended Alternative: 1 **Other Alternatives:** 2
Department Review: Development Services **FUNDING:** N/A
Attachments:
1. Rezoning application and checklist
2. Ownership certificate
3. Plat
4. Deed
5. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 10/21/2021

Applicant/Agent: Jerome S. Konter

Applicant Email Address: jkonter@konterhomes.com

Phone # 912.354.9314

Applicant Mailing Address: 22 Commerce Place; Savannah, GA 31406

City: _____ State: _____ Zip Code: _____

Property Owner, if different from above: JGH Commercial LLC

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): jkonter@konterhomes.com

Phone # 912.354.9314

Owner's Mailing Address: 22 Commerce Place; Savannah, GA 31406

City: _____ State: _____ Zip Code: _____

Property Location: west side of Hodgeville Rd., between Saddleclub and New Haven

Proposed Road Access: 2 driveways off Hodgeville

Present Zoning of Property: PD Proposed Zoning: PD

Tax Map-Parcel # 416-20D Total Acres: 18.67 Acres to be Rezoned: 18.67

Lot Characteristics: wooded, flat topography

WATER

_____Private Well

X Public Water System

SEWER

_____Private Septic System

X Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: minor text amendment for multi-family

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

North PD South PD East I-1 West PD

Rev 05052021

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

undeveloped

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

yes, as commercial

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

multi-family

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

residential and industrial

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?

multi-family is suitable with adjacent 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; use of streets, facilities, and utilities will be similar to commercial

use of schools will not be excessive or burdensome

Applicant Signature: _____ Date 10/21/2021

JGH LLC
Managing Member

Rev 05052021

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 12/08/2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1557 page 271.

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 _____

Print Name Jerome S. Konter

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 21st day of October, 20 21.

_____
Notary Public, State of Georgia

DEBRA G MAYALL
My Commission Expires
NOTARY PUBLIC
07/18/2025
BRYAN COUNTY, GEORGIA

Rev 05052021

BOOK PAGE
01557 0271
2006 DEC -8 PM 1:46
ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

Effingham County, Georgia
Real Estate Transfer Tax
Paid $ 339.00
Date 12-8-06
Elizabeth Z. Hursey
Clerk of Superior Court

Return Recorded Document to:
WEINER, SHEAROUSE, WEITZ, GREENBERG & SHAWE, LLP
Atten: Stephen F. Greenberg
14 E. State Street
SAVANNAH, GEORGIA 31401

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

WARRANTY DEED

THIS INDENTURE made this **29th** day of **November, 2006**, between **SOUTHEAST COAST DEVELOPMENT, LLC a Georgia Limited Liability Company**, of the County of CHATHAM, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **JGH COMMERCIAL, LLC a Georgia Limited Liability Company ,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH

GRANTOR, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** 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 the said Grantee, the following described property, to-wit;

ALL that certain tract or parcel of land, situate, lying and being in the 9th G.M.D. of the County of Effingham, State of Georgia and being known as Parcel 4 of Tract "A" being a part of a 492.06 acre portion of Tract 2, formerly lands of International Paper Realty Corporation, being a portion of the Rahn Tract aka The Rincon Research Tract Hodgeville Road, as appears upon a map or plat dated October 10, 2006 by James M Sims, GRLS #2280 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book C144, Page F to which reference is hereby made for a more complete description of said Parcel 4 and said plat is expressly made a part of this description. Reference is also made to that certain plat recorded in Book C, Page 100D of Effingham County records for a further description of the said 492.06 acre tract.

Subject, however, to all valid restrictions, easements and rights of way of record.

This being the same property conveyed to SOUTHEAST COAST DEVELOPMENT, LLC a Georgia Limited Liability Company under instrument recorded in Deed Record Book 1387, Folio 426, aforesaid records and having Property I.D. No. 416-20.

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

IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized Corporate Officers with the Corporate Seal affixed thereto on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

By: **SOUTHEAST COAST DEVELOPMENT, LLC a Georgia Limited Liability Company** (Seal)
Its: **JEROME S. KONTER, MEMBER/MANAGER**

Attest: (Seal)
Its: **ELIZABETH K. WILLIAMS, MEMBER/MANAGER**
(Corporate Seal)

File No: 0630938 -

RESEARCH FOREST PD ZONING AMENDMENT NARRATIVE

Revised February 21, 2022

a) General Description

The property is located on Hodgeville Road in southeastern Effingham County about five miles north of Chatham County, west of State Highway 21 and McCall Road, and south of Bluejay Road, and is identified as *"PARCEL 4"* of *"TRACT 'A' BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH FOREST TRACT, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA"* on the recorded plat, with Tax Parcel ID # 416-20D.

b) Present Ownership

The site is currently owned by JGH Commercial LLC of Savannah, Georgia.

c) Proposed Land Uses and Development Standards

If the rezoning amendment is granted, the resulting change in use for the property will be from commercial to multi-family residential. The amendment of the PD Zoning will allow an up to 206-unit multi-family complex to be constructed with amenities to include parking, pedestrian facilities, limited detached garages, stormwater detention, and open space, with no wetland impacts required.

Table 1-1: Development Standards	
	Townhomes/Apartments
Lot Area (minimum)	800 SF (per dwelling unit)
Width (minimum)	15'
Depth (minimum)	30'
Height (maximum)	35'
Setbacks (minimum)	
Front	70' (from centerline of road)
Building Separation	20' (between buildings)
Side	10'
Rear	15'

Buffer requirements established in the original Planned Development District zoning will remain the same, except for wetlands which will require no buffer unless stipulated by the US Army Corps of Engineers.

d) Exceptions Requested

No exceptions are requested. [Density will be mitigated by onsite amenities, mixed building materials, open space, common areas, etc. Regarding PD ordinance sec. 5.15.3.1 (k) impact on the school system, it is estimated that up to 206 units could result in up to approximately 309 children living in the development.]

e) Percentage of Land Uses

Table 1-2: Land Uses		
	Acres (Range)	Percentage of Site
Townhomes/Apartments	2.8-7.5	15-40
Right-of-Way Dedication	0	0
Open Space	4-6	21-32
Common Areas	3.5-6.5	19-35
Ponds	1.5-2.75	8-15
TOTAL	18.67	100

f) Dwelling Units
Units will vary in size, with up to 3-bedrooms per unit.

Table 1-3: Dwelling Unit Summary		
Number of Units	Net Acres	Max. Net Density
206 (maximum)	13.7 (maximum)	15 units/acre

g) Proposed Dedication of Public Use
No dedication of public use is proposed at this time.

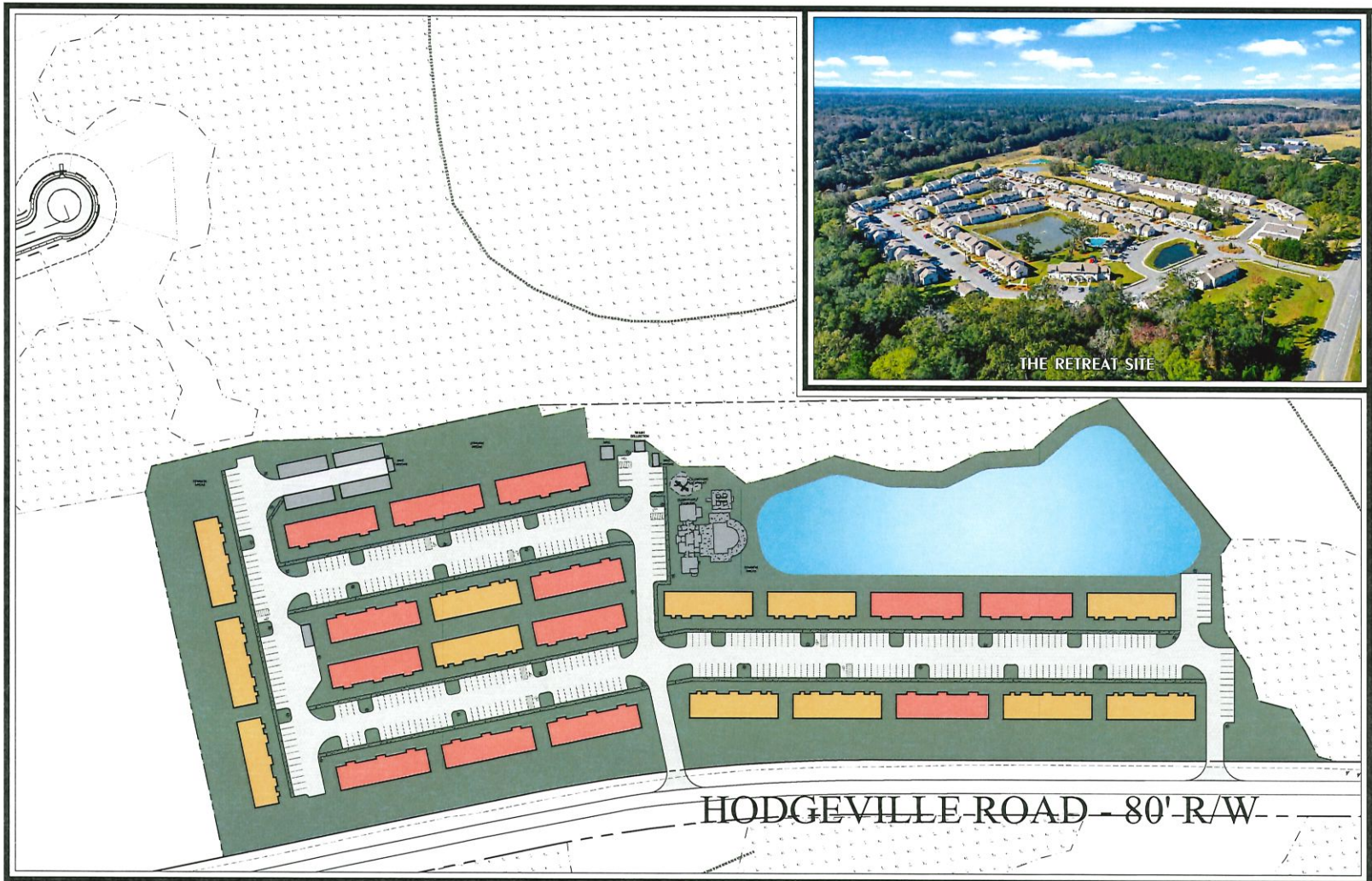
h) Open Space, Walks, and Common Areas
See Table 1-2 above.

i) Utilities
Public water and sewer service is available and shall be provided by Effingham County. Storm water management shall be accounted for by use of a detention pond for storage.

j) Access and Parking
Private drives will be provided to allow sufficient access to each residential unit, amenity center, and garage buildings. Access to the facilities will be from Hodgeville Road with adequate off-street parking (minimum 1.5 spaces/unit) provided.

k) Schedule
Mass grading activities (digging the pond and raising the elevation of the land with onsite material recovered from the pond excavation) would be expected to start in 2022 and be completed in 2022. Vertical construction and the balance of the site work would not be expected to begin before 2023 and end sometime in 2024. No phasing is anticipated.

l) Installation and Maintenance of Improvements
Installation of improvements will be governed by site plans to be designed at a later date. Approval of such will precede issuance of building permits. Management of the community, including maintenance of building exteriors and common areas, trash collection, and provision of lighting, will be provided by a professional management firm and/or an owners association. Restrictive Covenants will be prepared at a later date.



LEGEND:

UPLAND (17.3 AC.)

WETLAND (1.46 AC.)

DETENTION

2 BR UNITS (12 BUILDINGS)

3 BR UNITS (13 BUILDINGS)

6 UNIT GARAGE (5 BUILDINGS)

REQUIRED PARKING
UNITS = 174 UNITS @ 1.5 SPACES/UNIT = 261 SPACES
TOTAL SPACES REQUIRED = 261

PARKING PROVIDED
366 STANDARD SPACES +
9 HANDICAP SPACES =
375 TOTAL SPACES

Konter Development

EFFINGHAM CONCEPT PLAN

KONTER DEVELOPMENT

DATE: JANUARY 17, 2022 SCALE: 1" = 60'

GRAPHIC SCALE

HUSSEY GAY BELL

Established 1958

Georgia Department of Public Health
Effingham County
Environmental Health

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

December 14, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Jerome S. Konter
Westside of Hodgeville Road Rincon, GA 31312
Pin: 416-20D
Total Acres: 18.67 Acres to be rezoned: 18.67

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 to PD. The proposed rezoning request is approved based on the development being serviced by the Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

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.

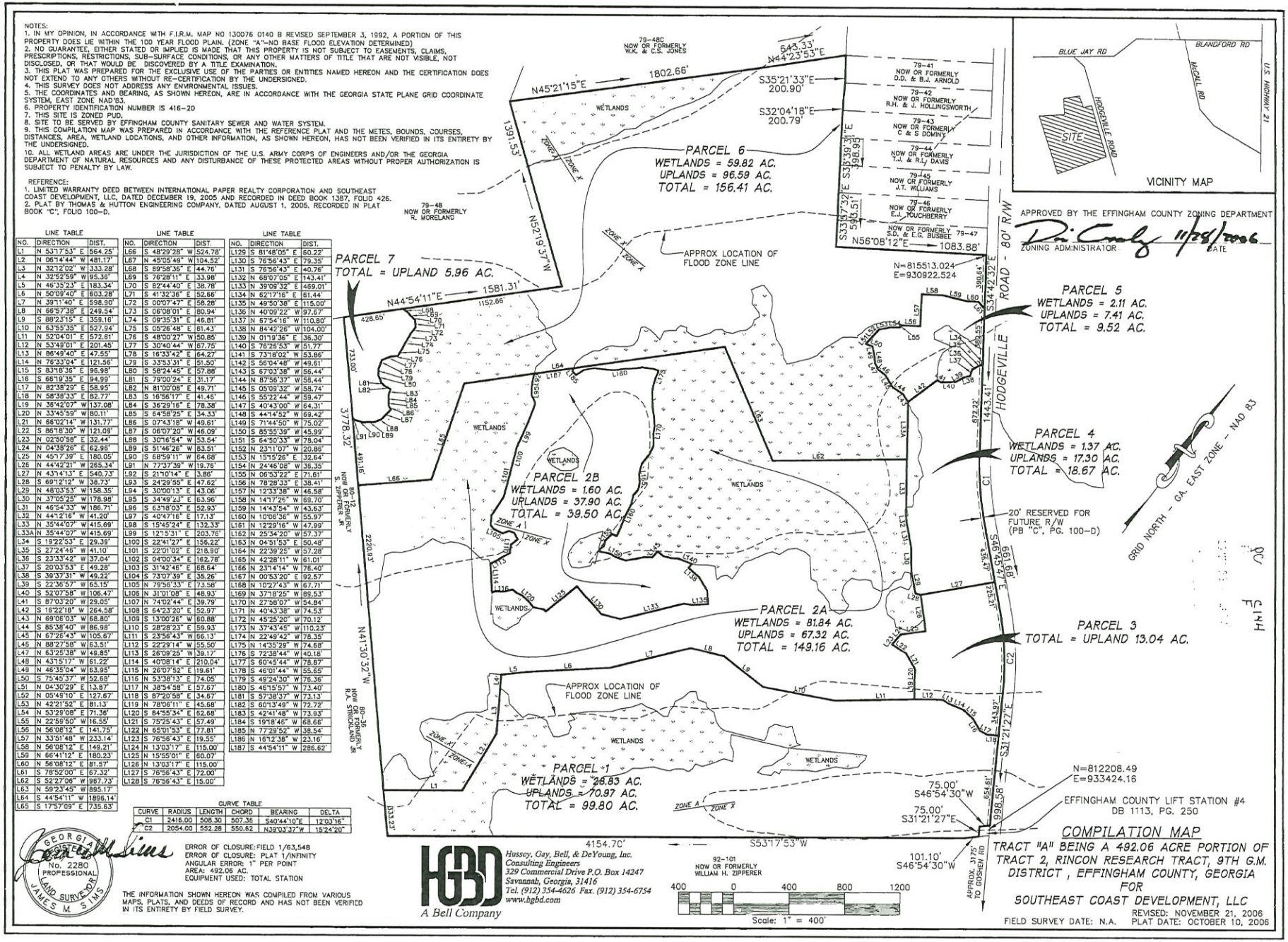
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan 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,

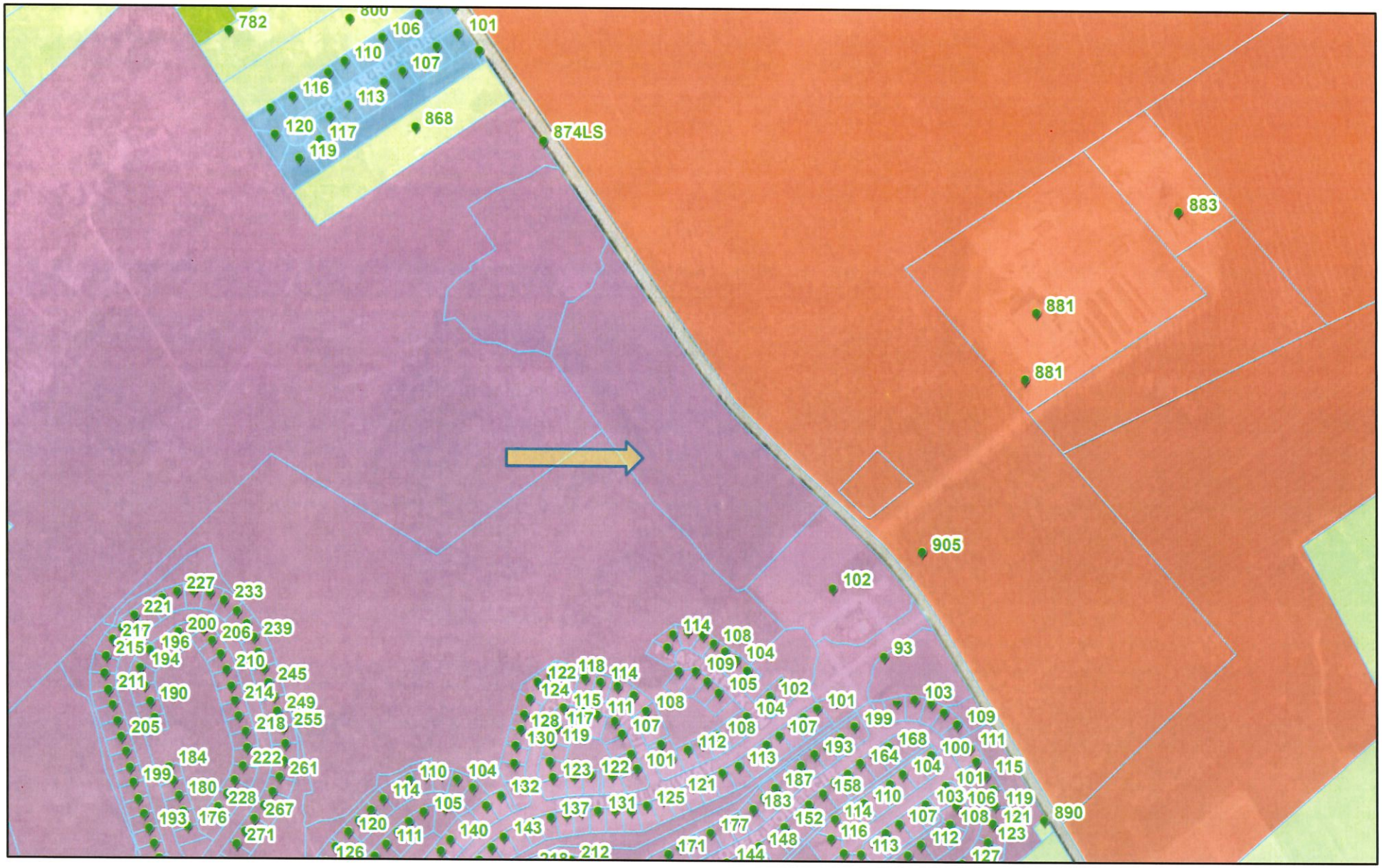
Darrell M. O'Neal

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


NOTES:
1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO 130076 0140 B REVISED SEPTEMBER 3, 1992, A PORTION OF THIS PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN. (ZONE "A"-NO BASE FLOOD ELEVATION DETERMINED)
2. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR THAT WOULD BE DISCOVERED BY A TITLE EXAMINATION.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES OR ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS WITHOUT RE-CERTIFICATION BY THE UNDERSIGNED.
4. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL ISSUES.
5. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE NAD'83.
6. PROPERTY IDENTIFICATION NUMBER IS 416-20
7. THIS SITE IS ZONED PUD.
8. SITE TO BE SERVED BY EFFINGHAM COUNTY SANITARY SEWER AND WATER SYSTEM.
9. THIS COMPILATION MAP WAS PREPARED IN ACCORDANCE WITH THE REFERENCE PLAT AND THE METES, BOUNDS, COURSES, DISTANCES, AREA, WETLAND LOCATIONS, AND OTHER INFORMATION, AS SHOWN HEREON, HAS NOT BEEN VERIFIED IN ITS ENTIRETY BY THE UNDERSIGNED.
10. ALL WETLAND AREAS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND ANY DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER AUTHORIZATION IS SUBJECT TO PENALTY BY LAW.
REFERENCE:
1. LIMITED WARRANTY DEED BETWEEN INTERNATIONAL PAPER REALTY CORPORATION AND SOUTHEAST COAST DEVELOPMENT, LLC, DATED DECEMBER 19, 2005 AND RECORDED IN DEED BOOK 1387, FOLIO 426.
2. PLAT BY THOMAS & HUTTON ENGINEERING COMPANY, DATED AUGUST 1, 2005, RECORDED IN PLAT BOOK "C", FOLIO 100-D.
LINE TABLE
NO. DIRECTION DIST.
L1 N 53°17'53" E 564.25'
L2 N 06°14'44" W 481.17'
L3 N 32°12'02" W 333.28'
L4 N 32°52'59" W 95.36'
L5 N 46°35'23" E 183.34'
L6 N 50°09'40" E 603.28'
L7 N 39°11'40" E 598.90'
L8 N 66°57'38" E 249.54'
L9 S 88°23'15" E 359.16'
L10 N 63°55'35" E 527.94'
L11 N 52°04'01" E 572.61'
L12 N 53°49'01" E 201.45'
L13 N 86°49'40" E 47.55'
L14 N 76°33'04" E 121.56'
L15 S 83°18'36" E 96.98'
L16 S 66°19'35" E 94.99'
L17 N 82°38'29" E 58.95'
L18 N 58°38'33" E 82.77'
L19 N 36°42'07" W 137.08'
L20 N 33°45'59" W 80.11'
L21 N 66°02'14" W 131.77'
L22 S 86°18'30" W 121.09'
L23 N 02°50'58" E 32.44'
L24 N 04°38'26" E 62.96'
L25 N 45°17'39" E 180.05'
L26 N 44°42'21" W 265.34'
L27 N 43°14'13" E 540.73'
L28 S 69°12'12" W 38.73'
L29 N 48°03'53" W 158.35'
L30 N 37°05'25" W 178.98'
L31 N 46°54'33" W 186.71'
L32 N 44°12'16" W 41.20'
L33 N 35°44'07" W 415.69'
L33A N 35°44'07" W 415.69'
L34 S 19°22'53" E 29.39'
L35 S 27°24'48" W 41.10'
L36 S 23°33'42" W 71.04'
L37 S 20°03'53" E 49.28'
L38 S 39°37'31" W 49.22'
L39 S 22°36'57" W 65.15'
L40 S 52°07'58" W 106.47'
L41 S 87°03'20" W 29.05'
L42 S 18°22'18" W 264.58'
L43 N 69°06'03" W 60.80'
L44 S 85°38'40" W 86.98'
L45 N 67°26'43" W 105.67'
L46 N 88°27'58" W 63.51'
L47 N 63°25'38" W 49.85'
L48 N 43°15'17" W 61.22'
L49 N 46°35'04" W 63.95'
L50 S 75°46'37" W 74.05'
L51 N 04°30'29" E 13.87'
L52 N 05°49'10" E 127.67'
L53 N 42°21'52" E 81.13'
L54 N 53°29'08" E 71.36'
L55 N 22°59'50" W 16.55'
L56 N 56°08'12" E 141.75'
L57 N 33°51'48" W 233.14'
L58 N 56°08'12" E 149.21'
L59 N 66°41'12" E 180.23'
L60 N 56°08'12" E 81.57'
L61 S 78°52'00" E 67.32'
L62 S 52°27'06" W 967.73'
L63 N 59°23'45" W 895.17'
L64 S 44°54'11" W 1896.14'
L65 S 17°57'09" E 735.63'
LINE TABLE
NO. DIRECTION DIST.
L66 S 48°29'28" W 524.78'
L67 N 45°05'49" W 104.52'
L68 S 89°58'36" E 44.76'
L69 S 76°28'11" E 33.98'
L70 S 82°44'40" E 38.78'
L71 S 41°32'36" E 52.66'
L72 S 00°07'47" E 58.28'
L73 S 06°08'01" E 80.94'
L74 S 09°35'31" E 46.81'
L75 S 05°26'48" E 61.43'
L76 S 48°00'27" W 50.85'
L77 S 30°40'44" W 67.75'
L78 S 16°33'42" E 64.27'
L79 S 33°53'31" E 51.50'
L80 S 58°24'45" E 57.88'
L81 S 79°00'24" E 31.17'
L82 N 81°00'08" E 49.71'
L83 S 16°56'17" E 41.46'
L84 S 36°29'16" E 78.38'
L85 S 64°58'25" E 34.33'
L86 S 07°43'18" W 49.61'
L87 S 06°07'20" W 46.09'
L88 S 30°16'54" W 53.54'
L89 S 51°46'26" W 83.51'
L90 S 68°59'11" W 64.68'
L91 N 77°37'39" W 19.76'
L92 S 21°10'14" E 3.86'
L93 S 24°29'55" E 47.62'
L94 S 30°06'13" E 43.06'
L95 S 34°49'24" E 63.96'
L96 S 63°18'03" E 52.93'
L97 S 40°47'16" E 17.13'
L98 S 15°45'24" E 132.33'
L99 S 12°15'31" E 203.76'
L100 S 22°41'27" E 156.22'
L101 S 22°01'02" E 218.90'
L102 S 04°00'34" E 162.78'
L103 S 31°42'46" E 68.64'
L104 S 73°07'39" E 35.26'
L105 N 79°56'33" E 73.58'
L106 N 31°01'08" E 48.93'
L107 N 74°02'44" E 39.79'
L108 S 64°23'20" E 52.97'
L109 S 13°00'26" W 60.88'
L110 S 28°28'23" E 59.93'
L111 S 23°56'43" W 56.13'
L112 S 22°29'14" W 55.50'
L113 S 26°09'25" W 39.17'
L114 S 40°08'14" E 210.04'
L115 N 26°07'52" E 19.61'
L116 N 53°38'12" E 74.05'
L117 N 38°54'58" E 57.67'
L118 S 87°20'58" E 34.67'
L119 N 78°06'11" E 45.68'
L120 S 84°55'34" E 62.68'
L121 S 75°25'43" E 57.49'
L122 N 65°01'53" E 77.81'
L123 S 76°56'43" E 19.55'
L124 N 13°03'17" E 115.00'
L125 N 15°55'01" E 60.07'
L126 N 13°03'17" E 115.00'
L127 S 76°56'43" E 72.00'
L128 S 76°56'43" E 15.00'
LINE TABLE
NO. DIRECTION DIST.
L129 S 81°48'05" E 60.22'
L130 S 76°56'43" E 79.35'
L131 S 76°56'43" E 40.76'
L132 N 68°07'05" E 143.41'
L133 N 39°09'32" E 469.01'
L134 N 62°17'16" E 61.44'
L135 N 49°50'38" E 115.00'
L136 N 40°09'22" W 97.67'
L137 N 67°54'16" W 110.80'
L138 N 84°42'26" W 104.00'
L139 N 01°19'36" E 36.30'
L140 S 76°26'53" W 51.77'
L141 S 73°18'02" W 53.86'
L142 S 56°04'48" W 49.61'
L143 S 67°03'38" W 56.44'
L144 N 87°56'37" W 55.44'
L145 S 05°09'32" W 58.74'
L146 S 55°22'44" W 59.47'
L147 S 40°43'00" W 64.31'
L148 S 44°14'52" W 69.42'
L149 S 71°44'50" W 75.02'
L150 S 85°55'39" W 45.99'
L151 S 64°50'33" W 78.04'
L152 N 23°11'07" W 20.86'
L153 N 15°15'26" E 32.64'
L154 N 24°46'08" W 36.35'
L155 N 06°53'22" E 71.61'
L156 N 78°28'33" E 38.41'
L157 N 12°33'38" W 46.58'
L158 N 14°17'26" W 69.70'
L159 N 14°43'54" W 43.63'
L160 N 10°06'36" W 55.97'
L161 N 12°29'16" W 47.99'
L162 N 25°34'20" W 57.37'
L163 N 04°51'53" E 50.48'
L164 N 22°39'25" W 57.28'
L165 N 42°28'11" W 61.01'
L166 N 23°14'14" W 76.40'
L167 N 00°53'20" E 92.57'
L168 N 10°27'43" W 67.71'
L169 N 37°18'25" W 89.53'
L170 N 27°58'07" W 54.84'
L171 N 40°43'38" W 74.53'
L172 N 45°25'20" W 70.12'
L173 N 37°43'45" W 110.23'
L174 N 22°49'42" W 78.35'
L175 N 14°35'29" W 74.66'
L176 S 72°38'44" W 40.18'
L177 S 60°45'44" W 78.87'
L178 S 46°01'44" W 55.65'
L179 S 49°24'30" W 76.36'
L180 S 46°15'57" W 73.40'
L181 S 57°38'37" W 73.13'
L182 S 60°13'49" W 72.72'
L183 S 42°41'48" W 73.93'
L184 S 19°18'46" W 68.66'
L185 N 77°29'52" W 38.54'
L186 N 16°12'38" W 23.16'
L187 S 44°54'11" W 286.62'
CURVE TABLE
CURVE RADIUS LENGTH CHORD BEARING DELTA
C1 2416.00 508.30 507.36 S40°44'10"E 12°03'16"
C2 2054.00 552.28 550.62 N39°03'37"W 15°24'20"
79-48C NOW OR FORMERLY W.K. & C.S. JONES
79-48 NOW OR FORMERLY R. MORELAND
79-41 NOW OR FORMERLY D.D. & B.J. ARNOLD
79-42 NOW OR FORMERLY R.H. & J. HOLLINGSWORTH
79-43 NOW OR FORMERLY C & S DOWNEY
79-44 NOW OR FORMERLY T.J. & R.J. DAVIS
79-45 NOW OR FORMERLY J.T. WILLIAMS
79-46 NOW OR FORMERLY E.J. TOUCHBERRY
79-47 NOW OR FORMERLY S.D. & E.G. BUSBEE
80-12 NOW OR FORMERLY W. ZIPPERER JR
80-35 NOW OR FORMERLY R.A. STRICKLAND JR
92-101 NOW OR FORMERLY WILLIAM H. ZIPPERER
PARCEL 6
WETLANDS = 59.82 AC.
UPLANDS = 96.59 AC.
TOTAL = 156.41 AC.
PARCEL 7
TOTAL = UPLAND 5.96 AC.
PARCEL 5
WETLANDS = 2.11 AC.
UPLANDS = 7.41 AC.
TOTAL = 9.52 AC.
PARCEL 4
WETLANDS = 1.37 AC.
UPLANDS = 17.30 AC.
TOTAL = 18.67 AC.
PARCEL 2B
WETLANDS = 1.60 AC.
UPLANDS = 37.90 AC.
TOTAL = 39.50 AC.
PARCEL 2A
WETLANDS = 81.84 AC.
UPLANDS = 67.32 AC.
TOTAL = 149.16 AC.
PARCEL 3
TOTAL = UPLAND 13.04 AC.
PARCEL 1
WETLANDS = 28.83 AC.
UPLANDS = 70.97 AC.
TOTAL = 99.80 AC.
APPROX LOCATION OF FLOOD ZONE LINE
WETLANDS
ZONE A
ZONE X
HODGEVILLE ROAD - 80' R/W
20' RESERVED FOR FUTURE R/W (PB "C", PG. 100-D)
GRID NORTH - GA. EAST ZONE - NAD 83
APPROX. 3175' TO GOSHEN RD
EFFINGHAM COUNTY LIFT STATION #4
DB 1113, PG. 250
N=815513.024
E=930922.524
N=812208.49
E=933424.16
VICINITY MAP
BLUE JAY RD
BLANDFORD RD
McCALL RD
HODGEVILLE ROAD
SITE
U.S. HIGHWAY 21
APPROVED BY THE EFFINGHAM COUNTY ZONING DEPARTMENT
ZONING ADMINISTRATOR
DATE
11/28/2006
GEORGIA REGISTERED No. 2280 PROFESSIONAL LAND SURVEYOR JAMES M. SIMS
ERROR OF CLOSURE: FIELD 1/63,548
ERROR OF CLOSURE: PLAT 1/INFINITY
ANGULAR ERROR: 1" PER POINT
AREA: 492.06 AC.
EQUIPMENT USED: TOTAL STATION
THE INFORMATION SHOWN HEREON WAS COMPILED FROM VARIOUS MAPS, PLATS, AND DEEDS OF RECORD AND HAS NOT BEEN VERIFIED IN ITS ENTIRETY BY FIELD SURVEY.
HGBD
A Bell Company
Hussey, Gay, Bell, & DeYoung, Inc.
Consulting Engineers
329 Commercial Drive P.O. Box 14247
Savannah, Georgia, 31416
Tel. (912) 354-4626 Fax. (912) 354-6754
www.hgbd.com
Scale: 1" = 400'
COMPILATION MAP
TRACT "A" BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH TRACT, 9TH G.M. DISTRICT , EFFINGHAM COUNTY, GEORGIA
FOR
SOUTHEAST COAST DEVELOPMENT, LLC
REVISED: NOVEMBER 21, 2006
FIELD SURVEY DATE: N.A. PLAT DATE: OCTOBER 10, 2006

Hodgeville Road

Hodgeville Road



11/4/2021, 2:29:49 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address_Points

Parcels2020

Effingham County Zoning

AR-1

AR-2

R-1

I-1

PD

Esri., Inc., City of Naperville, Illinois, Maxar

ArcGIS Web AppBu

Maxar | Esri., Inc., City of Naperville, Illinois | https://www.fws.gov/wetlands/data/data-download.h

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 **Jerome S. Konter – (Map # 416 Parcel # 20D)** from **PD** to **PD** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL X

Of the rezoning request by applicant **Jerome S. Konter – (Map # 416 Parcel # 20D)** from **PD** to **PD** 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?

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(Yes) No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS.
2/14/22

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

Of the rezoning request by applicant **Jerome S. Konter – (Map # 416 Parcel # 20D)** from **PD** to **PD** 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 ? 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?

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_✓_

Of the rezoning request by applicant **Jerome S. Konter – (Map # 416 Parcel # 20D)** from **PD** to **PD** 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?

ML

Yes (No)? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes (No)? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes (No)? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

(Yes) No? 7. Are nearby residents opposed to the proposed zoning change?

(Yes) No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

Of the rezoning request by applicant **Jerome S. Konter – (Map # 416 Parcel # 20D)** from **PD** to **PD** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

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DB

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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?

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Jerome S. Konter** as Agent for **JGH Commercial, LLC** requests to **rezone** 18.67 acres from **PD (commercial)** to **PD (residential)** to allow for 206-unit multi-family residential development. Located on Hodgeville Road. **Map# 416 Parcel# 20D**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to rezone 18.67 acres from **PD (commercial)** to **PD (residential)** to allow for multi-family residential development, 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 has determined that market conditions favor multifamily residential rental development over commercial development at this location, and requests a change in permitted land use for this parcel.
- Pursuant to section 5.15.2.2 (Planned Development), any substantial change (such as land use, acreage, and project intent) is treated as a proposed amendment to the zoning ordinance, and must be approved by the Board of Commissioners.
- At the July 21, 2021 pre-application meeting, staff provided input on requirements for open space, amenities, resident parking, common element maintenance, and a traffic study to identify necessary improvements for Hodgeville Road.
- A PD amendment/rezoning application was submitted for the December Planning Board meeting agenda. Staff requested revisions to clarify the PD amendment. The current version of the PD document proposes a multifamily development with up to 206 units in 25 buildings (12 buildings with 2-bedroom units, and 13 buildings with 3-bedroom units), which represents a gross density of 11 units per acre, and a net density of 15 units per acre. 174 units are shown on attached concept plan, which represents a gross density of 9.3 units per acre, and a net density of 12.7 units per acre. This project will be served by county water and sewer.
- The development will include parking in front of the buildings and five 6-unit garage buildings. 1.5 parking spaces are required per multifamily unit (174 units*1.5=261 spaces); 375 total spaces are proposed. 206 units would require at least 309 parking spaces.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to **deny** the request to rezone 18.67 acres from **PD (commercial)** to **PD (residential)**, with the following conditions:
  1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.
- On March 1, the applicant requested to postpone the public hearing to the April 5 Board meeting.

Alternatives
1. Approve the request to rezone 18.67 acres from **PD (commercial)** to **PD residential)**, with the following conditions:
1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.

2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny request to rezone 18.67 acres from **PD (commercial)** to **PD (residential)**.

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. 416-20D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 416-20D

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 JEROME S. KONTER as Agent for JGH COMMERCIAL, LLC has filed an application to rezone eighteen and sixty-seven hundredth (18.67) +/- acres; from PD Commercial to PD Residential to allow for multi-family residential development; map and parcel number 416-20D, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 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 January 26, 2022; and

IT IS HEREBY ORDAINED THAT eighteen and sixty-seven hundredth (18.67) +/- acres; map and parcel number 416-20D, located in the 2nd commissioner district is rezoned from PD Commercial to PD Residential, with the following conditions:

1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

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

AUDIT PRESENTATION

Presentation of the Fiscal Year 2021 audited financial report by Lanier, Deal & Proctor

Staff Report

Subject: Approval of the audited annual financial report for transmission to the State of Georgia
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 4/5/22
Item Description: Consideration to approve the FY 2021 audited annual financial report for transmission to the State of Georgia

Summary Recommendation:
Staff is requesting approval to submit the audited annual financial report for the fiscal year ended June 30th, 2021 to the State of Georgia

Executive Summary:
Each year an audit is conducted. The audit is designed, planned, and conducted to comply with state and federal regulations, to provide our residents and the Board of Commissioners with an independent review of our financial status, and to ensure our financial statements are in compliance with GAAP (generally accepted accounting principles) and GASB (Governmental Accounting Standards Board) standards using GAGAS (generally accepted government auditing standards).

Background:
1. There are three major portions of the audited annual financial report which consists of the independent auditor's report, management's discussion and analysis, and the audited financial statements.
2. The independent auditor's report is the auditor's opinion regarding our financial statements.
3. Management's discussion and analysis is the staff's financial narrative of the audited financial statements.
4. The financial statements contain both county-wide and individual fund statements prepared in accordance with GAAP and GASB standards.

Alternatives for Commission to Consider:
1. Affirm the audited annual financial report and approve the audit and submission to the State of Georgia
2. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Affirm the audited annual financial report and approve the audit and submission to the State of Georgia.

Other Alternatives:
N/A

Department Review: *(list departments)*
Finance

Funding Source:
N/A

Attachments:
Bound copy of FY 2021 audited annual financial report provided

Staff Report

Subject: **Resolution Recognizing Eden Missionary Baptist Church**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 02/15/2022
Item Description: Consideration to approve Resolution#022-020 in recognition of the Eden Missionary Baptist Church 150th Anniversary

Summary Recommendation:
Staff recommends approval of the request.

Executive Summary:
A request was received from Mr. Willie Wright on behalf of the church for approval of a Resolution recognizing the founding of the church 150 years ago.

Background:
The church was organized April 12, 1872 by Rev. Inman E. Bryant and Rev. J.G. Norris at a site one-mile north of Eden near old Central of Georgia Railroad track. The church erected at this location was destroyed by fire in 1914 and was reconstructed by its members. This sanctuary remained the home site for 88 years. Due to road issues and the deteriorating condition of the house of worship a new location was established, with the first church service being held May 28, 1961.

Alternatives for Commission to Consider:
1. Approve Resolution# 022-020 in recognition of the Eden Missionary Baptist Church
2. To not approve the resolution.

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. Resolution
2. Request Letter

RESOLUTION

FROM THE DESK OF THE

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Recognition of The Eden Missionary Baptist Church's 150th Anniversary

WHEREAS, the Eden Missionary Baptist Church was organized on April 12, 1872 by Reverend Inman E. Bryant, one of the founding fathers of the Pilgrim Missionary Baptist Association, and Reverend J. G. Norris, Pastor of Powers Baptist Church of Eden and;

WHEREAS, prior to the organization of the church individuals of various races fellowshipped at the Powers Baptist Church and;

WHEREAS, Reverend Inman E. Bryant and Reverend J.G. Norris bravely assembled a church council consisting of sixteen members and was instrumental in building the first church for blacks in the community on a site in Eden and;

WHEREAS, the church served as the black community worship center and school for many years until its replacement in 1905 due to the growing congregation and;

WHEREAS, after the church was destroyed by fire in 1914 a new church was reconstructed by the members, and worship continued at this location for 88 years. In 1960 a ground breaking ceremony was held at the church's current site on Dogwood Way, with the first worship service in this building taking place on May 28, 1961;

THEREFORE, a celebratory event will be held on June 5, 2022 to observe the founding of the Church and now;

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia to join the Eden Missionary Baptist Church family in celebrating this 150th year commemoration of the Eden Missionary Baptist Church. We further honor the forefathers and foremothers who so graciously laid the foundation to establish this edifice of refuge and pillar of comfort for the Eden community.

Humbly submitted this 4th day of April, in the Year of our Lord, 2022.

Wesley Corbitt - Chairman	**Forrest Floyd - 1st District**	**Roger Burdette - 2nd District**
Jamie Deloach - 3rd District	**Reginald Loper - 4th District**	**Phil Kieffer - 5th District**

Effingham County Georgia
Board of Commissioners

Eden Missionary Baptist Church
435 Dogwood Way
Eden (Effingham County) Georgia, 31307

Reverend Jonah E. German, Pastor Deacon Keith Burroughs, Clerk

Date: March 08, 2022

To: Effingham County Board of Commissioners
802-804 S Laurel St.
Springfield, GA. 31329

Subj: County Resolution Request

On the behalf of the Pastor, Officers and Members, on June 05, 2022 we will be celebrating our Church 150th Anniversary/Founders Day in the Eden, Community. This will be a historical event for our church congregation and the community. We solicit the support and approval of the Effingham County Commissioners office in recognition of this event.

Church history excerpts have been provided to your office to assist with preparing the resolution, along with reference information listed below, if needed.

Ref: Pilgrim Baptist Association Minutes from the October 1872 session.
Ref: Book, River to River; by Historic Effingham Society, Inc. year 2005.
Ref: Effingham Herald, Friday May 31, 2013 edition.

Done by order and behalf of the church.

Submitted by: Willie H. Wright Jr., Church Deacon
912-441-3989

Staff Report

Subject: ACCG 2022 Defined Contribution Plan Restatement
Author: Sarah Mausolf, Director
Department: Human Resources
Meeting Date: April 5, 2022
Item Description: Approval of ACCG 2022 Defined Contribution Plan Restatement

Summary Recommendation
Staff recommends approval of ACCG 2022 Defined Contribution Plan Restatement. There are no changes to our current plan; this just brings our plan document up to the current IRS requirements. This process occurs every seven years.

Alternatives
1. Recommend approval of ACCG 2022 Defined Contribution Plan Restatement.

Other Alternatives:
None

Department Review: County Manager and County Attorney

Funding Source: No impact on funding.

Attachments:
1. Notice- Instructions to Participating Employer
2. IRS Opinion Letter on Restated ACCG 401 (a) Defined Contribution Plan
3. Restated ACCG 401 (a) Defined Contribution Plan Document
4. Effingham County 2022 Restated DC Adoption Agreement
5. Effingham County Resolution to Adopt 2022 Restated DC Plan
6. Summary of Default Elections in Restated Adoption Agreement

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Non-Standardized Pre-Approved Profit Sharing Plan
FFN: 317E1090002-001 Case: 201800528 EIN: 58-1044477
Letter Serial No: Q702321a
Date of Submission: 12/18/2018

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
191 PEACHTREE STREET NE, SUITE 700
ATLANTA, GA 30303

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:
. A copy of this letter
. A copy of the approved plan
. Copies of any subsequent amendments including their dates of adoption
. Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:
. The employer terminated the other plan before the effective date of this plan
. No annual additions have been credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan, if the employer maintains any of the following:
. A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)

. An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
. A simplified employee pension plan

Our opinion doesn't apply to Treasury Regulations Section 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions which are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

Our opinion applies to the requirements of IRC Section 410(b) if 100 percent of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor allocation formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan includes a cash or deferred arrangement (CODA) or otherwise provides for contributions subject to IRC Sections 401(k) and/or 401(m), the employer may rely on the opinion letter regarding the form of the non-discrimination tests of IRC Sections 401(k)(3) and 401(m)(2), if the employer uses a safe harbor compensation definition. For plans described in IRC Sections 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan. For SIMPLE plans described in IRC Sections 401(k)(11) and 401(m)(10), employers may also rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:
. the plan is being used to amend or restate a plan of the employer which was not previously qualified
. the employer's adoption of the plan precedes the issuance of the letter
. the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
. the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use.

Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

Khin M. Chow

Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C

RESOLUTION TO ADOPT AMENDED AND RESTATED ACCG 401(a) DEFINED CONTRIBUTION PLAN FOR EFFINGHAM COUNTY EMPLOYEES

WHEREAS, Effingham County, Georgia (the "Employer") has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Effingham County Employees (the "Plan") through an Adoption Agreement;

WHEREAS, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the "2020 IRS Pre-Approved Plan Documents");

WHEREAS, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

WHEREAS, the Employer previously approved Adoption Agreement Amendment #2 which amended Adoption Agreement Section 4.02, Employer Basic and Discretionary Contributions, to provide an Employer Basic Contribution, effective as of January 1, 2017; and

WHEREAS, the Employer desires to further amend Adoption Agreement Section 3.01, Participation Eligibility, in order to conform the terms of the Plan to the Employer's past practice with respect to Employer Basic Contributions and to provide that there shall not be a minimum period of Service required as a condition of eligibility for Employer Basic Contributions, but Eligible Employees shall still be required to complete one (1) Year of Service as a condition of eligibility for Employer Matching Contributions.

NOW THEREFORE, at a meeting held on the _____ day of _____, 20_____, the Effingham County Board of Commissioners hereby resolves as follows**:**

RESOLVED that the Effingham County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Effingham County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan, including the elections made in Adoption Agreement Section 3.01, Participation Eligibility in order to conform the terms of the Plan to the Employer's past administration of the Plan with respect to Employer Basic Contributions.

FURTHER RESOLVED that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022. The election made under Adoption Agreement Section 3.01 Participation Eligibility, Eligibility Date Determination for Employer Basic Contributions, shall apply retroactively to January 1, 2017, or if later, the date the provision was first implemented by the Employer.

FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, Effingham County Board of Commissioners

Date: _____

Attest:

By: _____
County Clerk

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR
EFFINGHAM COUNTY EMPLOYEES

ARTICLE I: PURPOSE

The undersigned **Effingham County, Georgia**, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

TYPE OF PLAN ADOPTION

[--] New Plan

[X] Amendment and Restatement of Previously Adopted Plan

[--] Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

ARTICLE II: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

2.09 COMPENSATION

Compensation Defined

[X] Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)

[X] Includes Differential Wage Payments

[--] Excludes Differential Wage Payments

[--] Short Plan Years use Compensation only during short year (Default provision)

[--] Short Plan Years use Compensation for entire year

[--] Other Definition of Compensation (See Additional Provisions Addendum)

Determination Period Defined for Compensation

[X] The Plan Year (Default provision)

[--] The Calendar Year

A consecutive 12-month period ending in or within the Plan year beginning _____ (day) _____ (month)

2.11 DISABILITY OR DISABLED

[X] Entitled to disability retirement benefits under the federal Social Security Act

[--] Entitled to benefits under long term disability plan or policy of Employer

[--] Other Definition of Disability (See Additional Provisions Addendum)

2.14 EFFECTIVE DATE

[--] New qualified Plan with an Effective Date of _____, 20__ (the "Original Effective Date").

[X] Amendment and restatement of a previously established qualified Plan with a previous Effective Date of **December 1, 2000** (the "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2022**.

[The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

2.16 ELIGIBILITY COMPUTATION PERIOD

[X] The 12-consecutive–month period beginning on the Employee's Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date. (Default)

[--] The 12-consecutive–month period beginning on the Employee's Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

2.17 ELIGIBLE EMPLOYEE

	Employees, other than Elected Officials	**Include**	**Exclude**
[--]	All Employees	**[--]**	**[--]**
[--]	Senior Management Only (Specify Eligible Positions:_____ _____)	**[--]**	**[--]**
[X]	Full-time Employees only	**[X]**	**[--]**
[X]	Working for the Employer at least **thirty-seven and one-half (37.5)** Hours of Service per week for Compensation		
[--]	Other Definition of Full-time (see Additional Provisions Addendum)		
[X]	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	**[--]**	**[--]**

[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	**[--]**	**[--]**
	Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)	**Include**	**Exclude**
	County Commissioners	**[X]**	**[--]**
	Coroner	**[--]**	**[X]**
	Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	**[--]**	**[X]**
	Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)		
	Sheriff	**[X]**	**[--]**
	Tax Commissioner (elected before 7/1/2012)	**[X]**	**[--]**
	Clerk of Superior Court	**[X]**	**[--]**
	Chief Magistrate Judge	**[X]**	**[--]**
	Assistant Magistrate Judge(s)	**[--]**	**[X]**
	Probate Court Judge	**[X]**	**[--]**
	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	**[--]**	**[X]**
	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)		
	State Court Judge	**[X]**	**[--]**
	Superior Court Judge	**[--]**	**[X]**
	Solicitor or Solicitor General	**[X]**	**[--]**
	District Attorney	**[--]**	**[X]**
	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum)	**[--]**	**[X]**
	Other Personnel Eligible for one or more State of Georgia Retirement Systems		
	Employees of Tax Commissioners (hired before 7/1/2012)	**[X]**	**[--]**
	Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)		
	Tax Commissioner (hired on or after 7/1/2012)	**[X]**	**[--]**
	Employees of Tax Commissioners (hired on or after 7/1/2012)	**[X]**	**[--]**
	Other Personnel Receiving Supplemental Compensation from the Employer		
	Extension Agents	**[--]**	**[X]**

	Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum)	**[--]**	**[X]**

	Excluded Employees	**Include**	**Exclude**
[X]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	**[--]**	**[X]**
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	**[--]**	**[--]**
[--]	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	**[--]**	**[--]**
[--]	Juvenile Court Judges	**[--]**	**[--]**
[--]	Nonresident Aliens	**[--]**	**[--]**
[X]	Other Excluded Employees (See Additional Provisions Addendum)	**[--]**	**[X]**

2.23 EMPLOYER

The term "Employer" means **Effingham County, Georgia**

Employer EIN: **58-6000821**

Employer Fiscal year: **July 1 – June 30**

2.28 ENTRY DATE

Entry Date for Employee Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

Entry Date for Employer Basic Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

[X] Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

Entry Date for Employer Discretionary Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

Entry Date for Employer Matching Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

2.31 HOURS OF SERVICE METHOD

Eligibility Service

[X] Not Applicable

[--] 1000 Hours of Service in an Eligibility Computation Period

[--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

Vesting Service

[X] Not applicable

[--] 1000 Hours of Service in a Vesting Computation Period

[--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

2.36 LIMITATION YEAR

[--] Calendar Year

[X] Plan Year

[--] Fiscal year

[--] Other: 12 month period ending on the following date: _____

2.39 NORMAL RETIREMENT AGE

The term "Normal Retirement Age" means:

[--] Age 65

[--] Age _____ (specify between 55 and 64, inclusive)

[--] Later of age _____ (not to exceed 65) or the _____ anniversary (not to exceed 5th) of the Participant's Employment Commencement Date

[X] Age: **Sixty** (**60)** (not to exceed 65) plus **five (5)** Years of Service (specify) (Year of Service requirement shall not cause any Participant's Normal Retirement Age to exceed 65)

2.44 PLAN

The name of the Plan as adopted by the Employer is the:

[X] "**ACCG 401(a) Defined Contribution Plan for Effingham County Employees**"

[--] "**ACCG 401(a) Defined Contribution Plan for Senior Management Employees of _____ County"**

2.61 YEAR OF SERVICE

Method of Measurement for Eligibility Purposes

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum

[X] Elapsed Time Method:

A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Adjustments to Years of Service for Eligibility Purposes

[--] Service Before the Original Effective Date of the Plan included

[X] Service Before the Original Effective Date of the Plan excluded

[X] Service Before the Effective Date of this amended and restated Plan included

[--] Service Before the Effective Date of this amended and restated Plan excluded

[--] Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

[--] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

Method of Measurement for Vesting Purposes

[--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document

[--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum

[X] Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Vesting Computation Period

[X] The 12-consecutive–month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)

[--] The 12-consecutive–month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

Adjustments to Years of Service for Vesting

[--] Service Before the Original Effective Date of the Plan included

[X] Service Before the Original Effective Date of the Plan excluded

[X] Service Before the Effective Date of this amended and restated Plan included

[--] Service Before the Effective Date of this amended and restated Plan excluded

[--] Unused Sick Leave included

[--] Unused Annual Leave included

[--] Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)

[X] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

ARTICLE III: PARTICIPATION AND SERVICE

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

[--] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Basic Contributions

[X] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes ____ (__) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Discretionary Contributions

[--] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Matching Contributions

[--] The Eligible Employee's Employment Commencement Date

[X] Date on which the Eligible Employee completes **one (1)** Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)

3.06 ELECTION NOT TO PARTICIPATE

[--] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee *first* becomes eligible to participate in any qualified Plan sponsored by the Employer.)

[**X**] Employees may not elect out of participating in the Plan.

ARTICLE IV: CONTRIBUTIONS

4.01 EMPLOYEE CONTRIBUTIONS

Mandatory Employee Contributions

[X] Not Required

[--] Required in the amount of _____ (____%) of Compensation per payroll period effective as of _____ [May not exceed 100%.]

Employee After Tax Contributions

[X] Not Permitted

[--] Permitted up to _____% of Compensation [May not exceed 100%.]

[--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions (*May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)*

[--] No Basic Contributions

[X] Basic Contributions equal to **three percent (3.0%)** of each Participant's Compensation (not to exceed 25%)

[--] Basic Contributions in a flat dollar amount equal to _____ dollars ($___) for each Participant

[--] Basic Contributions allocated based on Points equal to $_____ times number of each Participant's points.

[--] Points for each year of age (in whole numbers):_____

[--] Points for each Year of Service (in whole numbers):_____

[--] Points for each unit of Compensation:_____

[--] A unit of Compensation is _____

[--] Maximum Years of Service taken into account, if any: _____

[--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.

[--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

[X] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other Basic Contribution remittance period: _____ (must be at least annual)

[--] Basic Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Basic Contributions

[X] No additional requirements

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

[--] Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

Employer Discretionary Contributions (*May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)*

[X] No Discretionary Contributions

[--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:

[--] Pro-Rata Based on Compensation

Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year

[--] Fixed Dollar Formula

Each Participant shall be credited with an equal dollar amount

[--] Discretionary Contributions allocated based on Points

[--] Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

[--] On a payroll basis

[--] On a monthly

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Discretionary Contributions: _____ (must be at least annual)

[--] Discretionary Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Discretionary Contributions

[--] No additional requirements [**Must elect if made less frequently than annually]**

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

[--] Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

[--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan

[X] Matching Contributions equal to **one hundred percent (100%)** of the first **three percent (3.0%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3.0%)** of Compensation or $ (N/A).

[--] Matching Contributions equal to _____ percent (___%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (___%) of the next _____ percent (___%) so contributed and _____ percent (___%) of the next _____ percent (___%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (___%) of Compensation or $_____.

[--] Matching Contributions equal to _____ percent (___%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Other Matching Contribution Formula (See Additional Provisions Addendum)

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[X] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[X] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[X] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[X] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: _____(must be at least annual)

[--] Matching Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

Employer Matching Contribution Eligibility Requirements

[X] No requirements **[Must elect if made more frequently than annually]**

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

[--] Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

4.05 ROLLOVER CONTRIBUTIONS

[--] No rollovers permitted

[X] Eligible rollover contributions permitted to be made by:

[--] Eligible Employees, whether or not a Plan Participant

[X] Plan Participants Only

4.07 QUALIFIED MILITARY SERVICE

Employer Contributions (Other Than Matching) Upon Return to Employment

[X] Mandatory Employee Contributions required to receive Employer Contributions

Employer Matching Contributions Upon Return to Employment

[X] Elective deferrals under the Employer's 457(b) Plan must be made up to receive Employer Matching Contributions

[--] Elective deferrals under the Employer's 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

Employer Contributions Upon Death

[--] Employer Contributions made for a Participant who dies during Qualified Military Service

[--] Employer Basic Contributions

[--] Employer Discretionary Contributions

[--] Employer Matching Contributions

Employer Contributions Upon Disability

[--] Employer Contributions made for a Disabled Participant during Qualified Military Service:

[--] Employer Basic Contributions

[--] Employer Discretionary Contributions

[--] Employer Matching Contributions

Vesting Upon Disability

[--] Service for vesting purposes granted to a Disabled Participant during Qualified Military Service. (Must select if making Employer Contributions for Disabled Participants

Differential Wage Payments

[X] Differential Wage Payments treated as Compensation during Qualified Military Service

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS

Maximum Permissible Amount for Participants Covered by Another Plan

[X] Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)

[--] Maximum Contributions up to Section 415 limit made to this Plan

[--] See Additional Provisions Addendum.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)). Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

[--] 100% Vesting immediately upon Entry Date

[X]

Full Years of Service With the Employer	Percent Vested in Account
Less than five (5) years	**0 %**
Five (5) years or more	**100 %**

[--]

Full Years of Service With the Employer	Percent Vested in Account

___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years or more	___%

[--] Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

Vesting for Employer Discretionary Contribution

[--] 100% Vesting immediately upon Entry Date

[--]

Full Years of Service With the Employer	Percent Vested in Account
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

Less than ____ **(__)** years	0 %
_____ (__) years or more	100 %

[--] Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

Vesting for Employer Matching Contribution

[--] 100% Vesting immediately upon Entry Date

[X]

Full Years of Service With the Employer	Percent Vested in Account
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

Less than five (5) years	**0 %**
Five (5) years or more	**100 %**

[--] Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

6.04 IN-SERVICE WITHDRAWALS.

[--] No in-service withdrawals permitted

[X] In-Service withdrawals shall be permitted as designated below.

[--] After-tax Accounts may be withdrawn at any time

[X] Rollover Accounts may be withdrawn at any time

[X] Withdrawals from vested Accounts on and after attainment of age **sixty-five (65)**

[--] Withdrawals from vested Accounts on and after Normal Retirement Age

[X] Active Military Distribution

[--] Withdrawal after _____ years of participation (must be at least 5) of the lesser of _____ (specify a dollar amount) or 100% of the Participant's Vested Account

[--] Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

ARTICLE VII: DEATH BENEFITS

7.01 DEATH BENEFITS

[--] Death benefits paid in one lump sum

[X] Death Benefits paid in any form permitted under the Plan for Participants

[--] Other forms of Death Benefit payment (see Forms of Payment Addendum)

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 NORMAL PAYMENT FORMS

[--] Distributions may be made in one lump sum only

[X] Distributions may be made in any form provided in Section 8.01(a)(i)and(ii) (Lump sums or installment)

[--] Other forms of distributions permitted (see Forms of Payment Addendum)

8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.

[X] The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.

[--] If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than $1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)

[--] $1000 or less

[--] The dollar amount specified in Code Section 411(a)(11)(A) ($5,000 or less as of January 1, 2018).

ARTICLE IX: TRUST FUND INVESTMENTS

9.03 PARTICIPANT DIRECTION OF INVESTMENTS

Accounts Invested by Participants

[X] Participants direct investment of all Accounts

[--] Direct investment of following Accounts only:

	Participant	Employer
Employee Mandatory Contribution Account	[--]	[--]
Employee After-Tax Contribution Account	[--]	[--]
Employer Basic Contribution Account	[--]	[--]
Employer Discretionary Contribution Account	[--]	[--]
Employer Matching Contribution Account	[--]	[--]

Self-directed Brokerage

[X] Self-directed Brokerage not permitted

[--] Self-directed Brokerage permitted for all Participants' Accounts

[--] Self-directed Brokerage permitted for following Accounts only:

	Yes	No
Employee Mandatory Contribution Account	[--]	[--]
Employee After-Tax Contribution Account	[--]	[--]
Employer Basic Contribution Account	[--]	[--]
Employer Discretionary Contribution Account	[--]	[--]
Employer Matching Contribution Account	[--]	[--]

MISCELLANEOUS

ADDITIONAL PROVISIONS AND PROTECTED BENEFITS

[X] The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

SUPERSEDING PROVISIONS

[--] The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

RELIANCE ON OPINION LETTER

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

ELECTRONIC SIGNATURE AND RECORDS

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

ACCG BASIC PLAN DOCUMENT INFORMATION

Preapproved Plan Sponsor:

Association County Commissioners of Georgia
191 Peachtree Street #700
Atlanta, Ga 3030
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

EFFINGHAM COUNTY

By: _____

Title: _____

Date: _____

ACCEPTANCE (on behalf of the DC Board):

By: _____

Title: _____

Date: _____

PRIOR SERVICE ADDENDUM

Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service

IN-SERVICE WITHDRAWAL ADDENDUM

(A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant's Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

ADDITIONAL PROVISIONS ADDENDUM

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

2.09 COMPENSATION

Compensation Defined

The following definition of Compensation applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)

[--] Includes Differential Wage Payments

[--] Excludes Differential Wage Payments

[--] Short Plan Years use Compensation only during short year (Default provision)

[--] Short Plan Years use Compensation for entire year

[--] Includes the following: _____

[--] Excludes the following: _____

2.11 DISABILITY OR DISABLED

The following definition of Disability applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] Entitled to disability retirement benefits under the federal Social Security Act

[--] Entitled to benefits under long term disability plan or policy of Employer

[--] Other: _____ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

2.17 ELIGIBLE EMPLOYEE

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

	Employees, other than Elected Officials	**Include**	**Exclude**
	The following definition of Employees, other than Elected Officials, applies to:		
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	**[--]**	**[--]**
	Senior Management Only (Specify eligible positions:)	**[--]**	**[--]**
	Full-time Employees only	**[--]**	**[--]**
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	**[--]**	**[--]**
[X]	Grant-funded Employees (*List employee classifications and check "Include" or "Exclude" as appropriate.)*		
	Pass Through Grant Employees - Any individual who is wholly compensated from a grant known as a "pass through grant," where Effingham County is only acting as a fiscal agent, or where the primary job functions and/or tasks associated with the grant are not directed by the County Commissioners, County Administrator, or a County Department Head, whether or not such individual is ever treated as a common law employee of the Employer by the Internal Revenue Service (IRS) or the Employer.	**[--]**	**[X]**
	Grant-funded Employees who are not Pass Through Grant Employees as defined above and who otherwise qualify as Eligible Employees.	**[X]**	**[--]**
[--]	Other Definition of Eligible Employees other than Elected Officials: (*List employee classifications and check "Include" or "Exclude" as appropriate.)*		
	_____	**[--]**	**[--]**
	_____	**[--]**	**[--]**
	Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)		
	County Commissioners	**[--]**	**[--]**
	Coroner	**[--]**	**[--]**
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) (*List and check "Include" or "Exclude" as appropriate.)*		
	_____	**[--]**	**[--]**
	_____	**[--]**	**[--]**

Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)

	Sheriff	**[--]**	**[--]**
	Tax Commissioner (elected before 7/1/2012)	**[--]**	**[--]**
	Clerk of Superior Court	**[--]**	**[--]**
	Chief Magistrate Judge	**[--]**	**[--]**
	Assistant Magistrate Judge(s)	**[--]**	**[--]**
	Probate Court Judge	**[--]**	**[--]**
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (*List and check "Include" or "Exclude" as appropriate.)*		
		Include	**Exclude**
	_____	**[--]**	**[--]**
	_____	**[--]**	**[--]**

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)

	State Court Judge	**[--]**	**[--]**
	Superior Court Judge	**[--]**	**[--]**
	Solicitor or Solicitor General	**[--]**	**[--]**
	District Attorney	**[--]**	**[--]**
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (*List and check "Include" or "Exclude" as appropriate.)*		
	_____	**[--]**	**[--]**
	_____	**[--]**	**[--]**

Other Personnel Receiving Supplemental Compensation from the Employer

[--]	Other Personnel Receiving Supplemental Compensation from the Employer (*List and check "Include" or "Exclude" as appropriate.)*		
	_____	**[--]**	**[--]**
	_____	**[--]**	**[--]**

Excluded Employees

	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	**[--]**	**[--]**
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	**[--]**	**[--]**
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	**[--]**	**[--]**

	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	**[--]**	**[--]**
	Juvenile Court Judges	**[--]**	**[--]**
	Nonresident Aliens	**[--]**	**[--]**
[X]	Other Excluded Employees (List and check "Include" or "Exclude" as appropriate.)		
	Employees who are members of, or retired from, any State Retirement System in Georgia as permitted by law.	**[--]**	**[X]**
	_____	**[--]**	**[--]**
[--]	Grant-Funded Employees (List and check "Include" or "Exclude" as appropriate.)		
	_____	**[--]**	**[--]**
	_____	**[--]**	**[--]**

2.28 ENTRY DATE

Entry Date for Employee Contributions

The following Entry Date for Employee Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* _____

Entry Date for Employer Basic Contributions

The following Entry Date for Employer Basic Contributions applies to:

[X] All Participants

[--] Only the following Participants: _____

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] *Other Entry Date for Basic Contributions:* _____

[X] **Whichever option is selected above or below, but no earlier than the date on or after January 1, 2017 as of which the Employer first began making Employer Basic Contributions to the Plan** *(insert date).*

[--] The first day of the _____ (*insert a designation other than "first")* pay period beginning on or after the _____ *(insert a date other than January 1st}* that the date the Participant first meets the eligibility requirement

[--] The first day of the _____ *(insert a designation other than "first")* pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Discretionary Contributions

The following Entry Date for Employer Discretionary Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] Whichever option is selected above or below, but no earlier than _____ *(insert date)*

[--] The first day of the _____ (*insert a designation other than "first")* pay period beginning on or after the _____ *(insert a date other than January 1st}* that the date the Participant first meets the eligibility requirement

[--] The first day of the _____ *(insert a designation other than "first")* pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Matching Contributions

The following Entry Date for Employer Matching Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets

the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Whichever option is selected above or below, but no earlier than _____ *(insert date)*

[--] The first day of the _____ (*insert a designation other than "first")* pay period beginning on or after the _____ *(insert a date other than January 1st}* that the date the Participant first meets the eligibility requirement

[--] The first day of the _____ *(insert a designation other than "first")* pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

[--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

2.61 YEAR OF SERVICE

	Adjustments to Years of Service for Eligibility Purposes	**Include**	**Exclude**
	The following adjustments to Years of Service for Eligibility Purposes applies to:		
[--]	All Participants	**[--]**	**[--]**
[--]	Only the following Participants: _____	**[--]**	**[--]**
[--]	Service Before the Original Effective Date of the Plan included	**[--]**	**[--]**
[--]	Service Before the Original Effective Date of the Plan excluded	**[--]**	**[--]**
[--]	Service Before the Effective Date of this amended and restated Plan included	**[--]**	**[--]**
[--]	Service Before the Effective Date of this amended and restated Plan excluded	**[--]**	**[--]**
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date	**[--]**	**[--]**
[--]	Other Adjustments to Years of Service for Eligibility:		
	Include: _____	**[--]**	**[--]**
	Exclude: _____	**[--]**	**[--]**

Adjustments to Years of Service for Vesting Purposes

The following adjustments to Years of Service for Vesting Purposes applies to:

[--] All Participants

[--] Only the following Participants: _____

[--]	Service Before the Original Effective Date of the Plan included	**[--]**	**[--]**
[--]	Service Before the Original Effective Date of the Plan excluded	**[--]**	**[--]**
[--]	Service Before the Effective Date of this amended and restated Plan included	**[--]**	**[--]**
[--]	Service Before the Effective Date of this amended and restated Plan excluded	**[--]**	**[--]**
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date	**[--]**	**[--]**
[--]	Other Adjustments to Years of Service for Vesting:		
	Include: _____	**[--]**	**[--]**
	Exclude: _____	**[--]**	**[--]**

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

The following Eligibility Date for Employee Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Employee Contributions: _____ (*Must be based on service, age or a combination of service and age.)*

Eligibility Date Determination for Employer Basic Contributions

The following Eligibility Date for Employer Basic Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Basic Contributions: _____(*Must be based on service, age or a combination of service and age).*

Eligibility Date Determination for Employer Discretionary Contributions

The following Eligibility Date for Employer Discretionary Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Discretionary Contributions _____ (*Must be based on service, age or a combination of service and age.*

Eligibility Date Determination for Employer Matching Contributions

The following Eligibility Date for Employer Matching Contributions applies to:

[--] All Participants

[--] Only the following Participants: _____

[--] The Eligible Employee's Employment Commencement Date

[--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

[--] Date on which the Eligible Employee attains age (_____) (__)

[--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (__)

[--] Other Eligibility Date for Matching Contributions _____ (*Must be based on service, age or a combination of service and age.*

3.02 PARTICIPATION UPON REEMPLOYMENT

The following special rules for Participation Upon Reemployment apply to:

[--] All Participants

[--] Only the following Participants: _____

[--] Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:

[--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on _____ *(describe the applicable date.)*

[--] (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the _____ *(earlier or later)* of _____ *(describe the applicable date)* or _____ *(describe the applicable date.)*

[--] (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he _____ *(shall or shall not)* receive _____ (*all or the portion described)* previous Years of Service and shall become a Participant on _____ *(describe the date)*

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions

The following Employer Basic Contribution shall apply to:

[--] All Participants

[--] Only the following Participants: _____

[--] No Basic Contributions

[--] Basic Contributions equal to _____ percent (___ %) of each Participant's Compensation (not to exceed 25%)

[--] Basic Contributions in a flat dollar amount equal to _____ dollars ($___) for each Participant

[--] Basic Contributions allocated based on Points equal to $_____ times the number of each Participant's points. *(Complete Description of Points below.)*

[--] Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

Number of Points	$ Amount	% of Compensation
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%

[--] Points for each year of age (in whole numbers):_____

[--] Points for each Year of Service (in whole numbers):_____

[--] Points for each unit of Compensation:_____

[--] A unit of Compensation is _____

[--] Maximum Years of Service taken into account, if any: _____

[--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

[--] Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than $1500; 2% of the first $70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* _____
_____

Basic Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____
_____

Eligibility Requirements for Basic Contributions

[--] No additional requirements

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

[--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* _____
_____

Employer Discretionary Contributions

The following Employer Discretionary Contribution shall apply to:

[--] All Participants

[--] Only the following Participants: _____

[--] No Discretionary Contributions

[--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:

[--] Pro-Rata Based on Compensation

[--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year

[--] Fixed Dollar Formula

[--] Each Participant shall be credited with an equal dollar amount

[--] Discretionary Contributions allocated based on Points

[--] Discretionary Contributions allocated based on Points equal to $_____ times the number of each Participant's points. *(Complete Description of Points below.)*

[--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

Number of Points	$ Amount	% of Compensation
_____	$_____	_____%
_____	$_____	_____%
_____	$_____	_____%

_____ $_____ _____%

_____ $_____ _____%

[--] Points for each year of age (in whole numbers):_____

[--] Points for each Year of Service (in whole numbers):_____

[--] Points for each unit of Compensation:_____

[--] A unit of Compensation is _____

[--] Maximum Years of Service taken into account, if any: _____

[--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other Discretionary Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____
_____

Eligibility Requirements for Discretionary Contributions

[--] No additional requirements [**Must elect if paid on less than annual basis]**

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

[--] Other Eligibility Requirements for Discretionary Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):*_____
_____

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

The following Employer Matching Contribution shall apply to:

[--] All Participants

[--] Only the following Participants: _____

[--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred

Compensation Plan

[--] Matching Contributions equal to _____ percent (___%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than _____ percent (___%) of Compensation or $_____.

[--] Matching Contributions equal to _____ percent (___%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (___%) of the next _____ percent (___%) so contributed and _____ percent (___%) of the next _____ percent (___%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (___%) of Compensation or $_____.

[--] Matching Contributions equal to _____ percent (___%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: _____(must be at least annual)

Employer Matching Contribution Eligibility Requirements

[--] No requirements **[Must elect if made more frequently than annually]**

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS

The following _____ shall apply to:

[--] All Participants

[--] Only the following Participants: _____

Describe allocation between this Plan and the other plan: _____

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: _____ _____. (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--]

Full Years of Service With the Employer	Percent Vested in Account
Less than ____ (__) years	0 %
_____ (__) years or more	100 %

[--]

Full Years of Service With the Employer	Percent Vested in Account
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

Vesting for Employer Discretionary Contribution

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: _____(Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--]

Full Years of Service With the Employer	Percent Vested in Account
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%
Less than ____ **(__) ye**ars	0 %
_____ (__) years or more	100 %

Vesting for Employer Matching Contribution

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: _____(Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

100% Vesting immediately upon Entry Date

[--]

Full Years of Service With the Employer	Percent Vested in Account
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%
Less than _____ **(__)** years	0 %
_____ (__) years or more	100 %

2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works _____ Hour(s) of Service during a _____ shall be credited with _____ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: _____ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

[--] Distributions may be made in one lump sum only

[--] Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)

[--] Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:

[--] The maximum length of the installment period shall be: _____ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)

[--] The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.

[--] In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is $_____.

[--] Annuities:

[--] 1. Any form of annuity

[--] 2. Only the following forms of annuity (select one or more):

[--] a. Straight life annuity

[--] b. Life and 5 years certain

[--] c. Life and 10 years certain

[--] d. Life and 15 years certain

[--] e. Life and 20 years certain

[--] f. Straight life with reduction upon receipt of Social Security benefits

[--] g. Joint and 50% survivor annuity

[--] h. Joint and 66 2/3% survivor annuity

[--] i. Joint and 75% survivor annuity

[--] j. Joint and 100% survivor annuity

[--] Annuity options are available only to Participants who have attained age: _____ (specify).

[--] Annuity options are available only to Participants who have completed _____ (specify) Years of Service.

[--] Joint Annuity may be:

[--] Spouse only

[--] No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

[--] Distributions may be made in:

[--] cash only (except for insurance or annuity contracts)

[--] cash or property

SUPERSEDING PROVISIONS ADDENDUM

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:

SUMMARY OF DEFAULT ELECTIONS IN RESTATED ACCG DC ADOPTION AGREEMENT

1. Section 2.17 Eligible Employee; Eligibility of Grant-Funded Employees (p. 2) – The new Adoption Agreement lists "Grant-funded Employees" and allows the Employer to indicate if grant-funded employees are treated differently than other "Eligible Employees Other Than Elected Officials." The default election is to treat grant-funded employees the same as "Eligible Employees Other Than Elected Officials." Please contact ACCG before signing the Adoption Agreement if you wish to change this election.

2. Section 2.17 Eligible Employee; Eligibility of Chief and Assistant Magistrate Judge (p. 3) – The new Adoption Agreement includes an election to include or exclude the Chief Magistrate Judge and any Assistant Magistrate Judge. The default election under the new Adoption Agreement is to include the Chief Magistrate Judge if "Magistrate Judge" is included under the current Adoption Agreement and to exclude the Chief Magistrate Judge if "Magistrate Judge" is excluded under the current Adoption Agreement. The default election under the new Adoption Agreement is to exclude any Assistant Magistrate Judge. Please contact ACCG before signing the Adoption Agreement if you wish to change these elections.

3. Section 2.61 Year of Service; Adjustments to Years of Service for Eligibility (p. 6) – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of eligibility to participate after a Reemployment Commencement Date. The default election under the new Adoption Agreement is to include such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.

4. Section 2.61 Year of Service; Adjustments to Years of Service for Vesting (p. 7) – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of becoming vested in amounts accrued after an Employee's Reemployment Commencement Date. The default election under the new Adoption Agreement is to exclude such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.

5. Section 3.06 Election Not to Participate (p. 9) – The new Adoption Agreement includes an election to allow Eligible Employees to opt out of participating in the Plan. In keeping with the practice of most ACCG DC Program participating employers, the default election is not to allow Eligible Employees to opt out of participating in the Plan, (i.e., participation is automatic for employees who satisfy the eligibility requirements). Please contact ACCG before signing the Adoption Agreement if you wish to change this election.

6. Section 6.04 In-Service Withdrawals (p. 14) – The new Adoption Agreement includes an election to permit in-service withdrawals from the Plan. The default election is to permit in-service withdrawals only for Rollover Accounts and Active Military Distributions, (i.e., no other withdrawals permitted until Severance from Employment). If other in-service withdrawals are to be permitted, the Employer must specify the conditions for such withdrawal in the Adoption Agreement. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.

7. Section 7.01 Death Benefits (p. 15) – The new Adoption Agreement includes an election with respect to death benefit payment forms. The default election is to allow death benefits to be paid in any form permitted under the Plan for Participants. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.

8. Section 8.05 Participant Consent to Distributions (p. 15) – The new Adoption Agreement includes an election to require cash-out of small accounts without the consent of the Participant or Beneficiary. The default election is not to mandate cash-outs of small accounts without the consent of the Participant or Beneficiary. If the Employer elects to require small account cash-outs without consent, the Employer must also elect the small account cash-out limit in Section 8.05 of the Adoption Agreement.

ACCG Retirement Services

DATE: March 18, 2022

TO: Effingham County, a Participating Employer in the ACCG Defined Contribution Plan

RE: **Action Required by March 31, 2022,** to Restate Your ACCG Defined Contribution Plan

We are writing to inform you that your jurisdiction needs to restate your ACCG 401(a) Defined Contribution Plan ("DC Plan" or "Plan") by March 31, 2022. The restatement incorporates changes to the Plan that must be made to reflect changes in the law and to protect the Plan's tax-qualified status under the Internal Revenue Code. The restatement also incorporates any amendments to the Plan that have been approved by your jurisdiction and by ACCG since the last Plan restatement.

ACCG has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and the accompanying amended and restated Adoption Agreement. The effective date of the amended and restated DC Plan will be January 1, 2022. Below is a more detailed description of the steps you will need to take to complete the restatement process:

1. Keep the Amended and Restated ACCG 401(a) DC Plan Document and IRS Letter for Your Files

Copies of the amended and restated ACCG 401(a) Defined Contribution Plan Document ("Governmental 401(a) Defined Contribution Plan ACCG Basic Plan Document No. 1") and the IRS's advisory opinion on the document are included with this notice. Please keep a copy of both documents for your files. It is not necessary for you to execute the Plan Document.

2. Review Elections Included in Amended and Restated Adoption Agreement

A copy of the amended and restated DC Plan Adoption Agreement is included with this notice. The numbered sections of the new Adoption Agreement correspond with the numbered sections of the new Plan Document. The new Adoption Agreement has been completed to reflect your current Plan elections except as otherwise noted below with respect to certain default elections. Please review the new Adoption Agreement carefully to make sure that the checked boxes and other provisions accurately reflect the current terms of your Plan, including any amendments you may have previously made.

Some new elections have been added to the Adoption Agreement to reflect changes in the law or administrative requirements. Your new Adoption Agreement has been completed to reflect suggested default elections in connection with these items. Included with this notice is a list highlighting some of these default elections. **Please contact your ACCG Regional Client Manager *before the Adoption Agreement is adopted and executed* if you need ACCG to check a different box or otherwise make a change to any of the elections shown in the new Adoption Agreement. ACCG must be informed in writing of any changes you wish to make.** Each jurisdiction should review the amended and restated DC Plan with its legal counsel to ensure that the new Adoption Agreement has been properly completed before it is adopted and executed.

191 Peachtree Street NE, Suite 700
Atlanta, GA 30303
p 770.952.5225
t 800.736.7166
f 770.563.9356
ACCGretirement.org

At the back of the new Adoption Agreement you will see an Additional Provisions Addendum and a Superseding Provisions Addendum. If your current DC Plan Adoption Agreement includes certain "other" box provisions that will not fit within the new Adoption Agreement, they appear in the Additional Provisions Addendum or in the Superseding Provisions Addendum. Please note the IRS determination letter received for the amended and restated DC Plan does not extend to provisions included in the Superseding Provisions Addendum. The Superseding Provisions Addendum includes more information on the IRS's position on Superseding Provisions. If this affects your jurisdiction, please consult with your ACCG representative if you have questions.

3. Adopt Resolution to Approve Amended and Restated DC Plan, Execute Adoption Agreement

When you have reviewed the new Adoption Agreement and are satisfied that it has been properly completed, please have your jurisdiction's governing authority adopt the new Adoption Agreement. We have included a draft resolution with this notice that you may use for this purpose in consultation with your legal counsel.

Once the resolution has been adopted, please have the authorized individual, i.e., the individual authorized by the resolution to sign the document, sign and date the Adoption Agreement on behalf of the jurisdiction in the signature block on the last page of the Adoption Agreement, just before the Prior Service Addendum. In most cases the signature block appears on page 18 of the Adoption Agreement.

4. Return Copy of Executed Resolution and Adoption Agreement to ACCG

After the resolution and Adoption Agreement have been executed on behalf of the jurisdiction, please scan and return a copy of both executed documents to your ACCG Regional Client Manager via email.

Thank you for your attention to the above. Please contact me at 404.401.0692 or via email at khodges@accg.org if you have any questions or need further information about the DC Plan restatement or ACCG Retirement Services.

Sincerely,

R. Kale Hodges
Retirement Services Director
ACCG Retirement Services

GOVERNMENTAL
401(a) DEFINED CONTRIBUTION PLAN
ACCG BASIC PLAN DOCUMENT No. 1

401(a) DEFINED CONTRIBUTION PROGRAM

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ARTICLE I: PURPOSE AND ADOPTION

This preapproved plan consists of two parts: (1) an Adoption Agreement that is a separate document and (2) a preapproved ACCG Basic Plan Document. Each part contains substantive provisions that are integral to the operation of the Plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The ACCG Basic Plan Document describes the standard provisions elected in the Adoption Agreement.

The Adoption Agreement is completed by the adopting Employer. Provisions appearing on the Additional Provisions Addendum of the Adoption Agreement, if present, supplement or alter provisions appearing in the Adoption Agreement and the ACCG Basic Plan Document in the manner described within that Addendum. Provisions appearing on the Plan Superseding Provisions Addendum of the Adoption Agreement, if present, supersede any conflicting provisions appearing in the Adoption Agreement, the ACCG Basic Plan Document or any addendum to either in the manner described therein. This Plan is intended to be a profit sharing plan that meets the applicable requirements of Sections 401(a), and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by meeting the requirements for governmental plans under Code Section 414(d) and 414(h). The Basic Plan Document and Adoption Agreement are for adoption only governmental Employers, as defined under Code Section 414(d). No Employer may adopt this Plan without the consent of the Association County Commissioners of Georgia (ACCG).

ARTICLE II: DEFINITIONS

For purposes of the Plan, the following terms, when used with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context.

2.01 Account

Account means the amount of money or other property set aside for the Participant in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Third Party Service Provider may establish and maintain separate subaccounts for each such individual. "Account" shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

2.02 Active Participant

Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since his Employment or Reemployment Commencement Date.

2.03 Adoption Agreement

Adoption Agreement means the document executed by each Employer adopting this Plan. The terms of the Plan and Trust, as modified by the terms of an adopting Employer's Adoption Agreement shall constitute a separate Plan to be construed as a single Plan.

2.04 Affiliate

Affiliate means the Employer and any company, person or organization which is a member of the same controlled group of corporations [within the meaning of Code Section 14(b)] as the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code Section 414(c)] the Employer; is a member of an affiliated service group [as defined in Code Section 414(m)] which includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code Section 414(o). Solely for purposes of Code Section 415 and Section 5.03 of the Plan, the term "Affiliate" as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase "more than 50 percent" were substituted for the phrase "at least 80 percent" in each place the latter phrase appears in Code Section 1563(a)(1).

2.05 Annual Addition

Annual Addition means the sum of the amounts described in Section 5.03(c).

2.06 Beneficiary

Beneficiary means the person(s) designated by a Participant who is or may become entitled to a death benefit under the Plan. Beneficiary designations shall be made in accordance with Section 7.03 of the Plan.

2.07 Break in Service

Break in Service means, with respect to an Eligible Employee, any consecutive twelve (12) month period during which such Eligible Employee fails to complete more than five hundred (500) Hours of Service with the Employer. Unless otherwise elected by the Employer in Section 2.61 of its Adoption Agreement, the consecutive twelve (12) month period shall be measured from the Employment or Reemployment Commencement Date and each anniversary thereof.

If an individual is absent from work because of Maternity or Paternity Leave on the first anniversary of his or her Severance Date, the 12-consecutive month period beginning on that individual's Severance Date shall not constitute a Break in Service.

For a Leave of Absence due to Military Leave under USERRA and FMLA Leave under the Family and Medical Leave Act of 1993, a Break in Service shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

For purposes of determining whether an Eligible Employee has incurred a Break in Service, an Eligible Employee absent from work due to a Maternity or Paternity Leave shall be credited with the greater of (a) the number of Hours of Service actually worked or (b)(i) the number of Hours of Service he normally would have been credited but for the Maternity or Paternity Leave, or (ii) if the Employer is unable to determine the hours described in clause (b)(i) hereof, eight (8) Hours of Service for each day of absence included in the Maternity or Paternity Leave; provided, the maximum number of Hours of Service credited for purposes of clause (b) shall not exceed five hundred and one (501) hours. Hours of Service credited shall be applied only to the year in which the Maternity or Paternity Leave

begins unless such Hours of Service are not required to prevent the Eligible Employee from incurring a Break in Service, in which event such Hours of Service shall be credited to the Eligible Employee in the immediately following year. No Hour of Service shall be credited under clause (b) due to Maternity or Paternity Leave as described in this Section unless the Eligible Employee furnishes proof satisfactory to the Employer (i) that his absence from work was due to a Maternity or Paternity Leave, and (ii) of the number of days he was absent due to the Maternity or Paternity Leave. The Employer shall prescribe uniform and nondiscriminatory procedures by which to make the above determinations.

2.08 Code

Code means the Internal Revenue Code of 1986, as amended, and any succeeding federal tax provisions.

2.09 Compensation

(a) General Definition. Compensation means, except as otherwise provided in the Employer's Adoption Agreement, the total of all payments, direct or indirect, made by the Employer to a Participant for services rendered to the Employer, as defined in Code Section 3401(a) for purposes of income tax withholding at the source and as required to be reported to the Employee by the Employer under Code Section 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under Code Sections 125, 132(f), 402(e)(3), 402(h)(1)(B), 402(k), 457(b) or 414(h), on behalf of the Participant.

(b) Determination Period. Except as provided elsewhere in this Plan, Compensation shall include only that Compensation that is actually paid to the Participant during the determination period, and the determination period shall be elected by the Employer in its Adoption Agreement. If the Employer makes no election, the determination period shall be the Plan Year. For Employees whose date of hire is less than 12 months before the end of the 12-month period designated by the Employer in its Adoption Agreement, Compensation will be determined over the Plan Year.

(c) Severance Payments. Compensation shall include payments made after Severance from Employment if the payments are for regular compensation for service during the Employee's regular working hours or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to the Employee's Severance Date if the Employee had continued in employment with the Employer, provided such amounts are paid within the post-severance period as defined below.

Compensation may include payment for unused leave (i.e. unused accrued bona fide sick, vacation, or other leave) that is paid within the post-severance period as defined below, but only if the Employee would have been able to use the leave if employment

had continued and only if inclusion of unused leave is included in Years of Service as elected by the Employer in Section 2.61 of its Adoption Agreement.

For purposes of this Section the "post-severance period" begins on the date the Employee has a Severance from Employment and ends on the later of (i) 2 ½ months after Severance from Employment or (ii) the end of the Limitation Year that includes the date of the Employee's Severance from Employment.

(d) Differential Wage Payments. Compensation shall also include Differential Wage Payments if so elected by the Employer under Section 4.07 of its Adoption Agreement.

(e) State Pension Plans. Compensation shall exclude that portion of an Employee's Compensation defined by O.C.G.A. 47-23-100, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto, which definition is used for purposes of participation in a State pension plan under O.C.G.A. 47-23.

(f) Leave of Absence. Compensation for purposes of Qualified Military Service and USERRA is defined in Section 4.07(d) of the Plan.

(g) Section 415 Compensation. Compensation for purposes of Code Section 415 is defined in Section 5.03(e) of the Plan.

(h) Short Plan Years. If the initial Plan Year of a new Plan consists of fewer than 12 months, calculated from the Original Effective Date through the end of such initial Plan Year, Compensation shall be determined from such Original Effective Date through the end of the initial Plan Year unless otherwise provided in the Employer's Adoption Agreement.

(i) Leased Employees. If a Leased Employee is treated as an Employee and is eligible to participate in this Plan, Compensation for such Leased Employee shall include compensation from the leasing organization which is attributable to services performed by the Leased Employee for the Employer. If a Leased Employee is covered by a "safe harbor leasing plan" sponsored by the leasing organization, any allocation otherwise due to such Leased Employee under this Plan shall be reduced by the Leased Employee's allocations under the leasing organization's plan to the extent that such allocations are attributable to services performed for the Employer.

(j) Code Section 401(a)(17) Limits. Notwithstanding the foregoing, in no event shall Compensation taken into account under the Plan for any 12-month determination period exceed the annual Compensation Limit under Code Section 401(a)(17)(B) as in effect on the first day of the determination period. The "determination period" means the Plan Year or other 12-consecutive month period (i.e. the Limitation Year.) If Compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period. The annual Compensation limit under Code Section 401(a)(17) shall be adjusted by the Secretary of the Treasury to reflect increases in the cost of living as provided in Code Section 401(a)(17)(B) provided that the dollar increase in effect on January 1 of any calendar year is effective for the

determination period beginning in such calendar year. Compensation determined over a period of less than 12-consecutive months shall be prorated. Any adjustment in the limit under Code Section 401(a)(17) shall continue to be incorporated by reference.

The Code Section 401(a)(17) limits in this Section shall not apply to an individual who first became a Participant in the Plan prior to the first day of the first Plan Year beginning after the earlier of (a) the last day of the Plan Year by which a Plan amendment to reflect the amendments made by Section 13212 of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) was both adopted and effective; or (b) December 31, 1995, to the extent the application of the limitation would reduce the amount of Compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

2.10 Contributions

Contributions mean, individually or collectively, the Mandatory Employee, Employee After-Tax, Employer Basic, Employer Discretionary, Employer Matching, and Rollover Contributions as required by the selections made by the Employer under Article IV of its Adoption Agreement.

2.11 Disabled or Disability

Disabled or Disability means a disability of a Participant within the meaning of Code Section 72(m)(7) to the extent that the Participant is, or would be, entitled to disability retirement benefits under Title II of the Federal Social Security Act, or such other definition as specified in the Employer's Adoption Agreement. The Plan Administrator may, after receiving notice of a Disability, arrange to have the Participant examined by a medical practitioner of the Plan Administrator's choosing as often as the Plan Administrator determines necessary or desirable to confirm continuation of the Participant's Disability, until all benefits have been paid to the Participant, but not to exceed more than once annually and not if it would violate the requirements of the Americans with Disabilities Act. In the case of a Plan restatement, a Participant who was previously determined to have been Disabled prior to the earlier of the date of execution or the effective date of the restatement shall continue to be disabled in accordance with and subject to the provisions of the Plan prior to the restatement.

2.12 Differential Wage Payments

Differential Wage Payments mean any payments that are made by the Employer to an individual with respect to any period during which the individual is performing Qualified Military Service (as defined in Sections 2.47 and 4.07 hereof) while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer.

2.13 Distributee

Distributee means a Participant or former Participant, the Participant's or former Participant's Surviving Spouse and the Participant's or former Participant's Spouse or former

Spouse who is the alternate payee under a qualified domestic relations order (if domestic relations order are recognized under the Plan) who is entitled to receive a distribution from the Participant's vested Account. The term Distributee shall also include a Designated Beneficiary (as defined in Code Section 401(a)(9)(E)) of a Participant who is not the Surviving Spouse of the Participant, in which case the distribution can only be transferred to a traditional IRA or Roth IRA established on behalf of the nonspouse Designated Beneficiary for the purpose of receiving such distribution.

2.14 Effective Date

Effective Date means the date specified in the Employer's Adoption Agreement. The "Original Effective Date" means the date the Plan was initially adopted by the Employer.

2.15 Elapsed Time Method

Elapsed Time Method means the method of computing a Year of Service by reference to the total time (years, months and days) that elapses between the Employee's Employment Commencement Date or Reemployment Commencement Date and the Employee's Severance Date. The total time need not be consecutive.

2.16 Eligibility Computation Period

Eligibility Computation Period means each 12-consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof, unless otherwise elected by the Employer in its Adoption Agreement.

2.17 Eligible Employee

Eligible Employee means any Employee of the Employer who is eligible to participate in the Plan, as specified in the Employer's Adoption Agreement. Eligible Employee shall exclude the following, unless otherwise elected by the Employer in its Adoption Agreement:

(a) Any individual employed by a local elected official who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee's Retirement System of Georgia) and who elects to participate in such State-sponsored plan. This exclusion does not apply to non-Employer plans including plans established for peace officers and firefighters and the Georgia National Guard.

(b) Tax Commissioners, tax collectors, and tax receivers and employees in their offices who first or again take office or become employed on or after July 1, 2012, if such individuals participate in the Employee's Retirement System of Georgia, by resolution of the Employer.

(c) Juvenile court judges as defined in O.C.G.A. 47-23-1(13), as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto.

(d) Nonresident aliens who do not receive any earned income from the Employer which constitutes United States sourced income are automatically excluded unless their inclusion is elected by the Employer in its Adoption Agreement.

(e) Any individual who is a public employee on July 1, 1985; has not, on or after such date, ceased to be a public employee; commits a public employment related crime on or after July 1, 1985, in his or her capacity as a public employee; and is convicted for the commission of such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms "conviction," "final conviction," "public employee," and "public employment related crime" of this Section 2.17(e) shall have the meaning assigned to such terms under O.C.G.A. Section 47-1-20, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(e) is to reflect the requirement of O.C.G.A. Section 47-1-21.

(f) Any individual who first or again becomes a public employee after July 1, 1990, but commits a drug-related crime and is convicted for such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms in this Section 2.17(f) shall have the meaning applicable to such terms under O.C.G.A. Section 47-1-22.1, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(f) is to reflect the requirement of O.C.G.A. Section 47-1-22.1.

(g) Any other individual employed by the Employer who is not designated as an Eligible Employee in the Employer's Adoption Agreement, or who is specifically excluded as an Eligible Employee in the Employer's Adoption Agreement.

2.18 Eligible Retirement Plan

Eligible Retirement Plan means a plan which is a defined contribution plan or deferred compensation plan, the terms of which permit the acceptance of rollover distributions and which is either: (a) a traditional individual retirement account described in Code Section 408(a), (b) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (c) a qualified trust described in Code Section 401(a) and exempt from taxation under Code Section 501(a), (d) an annuity plan described in Code Section 403(a), (e) an annuity contract described in Code Section 403(b), (f) an eligible plan under Code Section 457(b) which is maintained by a state or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (g) a Roth individual retirement account described in Code Section 408A. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA for such individual. Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

2.19 Eligible Rollover Distribution

Eligible Rollover Distribution means any distribution to an Eligible Employee or his Surviving Spouse of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account); provided an Employee's "Eligible Rollover Distribution" shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life (or life expectancy) of the Employee or the joint lives (or joint life expectancies of the Employee and his Beneficiary, or (ii) for a specified period of 10 years or more, and (b) any distribution to the extent such distribution is required under Code Section 401(a)(9). The portion of a distribution that consists of after-tax employee contributions that are not includible in gross income may be transferred only to a traditional individual retirement account or annuity described in Code Section 408(a) or a Roth individual retirement account or annuity described in Code Section 408A (b) or to a qualified defined contribution plan or an annuity contract described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred. Effective for distributions made on and after January 1, 2007, after-tax amounts may also be transferred to an annuity contract described in Code Section 403(b) that agrees to the separate accounting rules described above. Effective January 1, 2010, Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary. An Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary.

2.20 Employee

Employee means a common law employee employed by the Employer (including elected or appointed officials). Employee shall include employees of the State of Georgia who are specifically permitted to participate in local governmental plans under Georgia law. Employee shall include Leased Employees unless Leased Employees constitute 20 percent or less of the Employer's non-highly compensated work force within the meaning of Code Section 414(n)(5)(C)(ii). In that case, the term "Employee" shall not include those Leased Employees covered by a money purchase plan maintained by the leasing company that provides for (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, (ii) full and immediate vesting and (iii) immediate participation by each employee of the leasing company, as described in Code Section 414(n)(5)(B).

Employee shall exclude any individual classified by the Employer as an independent contractor even if such independent contractor is later determined to be a common law employee of the Employer.

Effective for Plan Years beginning in 2009 and thereafter an individual who otherwise satisfies the requirements of this Section and who is not otherwise in an excludable category but who is not currently providing services to the Employer due solely to Qualified Military Service and who is receiving Differential Wage Payments, shall be treated as an Employee.

2.21 Employee Contributions

Employee Contributions mean Mandatory Employee Contributions and Employee After-Tax Contributions.

2.22 Employee After-Tax Contributions

Employee After-Tax Contributions mean the Contributions made by the Employee on an after-tax basis under the terms of the Plan pursuant to Section 4.01, if so elected by the Employer in its Adoption Agreement.

2.23 Employer

Employer means each county, municipality, authority or other governmental entity adopting this Plan, and any Affiliate that is a governmental entity that affirmatively elects to adopt this Plan for the benefit of its employees.

2.24 Employer Basic Contributions

Employer Basic Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(a), if so elected by the Employer it its Adoption Agreement.

2.25 Employer Discretionary Contributions

Employer Discretionary Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(b), if so elected by the Employer in its Adoption Agreement and as so determined by the Employer in its sole discretion.

2.26 Employer Matching Contributions

Employer Matching Contributions mean the Contributions made by the Employer that match some or all of the Employee's salary deferral contributions to a Code Section 457(b) Plan sponsored by the Employer, pursuant to Section 4.03 of the Plan, if so elected by the Employer in its Adoption Agreement.

2.27 Employment Commencement Date

Employment Commencement Date means the date on which the Employee first performs an Hour of Service for the Employer or Affiliate.

2.28 Entry Date

Entry Date means the date designated in the Employer's Adoption Agreement that the Eligible Employee shall begin participating in the Plan. The Employer may specify different Entry Dates for purposes of Employee Contributions and eligibility for Employer Basic, Discretionary and Matching Contributions.

2.29 Forfeiture

Forfeiture means, for any Plan Year, the dollar amount of Participant's Account (or portion thereof) that is not 100% vested and is forfeited in accordance with Section 6.03. Forfeitures may be used to reduce Restoration Contributions, pay Plan expenses or reduce future Employer Contributions, if any, as determined by the Employer.

2.30 Hour of Service

Hour of Service means the increments of time described in sections (a), (b), and (c) hereof (as applicable) subject to any limitations set forth herein:

(a) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties during the Plan Year. The Plan Administrator shall credit Hours of Service under this paragraph (a) to the Employees for the Plan Year in which the Employee performs the duties, irrespective of when paid;

(b) Each hour for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan Administrator shall credit Hours of Service under this paragraph (b) to the Employee for the Plan Year(s) to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made; and

(c) Each hour for which the Employer, either directly or indirectly, pays an Employee (including payments made or due from a trust or insurer to which the Employer Contributes or pays premiums), or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a Plan Year, such as Leave of Absence, vacation, holiday, sick leave, illness, incapacity (including Disability), layoff, jury duty, or military duty, provided:

(i) An Employer shall not credit more than five hundred one (501) Hours of Service under this paragraph (c) to an Employee on account of any single continuous period during which the Employee does not perform any duties as an Employee (whether or nor such period occurs during a single Plan Year) unless the Employee performs no duties due to Qualified Military Service and returns to employment with the Employer during the period that his employment rights are protected under Federal law;

(ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which he performs no duties as an Employee shall not be credited as an Hour of Service if such payment is made or due under a plan maintained solely to comply with applicable workers' compensation, unemployment compensation, or disability insurance laws;

(iii) Hours of Service shall not be credited to an Employee for a payment that solely reimburses such Employee for medical or medically related expenses incurred by him; and

(d) Each hour for which the Employee is required to be credited leave under Code Section 414(u) relating to USERRA.

(e) An Employer shall not credit an Hour of Service under more than one (1) of the above paragraphs (a), (b), or (c). If the service counted under this Section can be counted under more than one of these paragraphs, the rule crediting the greatest number of Hours of Service shall apply. The Employer shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

(f) The Employer shall credit Hours of Service in accordance with Department of Labor Regulation Section 2530.200b-2(b) and (c), 29 CFR Part 2530, as amended, which the Plan, by this reference, specifically incorporates in full, or such other federal regulations as may from time to time be applicable.

(g) If the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee, 190 Hours of Service will be credited to the Employee for each month worked, unless the Employer has elected to credit Hours of Service in accordance with one of the other equivalencies set forth in paragraph (e) of Department of Labor Regulation Section 2530.200b-3.

2.31 Hours of Service Method

Hours of Service Method means a method for computing Service by reference to the number of Hours of Service performed by the Employee in a twelve (12) consecutive month period or any permitted equivalency. Unless otherwise provided in the Employer's Adoption Agreement, the Hours of Service Method shall require 1000 Hours of Service to earn one (1) Year of Service. Any computations or calculations using the Hours of Service Method shall be made on the anniversary date of the Eligible Employee's Employment or Reemployment Commencement Date unless another Eligibility Computation Period is elected by the Employer under Section 2.16 of the Adoption Agreement and Section 2.61 of the Adoption agreement (for vesting).

2.32 Inactive Participant

Inactive Participant means a Participant who has a Severance from Employment with the Employer but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

2.33 Investment Fund or Funds

Investment Fund or Funds means the investment options available for investment of assets of the Plan and agreed to by the Trustee.

2.34 Leased Employee

Leased Employee means any person who is not an Employee of the Employer but provides services to the Employer pursuant to an agreement between the Employer and any other person (the "leasing organization") on a substantially full time basis for a least one year and under the primary direction or control of the Employer all in accordance with Code Section 414(n) and the regulations thereunder. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer.

2.35 Leave of Absence

Leave of Absence means a paid or unpaid excused leave of absence granted to an Employee by the Employer in accordance with applicable federal and state law or the Employer's personnel policies. Leave of Absence shall include the following:

(a) Military Leave. Employees who leave the service of the Employer, voluntarily or involuntarily to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment rights under USERRA; and (ii) the Employee applies for and reenters service with the Employer within the time, in the manner and under the conditions prescribed by USERRA or any other similar and applicable law; and

(b) FMLA Leave. Employees who leave the service of the Employer under the provisions of the Family and Medical Leave Act of 1993(FMLA) provided that the Employee returns to active employment within the time required under the FMLA.

(c) Other Leave. Employees who leave the service of the Employer under such other circumstances as the Employer shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

2.36 Limitation Year

Limitation Year means the Plan Year, which shall be the limitation year for purposes of Code Section 415 and the regulations promulgated thereunder, unless the Employer elects a different Limitation Year in its Adoption Agreement.

2.37 Mandatory Employee Contributions

Mandatory Employee Contributions mean the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Section 4.01(a) and Code Section 414(h), if so elected by the Employer in its Adoption Agreement.

2.38 Maternity or Paternity Leave

Maternity or Paternity Leave means any period during which an Employee is absent from work as an Employee of the Employer or an Affiliate by reason of (a) pregnancy of such Employee; (b) the birth of a child of such Employee; (c) the placement of a child with such Employee in connection with the adoption of such child by such Employee; or (d) caring for a child immediately after the birth or placement of such child.

2.39 Normal Retirement Age

Normal Retirement Age means the age or combination of age plus service as specified in the Employer's Adoption Agreement.

2.40 Normal Retirement Date

Normal Retirement Date means the first day of the month coincident with or next following the date a Participant attains Normal Retirement Age.

2.41 Participant

Participant means any Eligible Employee who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. "Participant" shall include Active Participants and Inactive Participants who have an Account under the Plan.

2.42 Period of Service

Period of Service means, under the Elapsed Time Method of determining Service, the aggregate of all service performed by the Employee for the Employer and all Affiliates commencing with the Employee's Employment Commencement Date and ending with the Employee's Severance Date.

2.43 Period of Severance

Period of Severance means, under the Elapsed Time Method of determining Service, a continuous period of time during which the Employee is not employed by the Employer or an Affiliate. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the Employee was first absent from service. A one-year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which the Employee is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as required by law or as set forth in the Plan.

(a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period ending on the first anniversary of the first date of such absence, shall not constitute a Period of Severance.

(b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted Maternity or Paternity Leave under such Act.

(c) Military Leave. For a Leave of Absence due to Military Leave under USERRA a Period of Severance shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

2.44 Plan

Plan means the ACCG 401(a) Defined Contribution Plan as set forth herein and in the accompanying Adoption Agreement and all amendments thereto. The Employer shall designate the name of the Plan in the Adoption Agreement. The Plan shall be administered and maintained as a separate and independent Plan for each adopting Employer. The Plan is intended to be a profit sharing plan qualified under the applicable provisions of Code Section 401(a), as applied to governmental plans.

2.45 Plan Administrator

Plan Administrator means the Employer or the individuals designated by the Employer as defined in Code Section 414(g), to provide directions to the Third Party Service Provider. Such designation must be made in a manner specified by the Third Party Service Provider.

2.46 Plan Year

Plan Year means the calendar year.

2.47 Qualified Military Service

Qualified Military Service means Military Service during which the Eligible Employee is entitled to reemployment rights under Chapter 43 Title 38 of the United State Code. "Military Service" means the period of an Eligible Employee's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

2.48 Reemployment Commencement Date

Reemployment Commencement Date means the date on which the Employee first performs an Hour of Service following a Severance from Employment.

2.49 Restoration Contributions

Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.06.

2.50 Rollover Contribution

Rollover Contribution means the amount contributed to the Plan by an Eligible Employee (and received and accepted by the Third Party Service Provider) as an Eligible Rollover Distribution as defined herein and in Code Section 402. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Third Party Service Provider is permitted under the Code (including the regulations and rulings promulgated thereunder).

2.51 Service

Service means the period of time the Employee is employed by the Employer and all Affiliates. If the Employer maintains the plan of a predecessor employer, service with such predecessor employer will be treated as Service for the Employer.

2.52 Severance from Employment

Severance from Employment means the date the Employee ceases to be an Employee of the Employer or an Affiliate and permanently severs from employment with the Employer due to retirement, death, or other severance as provided in rules and regulations issued by the Internal Revenue Service under Code Section 401(k).

2.53 Severance Date

Severance Date means the earlier of the date the Employee (a) has a Severance from Employment with the Employer and any Affiliate or (b) the first anniversary of the first day of absence for any other reason or the second anniversary of the first day of absence due to Maternity or Paternity Leave. If an individual terminates or is absent from employment with the Employer because of military duty, such individual shall not incur a Severance Date if his employment rights are protected under Federal law and he returns to employment with the Employer within the period during which he retains such employment rights, but if he does not return to such employment within such period his Severance Date shall be the earlier of (1) the first anniversary of the date his absence commenced, or (2) the last day of the period during which he retains such employment rights.

2.54 Spouse or Surviving Spouse

Spouse or Surviving Spouse means the person to whom an individual is lawfully married for purposes of federal income taxes. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death.

2.55 Third Party Service Provider

Third Party Service Provider means the Association County Commissioners of Georgia or its designee.

2.56 Trust Fund

Trust Fund means the total amount of cash and other property held by the Defined Contribution Plan Program Board of Trustees (or its nominee) at any time under the separate Trust Agreement.

2.57 Trustee(s)

Trustee(s) means the Defined Contribution Plan Program Board of Trustees and the individual members thereof as appointed by the Board of Managers of the Association County Commissioners of Georgia.

2.58 Trust(s) or Trust Agreement

Trust(s) or Trust Agreement means the separate agreement between Association County Commissioners of Georgia and the Defined Contribution Plan Program Board of Trustees governing the creation of the Trust Fund. The provisions of this Plan shall override any conflicting provisions contained in the Trust Agreement. The terms of the Trust Agreement are not incorporated into this Plan document, and its provisions have not been reviewed or approved by the Internal Revenue Service.

2.59 USERRA

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994.

2.60 Valuation Date

Valuation Date means each business day or such other date as specified and communicated by the Third Party Service Provider.

2.61 Year of Service

Year of Service means the computation period used to determine a Participant's eligibility to participate in the Plan and for purposes of determining the Participant's vested interest in his or her Account, using the method as set forth in the Employer's Adoption Agreement.

ARTICLE III: PARTICIPATION AND SERVICE

3.01 Participation Eligibility

Each Eligible Employee shall become a Participant in this Plan effective upon the first Entry Date (if actively employed on that date) coincident with or immediately following the date on which he meets the eligibility conditions selected by the Employer in its Adoption Agreement. The initial Eligibility Computation Period shall be 12-consecutive month period beginning on the Employee's Employment Commencement Date. The succeeding 12-consecutive month periods shall commence on each anniversary of the Employee's Employment Commencement Date, unless the Employer elects to convert to the Plan Year under Section 2.16 of its Adoption Agreement. If the Employer elects to convert the Eligibility Computation Period to the Plan Year, the succeeding 12-consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date regardless of whether the Employee is entitled to be credited with a Year of Service during the initial Eligibility Computation Period. An Employee who has earned a Year of Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date, will be credited with two Years of Service for purposes of eligibility to participate.

Each Eligible Employee who was an Active Participant in the Plan on the day before the Effective Date of any Plan restatement or Plan amendment, shall continue as a Participant in the Plan, except as otherwise specifically provided therein.

3.02 Participation Upon Reemployment

Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:

(a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on his Reemployment Commencement Date.

(b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the later of the date he would have entered the Plan had he not had a Severance from Employment or the Plan Entry Date immediately following his Reemployment Commencement Date.

(c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he shall receive all previous Years of Service and shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan's eligibility conditions.

(d) Such other conditions shall apply as specified in the Additional Provisions Addendum to the Adoption Agreement.

3.03 Transfers

If a Participant transfers to employment with any other Affiliate that has not adopted the Plan or another position with the Employer and is no longer an Eligible Employee, his participation under the Plan shall be suspended but he shall not be considered terminated from employment with the Employer. During the period of the Participant's employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.02(d); (b) he shall continue to vest in any Employer Contributions; (c) his Employer Account shall receive no Employer Contributions; (d) he shall make no Employee Contributions to the Plan during that time; (e) he shall not be eligible to receive a distribution from the Plan that is only permitted after Severance from Employment; and (f) the applicable provisions of Articles V, VI and VII shall continue to apply.

If an Employee who is not an Eligible Employee becomes an Eligible Employee, such Eligible Employee shall become a Participant immediately upon his transfer if such Eligible Employee has already satisfied the eligibility requirements and would have otherwise previously become a Participant. Wages and other payments made to an Employee before becoming an Eligible Employee for services other than those as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contribution to such Eligible Employee's Account under the Plan.

3.04 Omission of Eligible Employee

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is omitted erroneously and discovery of such omission is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall make a subsequent Contribution with respect to the omitted Eligible Employee in the amount which the Employer would have contributed with respect to the Eligible Employee had he not been omitted, in accordance with the Employee Plans Compliance Resolution System.

3.05 Inclusion of Ineligible Employee

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the Employer Contributions made with respect to the ineligible person, in accordance with the Employee Plans Compliance Resolution System. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made and shall be used to reduce Plan expenses or the subsequent Employer Contributions due under the Plan as determined by the Employer. Any Employee Contributions shall be returned to the Employee.

3.06 Election Not to Participate

The Employer may elect under its Adoption Agreement to allow Employees to elect out of participating in the Plan. Any such election shall be made on a one time only basis and shall be irrevocable.

If the Employer has elected to require Mandatory Employee Contributions under the Plan, as provided in Section 4.01 (a), the election out of participating must be made prior to the date the Employee first becomes eligible for any qualified retirement plan sponsored by the Employer. If an election out of the Plan is permitted, the Employee may elect out of the Plan by executing a form as provided by the Plan Administrator or the Third Party Service Provider.

ARTICLE IV: CONTRIBUTIONS

4.01 Employee Contributions

(a) Mandatory Employee Contributions. If required by the Employer in its Adoption Agreement, there shall be deducted from the Compensation paid by the Employer to each Eligible Employee who becomes a Participant in the Plan, a Mandatory Employee Contribution equal to the percentage of Compensation as designated by the Employer in its Adoption Agreement. The Employer shall contribute to the Plan, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such Contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such Contributions shall be made pursuant to Code Section 414(h) and shall be treated as Employer Contributions in determining their federal income tax treatment under the Code, but shall be treated as Employee Contributions for other purposes under the Plan. Such Contributions also shall comply with the provisions of Revenue Ruling 2006-43.

(b) Employee After-Tax Contributions. If permitted by the Employer in its Adoption Agreement, Participants may contribute to the Plan on an after-tax basis. The Employer may provide in its Adoption Agreement, a limit on the percentage of Compensation a Participant may contribute annually to the Plan as After-Tax Contributions.

4.02 Employer Basic and Discretionary Contributions

(a) Basic Contributions. If elected by the Employer in its Adoption Agreement, the Employer shall contribute on behalf of each Participant a percentage of each Participant's Compensation or such other amount as designated in the Employer's Adoption Agreement.

(b) Discretionary Contributions. If elected by the Employer in its Adoption Agreement, the Employer may, but shall not be required to, make a Discretionary Contribution to the Plan for a Plan Year, which shall be allocated to the Participant's Account based

on one or more of the allocation formulas selected in the Adoption Agreement. In any year the Employer decides to make such a Discretionary Contribution, its governing body shall specify by resolution, the total amount of the Contribution and the specific aggregate amounts to be applied to each of the selected allocation formulas.

(c) Allocation Formula. Employer Contributions, if any for a Plan Year, may be fixed in terms of dollars, percentage of Compensation or based on a uniform allocation formula that is age weighted or service weighted. An allocation formula based on age or service must be a uniform points plan where each Employee is given a uniform number of points for age, service and Compensation. Each Participant's allocation shall bear the same relationship to the Employer Contribution as his or her total points bear to all points awarded. A uniform points plan need not grant points for both age and service if points are also granted for units of Compensation. A uniform points plan need not grant points for Compensation if it grants points for both age and service. Each employee must receive the same number of points for each year of age, service and each unit of Compensation. The number of years for which points are granted may be limited.

4.03 Employer Matching Contributions

If elected by the Employer in its Adoption Agreement, Employer Matching Contributions shall be made to the Plan for each Active Participant who is making voluntary employee salary deferral contributions under a Code Section 457(b) eligible deferred compensation plan sponsored by the Employer. The Employer shall make an Employer Matching Contribution of a designated percentage of the salary deferral contribution made by the Participant to such Code Section 457(b) Plan for the period selected by the Employer in the Adoption Agreement. The amount of such Employer Matching Contribution may be designated by the Employer in its Adoption Agreement, or may be discretionary from year to year, as selected by the Employer in its Adoption Agreement. In any year the Employer decides to make a discretionary Employer Matching Contribution, its governing body shall specify by resolution, the amount of such Employer Matching Contribution.

If an Employer Matching Contribution is made based on a salary deferral contribution to a Code Section 457(b) Plan that is later returned to the Participant for any reason, such Employer Matching Contribution shall be forfeited and transferred to the Plan's Forfeiture account.

4.04 Timing of Contribution

The Employer shall pay to the Trust Fund all Contributions no later than the time prescribed by state and federal law.

4.05 Rollovers From Other Plans

(a) Eligible Rollovers. All Participants shall be eligible to transfer an Eligible Rollover Distribution to the Plan if the Third Party Service Provider, in its sole discretion, agrees to accept such transfers and the Employer elects to permit rollovers in its Adoption Agreement. The rollover procedures approved by the Third Party Service Provider shall provide that such a transfer may be made only if the following conditions are met:

(i) the amount is received directly from an Eligible Retirement Plan or the transfer of amounts (other than after-tax employee contributions) occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Eligible Retirement Plan;

(ii) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code Section 402(c)(2);

(iii) the amount is not rolled over from an individual retirement account or annuity described in Code Section 408(a) or (b) (including a Roth IRA under Code Section 408A) to the extent such amount would not otherwise be includible in the Employee's income;

(iv) the Plan will separately account for any rollovers of after-tax amounts.

(b) Rollover Procedures. The Third Party Service Provider shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Third Party Service Provider, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.02(d). Upon Severance from Employment, the total amount of the Employee's Rollover Account shall be distributed in accordance with Article VI.

(c) Eligibility for Rollover. If the Employer so designates in its Adoption Agreement, all Eligible Employees, whether or not Participants in the Plan, may make Eligible Rollovers to the Plan.

4.06 Restoration Contributions

(a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account upon Severance from Employment, receives a distribution of the entire vested portion of his Account (such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.03), and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, that individual may repay the full amount of the distribution to the Plan (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance or

Breaks in Service commencing after the distribution. Upon such repayment, his Account will be credited with (i) all amounts (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

(b) Restoration of Other Forfeitures. If a Participant is not 100% vested in his Account upon Severance from Employment, and has not received a distribution of the entire vested portion of his Account, but has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, his Account shall be credited with all amounts (unadjusted for gains or losses) which were forfeited.

(c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Employer from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) Contributions by the Employer.

(d) Notice of Buy-Back Rights. It shall be the duty of the Plan Administrator to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

4.07 Qualified Military Service

Notwithstanding any provision of the Plan to the contrary, Contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and Code Section 414(u). In addition, the survivors of any Participant who dies on and after January 1, 2007, while performing Qualified Military Service, are entitled to any additional benefits (other than Contributions relating to the period of Qualified Military Service, but including vesting service credit for such period and any ancillary life insurance or other survivors benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. If State law provides a greater protection of retirement benefits for Plan Participants who perform military service, the State law shall prevail. The Plan Administrator shall notify the Third Party Service Provider and the Trustee of any Participant with respect to whom additional contributions will be made because of USERRA requirements.

(a) Reemployment. Plan Participants reemployed in accordance with the requirements of USERRA and Code Section 414(u) shall be treated as not having incurred a Break in Service or Period of Severance under the Plan during such Qualified Military Service. Such periods of Qualified Military Service shall be counted for eligibility and vesting purposes under the Plan.

(i) Employer Contributions. Except as otherwise provided below, the Employer shall make an Employer Contribution on behalf of a Participant who returns to employment with the Employer in accordance with USERRA following a period of Qualified Military Service. Such Employer Contribution shall be made within 90 days after the date the Participant is reemployed by the Employer or when Employer Contributions are normally made for the year in which Qualified Military Service was performed, whichever is later. Such Employer Contribution shall be made for the period of Qualified Military Service based on the actual Employer Contribution made for the Plan Year(s) in which the Participant was in Qualified Military Service.

(ii) Required Employee Contributions. Except as otherwise elected by the Employer in its Adoption Agreement, a Plan Participant must make-up any required Employee Contributions in order to receive Employer Contributions under the Plan for the period of Qualified Military Service. For purposes of this Section 4.07, "Employee Contributions" shall include any salary deferrals under an Employer-sponsored Code Section 457(b) plan, which are required in order to receive Employer Matching Contributions. If the Employer elects in its Adoption Agreement not to require the Participant to make-up Employee Contributions to receive Employer Contributions for the period of Qualified Military Service, the Participant shall be deemed to have made the maximum required Employee Contribution, without any corresponding increase in the Participant's Employee Contribution Account(s).

(iii) Make-up Employee Contributions. A Participant who is required to make-up Employee Contributions in accordance with this Section must do so within the time period that begins on the date of the Employee's Reemployment Commencement Date and ends on the date that is three times the period of Qualified Military Service or five (5) years, or the Participants' Severance from Employment, whichever is earlier. The make-up Employee Contributions shall not be adjusted for earnings. The Participant may make-up all or a portion of any required Employee Contributions and shall receive Employer Contributions that are directly proportionate to the amount of Employee Contributions that are made up. The Employee shall designate the Plan Year to which such Employee Contributions relate. The Employer shall allocate its Employer Contribution based on the Participant's make-up Employee Contribution in the time and manner as such Employer Contributions are made for active Participants

(b) Death During Qualified Military Service

(i) Deemed Return to Employment. If a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day. Such Participant shall receive credit for vesting purposes for the period of Qualified Military Service.

(ii) Employer Contributions. The Employer may, but is not required to make Employer Contributions on behalf of any Participant who dies during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, and Employee Contributions are generally required in order for the Participant to receive an Employer Contribution, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).

(c) Disability During Qualified Military Service. The Employer may, but is not required to credit vesting service to and make Employer Contributions on behalf of any Participant who becomes Disabled during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, the Employer must also credit vesting service for such period. If the Employer elects to make Employer Contributions on behalf of such Participants and Employee Contributions are generally required, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).

(d) Compensation Defined. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).

(e) Code Section 415. Any Contributions made pursuant to this Section are not subject to the limits under Code Section 415 in the Plan Year(s) in which they are made; rather, such Contributions are subject to such limits in the Plan Year(s) to which the Contributions relate.

4.08 Form of Contributions

All Contributions shall be paid to the Trust in the form of cash or cash equivalents.

4.09 Circumstances Permitting Return of Employer Contributions

A Contribution to the Plan and Trust by the Employer that was made by a mistake of fact shall be returned to the Employer. Any such Contribution shall be returned within one year after the mistaken payment of the Contribution. The amount of the Contribution that may be returned to the Employer is the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess Contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

4.10 Trustee-to-Trustee Transfer

A Participant may request a trustee-to-trustee transfer of all or part of the Participant's vested Account balance under this Plan, to a qualified governmental defined benefit plan (as defined under Code Section 414(d)) for the purpose of purchasing permissive past service credit (as defined under Code Section 415(n)(3)(A)) or for purposes of a repayment of Contributions under Code Section 415(k)(3), under the receiving plan. The Plan shall agree to make such a transfer only if (a) the defined benefit plan is sponsored by the same Employer; and (b) both plans provide for such transfer. Such transfer may be made before Severance from Employment.

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.01 Individual Accounts

To the extent appropriate, the Third Party Service Provider shall establish and maintain, on behalf of each Participant or Beneficiary, an Account which shall be divided into segregated subaccounts. The subaccounts may include a Mandatory Employee Contribution, Employee After-Tax Contribution, the Employer Basic Contribution, Employer Discretionary Contribution, Employer Matching Contribution, and Rollover Accounts, and such other subaccounts as the Third Party Service Provider shall deem appropriate or helpful. Each Account shall be credited with Contributions allocated to it and generally shall be credited with earnings and losses on investments derived from the assets of such Accounts. Each Account of a Participant or Beneficiary shall be maintained until the value thereof has been distributed to or on behalf of such person.

5.02 Allocations

The Accounts of Participants, Inactive Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.03, 5.04 and 5.05, in accordance with the following:

(a) Employee Contributions. As of each payroll period for which the Employee Contributions are made, such Employee Contributions shall be allocated and credited directly to such Participant's Employee Contribution Account(s).

(b) Employer Contributions. At least annually, the Employer shall provide the Third Party Service Provider with all information required to make a proper allocation of the Employer Contributions (if any). As soon as practicable after the date of receipt by the Third Party Service Provider of such information, the Third Party Service Provider shall allocate the Employer Contributions (if any) to each Participant's Employer Contribution Accounts (if any) in accordance with Sections 4.02 and 4.03.

(c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Account of the Active Participant, in the amounts held by such Account immediately prior to the earlier distribution to such Participant.

(d) Income. As of each Valuation Date, any earnings or losses (net appreciation or net depreciation) shall be allocated to each Participant's Account. Each segregated Account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

5.03 Code Section 415 Limitations on Contributions

(a) General Limit on Annual Additions

(i) Maximum Permissible Amount for Participants Not Covered by Another Plan.

Notwithstanding any other provision of this Plan, for a Participant who does not participate in, and has never participated in another qualified plan maintained by the Employer, or a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code), or a simplified employee pension (as defined in Section 408(k) of the Code) maintained by the Employer ,which provides an Annual Addition, in no event shall the Annual Addition to a Participant's Account under this Plan, for any Limitation Year, exceed the Maximum Permissible Amount. The Maximum Permissible Amount is the lesser of:

A. The maximum dollar amount permitted under Code Section 415(c)(1)(A) (as adjusted for cost of living by the Secretary of Treasury in accordance with Code Section 415(d)) or

B. 100 percent of such Participant's 415 Compensation for the Limitation Year or

C. Other limitation contained in the Plan.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the dollar limitation specified in (A) above shall be adjusted by multiplying it by a fraction the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

If the Plan is terminated as of a date other than the last day of the Limitation Year the Plan is deemed to have been amended to change its Limitation Year and the Maximum Permissible Amount shall be prorated for the resulting short Limitation Year.

The limitation specified in (B) above shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an Annual Addition under Code Section 419A(d)(2) or 415(l)(1).

(ii) Maximum Permissible Amount for Participants Covered by Another Plan

If the Participant is covered under another defined contribution plan, or a welfare benefit fund, an individual medical account or a simplified employee pension maintained by the Employer, that provides an Annual Addition

during any Limitation Year, the provisions of this subsection 5.03(a)(ii) shall apply. In that case Annual Additions shall not exceed the lesser of;

A. The Maximum Permissible Amount reduced by the Annual Additions to the Participant's account for the same Limitation Year under such other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pension, or

B. Any other limitation contained in the Plan.

If the Annual Additions with respect to a Participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and a contribution that would otherwise be contributed or allocated to the Participant's Account under the Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year shall equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other qualified defined contribution plans, welfare benefit funds, individual medical benefit accounts or simplified employee pension in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under the Plan for the Limitation Year.

As soon as is administratively feasible after the end of the Limitation Year, the amounts referred to in Subsection 5.03(a)(i) shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) Correction of Excess Annual Additions.

If allocations to be credited to the Participant would cause that Participant's Account to exceed the applicable Section 415 limits for a Limitation Year (whether solely under this Plan or through a combination of plans required to be aggregated) allocations shall cease being made to the Plan on behalf of that Participant and no further allocations shall be made to the Plan on behalf of that Participant for that Limitation Year.

If the Annual Additions made on behalf of a Participant exceed the limitations set forth in this Section, the excess amount shall be corrected in accordance with a permissible correction method as set forth in the Employee Plans Compliance Resolution System, or other official Internal Revenue Service correction program.

(c) Annual Additions Defined.

For purposes of this Section, the term "Annual Additions" for any Participant means the sum for any Limitation Year of:

(i) Contributions made by the Employer or an Affiliate on behalf of the Participant;

(ii) Contributions made by the Participant [excluding Rollover Contributions, contributions made under Code Section 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan's restoration of previously forfeited benefits pursuant to Treasury Regulation Sections 1.411(a)-7(d)];

(iii) Forfeitures allocated to the Participant;

(iv) Amounts allocated for the benefit of the Participant to an individual medical account established under a pension or annuity plan maintained by the Employer or an Affiliate, as defined in Section 415(l)(2) of the Code and amounts derived from contributions paid or accrued under a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer ; and

(v) Allocations under a simplified employer pension plan.

Annual Additions include only Employer and/or Affiliate contributions credited to a Participant's Account for the Limitation Year and certain transactions between the Plan and the Employer as described in Treasury Regulation Section 1.415(c)-1(b)(4) that are made during the Limitation Year. An Annual Addition is credited to the Participant's Account for a particular Limitation Year if it is allocated to the Participant's Account under the terms of the Plan as of any date within the Limitation Year. Employer contributions made by governmental employers, must be made to the Plan not later the 15th day of the tenth calendar month following the end of the calendar year or fiscal year within or within which the particular Limitation Year ends. Employee Contributions are not treated as credited to a Participant's Account for a particular Limitation Year unless the contribution is actually made to the Plan no later than 30 days after the close of that Limitation Year.

(d) Annual Additions Excluded Items

For purposes of this Section, the term "Annual Additions" for any Participant excludes the following:

(i) Restorative payments allocated to a Participant's Account, including payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where similarly situated Participants are similarly treated;

(ii) Direct transfers of a benefit of employee contributions from a qualified plan to the Plan;

(iii) Restoration of an Employee's accrued benefit by the Employer or resulting from the repayment of cash-outs under Code Section 411(1)(3)(d) or 411(a)(7)(C);

(iv) Repayments of employee contributions as described in Code Section 415(k); and

(v) Rollover Contributions.

(e) 415 Compensation Defined. For purposes of Code Section 415 and this Section 5.03, the term "415 Compensation" shall mean wages within the meaning of Code Section 3401(a) for the purpose of income tax reporting at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the Employer or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2), as (i) adjusted for the special timing rules described in IRS Regulation Section 1.415(c)-2(e), and (ii) increased by any "deemed section 125 compensation," as described in IRS Regulation Section 1.415(c)-2(g)(6). "Compensation" for any Limitation Year is the compensation actually paid or includable in gross income during such year. "Compensation" shall not include mandatory contributions to a defined benefit plan sponsored by the Employer that are "picked up" pursuant to Section 414(h) of the Code and are treated as Employer contributions in determining their federal income tax treatment under the Code.

Notwithstanding the foregoing, "compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount that is contributed or deferred by the Employer at the election of the employee and which is not includible in the gross income of the Employee by reason of Code Sections 125 or 457. In addition, "compensation" shall be increased by the amount by which the Participant's pay is reduced by salary reduction or similar arrangement under Code Section 132(f)(4) (*i.e.*, a qualified transportation program).

The annual "compensation" taken into account shall not exceed the limitations of Code Section 401(a)(17) in effect as of the beginning of the Plan Year in which it is paid.

Amounts that would otherwise constitute "compensation" above but are paid from a nonqualified, unfunded deferred "compensation" plan sponsored by the Employer nevertheless shall constitute "compensation" for purposes of the limitations in Code Section 415 in the year in which such amounts are actually received by the Participant, but only to the extent such amounts are includible in the Participant's gross income.

The following amounts shall also constitute "compensation" only if the amounts are paid by the later of 2½ months after the Participant's Severance from Employment with the Employer or the end of the Limitation Year that includes the date of the Participant's Severance from Employment, and the amounts would have constituted "compensation" under this Section if they were paid prior to the Participant's Severance from Employment with the Employer:

(i) Payment of regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differentials), commissions, bonuses or other similar payments and absent a Severance from Employment the payment would have been paid to the Employee while the Employee continued in employment with the Employer;

(ii) Payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and

(iii) Amounts received by a Participant pursuant to a nonqualified unfunded deferred "compensation" plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

Back pay, within the meaning of Section 1.415(c)-2)(g)(8) of the Treasury Regulations shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent that the back pay represents wages and Compensation would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the Compensation is excluded from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Prior to the determination of a Participant's actual 415 Compensation for the Limitation Year, the amounts referred to in Subsection 5.03(a)(ii)(A) above may be determined on the basis of a reasonable estimation of the Participant's 415 Compensation for such Limitation Year, uniformly determined for all Participants similarly situated. Any Employer Contribution to be made based on estimated annual 415 Compensation shall be reduced by any excess 415 amounts carried over from prior Limitation Years.

Notwithstanding the general rules of this Section, the Plan will take into consideration 415 Compensation for a Limitation Year but not paid during the Limitation Year resulting from certain de minimis timing differences. Specifically, under this special rule, 415 Compensation shall include amounts earned during a Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates provided: (1) the amounts are paid during the first few weeks of the next Limitation Year; (2) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and (3) no compensation is included in more than one Limitation Year.

5.04 Notice to Participants of Account Balances

At least once each calendar quarter, the Plan Administrator shall cause a written statement of a Participant's Account balance to be distributed to the Participant.

5.05 Good Faith Valuation Binding

In determining the value of the Trust Fund and the Accounts, the Third Party Service Provider and the Trustees shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS

6.01 Retirement

If a Participant has a Severance from Employment with the Employer at or after his Normal Retirement Date, he shall be one hundred percent (100%) vested in all of the amounts credited to his Account. Plan participation of an active Eligible Employee shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustees shall cause the distribution of all amounts credited to such Participant's Account in accordance with Article VIII.

6.02 Severance for Other Reasons

(a) A Participant or Beneficiary may not receive a distribution from the Plan earlier than upon the Participant's Severance from Employment, death or Disability, except as otherwise provided in Section 6.04.

(b) If a Participant has a Severance from Employment with the Employer before his Normal Retirement Date for any reason other than death or Disability, he is entitled to receive the amounts in his Account as of the date of benefit commencement to the extent he was vested in those amounts as of his Severance Date. The Participant's Account shall be distributed to him as provided under Article VIII of the Plan.

(c) All Participants shall at all times be fully vested in their Employee Contribution and Rollover Accounts. Except as provided below, the Employer Contribution Accounts of a Participant shall vest in accordance with the vesting schedule as selected by the Employer in its Adoption Agreement, based on the total of the Participant's Years of Service. Additional rows may be added to any option in the Adoption Agreement, provided that the resulting schedule is at least as favorable as 15-year cliff vesting, 20-year graded from 5-20 Years of Service, or, for qualified public safety employees within the meaning of Code Section 72(t)(10)(B), 20-year cliff vesting.

(d) Notwithstanding the rules above a Participant's Employer Contribution Account shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:

(i) the Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;

(ii) the Participant's death while still employed as an Employee of the Employer or Affiliate; or

(iii) the Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate.

6.03 Timing and Application of Forfeitures; Vesting After Restoration Contributions

If a Participant has a Severance from Employment, and the value of the Participant's vested Account Balance derived from Employer and Employee Contributions is not greater than $5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement) the Participant will receive a distribution of the value of the entire vested portion of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant would have received a distribution under the preceding sentence but for the fact that the Participant's vested Account balance exceeded $5,000 (or such lesser amounts as elected by the Employer in Section 8.05 of its Adoption Agreement) when the Participant had a Severance from Employment, and if at a later time such Account balance is reduced such that it is not greater than $5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement), the Participant will receive a distribution of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant has no vested interest in his Account at the time of his Severance from Employment, he shall be deemed to have received a cash-out distribution at the time of his Severance from Employment, and the forfeiture provisions of this Section shall apply.

A forfeiture shall occur on the earlier of the date the Participant receives a distribution of the entire vested portion of his or her Account or the last day of the Plan Year in which the Participant incurs a one year Break in Service or one year Period of Severance. If on the Participant's Severance Date the value of the Participant's vested account balance is zero, the Participant will be deemed to have received his entire vested interest from the Plan on his Severance Date. If a Participant who is not yet 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts has a Severance from Employment and elects to receive an immediate distribution of the vested amounts in his Employer Matching, Discretionary or Basic Contribution Account, the nonvested amounts held in such Accounts shall be treated as Forfeiture. If the Participant elects to have distributed less than the entire vested portion of the Account balance derived from Employer Contributions, the part of the nonnvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and denominator of which is the total value of the vested Employer derived account balance. If a distribution is made at a time when a Participant is less than 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts and the Participant may increase his vested percentage in such Accounts a separate account will be established for the Participant's interest in the Plan as of the time of the distribution and at any relevant time, the Participant's vested Account balance of the separate account will be equal to an amount ("X") determined by the following formula:

$$X=P(AB+(RXD))-(RXD)$$

For purposes of this formula, P is the vested percent at the relevant time, AB is the Account balance at the relevant time, D is the amount of the distribution and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

Forfeitures shall be used to reduce the Employer's obligation to make Restoration Contributions, to reduce the Employer's obligation to make Employer Contributions or to pay expenses, as determined by the Employer. Forfeitures shall be so applied no later than the last day of the Plan Year following the Plan Year in which the forfeiture arose.

If a Participant resumes employment with the Employer after he has incurred 5 or more consecutive one year Periods of Severance or Breaks in Service, his nonvested amount shall not be restored. If a Participant resumes employment with the Employer before he has incurred 5 consecutive one year Periods of Severance or Breaks in Service, the nonvested amount shall be restored as follows:

(a) Reemployment and Vesting After Cash-Out Distribution. If by the Participant's Reemployment Commencement Date, the Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Severance from Employment with all Affiliates occurred, the provisions of Section 4.06(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.02 with all previously earned Years of Service for purposes of determining his vested interest in the restored Account.

(b) Reemployment and Vesting Before Any Distribution. If by the Participant's Reemployment Commencement date the Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.06(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

6.04 In-Service Distributions

(a) Availability. Except as elected by the Employer in its Adoption Agreement and as otherwise permitted under this Section 6.04 with respect to Participants who continue in employment past Normal Retirement Age or who continue in employment past their Required Beginning Date (as defined in Section 8.07(f)(v), a Participant shall not be permitted to make a withdrawal from his Account under the Plan prior to retirement or Severance from Employment with the Employer and all Affiliated Employers, if any. The terms and conditions of any in-service withdrawals under this section shall be determined by the Third Party Service Provider, including frequency limitations and minimum or maximum withdrawal amounts.

(b) Employee After-Tax Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Employee After-Tax Contribution Account.

(c) Rollover Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Rollover Contribution Account.

(d) Attained Age Withdrawals. If so provided by the Employer in its Adoption Agreement, a Participant who has attained the age specified in its Adoption Agreement may make a withdrawal, upon request, of up to one hundred percent (100%) of his or her vested Accounts, in one lump sum.

(e) Active Military Distribution (HEART Act). A Participant performing service in the uniformed services as described in Code Section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her vested Account. Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution.

(f) Distributions based on Years of Plan Participation. If so provided by the Employer in its Adoption Agreement, a Participant who has participated in the Plan for a minimum of five (5) years, may make a withdrawal, upon request, of the lesser of the dollar amount specified in the Adoption Agreement or one hundred percent (100%) of his or her vested Account, in one lump sum.

ARTICLE VII: DEATH BENEFITS

7.01 Death

If the Severance from Employment of a Participant is caused by his death, or if an Inactive Participant dies before he receives a complete distribution of all his vested Accounts, his death benefit shall be equal to one hundred percent (100%) of his vested Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account as of the date of distribution, to be paid in one lump sum or any form of payment available to Participants as elected by the Employer under Section 7.01 of the Adoption Agreement. The Participant's Beneficiary shall be the person(s) designated pursuant to Section 7.03. The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Inactive Participant, as the Employer may deem desirable. The Employer's determination of death and of the right of any person to receive payment shall be conclusive.

Payment of benefits due under this Section shall be made in accordance with the provisions of this Article VII and Article VIII of the Plan.

7.02 Payment of Death Benefits

(a) Payments to Spouse. Except as provided in Section 8.07, if the Participant's Beneficiary is eligible to receive a death benefit under Section 7.01, payment of such benefit shall begin as soon as practical following the Participant's date of death.

(b) Minimum Benefit Rules. All distributions will be made in accordance with Section 8.07 of the Plan, Code Section 401(a)(9), and the regulations promulgated under Code Section 401(a)(9).

7.03 Beneficiary Designation

In accordance with the terms of this Section 7.03, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Third Party Service Provider may provide. If a Participant dies without designating a Beneficiary, or the Beneficiary designated by a Participant cannot be located within one year after the date benefits are to commence to said person, then the Beneficiary shall be the Participant's Surviving Spouse. If there is no Surviving Spouse, any benefits that remain payable shall be paid to the Participant's estate.

No Beneficiary designation shall be given effect to the extent that doing so violates O.C.G.A. 47-1-24, as it is in effect as of October 1, 2019, and is set forth in Schedule A hereto.

7.04 Facility of Payment to Minors or For Incapacity

If the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Trustee to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient.

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 Normal Payment Forms

(a) Forms of Payment. Except as otherwise provided herein or in the Employer's Adoption Agreement, a benefit described in this Article VIII shall be paid as selected by the Participant or Beneficiary from the following options:

(i) Single-Sum Payment. A single-sum payment of the Participant's Account balance.

(ii) Installment Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually over a designated period of years offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.

(iii) Rules Relating to Installments. If a Participant or Beneficiary elects for his benefit to be paid in installment payments over a term certain as provided in subsection (a)(ii) hereof, the following rules shall apply:

A. The maximum length thereof shall be the joint life expectancy of such Participant and his designated Beneficiary. The initial value of the obligation for the installment payments shall be equal to the amount

of the Participant's Account balance on the day payments are scheduled to commence. Notwithstanding anything herein to the contrary, distributions from the Plan must satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2.

B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of installment payments may elect, at any time before his entire benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment. The Participant or Beneficiary may also elect to change the installment method previously selected, to the extent permitted by the Third Party Service Provider.

C. If a Participant or Beneficiary dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's or Beneficiary's designated Beneficiary; provided, the Beneficiary may elect to receive the remainder of the Account in the form of a single sum payment.

D. A Participant or Beneficiary who has elected to receive his benefit in the form of installment payments shall continue to have the right to direct the investment of that portion of his Account which has not yet been distributed.

(iv) Systematic Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually, in a designated dollar amount, as offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.

(v) Rules Relating to Systematic Payments. If a Participant or Beneficiary elects for his benefit to be paid in systematic payments in a designated dollar amount as provided in subsection (a)(iv) hereof, the following rules shall apply:

A. The amount distributed from the Plan must, notwithstanding anything herein to the contrary, satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2. If the systematic payment elected by the Participant or Beneficiary is less than the amount required by Code Section 401(a)(9)(G), the Participant's or Beneficiary's systematic payment amount shall be increased by an amount determined by the Third Party Service Provider to ensure that such provisions are satisfied.

B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of systematic payments may elect, at any time before his entire

benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment or convert to installment payments under subsection (a)(ii) hereof. The Participant or Beneficiary also may elect to change the systematic payment method previously selected, to the extent permitted by the Third Party Service Provider.

C. If a Participant dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's designated Beneficiary in the same payment form (and amount) elected by the Participant provided that his Beneficiary may elect to receive the remainder of the deceased Participant's Account in the form of a single sum payment or to adjust the payment form in any manner that the Participant could have, had the Participant survived.

D. A Participant who has elected to receive his benefit in the form of systematic payments shall continue to have the right to direct the investment of that portion of his Account that has not yet been distributed.

E. The Third Party Service Provider shall determine the minimum payment amount under a systematic payment election and the minimum Account balance required to elect systematic payments, which requirements shall be applied on a uniform basis to all similarly-situated Participants.

F. For purposes of determining whether a systematic payment is one of a series of substantially equal period payments (not less frequently than annually) made for the life (or the life expectancy) of the Employee or for the joint lives (or joint life expectancies) of the Employee and the Employee's designated beneficiary, or for a specified period of 10 years or more, pursuant to Code Section 402(c)(4)(A), the Third Party Service Provider shall apply reasonable actuarial assumptions in accordance with IRS Regulation 1.402(c)-2, Q-5(d)(2).

(vi) A Combination Single-Sum Payment and Installments or Systematic Payments. A Participant may elect to have a portion of his Account paid as a single-sum payment pursuant to Section 8.01(a)(i) and the remainder paid in installments pursuant to Section 8.01(a)(ii) or systematic payments pursuant to Section 8.01(a)(iv). The amount paid pursuant to each sub-section shall be separately subject to the relevant rules applicable to that form of payment.

(vii) Other Forms. The Third Party Service Provider, may in its sole discretion, permit an Employer to offer its Participants benefit payments in one or more of the forms which appear in the Forms of Payment Addendum.

(b) Direct Rollovers. Notwithstanding any other provision of the Plan to the contrary, a Distributee may elect to have any portion of a distribution due to him from the Plan, which is an Eligible Rollover Distribution, paid in a direct rollover to an Eligible Retirement Plan specified by the Distributee. However, a Distributee may not elect a direct rollover with respect to a portion of the Eligible Rollover Distribution if such portion totals less than $500. For purposes of this Section, the term "Distributee" is defined in Section 2.13 hereof.

8.02 Assets Distributed

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustees, the Third Party Service Provider and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

8.03 Application for Benefits

Except as otherwise required by law, before payment of any benefit hereunder, the Employer shall require that the Participant or Beneficiary, as the case may be, make a written election to receive such benefit and submit the election to the Employer in such form as the Third Party Service Provider shall prescribe. In order for such Participant's election to be valid, he must have a Severance from Employment or the distribution must be permitted by the Employer under Section 6.04 and the In-Service Withdrawal Addendum to the Adoption Agreement. Distribution of benefits under the Plan shall be made as soon as practicable after the Participant or Beneficiary files an election with the Plan Administrator requesting such payment. If a Participant or Beneficiary fails to file an election specifying the time of payment, his benefit shall be distributed no later than the Required Beginning Date (as defined in Section 8.07(f)(v) below). The Plan Administrator shall notify the Third Party Service Provider, whenever a Participant or Beneficiary is entitled to receive benefits under the Plan.

8.04 Time of Payment

Notwithstanding anything in the Plan to the contrary, and unless the Participant otherwise elects, payment of a Participant's benefit will begin no later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) his Severance Date.

8.05 Participant Consent to Distribution

No distribution shall be made to the Participant after Severance from Employment before he reaches his Normal Retirement Age (or age 62, if later) without the Participant's consent, unless the Employer has elected to cash out de minimis Accounts in its Adoption Agreement and the Participant's vested interest in his Account does not exceed the maximum amount subject to automatic distribution pursuant to Section 8.06 below. Such consent shall be made

prior to the distribution. Notwithstanding any other provision of the Plan to the contrary, the consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of the Plan if it does not offer an annuity option (purchased from a commercial provider) and if the Employer does not maintain another defined contribution plan the Participant's Account shall, without the Participant's consent, be distributed to the Participant. However, if the Employer maintains another defined contribution plan then the Participant's Account shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

8.06 Small Payments and Automatic Rollovers

If the Employer has elected to cash out de minimis Accounts under Section 8.05 of its Adoption Agreement, the Third Party Service Provider shall make distributions to Participants or Beneficiaries without an election from the Participant or the Beneficiary, if the Participant's Account is less than maximum cash out limit permitted under Code Section 411(a)(11)(A) ($5,000 in 2018 or $1,000 if so designated by the Employer in its Adoption Agreement) at the time of benefit commencement (including any Rollover Contribution and any earnings and losses attributable thereto). If the vested interest in the Participant's Account does not exceed one thousand dollars ($1000), distribution shall be made to the Participant or Beneficiary in a lump sum as soon as practical. If the mandatory distribution is greater than $1,000, and if the Participant or Beneficiary does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant or Beneficiary in a direct rollover, or to receive the distribution directly in accordance with the terms of the Plan, then the Third Party Service Provider shall make such distribution in a direct rollover to an individual retirement plan designated by the Third Party Service Provider on behalf of the Participant or Beneficiary.

8.07 Required Minimum Distributions

(a) Code Section 401(a)(9). All distributions will be made in accordance with Code Section 401(a)(9), the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), the regulations promulgated under Code Section 401(a)(9) and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service. The terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements. Under no circumstances, however, shall the rules stated in this Section 8.07 be deemed to provide distribution rights to Participants or their Beneficiaries that are more expansive or greater than the distribution rights stated elsewhere in this Plan (such as a later beginning date for distributions or a longer payout period for distributions). For example, distributions to a Participant under this Section 8.07 may only be made in a form that is provided pursuant to Section 8.01. In addition, if the Plan requires distributions to commence to Participants or a Beneficiary before age 70 ½, such distributions must commence by the date specified elsewhere in this Plan and may not be delayed to age 70-1/2.

(b) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single lump sum, may only be made over one of the following periods:

(i) The life of the Participant,

(ii) The joint lives of the Participant and a Designated Beneficiary,

(iii) A period certain not extending beyond the life expectancy of the Participant, or

(iv) A period not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.

(c) Time and Manner of Distribution Under Code Section 401(a)(9). The provisions of Section 8.07 (b), (c), (d), and (e), will apply for purposes of determining required minimum distributions under Code Section 401(a)(9) for calendar years beginning with the 2003 calendar year. The Participant's entire interest will be distributed, or begin to be distributed to the Participant no later than the Participant's Required Beginning Date. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(ii) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, then subsection (c)(ii), (iii), or (iv) will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 8.07(c) and Section 8.07(e), unless Section 8.07(c)(iv), applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.07(c)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i).

Notwithstanding any provisions of the Plan to the contrary, a Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H), will not receive those distributions for 2009 unless the Participant chooses to receive such distributions. Participants described in

the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, any 2009 required minimum distributions will be treated as Eligible Rollover Distributions.

(d) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under Section (i) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Required Minimum Distributions After Participant's Death.

(i) Death On or After Date Distributions Begin with no Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death On or After Date Distributions Begin with a Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

A. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

B. If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year

after the year of the Participant's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the Spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

C. If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(iii) Death Before Date Distributions Begin

A. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.07(e)(i).

B. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

C. If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i), this Section 8.07(e)(iii) will apply as if the Surviving Spouse were the Participant.

(f) Definitions

(i) Designated Beneficiary. The Designated Beneficiary is the individual who is designated as the Beneficiary under Section 7.03 of the Plan and is the Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.

(ii) Distribution calendar year. The distribution calendar year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.07(c). The Required Minimum Distribution for the Participant's first distribution

calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life expectancy. Life expectancy is computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1.

(iv) Participant's Account balance. Participant's Account balance is the Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(v) Required Beginning Date. The later of April 1 following the calendar year (i) in which the Participant attains age 70-1/2, or (ii) in which the Participant has a Severance from Employment. The Participant's Severance from Employment shall not, for purposes of this Section 8.07, be later than the date that the Participant retires within the meaning of Code Section 401(a)(9)(C)(i)(II).

8.08 Nonalienation of Benefits

Except with respect to federal income tax levies, forfeitures required under State law or as otherwise required by law, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan does not recognize domestic relations orders.

8.09 Forfeiture of Benefits

All Employer Contribution Accounts under the Plan may be forfeited or reduced in the manner and to the extent required under O.C.G.A. Sections 47-1-21 through Sections 47-1-25, as such provisions are in effect as of October 1, 2019, and are set forth in Schedule A hereto, if the Participant or Beneficiary is convicted of a public employment, drug related or other covered crime.

8.10 Unclaimed Benefits

The Plan Administrator shall at all times be responsible for determining the whereabouts of each Participant and Beneficiary who may be entitled to benefits under the Plan and shall direct the Third Party Service Provider as to the current address of each Participant and Beneficiary. The Trustee and Third Party Service Provider shall have no duty to make any distribution other than those for which it has received a satisfactory direction from the Plan Administrator with a known address. Notwithstanding the foregoing, if a Participant becomes entitled to benefits under the Plan and the Plan Administrator is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Plan Administrator in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Plan Administrator shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan; and, provided further, if the distribution is payable upon termination of the Plan, the Plan Administrator shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Plan Administrator, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

8.11 Maintenance of Account

Upon the entitlement of a Participant or his Beneficiary to benefits under the Plan, the amount from which benefits are payable, may be retained in the Trust Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

8.12 Denial of Claims

(a) Procedure. Request for benefits under the Plan shall be approved by the Plan Administrator or its designee.

(b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Plan Administrator, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Plan Administrator on which to request further consideration of his

position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Employer's or the Plan Administrator's possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant's position, must be filed with the Plan Administrator no later than 60 days after receipt of the written notification of denial of a claim. The Plan Administrator's decision shall be made within 120 days following the filing of the request for review, shall be communicated in writing to the claimant and shall be final and binding. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

8.13 Explanation of Certain Rollover Distributions

Within a reasonable period of time (as defined for purposes of Code Section 402(f)) before making an Eligible Rollover Distribution from the Plan to a Participant or Beneficiary, the Third Party Service Provider shall provide such Participant or Beneficiary with a written explanation of: (a) the provisions under which the distributee may have the distribution directly transferred to another Eligible Retirement Plan, (b) the provisions which require the withholding of tax on the distribution if it is not directly transferred to another Eligible Retirement Plan, (c) the provisions under which the distribution will not be subject to tax if transferred to an Eligible Retirement Plan within 60 days after the date on which the distributee receives the distribution, and (d) such other terms and provisions as may be required under Code Section 402(f) and the regulations promulgated thereunder.

ARTICLE IX: TRUST FUND INVESTMENTS

9.01 Contributions to Trust Fund

All Contributions are to be paid over to the Trustees to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement.

9.02 Investment Funds

(a) Named Investment Funds. The Trustees shall select and make available the array of Investment Funds for the investment of Contributions and Accounts. The Investment Funds in such array may be selected, modified or eliminated from time to time without necessity of amendment to the Plan.

(b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.

(c) Investment Policy Statement. The Trustees shall establish the general investment policy guidelines and directions respecting Investment Fund options under the Plan.

9.03 Participant Direction of Investments

If elected by the Employer in its Adoption Agreement, Participants and Beneficiaries may direct the manner in which their Accounts shall be invested among the Investment Funds selected by the Trustee; provided, such investment directions shall be made in accordance with the following terms:

(a) Investment of Account. As of each business day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by the Participant, Beneficiary or a designee pursuant to the most recent election, as described below. If the Participant, Beneficiary or designee does not make an investment election, the Participant's or Beneficiary's Accounts shall be invested in the Investment Fund determined by the Trustees as the default fund. Effective as of each day following his Entry Date into the Plan, the Participant, Beneficiary or designee may elect the percentage of the Participant's or Beneficiary's Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by the Participant, Beneficiary or designee. If the Participant, Beneficiary or designee fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.

(b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant, Beneficiary or designee. The Third Party Service Provider shall adopt and maintain procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections and the effective date of such elections; provided, elections must be permitted at least once every three months.

(c) Self-Directed Brokerage Accounts. Investment Funds may include but are not limited to self-directed brokerage accounts. The Employer shall determine the extent to which Participants may utilize such self-directed brokerage accounts in its Adoption Agreement or through a written Plan amendment.

9.04 Expenses

To the extent permitted by law, all reasonable expenses for administration of the Plan and Trust may be paid by the Trust; provided however, the Employer may pay all expenses in the administration of the Plan outside of the Plan, if it chooses not to pay them out of the Trust.

9.05 Voting and Tender Offer Rights with Respect to Investment Funds

Only if, to the extent and in the manner, permitted by the Trust and/or any documents establishing or controlling any of the Investment Funds, shall Participants and Beneficiaries be given the opportunity to vote and tender their interests in each such Investment Funds. Otherwise, such interests shall be voted and/or tendered by the Trustees, Investment Manager or other fiduciary that controls such Investment Fund, as may be provided in the controlling documents.

ARTICLE X: ADMINISTRATION

10.01 Plan Administrator's Powers and Responsibility

The Plan Administrator shall have control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan. The Plan Administrator is the agent for service of legal process for the Plan. The Plan Administrator shall have the following duties and responsibilities some or all of which may be delegated in whole or in part to the Third Party Service Provider in a separate agreement:

(a) to construe the Plan and to determine all questions that shall arise thereunder;

(b) to select the Third Party Service Provider and Trustee, provided however, that by adopting this Plan, the Plan Administrator is deemed to have selected Association County Commissioners of Georgia as the Third Party Service Provider and the Association County Commissioners of Georgia Defined Contribution Plan Program Board of Trustees as the Trustee;

(c) to decide all questions relating to the eligibility of Employees to participate in the Plan;

(d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;

(e) to make such adjustments which it deems necessary to correct any arithmetical or accounting errors;

(f) to utilize the correction programs or system established by the Internal Revenue Service;

(g) to maintain and retain records relating to Participants and Beneficiaries;

(h) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;

(i) to prepare and furnish to the Third Party Service Provider sufficient employee data and the amount of Contributions received from all sources so that the Third Party Service Provider may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;

(j) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;

(k) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustees;

(l) to engage assistants and professional advisers;

(m) to arrange for fiduciary bonding, if necessary;

(n) to provide procedures for determination of claims for benefits; and

(o) to delegate any or all of these responsibilities.

10.02 Directions

Any notice, direction, order, request, certification or instruction to the Third Party Service Provider or to the Trustees shall be in writing and shall be signed by a Plan Administrator. Any written communication or disclosure to Participant required under the Plan may be provided in any other medium (electronic, telephonic, or otherwise) that is permitted under applicable laws and regulations. The Trustees and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Plan Administrator and reasonably believed to be properly executed, and shall act in accordance therewith.

10.03 Reporting and Disclosure

The Plan Administrator shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan. Such records shall be made available to each Participant and Beneficiary for examination during normal business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by the Code and every other relevant statute, each as amended, and all regulations thereunder. This provision shall not be construed as imposing upon the Plan Administrator the responsibility or authority for the preparation, preservation, publication or filing of any document required to be prepared, preserved or filed by the Third Party Service Provider or Trustees to whom such responsibilities are delegated by law or by the Plan or Trust.

10.04 Construction of the Plan

The Employer shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Employer shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. The Employer shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of or against any person and so as to treat all persons in similar circumstances uniformly. The Employer shall correct any defect, reconcile any inconsistency or supply any omission with respect to the Plan.

10.05 Effect of Failure to Qualify Under the Code

Notwithstanding any other provision of the Plan or Trust to the contrary, if the Employer's Plan fails to be a qualified plan under the Code, such plan can no longer participate in this preapproved plan arrangement and shall be considered an individually designed plan**.**

10.06 Assistants and Advisers

(a) Delegation. The Employer and the Plan Administrator shall have the right to delegate any of their responsibilities hereunder and to hire such professional assistants and consultants as they, in their sole discretion, deem necessary or advisable.

(b) Investment Policy. The Employer shall delegate its responsibilities for establishing and carrying out an investment policy and selecting, monitoring and maintaining Investment Funds to the Trustees.

(c) Reliance. The Employer shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section and shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

10.07 Bonding

The Employer shall arrange for fiduciary bonding if required by law, but no bonding in excess of the amount required by law shall be required by the Plan.

ARTICLE XI: ALLOCATION OF AUTHORITY AND RESPONSIBILITIES

11.01 General Responsibilities

The Employer is a fiduciary with respect to the Plan and has the following authority and responsibilities:

(a) to appoint the Plan Administrator, and to monitor its performance;

(b) to communicate such information to the Trustees and the Third Party Service Provider as each needs for the proper performance of its duties;

(c) to provide channels and mechanisms through which the Third Party Service Provider and the Trustees can communicate with Participants and Beneficiaries;

(d) to delegate responsibilities to officers, employees or to other individuals;

(e) perform such duties as are imposed by law or by regulation.

11.02 Third Party Service Provider

The Third Party Service Provider shall have the authority and responsibilities as provided herein. Nothing in this Plan, however, shall preclude the Employer or any other entity from delegating to the Third Party Service Provider additional authority and responsibilities involving the Plan pursuant to a separate agreement that the Employer or such other entity may deem appropriate.

11.03 Trustees

Each Trustee shall have the powers and duties set forth in the Trust Agreement.

11.04 Limitations on Obligations of Fiduciaries

No fiduciary shall have authority or responsibility to deal with matters other than as delegated to it under the Plan, the Trust Agreement, or any other written agreement or by operation of law. A fiduciary shall not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary if the responsibility or authority for the act or omission deemed to be a breach was not within the scope of such fiduciary's authority or delegated responsibility.

11.05 Delegation

Fiduciaries shall have the power to delegate specific fiduciary responsibilities (other than a Trustee's responsibilities). Such delegations may be to officers or employees of the Employer or to other persons, all of whom shall serve at the pleasure of the fiduciary making such delegation and, if full-time employees of the Employer, without compensation. Any such person may resign by delivering a written resignation to the delegating fiduciary. Vacancies created by any reason may be filled by the appropriate fiduciary or the assigned responsibilities may be reabsorbed or redelegated by the fiduciary.

11.06 Multiple Fiduciary Roles

Any person may hold more than one position of fiduciary responsibility and shall be liable for each such responsibility separately.

ARTICLE XII: MISCELLANEOUS

12.01 No Guarantee of Employment

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

12.02 Rights to Assets

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon Severance from Employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the Plan, the Plan Administrator will have the right to recover any excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan, from the Participant or his Beneficiary. This right of recovery includes but is not limited to a right of offset against future benefit payments to be made under the Plan to the Participant or the Beneficiary.

12.03 Nonforfeitability of Benefits

Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of his right to the nonforfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

12.04 Governing Law

The Plan shall be governed by the laws of the State of Georgia and federal law to the extent applicable.

12.05 Construction

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Whenever used herein, the singular shall include the plural, and the plural shall include the singular, unless the context requires otherwise. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

12.06 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter, it shall be done and performed by a duly authorized individual or by the governing body of the Employer.

12.07 Uniformity

All provisions of the Plan shall be interpreted and applied in a uniform and nondiscriminatory manner.

ARTICLE XIII: AMENDMENT, TERMINATION AND ADOPTION

13.01 Amendments

(a) Adoption Agreement Elective Provisions. The elective provisions of the Employer's Adoption Agreement and Addenda may be amended at any time and from time to time by written amendment approved by the governing body of the Employer, provided:

(i) No amendment shall increase the duties or liabilities of the Trustees without the consent of the Trustees;

(ii) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code; and

(iii) No amendment may affect the Plan's preapproved status.

(b) Plan Amendments by Employer. The Employer, through its governing body, may amend the Plan by adopting provisions that are not included in the Preapproved Plan. Any such amendment shall be made through use of the Plan Superseding Provisions Addendum to the Adoption Agreement. Any amendments so made by the Employer to the Preapproved Plan must also be approved by the Trustees.

(c) Plan Amendment by Trustees. ACCG has delegated to the Trustees the authority to act on its behalf for purposes of adopting amendments to the Plan. Accordingly, the Trustees may amend the Plan at any time; provided, however, for non-discretionary Plan amendments that are either required by the Internal Revenue Service in order to maintain the qualified status of the Plan or universally applicable to all Employers that have adopted the Plan, the Plan may be amended by action of the Trustees with written notice to the Employer. An amendment made by the Trustees may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the Internal Revenue Service either permits or requires such an amendment to be made to enable the Plan and Trust to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied. The Trustees will provide a copy of all Plan Amendments to each Employer and will notify each Employer in writing if the Plan is discontinued. The Trustees shall satisfy any recordkeeping and notice requirements imposed by the Internal Revenue Service in order to maintain its amendment authority.

(d) No Authority to Amend Individually Designed Plan. The Trustees will no longer have the authority to amend the Plan on behalf of an Employer as of the earlier of (a) the date of the adoption of an Employer amendment to the Plan to incorporate a provision that is not allowable in the Preapproved Program, as described in Section 6.03 of Rev. Proc. 2017-41 (or the successor thereto), or (b) the date the Internal Revenue Service gives notice that the Plan is being treated as an individually-designed Plan due to the nature and extent of amendments. The

Employer may amend the Plan to the extent necessary to satisfy Code Section 415 because of the required aggregation of multiple plans under Code Section 415.

(e) Amendments Affecting Accrued Benefits. Except as permitted by Section 13.01(c) no amendment to the Plan shall be effective if it has the effect of decreasing a Participant's Account. If the vesting schedule of the Plan is amended, the nonforfeitable interest of a Participant in his Account, determined as of the later of the date the amendment is adopted or the date it becomes effective shall not be less than the Participant's nonforfeitable interest in his Account determined without regard to the amendment. If the Plan's vesting schedule is amended and an active Participant's vested interest as calculated by using the amended vesting schedule is less in any year than the active Participant's vested interest calculated under the Plan's vesting schedule immediately prior to the amendment, the amended vesting schedule shall apply only to Employees first hired on or after the effective date of the change in vesting schedule.

13.02 Termination of Plan

(a) Right to Terminate Plan. The Employer expects the Plan to be continued indefinitely, but has no obligation or liability to maintain the Plan any length of time and may amend the Plan to terminate the Plan without liability at any time by action of the governing body of the Employer. In such event, the Third Party Service Provider and the Trustees shall be promptly notified of such decision in writing. The Employer may amend the Plan at any time to completely discontinue Contributions to the Plan or freeze the Plan and may amend the Plan to provide for contributions to recommence.

(b) Vesting Upon Complete or Partial Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued or the Plan experiences a partial termination, the Accounts of all affected Participants shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Plan Administrator, in its sole discretion, shall instruct the Trustees either (i) to continue to manage and administer its portion of the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Plan, or (ii) dissolve its portion of the Trust.

(c) Dissolution of Trust. If the Employer decides to terminate the Plan and dissolve the portion of Trust assets attributable to its Plan, as soon as practicable following the termination of the Plan or the Employer's decision, whichever is later, the portion of Trust assets attributable to the Employer's Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Plan assets to the affected Participants as described below. Following completion of the conversion, on a date agreed to by the Trustees and the Employer, each Employee or former Employee of the Employer with an Account under the Plan shall receive a distribution of the total amount then credited to his Account in one lump sum payment. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as provided herein, the Plan Administrator may direct the

Trustees to take any action dealing with unclaimed benefits. Upon completion of such distributions, the Trustees shall be relieved from all liability under the Trust and no Participant or other person shall have any claim thereunder, except as required by applicable law. The Employer shall be responsible for any due and accrued expenses and liabilities of its portion of the Trust assets and any expenses involved in termination of the Plan.

(d) Missing Participants. If a distribution is to be made to a Participant or Beneficiary who cannot be located upon Plan termination, following the Plan Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Plan Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Plan Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash-out permitted under Code Section 401(a)(31) that are mandatorily distributed by the Plan.

(e) Merger or Consolidation. In the case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to, any other plan, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer equal to or greater than the benefit to which he would have been entitled to receive immediately before the merger, consolidation or transfer had the Plan then terminated.

13.03 Amendment and Continuation of Prior Plan; Transfer of Funds

(a) Amendment and Continuation of Prior Plan**.** If the Employer had previously established a plan (the "Prior Plan") which is a defined contribution plan under the Code and which on the date of adoption of the Plan meets the applicable requirements of Code Section 401(a), the Employer may, in accordance with the provisions of the Prior Plan, amend and restate the Prior Plan in the form of this Plan and become the Employer hereunder, subject to the following:

(i) Subject to the provisions of the Plan, each individual who was a Participant in the Prior Plan immediately prior to the effective date of such amendment and restatement shall become a Participant in this Plan on the effective date of the amendment and restatement, provided he or she is an Eligible Employee as of that date.

(ii) No election may be made under the vesting provisions of the Adoption Agreement if such election would reduce the benefits of a Participant under the Plan to less than the benefits to which he would have been entitled if he voluntarily separated from the service of the Employer immediately prior to such amendment and restatement.

(iii) No amendment to the Plan shall decrease a Participant's Account.

(iv) The amounts standing to the credit of a Participant's Account immediately prior to such amendment and restatement which represent the amounts properly attributable to (A) contributions by the Participant and (B) contributions by the Employer and forfeitures shall constitute the opening balance of his Account or Accounts under this Plan.

(v) Amounts being paid to an Inactive Participant or to a Beneficiary in accordance with the provisions of the Prior Plan shall continue to be paid in accordance with such provisions.

(vi) All assets of the predecessor trust shall be invested by the Trustee as soon as reasonably practicable. The Employer agrees to assist the Trustee in any way requested by the Trustee in order to facilitate the transfer of assets from the predecessor trust to the Trust Fund.

(b) Transfer of Funds from an Existing Plan**.** The Employer may from time to time direct the Trustee, in accordance with such rules as the Trustee may establish, to accept cash, allowable fund shares or participant loan promissory notes transferred for the benefit of Participants from a trust forming part of another qualified plan under the Code, provided such plan is a defined contribution plan. Such transferred assets shall become assets of the Trust as of the date they are received by the Trustee. Such transferred assets shall be credited to Participants' Accounts in accordance with their respective interests immediately upon receipt by the Trustee. A Participant's vested interest under the Plan in transferred assets which were fully vested and nonforfeitable under the transferring plan shall be fully vested and nonforfeitable at all times. It is the Employer's obligation to ensure that all assets of the Plan, other than those maintained in separate trust or fund, are transferred to the Trustee. The Trustee shall have no liability for and no duty to inquire into the administration of such transferred assets for the period prior to the transfer.

(c) Acceptance of Assets by Trustee. The Trustee shall not accept assets that are not either in a medium proper for investment under the Plan, as set forth in the Plan or as otherwise determined by the Trustee in its sole discretion, or in cash. Such assets shall be accompanied by instructions in writing (or such other medium as may be acceptable to the Trustee) showing separately the respective contributions by the prior employer (or current Employer to a prior plan) and by the Participant, and identifying the assets attributable to such contributions. The Trustee shall establish such accounts as may be necessary or appropriate to reflect such contributions under the Plan. The Trustee shall hold such assets for investment in accordance with the provisions of Article IX, and shall in accordance with the instructions of the Employer make appropriate credits to the Accounts of the Participants for whose benefit assets have been transferred.

(d) Transfer of Assets from Trust. The Employer may direct the Trustee to transfer all or a specified portion of the Trust assets to any other plan or plans maintained by the Employer or the employer or employers of an Inactive Participant or Participants, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code, and provided that the assets so

transferred shall be accompanied by instructions from the Employer naming the persons for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by each Inactive Participant or Participant, if any, and identifying the assets attributable to the various contributions. The Trustee shall not transfer assets hereunder until all applicable filing requirements are met. The Trustee shall have no further liabilities with respect to assets so transferred.

SCHEDULE A

STATE STATUTORY PROVISIONS REFERENCED

O.C.G.A. 47-1-20

Definitions

As used in this article, the term:

(1) "Conviction" means a judgment of conviction for the commission of a crime which is entered upon a verdict or plea of guilty.

(1.1) "Drug related crime" means a felony specified in subsection (b) of Code Section 16-13-30 and any felony specified in Code Section 16-13-31.

(1.2) "Economic impact of a public employment related crime" means the total of the economic gain to the perpetrator of a public employment related crime and the economic loss to the public entity.

(2) "Employee contribution" means that part of the compensation of a public employee which is paid by the employee or by the employer on the employee's behalf to a public retirement system as a requirement for membership in the public retirement system.

(3) "Final conviction" means a conviction which has been upheld after the convicted person has exhausted all appeals of the conviction.

(4) "Political subdivision" means any county, municipality, or local school district.

(5) "Public employee" means elected and appointed officials and employees of the state or any branch, department, board, bureau, commission, authority, or other agency of the state and elected and appointed officials and employees of any political subdivision or authority or other agency of a political subdivision.

(6) "Public employment related crime" means any one or more of the following crimes:

(A) Theft as provided in any one or more of Code Sections 6-8-2 through 16-8-9 when the theft is by an officer or employee of a government in breach of duties as such officer or employee and conviction for such crime is punishable under paragraph (3) of subsection (a) of Code Section 16-8-12;

(B) Any felony provided for in Article 1 of Chapter 10 of Title 16, relating to abuse of governmental office;

(C) Making false statements or concealing facts in matters within the jurisdiction of the state or a political subdivision as provided in Code Section 16-10-20;

(D) Conspiracy to defraud the state or a political subdivision as provided in Code Section 16-10-21;

(E) Stealing, altering, or concealing public records as provided in Code Section 45-11-1;

(F) Selling offices or dividing fees as provided in Code Section 45-11-2; and

(G) Any felony conviction for any of the crimes specified in subparagraphs (A) through (E) of this paragraph under the laws of any other state or the United States; provided, however, that the provisions of this subparagraph shall apply to persons who first or again become members of a public retirement system on or after July 1, 2008.

(7) "Public retirement system" means any retirement or pension system now or hereafter created by or pursuant to the authority of Georgia law or the Constitution of Georgia which has public employees as members of the retirement or pension system.

(8) "Vested" means having sufficient creditable service as a member of a public retirement system to qualify to receive a retirement benefit upon retirement or termination from public service or upon attaining retirement age if public service is terminated prior to attaining such age.

O.C.G.A. 47-1-21.

Public employees in service on July 1, 1985

(a) This Code section shall apply to public employees in service on July 1, 1985, as long as such employees remain in continuous service as public employees. Any public employee in service on July 1, 1985, who ceases to be a public employee on or after that date and who subsequently again becomes a public employee shall be subject to the provisions of Code Section 47-1-22 upon again becoming a public employee. Any person who was a public employee prior to July 1, 1985, and who ceased to be a public employee prior to that date shall be subject to the provisions of Code Section 47-1-22 if such person again becomes a public employee after July 1, 1985.

(b) If a public employee commits a public employment related crime on or after July 1, 1985, in the capacity of a public employee and is convicted for the commission of such crime, such employee's membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for membership in any public retirement system. For any such public employee finally convicted for the commission of a public employment related crime, the right to any benefit or any other right under any public retirement system in which the employee is a member shall be determined as of the date of final conviction.

O.C.G.A. 47-1-22

47-1-22. Public employment related crime committed in the capacity of public employee

(a) This Code section shall apply to public employees first or again becoming public employees after July 1, 1985.

(b) If a public employee commits a public employment related crime in the capacity of a public employee and is convicted for the commission of such crime, upon final conviction such person's benefits under a public retirement or pension system, including any survivor's benefits if applicable, shall be reduced by an amount equal to three times the economic impact of the crime, as determined pursuant to the provisions of Code Section 47-1-25. Payment of such benefits shall cease until such amount has been forfeited, after which benefits shall be restored. If the person has not begun to receive a benefit, the deduction shall commence at the time such benefits would

normally begin. For purposes of this subsection, the term "benefit" shall not include a refund of employee contributions without interest.

O.C.G.A. 47-1-22.1

47-1-22.1. Drug related crimes; public employees first or again becoming public employees after July 1, 1990

(a) Except as otherwise provided in this subsection, this Code section shall not apply to any public employee in service on July 1, 1990, and shall apply only to those public employees entering public service after July 1, 1990. A public employee in service on July 1, 1990, who ceases to be a public employee and terminates his or her membership in a public retirement system after that date and who subsequently again becomes a public employee shall be subject to the provisions of this Code section, beginning with the date of such subsequent employment. Any person who was a public employee prior to July 1, 1990, and who ceased to be a public employee and terminated his or her membership in a public retirement system prior to that date shall be subject to the provisions of this Code section if such person again becomes a public employee after July 1, 1990, beginning with the date of such subsequent employment.

(b) If a public employee who is not vested under a public retirement system commits a drug related crime and is convicted for the commission of such crime, such public employee shall forfeit all rights and benefits under and membership in the public retirement system in which the employee is not a vested member, effective on the date of final conviction. Any such public employee shall not at any time after such final conviction be eligible for membership in any public retirement system. Any employee contributions made by any such public employee to any public retirement system in which the employee is not a vested member shall be reimbursed, without interest, to the public employee within 60 days after the date of final conviction for the commission of the drug related crime.

(c) If a public employee who is vested under a public retirement system commits a drug related crime, such employee's active membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for active membership in any public retirement system. For any such public employee, the right to any benefit or any other right under any public retirement system in which the employee is a vested member shall be determined as of the date of final conviction.

(d) The provisions of Code Section 47-1-23 shall apply to a public employee charged with the commission of a drug related crime in the same manner that they apply to a public employee charged with the commission of a public employment related crime.

O.C.G.A. 47-1-22.2

47-1-22.2. Final conviction: notification to former public employer and public retirement system

Upon the final conviction of any person for a public employment related crime, the prosecuting attorney shall so notify the defendant's former public employer and any public retirement system in which he or she knows the convicted public employee to be an active, inactive, or retired member. Upon such notification, the public employer shall also notify any such public retirement system.

O.C.G.A. 47-1-23

47-1-23. Construction

Nothing in this article shall be construed to create a right for any public employee who is charged with the commission of a public employment related crime to remain a public employee or a member of a public retirement system until such employee is finally convicted for the commission of such crime. Nothing in this article shall be construed to create a right for a public employee who is charged with the commission of a public employment related crime to accrue rights or benefits under a public retirement system after the date any such employee ceases to be a member of such public retirement system.

O.C.G.A. 47-1-24

47-1-24. Persons who commit murder or voluntary manslaughter of member, etc., of public retirement system not to received refund of contributions or benefits

No person who commits or conspires to commit the murder or voluntary manslaughter of a member, retiree, or beneficiary under a public retirement system shall receive any refund of contributions or any benefit under the public retirement system upon the death of the member, retiree, or beneficiary, even though the person so killing or conspiring is a named beneficiary for such refund of contributions or benefit. A plea of guilty or a judicial finding of guilt which is not reversed or otherwise set aside as to any such crime shall be prima-facie evidence of guilt for the purpose of applying the provisions of this Code section. All rights, interests, and entitlements to any such refund of contributions or benefit shall go to the secondary beneficiary designated by the member, retiree, or beneficiary, if a secondary beneficiary is designated and is living, upon the death of the member, retiree, or beneficiary, but otherwise to the member's, retiree's, or beneficiary's estate.

O.C.G.A. 47-1-25

47-1-25. Proceedings to determine economic impact of employment related crime

Within 30 days following the day the board of trustees receives notice that a member of the retirement system has been convicted of a public employment related crime, the board shall initiate proceedings in the Office of State Administrative Hearings, under the provisions of Article 2 of Chapter 13 of Title 50, to determine the economic impact of the public employment related crime. Such matter shall be deemed to be a contested case within the meaning of such article. The Department of Law shall represent the board of trustees in such proceedings. The decision of the administrative law judge shall be final unless appeal is made as otherwise provided by law.

O.C.G.A. 47-23-1

47-23-1. Definitions

As used in this chapter, the term:

(13) "Juvenile court judge" means a juvenile court judge now or hereafter appointed or otherwise holding office pursuant to Code Section 15-11-18 relative to the creation of juvenile courts, except judges of the superior courts sitting as juvenile court judges and juvenile court judges who are members of local retirement or pension systems created by local law.

O.C.G.A. 47-23-100

47-23-100. "Salary" defined for different classes of members

(a) As used in this article, the term "salary" means:

(1) For superior court judges, the earnable monthly compensation from state funds provided by law for judges of the superior courts on the date the member begins receiving a retirement benefit;

(2) For district attorneys, the earnable monthly compensation from state funds provided by law for district attorneys on the date the member begins receiving a retirement benefit;

(3) For judges and solicitors-general of state courts, the average earnable monthly compensation received as such judge or solicitor-general; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges; and

(4) For juvenile court judges, the average earnable monthly compensation received as such juvenile judge; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges.

(b) The monthly employee contributions made by the employer on behalf of the member under Code Sections 47-23-80, 47-23-81, and 47-23-82 shall be used in the computation of the member's salary for the computation of the member's retirement benefits.

(c) Notwithstanding any provision of this chapter to the contrary, a member's salary shall be subject to limitations set forth in Code Section 47-1-13.

Staff Report

Subject: Reduction of Speed Limit on McCall Road and Blue Jay Road
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: April 5, 2022
Item Description: Resolution to reduce the speed limit to 35 MPH on Blue Jay Road and McCall Road at their new intersection.

Summary Recommendation:
Due to an over abundance of concern about traffic accidents and delays that have occurred since the reconstruction of the intersection was complete late last year, the County solicited the services of a Traffic Engineering firm to study the new, existing condition to determine what could be done to reduce accidents. Among the recommendations is to do a series of speed reductions as traffic approaches the intersection.

Executive Summary/Background:

- On March 15, 2022, The Board of Commissioners voted to reduce the speed limit to 45 mph approaching the area. On March 18, Public Works installed the 45 MPH zone between Hodgeville Road and Low Ground Road.
- The 35 MPH zone would start approximately 1,000 ft. prior to the intersection.
- The speed reductions are to support and enforce a 3-way (All way) stop at the new intersection, per the recommendations of the speed study completed on March 22, 2022.
- The speed reduction to 35 MPH and the 3 way stop will be implemented in phases, including advanced notification via signage and press release, and installation of solar powered lighted signs when they are delivered to the jobsite.

Alternatives for Commission to Consider
1 - Approve the reduction of speed to 35 MPH for a zone 1,000 ft. on both sides of the Intersection of Blue Jay Road and McCall Road, on the newly constructed curve.
2 – Take no action / Deny

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering

Funding Source: Signs are being purchased from Public Works operating supply budget.

Attachments: 1. Maldino and Wilburn traffic study report dated March 22, 2022.

STATE OF GEORGIA

COUNTY OF EFFINGHAM

SPEED ZONE ORDINANCE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

Pursuant to Official Code of Georgia Annotated §40-6-183 concerning Local Authorities' power to alter speed limits, the following ordinance regulating speed limits within the County of Effingham, Georgia is adopted.

Be it ordained that the following speed zone is established:

Blue Jay Road / McCall Road

- **Reduction of speed limit from the existing 45 MPH to 35 MPH at the Blue Jay and McCall roads new intersection**

Signs to be erected by Effingham County.

Be it ordained that any person convicted of a violation of the Ordinance shall be punished as provided by law.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

This Ordinance shall become effective when appropriate signs are erected.

This _____ day of _____, 2022

_____

Wesley M. Corbitt, Chairman
Effingham County Board of Commissioners

ATTEST:

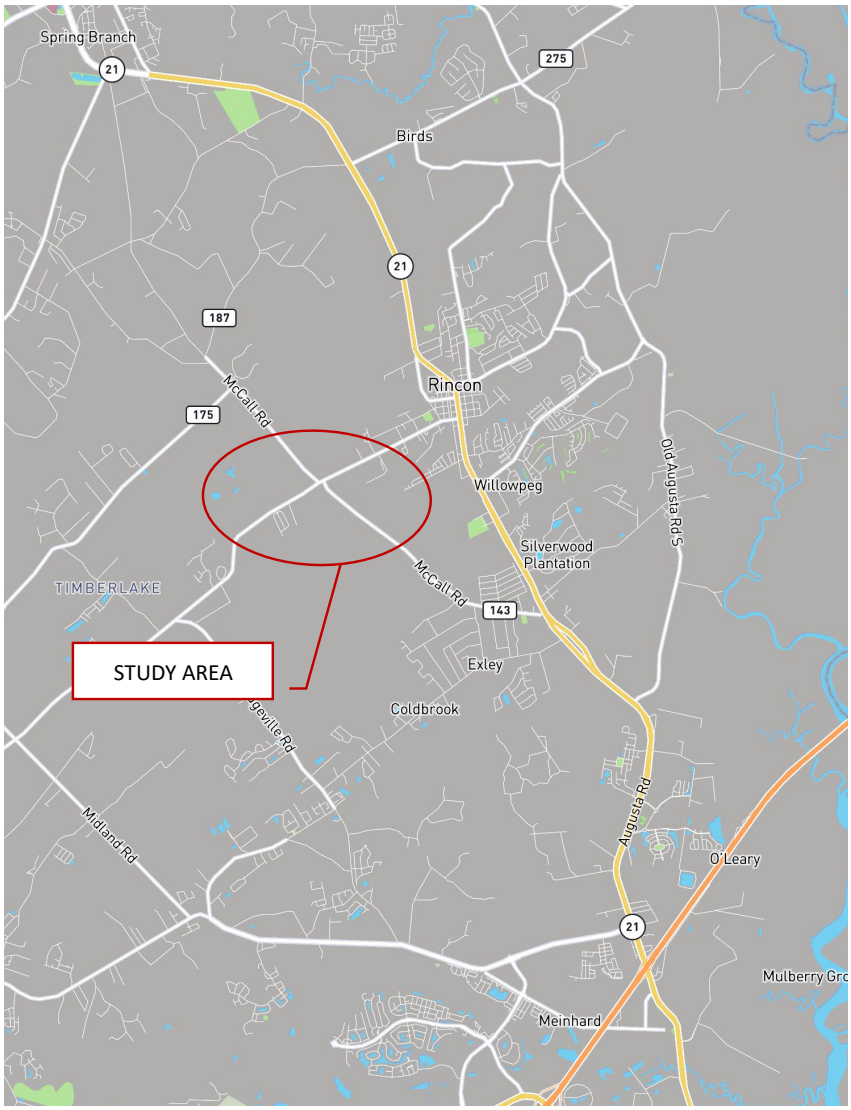
_____

Stephanie D. Johnson, County Clerk

Traffic Operations Study

Blue Jay Rd & McCall Rd

Effingham County, GA



22 March 2022

Maldino and Wilburn, LLC

Traffic Engineering Consultants

Traffic Operations Study

Blue Jay Rd and McCall Rd
Effingham County, GA

Prepared For:

Mr. Timothy Callanan
County Manager
Effingham County
tcallanan@effinghamcounty.org
Mr. Eric Larson
Asistant County Manager
eLarson@effinghamcounty.org

Prepared By:

Vern Wilburn, PE, PTOE
Maldino & Wilburn
1864 Lower Fayetteville Rd
Newnan, GA 30265
770.362.6184
vern@mwtraffic.com

Additional Investigation By:

Mallory Maldino, EIT

Maldino & Wilburn Project No.: 22-11

March 22, 2022

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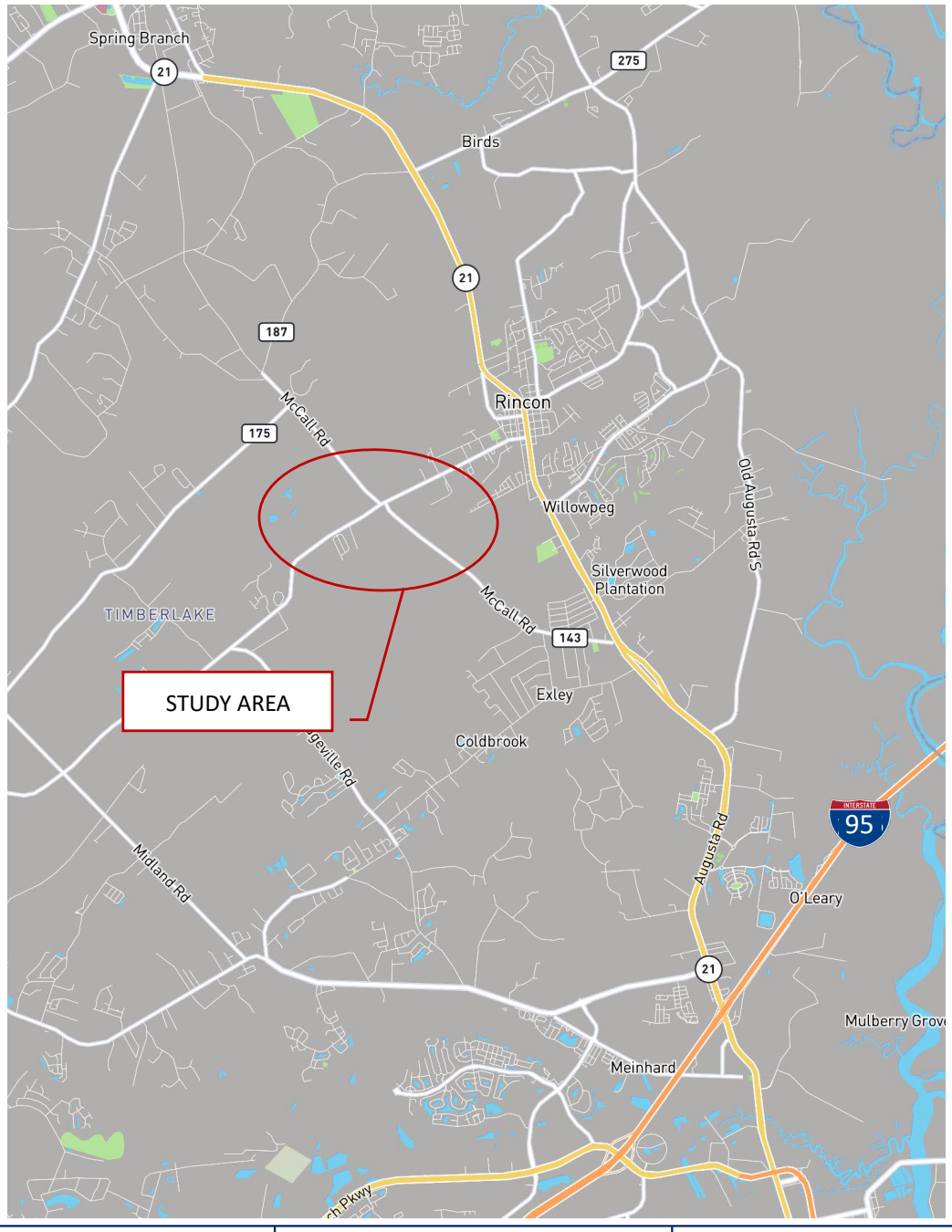
1. Introduction

This study was conducted to evaluate the traffic operations of the intersection of Blue Jay Road and McCall Road. The intersection has recently been reconfigured and crash experience has been greater than expected. This study includes an evaluation of the intersection to identify measures to improve traffic safety and operations. The general location of the intersection is shown in Figure 1.



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Traffic Engineering Consultants

Figure 1:
STUDY LOCATION MAP

N
Not to Scale

Study Area

Figure 2 illustrates how the existing roadways were reconfigured to form the new intersection that is the focus of this study. The construction was completed on January 10, 2022.

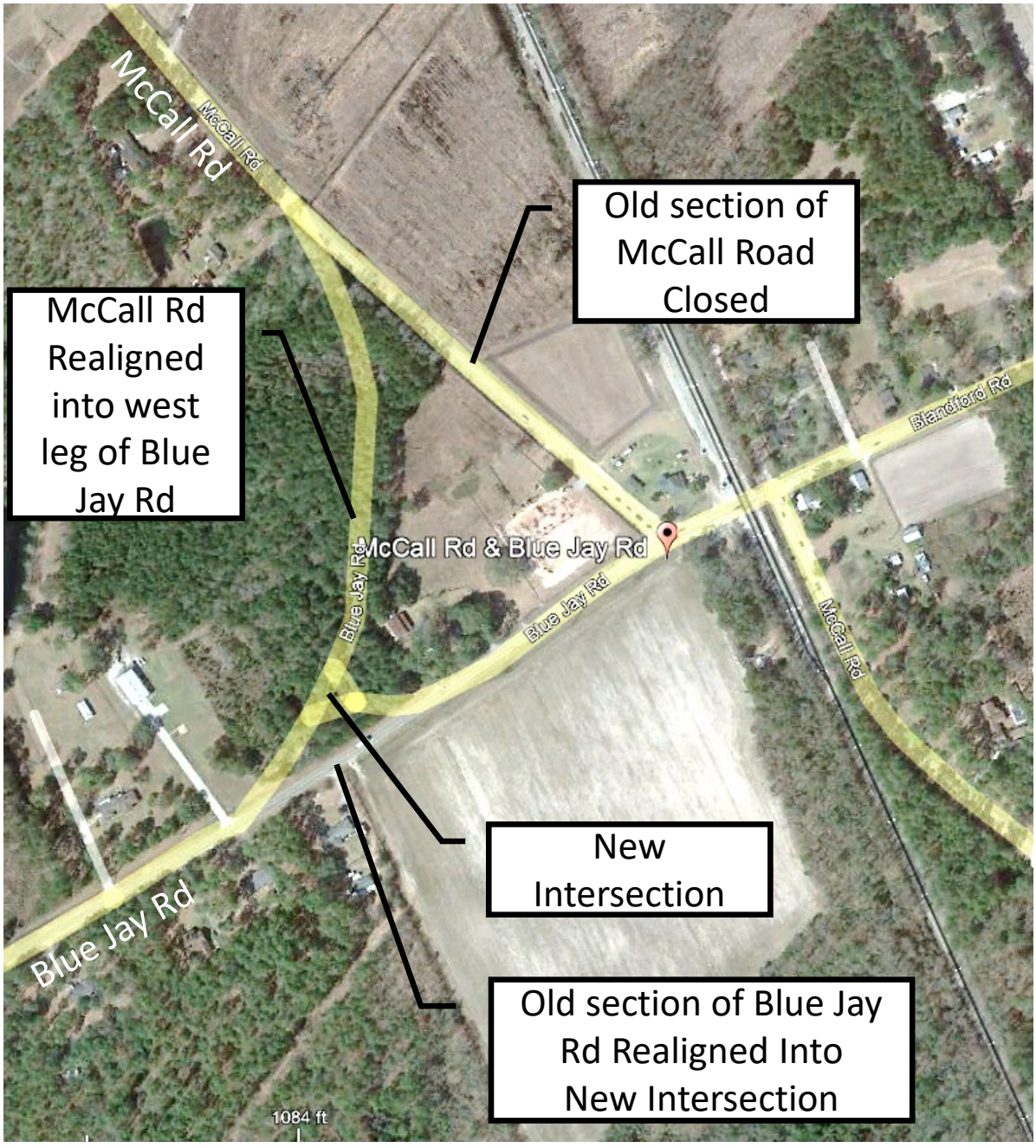

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Figure 2:
STUDY AREA

N
Not to Scale

2. Existing Conditions

This chapter provides a description of the existing roadway geometrics, traffic control, and traffic volumes at the study intersection.

Travel Lanes and Traffic Control

Figure 3 illustrates the intersection configuration resulting from the recent construction project. Since the intersection does not directly align along any cardinal direction, Figure 3 includes assumed directions that will be used in this report.

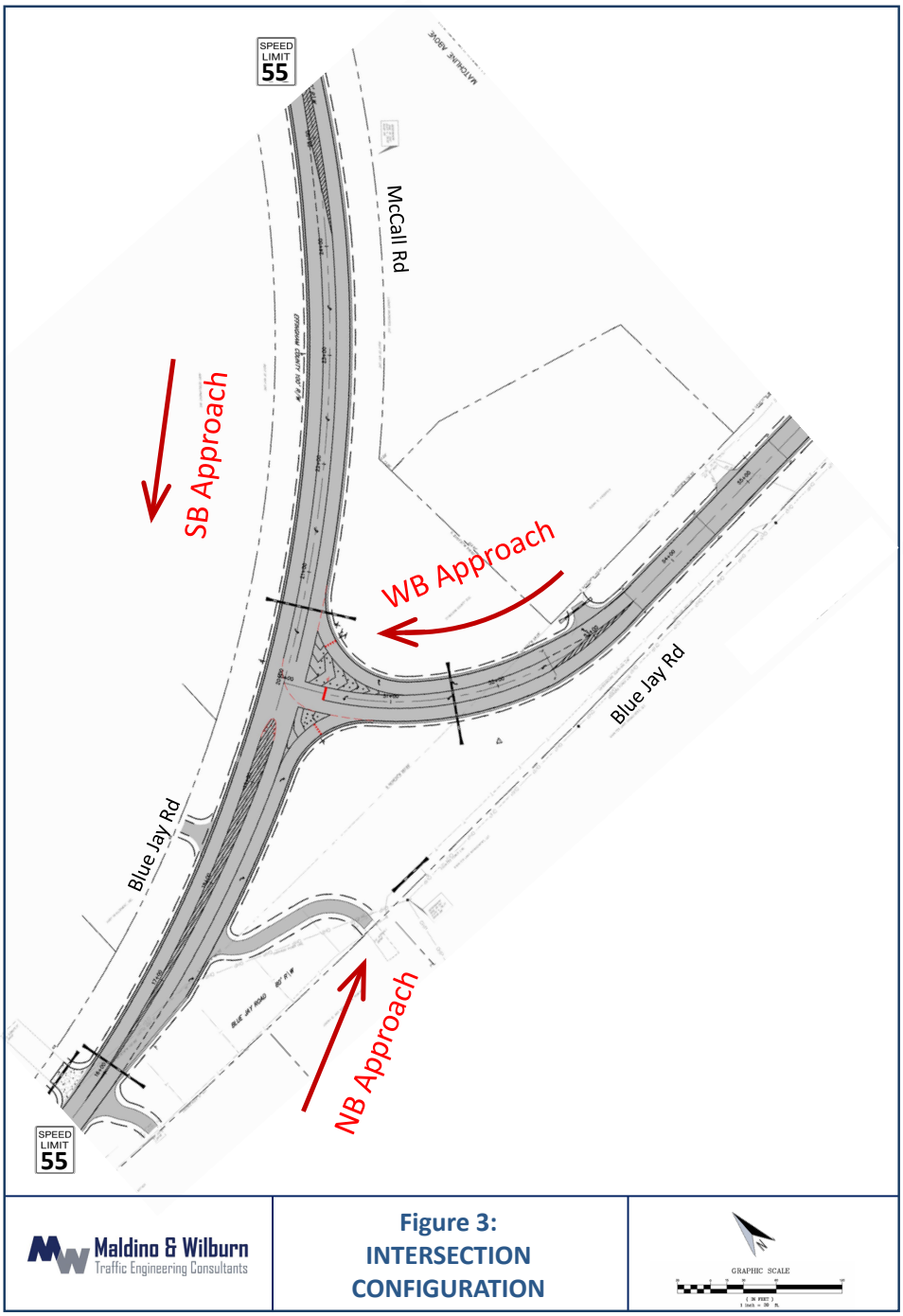

Figure 4 is an excerpt from the signing and marking plan that shows the traffic control that is currently in effect at the intersection.

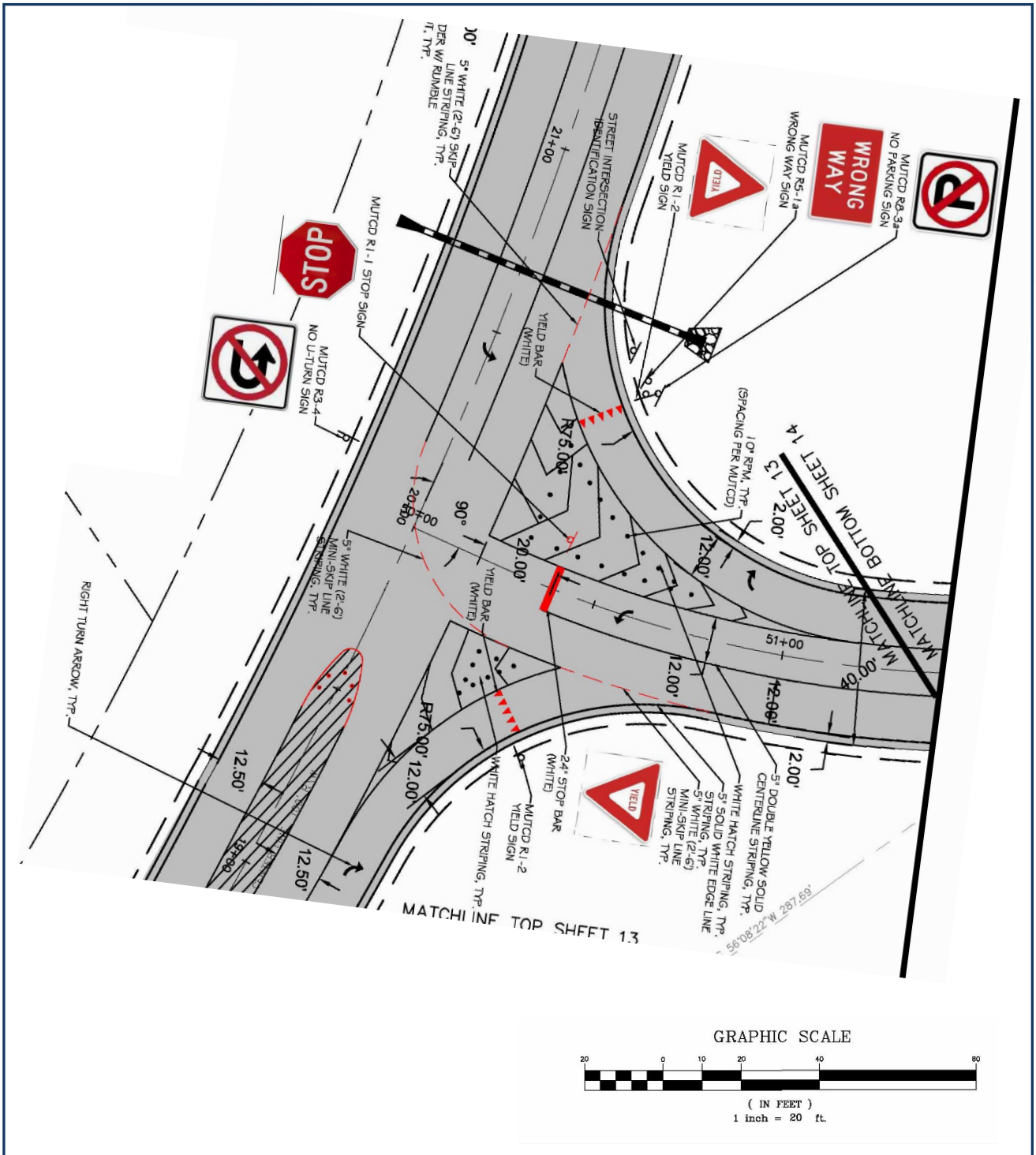

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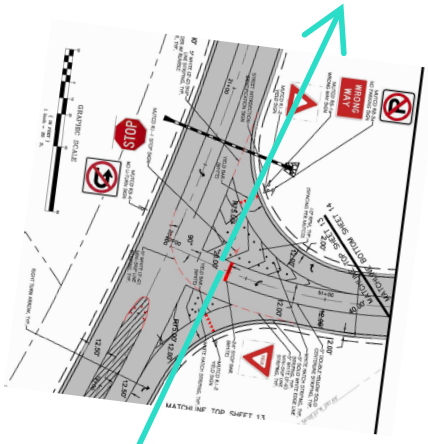
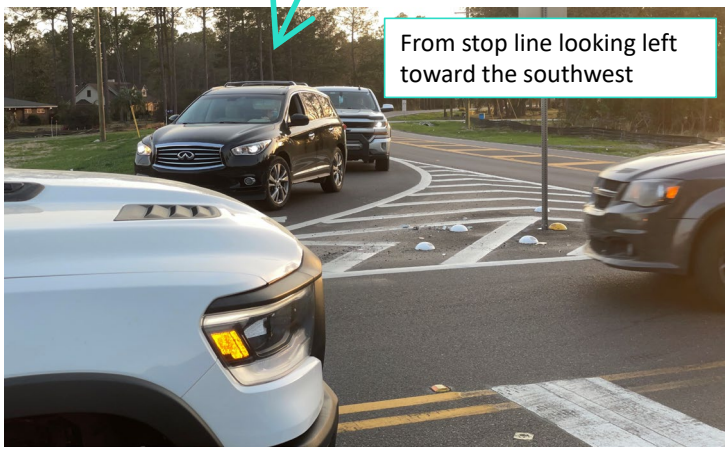
Figure 4:
EXISTING TRAFFIC CONTROL

N

Site Visit

An on-site intersection visit was conducted on March 7, 2022. The traffic engineer was on-site from 2:30 PM until 6:00 PM. This section provides the information gathered. Figure 5 includes photos taken from the driver's perspective while stopped at the stop line.





Maldino & Wilburn Traffic Engineering Consultants

Figure 5: PHOTOS TAKEN FROM STOP LINE

Not to Scale

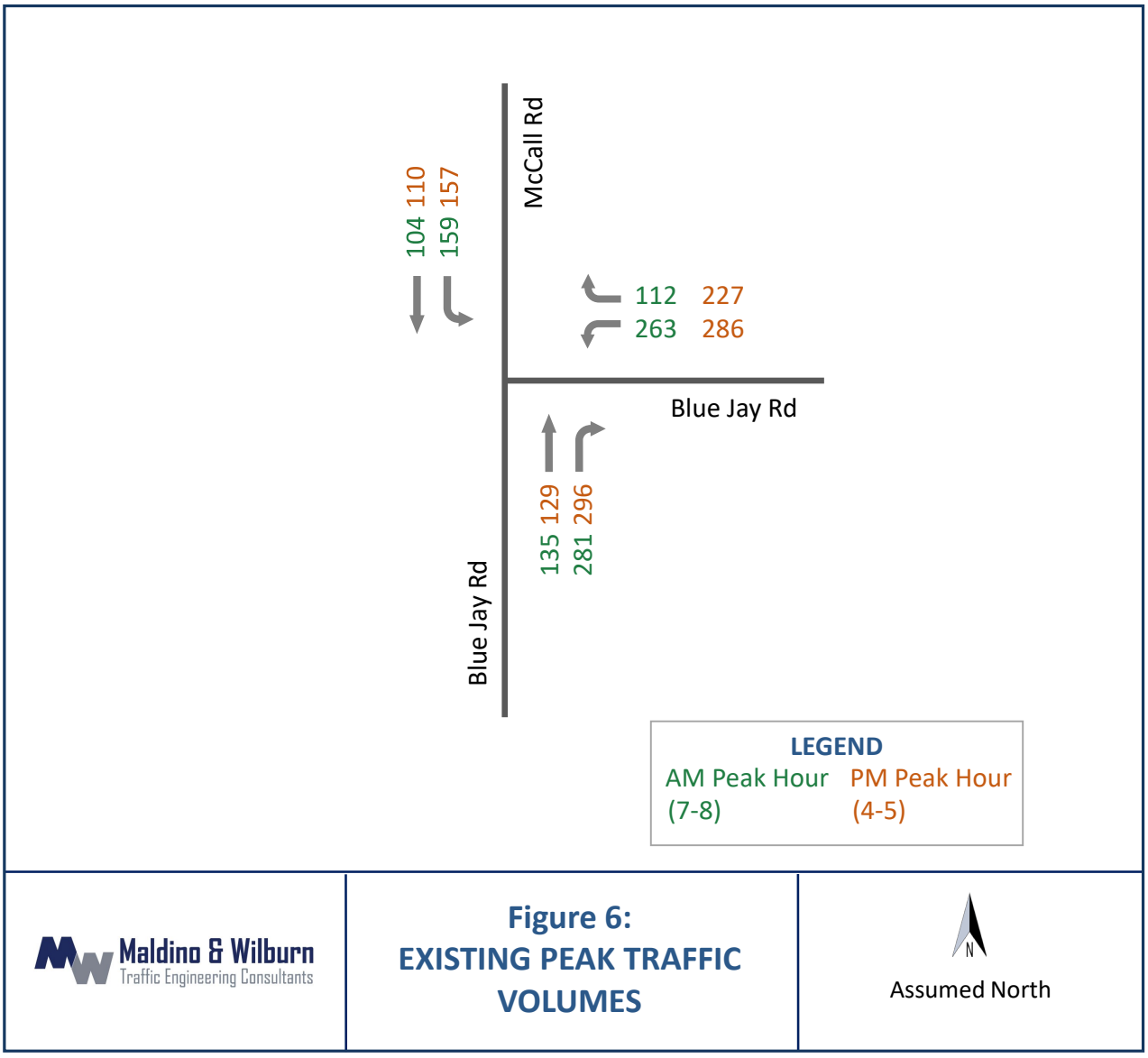
As can be seen from the photos in Figure 5, right-turning vehicles can create sight obstructions for drivers who are stopped, waiting for gaps in the mainline. This is a common issue that exists at many intersections.

The intersection configuration requires slow turning speeds for vehicles turning onto the east leg of Blue Jay Road. Each leg is in a horizontal curve and the mainline is also superelevated. An immediate measure that could be made to improve operations would be to widen the southeast corner. Appendix A contains a drawing that illustrates how the intersection could be widened to separate the right turn on the south leg from the through lane. This would eliminate the sight distance obstruction caused by right turning vehicles blocking the view of oncoming traffic for vehicles stopped at the stop line.

This improvement would eliminate the confusion that drivers currently have regarding which vehicle has the right of way when a southbound left turner and a northbound right turner arrive simultaneously. The improvement would also increase the receiving lane width for the southbound to eastbound left turn, thereby increasing capacity.

Peak Hour Traffic Volumes

Turning movement counts (TMCs) were conducted at the study intersection on Wednesday, March 9, 2022. Figure 6 summarizes the peak hourly volumes at the study intersection. Data reports from the turning movement counts are provided in Appendix B.



Automatic Traffic Recorder (ATR) Counts

Traffic counters were placed on each leg of the intersection to collect directional traffic data for each hour of the day on March 9, 2022. The ATRs measured volume and speed of each vehicle. Data reports from the ATR counts are provided in Appendix C. Table 1 summarizes the existing hourly volume on each approach.

Table 1– EXISTING HOURLY VOLUMES

TIME	NORTHBOUND BLUE JAY RD	SOUTHBOUND McCALL RD	WESTBOUND BLUE JAY RD	TOTAL
Midnight – 1 AM	22	19	21	62
1 – 2 AM	11	15	16	42
2 – 3 AM	8	9	12	29
3 – 4 AM	22	13	17	52
4 - 5 AM	113	16	19	148
5 – 6 AM	220	21	36	277
6 - 7 AM	332	135	175	642
7 – 8 AM	430	243	371	1044
8 – 9 AM	408	159	210	777
9 – 10 AM	335	147	202	684
10 – 11 AM	324	184	250	758
11 – 12 PM	283	165	259	707
12 – 1 PM	306	172	281	759
1 – 2 PM	282	201	370	853
2 – 3 PM	283	214	410	907
3 – 4 PM	306	260	399	965
4 – 5 PM	430	361	479	1270
5 – 6 PM	399	343	502	1244
6 – 7 PM	373	299	389	1061
7 – 8 PM	164	170	288	622
8 – 9 PM	102	132	232	466
9 – 10 PM	72	89	118	279
10 – 11 PM	43	59	96	198
11 - Midnight	21	32	39	92
TOTAL	5289	3458	5191	13,938

Existing Operating Speeds

The observed operating speeds are summarized in Table 2.

Table 2 – OBSERVED OPERATING SPEEDS

MOVEMENT	85th PERCENTILE (MPH)	10 MPH PACE	% EXCEEDING 55 MPH
Northbound Approach on Blue Jay Rd	52	41-50	5.5
Southbound Approach on McCall Rd	54	46-55	13.7
Westbound Approach on Blue Jay Rd	39	31-40	0

3. Capacity Analysis

Capacity analysis was performed for the intersection using *Synchro 10* software by Trafficware. The results of intersection capacity analyses are reported in terms of level of service (LOS), which is a function of average delay per vehicle, in seconds. The LOS scales according to the *Highway Capacity Manual* (HCM) are shown in Table 3.

Table 3 – HCM LEVEL OF SERVICE SCALES

LEVEL OF SERVICE	AVERAGE DELAY PER VEHICLE (SECONDS)	
	WITH STOP CONTROL	WITH SIGNAL CONTROL
A	≤10.0	≤10.0
B	10.1 to 15.0	10.1 to 20.0
C	15.1 to 25.0	20.1 to 35.0
D	25.1 to 35.0	35.1 to 55.0
E	35.1 to 50.0	55.1 to 80.0
F	>50.0	>80.0

Level of Service E is generally considered to be the limit of acceptable operations. While the LOS scale is similar to the grading scales used in schools, it is different in that LOS D is generally considered as good operation.

Capacity Analysis Results, Side-Street Stop Control

The capacity analysis results for the intersection, which is currently operating under Side-Street Stop Control (SSSC), are summarized in Table 4. Capacity analysis reports from the Synchro Program for the existing conditions are included in Appendix D.

Table 4 – CAPACITY ANALYSIS RESULTS, EXISTING CONDITIONS

MOVEMENT	AM PEAK HOUR	PM PEAK HOUR
SB Left Turn from Main-Line (McCall Rd)	A (7.9)	A (7.9)
WB Left Turn from Side Rd (Blue Jay Rd)	F (74.7)	E (39.3)
WB Right Turn from Side Rd (Blue Jay Rd)	A (0.7)	B (10.4)

The results above indicate that the left turn movement from the east leg of Blue Jay Road to the south leg of Blue Jay Road operates with a poor level of service (LOS) F during the AM Peak Hour and LOS E during the PM Peak Hour.

Capacity Analysis Results, All-Way Stop Control

Since the side street left turn operates poorly under SSSC and since the side street left turn volume is higher than the through movements along the mainline, capacity analysis was conducted to estimate how the intersection would operate if it was converted to All-Way Stop Control (AWSC). The results are summarized in Table 5. Capacity analysis reports from the Synchro Program for AWSC are included in Appendix E.

Table 5 – CAPACITY ANALYSIS RESULTS, ALL-WAY STOP CONTROL

MOVEMENT	AM PEAK HOUR	PM PEAK HOUR
SB Left Approach from McCall R)	B (13.8)	B (13.5)
NB Approach from Blue Jay Rd	B (14.8)	B (14.8)
WB Approach from Blue Jay Rd	C (23.3)	C (16.9)
Overall Intersection	C (18)	C (15.4)

The results shown above indicate that the intersection would operate at LOS C or better with AWSC.

Capacity Analysis Results, Signal Control

Capacity analysis was also used to estimate how the intersection would operate with signal control. The results are summarized in Table 6. Capacity analysis reports from the Synchro Program for the Signal Control Condition are included in Appendix F.

Table 6 – CAPACITY ANALYSIS RESULTS, SIGNAL CONTROL

MOVEMENT	AM PEAK HOUR	PM PEAK HOUR
SB Left Approach from McCall R)	B (11.2)	B (10.6)
NB Approach from Blue Jay Rd	A (5.4)	A (5.1)
WB Approach from Blue Jay Rd	A (9.9)	A (7.7)
Overall Intersection	A (8.6)	A (7.4)

The results shown above indicate that the intersection would operate at LOS B or better with Signal Control. By comparing the results shown in Table 5 (All-Way Stop Control) to Table 6 (Signal Control), it is apparent that Traffic Signal Control will provide improved operation on every approach, especially westbound. The overall delay will decrease by 17.4 seconds per vehicle during the AM Peak Hour and 8 seconds per second per vehicle during the PM Peak Hour.

4. Traffic Signal Warrant Analysis

The previous chapter indicated that benefits would result from converting the intersection from Side-Street Stop-Control (SSSC) to All-Way Stop Control (AWSC). Furthermore, the intersection would operate even better with signal control. This chapter contains warrant analyses to determine the extent to which these alternative types of traffic control are warranted.

Warrant analyses were conducted in accordance with the requirements of the *Manual on Uniform Traffic Control Devices*, 2009 (MUTCD) published by the Federal Highway Administration.

According to the MUTCD, the investigation of the need for traffic signal control shall include an analysis of the applicable factors contained in the following traffic signal warrants and other factors related to existing operation and safety at the study intersection:

- Warrant 1 – Eight-Hour Vehicular Volume
- Warrant 2 – Four-Hour Vehicular Volume
- Warrant 3 – Peak Hour
- Warrant 4 – Pedestrian Volume
- Warrant 5 – School Crossing
- Warrant 6 – Coordinated Signal System
- Warrant 7 – Crash Experience
- Warrant 8 – Roadway Network

Warrants 1 through 3 are relevant for the conditions in this study and possibly Warrant 7 (Crash Experience). The crash reports for the period between January 10, 2022 (When the new intersection was substantially complete) and March 4, 2022 were obtained. Copies of the accident reports are included in Appendix G.

Crash Experience

Figure 7 is a collision diagram for all crashes reported after the new intersection was completed. There were nine (9) crashes, and all involved the left turn from the north leg of Blue Jay Road turning to the east leg of Blue Jay Road. These crashes may not be fully correctible with signalization unless the left turn is operated as 'Protected Only'. Several drivers indicated being distracted by the presence of other conflicting vehicles, so signalization may correct some of the crashes. Since the data is only for about a two (2) month period, it is felt that Warrant 7 is satisfied.

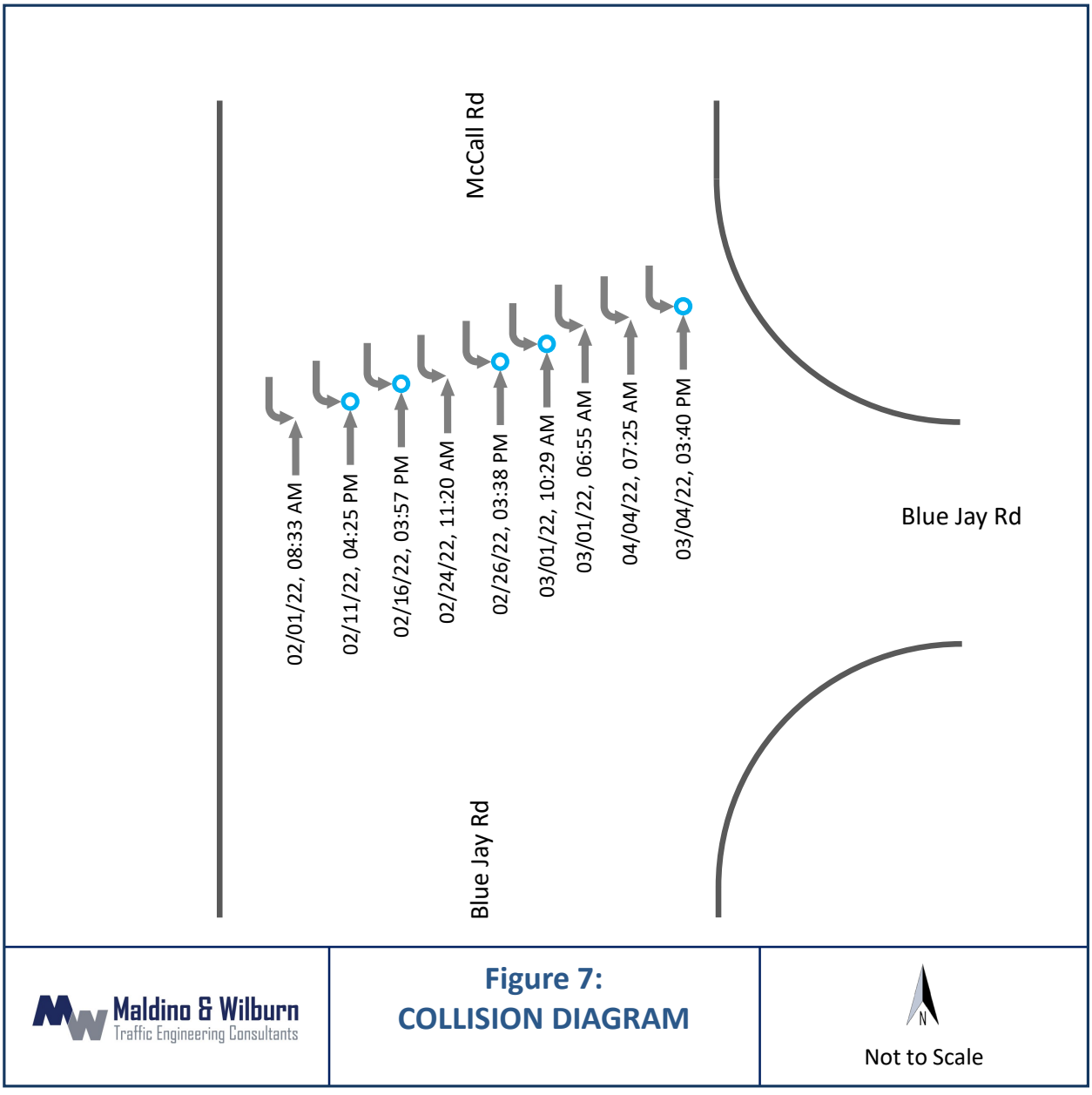


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Figure 7:
COLLISION DIAGRAM

Hourly Turning Movement Volumes

Turning movement counts were conducted for a 10-Hour period on March 9, 2022, for use in conducting the warrant analysis. Table 7 summarizes the 10-Hour TMC data.

Table 7– EXISTING HOURLY TURNING VOLUMES

TIME	NORTHBOUND BLUE JAY RD		SOUTHBOUND McCALL RD		WESTBOUND BLUE JAY RD	
	Thru	Right	Left	Thru	Left	Right
7 – 8 AM	135	281	159	104	263	112
8 – 9 AM	81	241	173	82	138	70
9 – 10 AM	74	198	136	61	130	82
10 – 11 AM	77	169	142	62	150	107
11 – 12 PM	57	161	124	62	158	106
12 – 1 PM	65	193	152	50	187	111
1 – 2 PM	62	160	104	54	233	141
2 – 3 PM	75	174	119	68	261	166
3 – 4 PM	97	202	133	83	246	171
4 – 5 PM	129	296	157	110	286	227

Traffic Signal Warrant Analysis Results

The traffic signal warrant analysis was facilitated using a spreadsheet application developed by Spack Academy. The results of the warrant analysis using the existing traffic volumes are summarized in Table 8. The warrant analysis report is included in Appendix G.

Table 8– WARRANT ANALYSIS RESULTS

WARRANT	HOURS REQUIRED	HOURS MET	WARRANTED
1 – Eight Hour	8	8	Yes
2 – Four Hour	4	10	Yes
3 – Peak Hour	1	5	Yes
7 – Crash Experience	5	7	Yes
All-Way Stop	8	10	Yes

The results in the table above indicate that all warrants evaluated (1,2,3, and 7) are satisfied. The warranting condition for All-Way Stop Control is also met.

5. Summary of Findings

The following summarizes the findings of the traffic study:

1. During an on-site review of the intersection operation, it was observed that drivers had uncertainty about which vehicle had the right of way. This involved the southbound left turn movement and the northbound right turn movement.

2. The on-site review also indicated that intersection sight distance, for the drivers at the stop line, was obscured by right turning vehicles. This issue is typically at many intersections and in itself is not cause for concern.

3. Items No. 1 and 2 above could be rectified by improving the right turn lane geometrics as shown in Appendix A.

4. The intersection currently operates with Side-Street Stop Control (SSSC). The current operation provides LOS F during the AM Peak Hour and LOS E during the PM Peak Hour. These are the levels of service for the westbound left turn movement.

5. There have been nine (9) reported crashes at the intersection since it was substantially complete in a two-month period. All crashes involve southbound left turning vehicles being struck by northbound through vehicles.

6. With All-Way Stop Control (AWSC), the intersection would have LOS C or better for all approaches.

7. The intersection would operate at LOS B or better with Traffic Signal Control.

8. The 85th percentile speeds observed at the intersection were 52 MPH northbound, 54 MPH southbound, and 39 MPH westbound. These were measured approximately 1,000 feet in advance of the intersection.

9. Warrants for All-Way Stop Control and Signal Control were satisfied.

6. Recommendations

The following summarizes the recommendations of the traffic study engineer:

1. Install All-Way Stop Control as soon as possible. In conjunction with this change it is recommended that the speed limit be reduced incrementally to 45 MPH and 35 MPH on the northbound and southbound approaches to the intersection. The recommended changes are schematically illustrated in Figure 8 on the following page.

2. Traffic signal plans should be developed for the intersection as soon as possible.

3. Procurement of the traffic signal installation should be initiated while the intersection is being evaluated under All-Way Stop-Control.

4. During the observation period, a decision can be made concerning the need to improve the right turn lane along Blue Jay Road eastbound.

5. It has been suggested that the old section of McCall Road be reopened. This is not recommended. The only benefit of reopening this road would be that westbound traffic on Blue Jay Road that desires to go north could bypass the queues on Blue Jay Road. After the recommended changes, the queues are expected to be substantially reduced.

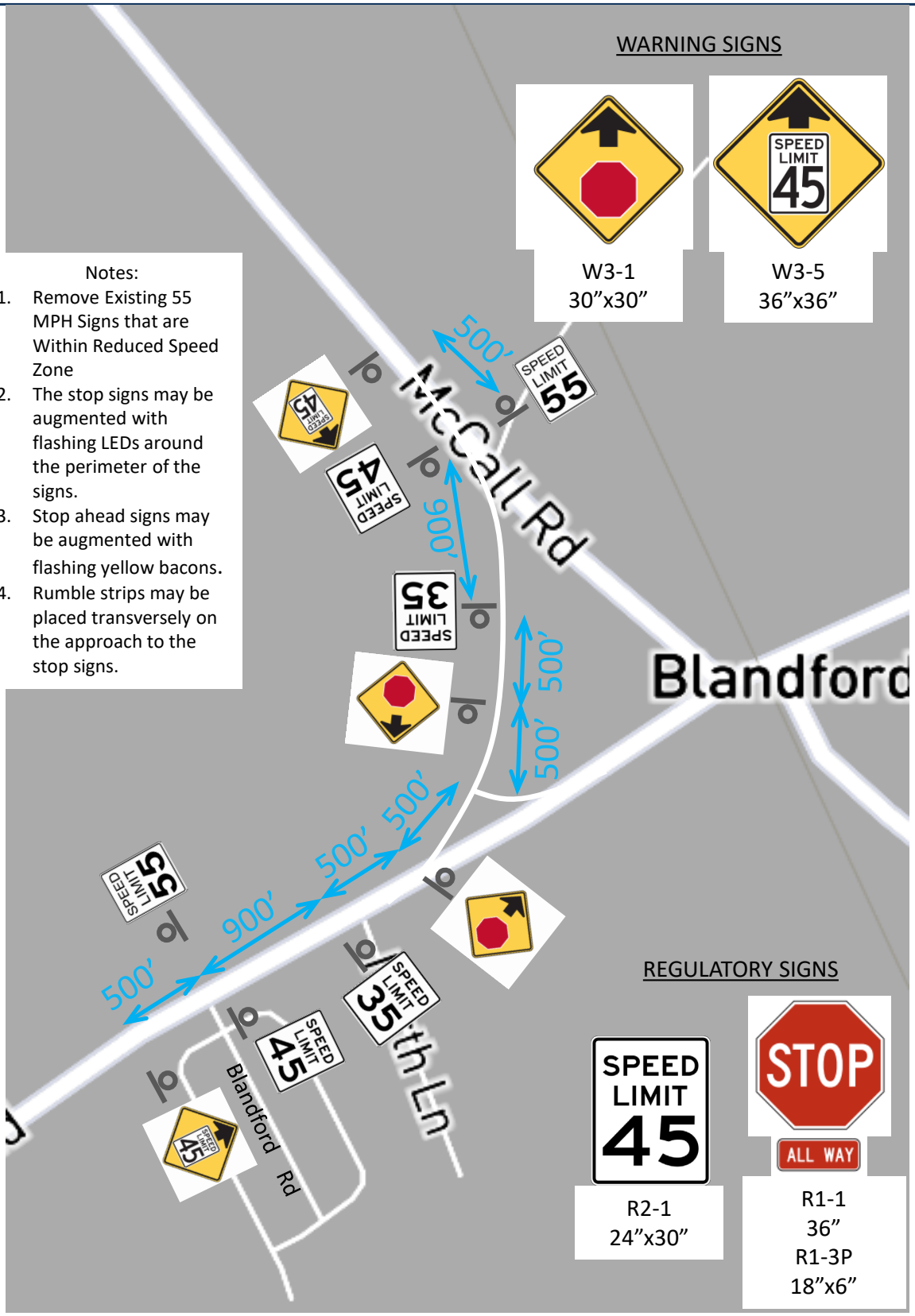

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Figure 8:
RECOMMENDED CHANGES IN TRAFFIC CONTROL

Not to Scale

Appendices

A. Potential Intersection Improvement, NB Right Turn Lane

B. Turning Movement Count Data

C. ATR Count Data

D. Capacity Analysis Reports, Existing Conditions

E. Capacity Analysis Reports, All-Way Stop Control

F. Capacity Analysis Reports, Signal Control

G. Accident Reports

H. Signal Warrant Analysis Report

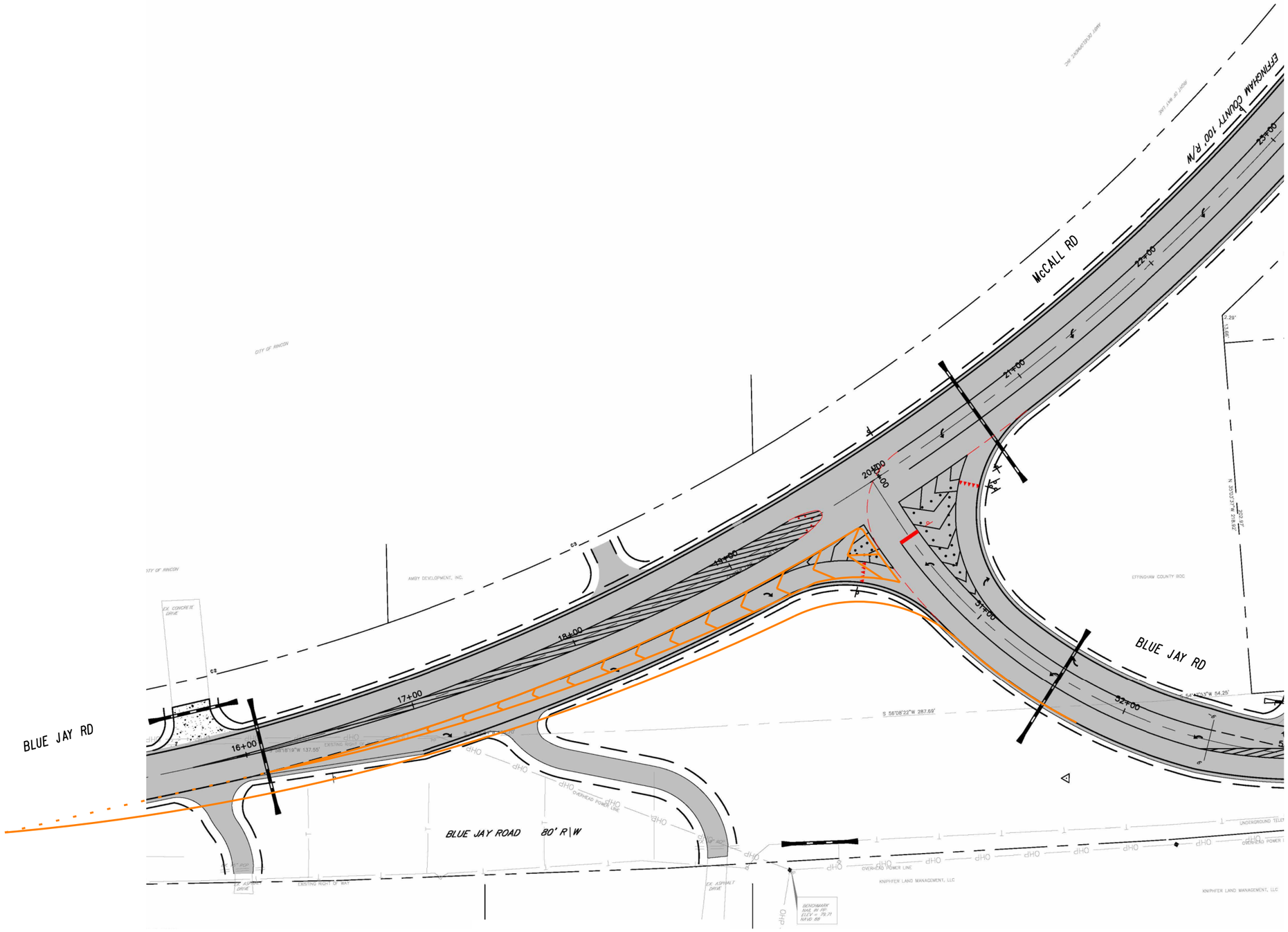
Appendix A

Potential Intersection Improvement, NB Right Turn Lane

3/11/2022 2:14:43 PM
USER: Vern

V8I-GDOT WORKSPACE
M_W_GDOT_PENTABLE.tbl

C:\Projects\22-11 Blue Jay and McCall\Cadd\00000001mprjust rt.dgn



LEGEND

IMPROVED RIGHT TURN LANE

Maldino & Wilburn
Traffic Engineering Consultants
A Woman-Owned Business
1864 Lower Fayetteville Rd, Newnan, GA 30265
770.362.6184

SCALE IN FEET
0 30 60 120

REVISION DATES

POTENTIAL IMPROVEMENTS
BLUE JAY RD AND MCCALL RD

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	2/11/22

DRAWING 186

10/23/2015 GPLN

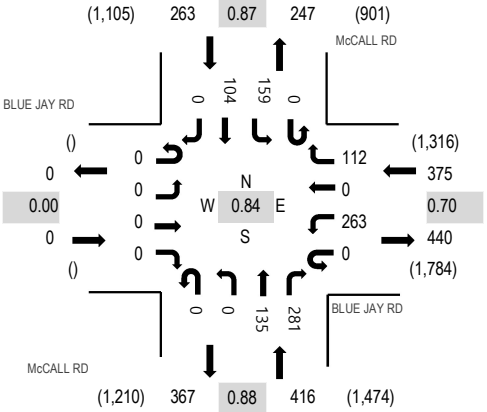
Appendix B

Turning Movement Count Data

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

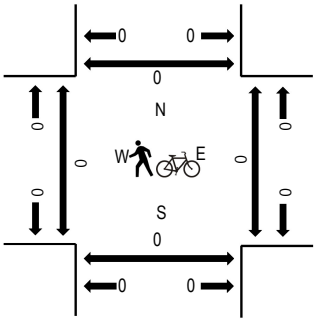
Location: 1 McCALL RD & BLUE JAY RD AM
Date: Wednesday, March 9, 2022
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:15 AM - 07:30 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	BLUE JAY RD Eastbound				BLUE JAY RD Westbound				McCALL RD Northbound				McCALL RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	65	0	24	0	0	43	75	0	41	30	0	278	1,054	0	0	0	0
7:15 AM	0	0	0	0	0	93	0	40	0	0	32	73	0	50	26	0	314	968	0	0	0	0
7:30 AM	0	0	0	0	0	59	0	24	0	0	34	72	0	36	29	0	254	868	0	0	0	0
7:45 AM	0	0	0	0	0	46	0	24	0	0	26	61	0	32	19	0	208	821	0	0	0	0
8:00 AM	0	0	0	0	0	39	0	22	0	0	21	45	0	42	23	0	192	785	0	0	0	0
8:15 AM	0	0	0	0	0	32	0	13	0	0	28	71	0	44	26	0	214	756	0	0	0	0
8:30 AM	0	0	0	0	0	29	0	18	0	0	19	76	0	46	19	0	207	708	0	0	0	0
8:45 AM	0	0	0	0	0	38	0	17	0	0	13	49	0	41	14	0	172	679	0	0	0	0
9:00 AM	0	0	0	0	0	29	0	25	0	0	20	37	0	35	17	0	163	681	0	0	0	0
9:15 AM	0	0	0	0	0	34	0	20	0	0	14	45	0	33	20	0	166	678	0	0	0	0
9:30 AM	0	0	0	0	0	32	0	17	0	0	20	62	0	32	15	0	178	716	0	0	0	0
9:45 AM	0	0	0	0	0	35	0	20	0	0	20	54	0	36	9	0	174	714	0	0	0	0
10:00 AM	0	0	0	0	0	34	0	17	0	0	16	40	0	43	10	0	160	707	0	0	0	0
10:15 AM	0	0	0	0	0	32	0	25	0	0	33	55	0	37	22	0	204	719	0	0	0	0
10:30 AM	0	0	0	0	0	41	0	32	0	0	15	37	0	34	17	0	176	671	0	0	0	0
10:45 AM	0	0	0	0	0	43	0	33	0	0	13	37	0	28	13	0	167	664	0	0	0	0
11:00 AM	0	0	0	0	0	43	0	29	0	0	14	37	0	33	16	0	172	668	0	0	0	0
11:15 AM	0	0	0	0	0	27	0	16	0	0	21	47	0	36	9	0	156		0	0	0	0
11:30 AM	0	0	0	0	0	43	0	30	0	0	14	43	0	21	18	0	169		0	0	0	0
11:45 AM	0	0	0	0	0	45	0	31	0	0	8	34	0	34	19	0	171		0	0	0	0

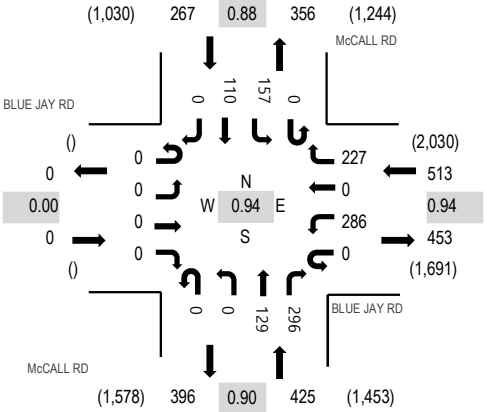
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Lights	0	0	0	0	0	258	0	108	0	0	125	276	0	155	103	0	1,025
Mediums	0	0	0	0	0	5	0	4	0	0	10	4	0	4	1	0	28
Total	0	0	0	0	0	263	0	112	0	0	135	281	0	159	104	0	1,054

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

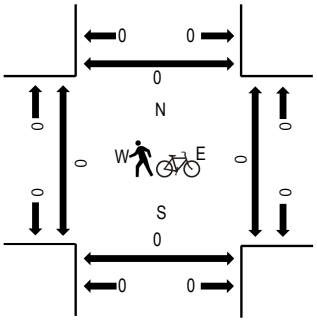
Location: 1 McCALL RD & BLUE JAY RD Noon
Date: Wednesday, March 9, 2022
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	BLUE JAY RD Eastbound				BLUE JAY RD Westbound				McCALL RD Northbound				McCALL RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
12:00 PM	0	0	0	0	0	50	0	32	0	0	14	50	0	31	10	0	187	758	0	0	0	0
12:15 PM	0	0	0	0	0	42	0	20	0	0	18	49	0	29	18	0	176	746	0	0	0	0
12:30 PM	0	0	0	0	0	49	0	30	0	0	17	55	0	36	8	0	195	779	0	0	0	0
12:45 PM	0	0	0	0	0	46	0	29	0	0	16	39	0	56	14	0	200	800	0	0	0	0
1:00 PM	0	0	0	0	0	56	0	28	0	0	17	35	0	31	8	0	175	755	0	0	0	0
1:15 PM	0	0	0	0	0	68	0	43	0	0	19	35	0	22	22	0	209	784	0	0	0	0
1:30 PM	0	0	0	0	1	62	0	41	0	0	15	57	0	28	12	0	216	780	0	0	0	0
1:45 PM	0	0	0	0	0	47	0	29	0	0	11	33	0	23	12	0	155	788	0	0	0	0
2:00 PM	0	0	0	0	0	50	0	35	0	0	23	53	0	30	13	0	204	863	0	0	0	0
2:15 PM	0	0	0	0	0	69	0	35	0	0	13	41	0	29	18	0	205	879	0	0	0	0
2:30 PM	0	0	0	0	0	72	0	42	0	0	20	38	0	33	19	0	224	902	0	0	0	0
2:45 PM	0	0	0	0	0	70	0	54	0	0	19	42	0	27	18	0	230	906	0	0	0	0
3:00 PM	0	0	0	0	0	61	0	46	0	0	19	55	0	23	16	0	220	932	0	0	0	0
3:15 PM	0	0	0	0	0	62	0	37	0	0	27	47	0	39	16	0	228	1,022	0	0	0	0
3:30 PM	0	0	0	0	0	72	0	39	0	0	23	52	0	27	15	0	228	1,079	0	0	0	0
3:45 PM	0	0	0	0	0	51	0	49	0	0	28	48	0	44	36	0	256	1,173	0	0	0	0
4:00 PM	0	0	0	0	0	67	0	70	0	0	24	76	0	32	41	0	310	1,205	0	0	0	0
4:15 PM	0	0	0	0	0	64	0	51	0	0	38	73	0	35	24	0	285		0	0	0	0
4:30 PM	0	0	0	0	0	78	0	57	0	0	41	77	0	48	21	0	322		0	0	0	0
4:45 PM	0	0	0	0	0	77	0	49	0	0	26	70	0	42	24	0	288		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	0	0	0	0	2	0	1	3	0	7
Lights	0	0	0	0	0	281	0	225	0	0	128	288	0	152	101	0	1,175
Mediums	0	0	0	0	0	4	0	2	0	0	1	6	0	4	6	0	23
Total	0	0	0	0	0	286	0	227	0	0	129	296	0	157	110	0	1,205

Appendix C

ATR Count Data

All Traffic Data Services

www.alltrafficdata.net

Site Code: 1
Station ID: 1
McCALL RD N.O BLUE JAY RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
03/09/22	0	0	0	0	0	0	2	0	0	1	2	0	0	0	5
00:15	0	0	0	0	0	0	1	2	2	0	0	0	0	0	5
00:30	0	0	0	0	0	0	0	3	0	0	0	0	0	0	3
00:45	0	0	0	0	0	1	2	2	1	0	0	0	0	0	6
	0	0	0	0	0	1	5	7	3	1	2	0	0	0	19
01:00	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3
01:15	0	0	0	0	0	1	1	3	2	0	0	0	0	0	7
01:30	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
01:45	0	0	0	0	0	0	0	0	1	2	0	0	0	0	3
	0	0	0	0	0	1	4	4	4	2	0	0	0	0	15
02:00	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
02:15	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
02:30	0	0	0	0	1	0	0	0	1	0	1	0	0	0	3
02:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	1	2	2	1	2	0	1	0	0	0	9
03:00	0	0	0	0	0	0	2	1	1	0	0	0	0	0	4
03:15	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3
03:30	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
03:45	0	0	0	0	1	0	1	1	0	1	0	0	0	0	4
	0	0	0	0	1	0	3	5	3	1	0	0	0	0	13
04:00	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
04:15	1	0	0	0	0	0	1	2	1	0	0	0	0	0	5
04:30	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2
04:45	0	0	0	0	0	0	1	2	2	0	0	0	1	0	6
	2	0	0	0	0	0	3	5	5	0	0	0	1	0	16
05:00	0	0	0	0	0	0	0	0	2	1	0	0	0	0	3
05:15	0	0	0	0	0	0	0	2	2	2	0	0	0	0	6
05:30	0	0	0	0	0	0	1	3	0	0	1	0	0	0	5
05:45	0	0	0	0	0	0	1	2	3	0	1	0	0	0	7
	0	0	0	0	0	0	2	7	7	3	2	0	0	0	21
06:00	0	0	0	0	0	0	1	4	3	1	0	0	0	0	9
06:15	0	0	0	0	0	0	3	4	7	2	0	0	0	0	16
06:30	0	0	0	0	0	3	2	13	15	5	1	0	0	0	39
06:45	4	0	0	0	1	3	8	19	28	7	1	0	0	0	71
	4	0	0	0	1	6	14	40	53	15	2	0	0	0	135
07:00	1	0	0	0	0	0	5	18	20	5	0	0	0	0	49
07:15	5	0	0	0	1	5	10	28	26	8	0	0	0	0	83
07:30	3	0	0	2	2	5	10	15	15	5	0	0	0	0	57
07:45	3	0	0	0	0	3	6	21	15	4	2	0	0	0	54
	12	0	0	2	3	13	31	82	76	22	2	0	0	0	243
08:00	1	0	0	0	0	5	8	14	10	4	0	0	0	0	42
08:15	2	0	0	0	1	0	10	13	11	4	0	0	0	0	41
08:30	1	0	0	0	2	1	9	13	16	3	0	0	0	0	45
08:45	0	0	0	0	0	3	8	14	5	1	0	0	0	0	31
	4	0	0	0	3	9	35	54	42	12	0	0	0	0	159
09:00	3	0	0	0	0	0	10	16	10	2	0	0	0	0	41
09:15	2	0	0	1	1	8	7	16	4	1	0	0	0	0	40
09:30	2	0	0	0	0	5	12	6	4	3	0	0	0	0	32
09:45	1	0	0	0	0	2	4	16	10	0	1	0	0	0	34
	8	0	0	1	1	15	33	54	28	6	1	0	0	0	147
10:00	0	0	0	0	0	1	11	21	7	3	0	0	0	0	43
10:15	4	0	0	0	0	2	10	9	4	2	0	0	0	0	31
10:30	1	0	0	0	0	0	23	25	9	5	0	0	0	0	63
10:45	1	0	0	0	2	5	9	19	7	3	1	0	0	0	47
	6	0	0	0	2	8	53	74	27	13	1	0	0	0	184
11:00	0	0	0	1	3	6	11	17	4	3	0	0	0	0	45
11:15	0	0	0	0	1	4	9	16	10	2	1	0	0	0	43
11:30	2	0	0	0	0	2	5	15	10	1	0	0	0	0	35
11:45	0	0	0	0	0	3	9	23	5	2	0	0	0	0	42
	2	0	0	1	4	15	34	71	29	8	1	0	0	0	165
Total	38	0	0	4	16	70	219	404	279	83	12	0	1	0	1126

All Traffic Data Services

www.alltrafficdata.net

Site Code: 1
Station ID: 1
McCALL RD N.O BLUE JAY RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	2	0	0	0	0	4	10	16	9	1	1	0	0	0	43
12:15	1	0	0	0	0	1	15	16	10	3	0	0	0	0	46
12:30	0	0	0	0	0	1	9	18	8	1	0	0	0	0	37
12:45	0	0	0	0	0	5	16	14	9	2	0	0	0	0	46
	3	0	0	0	0	11	50	64	36	7	1	0	0	0	172
13:00	0	0	0	1	0	9	15	12	8	0	0	0	0	0	45
13:15	0	0	0	0	0	6	13	13	12	4	0	0	0	0	48
13:30	2	0	0	0	0	7	16	16	13	2	1	0	0	0	57
13:45	0	0	0	0	0	4	22	12	8	5	0	0	0	0	51
	2	0	0	1	0	26	66	53	41	11	1	0	0	0	201
14:00	1	0	0	0	0	3	11	14	11	2	1	0	0	0	43
14:15	1	0	0	1	0	6	19	19	14	1	0	0	0	0	61
14:30	0	0	0	0	1	4	5	22	8	6	0	1	0	0	47
14:45	1	0	0	0	0	5	15	30	9	3	0	0	0	0	63
	3	0	0	1	1	18	50	85	42	12	1	1	0	0	214
15:00	1	0	0	0	0	3	16	30	16	3	0	0	0	0	69
15:15	4	0	0	0	0	2	10	34	13	2	0	0	0	0	65
15:30	0	0	0	0	0	5	19	21	17	2	0	0	0	0	64
15:45	3	0	0	1	5	8	8	22	12	3	0	0	0	0	62
	8	0	0	1	5	18	53	107	58	10	0	0	0	0	260
16:00	1	0	0	1	2	5	16	28	26	3	2	0	0	0	84
16:15	2	0	0	0	0	2	21	36	17	6	1	0	0	0	85
16:30	3	0	0	0	2	6	14	30	36	6	1	0	0	0	98
16:45	2	0	0	0	0	8	12	24	36	11	1	0	0	0	94
	8	0	0	1	4	21	63	118	115	26	5	0	0	0	361
17:00	2	0	0	0	0	2	18	26	22	2	1	0	0	0	73
17:15	3	0	0	0	0	4	15	40	34	10	0	0	0	0	106
17:30	2	0	0	0	0	5	16	44	24	1	0	0	0	0	92
17:45	1	0	0	0	0	1	12	29	24	5	0	0	0	0	72
	8	0	0	0	0	12	61	139	104	18	1	0	0	0	343
18:00	3	0	0	0	0	6	12	33	23	8	0	0	0	0	85
18:15	1	0	0	0	0	2	18	36	23	3	0	0	0	0	83
18:30	1	0	0	0	2	7	31	17	4	1	1	0	0	0	64
18:45	0	0	0	0	1	9	22	30	5	0	0	0	0	0	67
	5	0	0	0	3	24	83	116	55	12	1	0	0	0	299
19:00	0	0	0	0	1	6	14	19	9	1	0	0	0	0	50
19:15	0	0	0	0	0	0	12	20	8	4	2	0	0	0	46
19:30	2	0	0	0	0	1	6	16	10	2	0	0	0	0	37
19:45	1	0	0	0	0	2	6	16	9	3	0	0	0	0	37
	3	0	0	0	1	9	38	71	36	10	2	0	0	0	170
20:00	0	0	0	0	0	2	10	13	11	2	2	0	0	0	40
20:15	0	0	0	0	0	2	14	10	7	0	0	0	1	0	34
20:30	0	0	0	0	0	3	3	15	7	1	0	0	0	0	29
20:45	0	0	0	0	0	1	7	10	6	4	1	0	0	0	29
	0	0	0	0	0	8	34	48	31	7	3	0	1	0	132
21:00	0	0	0	0	0	1	6	11	3	1	0	0	0	0	22
21:15	0	0	0	0	0	2	8	8	6	3	0	0	0	0	27
21:30	0	0	0	0	0	2	6	8	6	0	0	0	0	0	22
21:45	0	0	0	0	0	1	4	7	4	2	0	0	0	0	18
	0	0	0	0	0	6	24	34	19	6	0	0	0	0	89
22:00	0	0	0	0	0	0	1	9	2	1	0	0	0	0	13
22:15	0	0	0	0	0	4	7	7	4	2	1	0	0	0	25
22:30	0	0	0	0	0	0	0	4	3	1	0	0	0	0	8
22:45	1	0	0	0	1	0	4	4	3	0	0	0	0	0	13
	1	0	0	0	1	4	12	24	12	4	1	0	0	0	59
23:00	0	0	0	0	0	0	3	3	1	0	3	0	0	0	10
23:15	0	0	0	0	0	0	4	4	4	1	0	0	0	0	13
23:30	0	0	0	0	0	0	2	3	1	0	0	0	0	0	6
23:45	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3
	0	0	0	0	0	0	9	12	7	1	3	0	0	0	32
Total	41	0	0	4	15	157	543	871	556	124	19	1	1	0	2332
Grand Total	79	0	0	8	31	227	762	1275	835	207	31	1	2	0	3458

	15th Percentile :	41 MPH
	50th Percentile :	47 MPH
	85th Percentile :	53 MPH
	95th Percentile :	56 MPH
Stats	Mean Speed(Average) :	47 MPH
	10 MPH Pace Speed :	46-55 MPH
	Number in Pace :	2110

Percent in Pace :	61.0%
Number of Vehicles > 55 MPH :	241
Percent of Vehicles > 55 MPH :	7.0%

All Traffic Data Services

www.alltrafficdata.net

Site Code: 1
Station ID: 1
McCALL RD N.O BLUE JAY RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
03/09/22	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
00:15	0	0	0	0	1	1	0	1	0	0	0	0	0	0	3
00:30	0	0	0	0	1	1	2	1	1	0	0	0	0	0	6
00:45	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
	0	0	0	0	2	2	3	4	2	0	0	0	0	0	13
01:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
01:15	0	0	0	0	0	1	1	1	1	0	0	0	0	0	4
01:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
	0	0	0	0	0	2	2	2	2	0	0	0	0	0	8
02:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:15	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:30	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
02:45	0	0	0	0	0	0	0	1	2	1	0	0	0	0	4
	0	0	0	0	0	0	0	1	6	1	0	0	0	0	8
03:00	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
03:15	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
03:30	0	0	0	0	0	0	2	1	2	0	2	0	0	0	7
03:45	0	0	0	0	0	0	0	4	3	0	1	0	0	0	8
	0	0	0	0	0	0	3	7	8	0	3	0	0	0	21
04:00	0	0	0	0	0	0	3	2	8	4	0	0	0	0	17
04:15	0	0	0	0	0	0	2	6	14	4	1	0	0	0	27
04:30	0	0	0	0	1	0	2	11	10	5	0	0	0	0	29
04:45	0	0	0	0	0	3	2	9	4	4	0	0	0	0	22
	0	0	0	0	1	3	9	28	36	17	1	0	0	0	95
05:00	0	0	0	0	0	0	5	5	8	3	1	0	0	0	22
05:15	0	0	0	0	0	3	14	7	16	5	0	0	0	0	45
05:30	0	0	0	0	0	1	11	16	21	3	0	0	0	0	52
05:45	0	0	0	0	0	4	7	26	12	7	2	0	0	0	58
	0	0	0	0	0	8	37	54	57	18	3	0	0	0	177
06:00	0	0	0	0	0	5	10	32	13	4	2	0	0	0	66
06:15	0	0	0	0	0	8	13	22	10	6	1	0	0	0	60
06:30	2	0	0	0	1	0	27	23	25	8	0	0	0	0	86
06:45	5	0	0	0	0	5	9	40	17	6	3	0	0	0	85
	7	0	0	0	1	18	59	117	65	24	6	0	0	0	297
07:00	1	0	0	0	0	0	15	23	27	4	2	0	0	0	72
07:15	1	0	0	0	0	1	17	26	15	4	0	0	0	0	64
07:30	1	0	0	0	0	14	23	30	7	0	0	0	0	0	75
07:45	3	0	0	0	0	1	11	15	22	4	1	0	0	0	57
	6	0	0	0	0	16	66	94	71	12	3	0	0	0	268
08:00	2	0	0	0	0	9	21	22	8	1	0	0	0	0	63
08:15	1	0	0	0	0	8	18	25	11	0	1	0	0	0	64
08:30	0	0	0	0	2	6	28	20	8	0	0	0	0	0	64
08:45	2	0	0	0	0	5	21	19	11	3	0	0	0	0	61
	5	0	0	0	2	28	88	86	38	4	1	0	0	0	252
09:00	1	0	0	2	2	1	12	24	9	1	0	0	0	0	52
09:15	3	0	0	0	1	3	20	25	10	4	0	0	0	0	66
09:30	2	0	0	0	0	4	12	8	7	1	2	0	0	0	36
09:45	0	0	0	0	1	8	19	14	6	2	0	0	0	0	50
	6	0	0	2	4	16	63	71	32	8	2	0	0	0	204
10:00	0	0	0	0	0	5	17	14	7	1	0	0	0	0	44
10:15	1	0	0	0	1	11	9	18	10	5	0	0	0	0	55
10:30	2	0	0	0	1	6	19	17	4	4	0	0	0	0	53
10:45	2	0	0	0	0	6	16	15	10	2	0	0	0	0	51
	5	0	0	0	2	28	61	64	31	12	0	0	0	0	203
11:00	0	0	0	0	0	4	12	26	4	1	1	0	0	0	48
11:15	0	0	0	0	0	8	18	14	3	0	0	0	0	0	43
11:30	1	0	0	0	0	8	20	11	6	2	0	0	0	0	48
11:45	1	0	0	0	0	6	21	14	4	0	0	0	0	0	46
	2	0	0	0	0	26	71	65	17	3	1	0	0	0	185
Total	31	0	0	2	12	147	462	593	365	99	20	0	0	0	1731

All Traffic Data Services

www.alltrafficdata.net

Site Code: 1
Station ID: 1
McCALL RD N.O BLUE JAY RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	2	0	0	0	4	3	15	14	4	3	0	0	0	0	45
12:15	0	0	0	0	1	4	16	22	3	0	0	0	0	0	46
12:30	0	0	0	0	0	5	10	23	7	0	0	0	0	0	45
12:45	1	0	0	0	0	9	27	11	5	2	1	0	0	0	56
	3	0	0	0	5	21	68	70	19	5	1	0	0	0	192
13:00	0	0	0	0	0	5	21	15	8	3	0	0	0	0	52
13:15	2	0	0	0	1	4	13	11	8	1	2	0	0	0	42
13:30	1	0	0	0	0	4	16	14	11	2	0	0	0	0	48
13:45	0	0	0	0	0	3	9	10	7	2	0	0	0	0	31
	3	0	0	0	1	16	59	50	34	8	2	0	0	0	173
14:00	0	0	0	0	0	9	15	10	8	1	1	0	0	0	44
14:15	2	0	0	1	1	8	15	13	3	2	0	0	0	0	45
14:30	5	0	0	0	1	4	6	22	12	4	1	0	0	0	55
14:45	3	0	0	0	0	5	14	16	8	2	0	0	0	0	48
	10	0	0	1	2	26	50	61	31	9	2	0	0	0	192
15:00	1	0	0	0	0	5	20	10	3	0	0	0	0	0	39
15:15	5	0	0	0	3	3	13	13	2	2	0	0	0	0	41
15:30	0	0	0	0	0	3	17	20	8	1	0	0	0	0	49
15:45	2	0	1	0	0	8	17	12	9	1	0	0	0	0	50
	8	0	1	0	3	19	67	55	22	4	0	0	0	0	179
16:00	2	0	0	0	0	25	27	20	9	0	0	0	0	0	83
16:15	0	0	0	0	0	4	13	35	8	1	0	0	0	0	61
16:30	1	0	0	0	0	12	31	15	7	4	0	0	0	0	70
16:45	1	0	0	0	0	6	24	20	7	2	1	0	0	0	61
	4	0	0	0	0	47	95	90	31	7	1	0	0	0	275
17:00	1	0	0	0	0	10	17	28	15	2	0	0	0	0	73
17:15	3	0	0	0	1	2	12	21	15	2	2	0	0	0	58
17:30	5	0	0	0	2	7	15	20	8	0	1	0	0	0	58
17:45	0	0	0	0	0	2	15	34	13	0	0	0	0	0	64
	9	0	0	0	3	21	59	103	51	4	3	0	0	0	253
18:00	1	0	0	0	2	7	13	13	10	1	0	0	0	0	47
18:15	0	0	0	0	1	5	22	13	3	0	0	0	0	0	44
18:30	0	0	0	0	3	13	12	23	6	3	1	0	0	0	61
18:45	0	0	0	0	0	4	9	17	9	0	1	0	0	0	40
	1	0	0	0	6	29	56	66	28	4	2	0	0	0	192
19:00	1	0	0	0	3	6	9	5	5	2	0	0	0	0	31
19:15	0	0	0	0	2	3	8	7	12	0	0	0	0	0	32
19:30	1	0	0	0	0	1	6	9	2	2	0	0	0	0	21
19:45	0	0	0	0	0	0	8	4	4	3	0	0	0	0	19
	2	0	0	0	5	10	31	25	23	7	0	0	0	0	103
20:00	0	0	0	0	1	4	7	10	5	1	0	0	0	0	28
20:15	0	0	0	1	0	1	5	6	4	1	0	0	0	0	18
20:30	0	0	0	0	0	0	2	8	3	2	1	0	0	0	16
20:45	0	0	0	0	0	1	10	11	4	1	0	0	0	0	27
	0	0	0	1	1	6	24	35	16	5	1	0	0	0	89
21:00	0	0	0	0	0	0	2	2	4	2	0	0	0	0	10
21:15	0	0	0	0	0	0	4	6	4	1	0	0	0	0	15
21:30	0	0	0	0	0	1	8	0	1	1	1	0	0	0	12
21:45	0	0	0	0	0	3	3	1	3	1	0	0	0	0	11
	0	0	0	0	0	4	17	9	12	5	1	0	0	0	48
22:00	0	0	0	0	0	2	4	5	1	0	0	0	0	0	12
22:15	0	0	0	0	0	2	2	4	2	0	0	0	0	0	10
22:30	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
22:45	0	0	0	0	0	0	2	0	2	1	0	0	0	0	5
	0	0	0	0	0	4	8	11	7	1	0	0	0	0	31
23:00	0	0	1	0	0	2	1	0	0	0	0	0	0	0	4
23:15	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
23:30	0	0	0	0	0	1	0	1	1	0	0	0	0	0	3
23:45	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
	0	0	1	0	0	4	2	2	1	0	0	0	0	0	10
Total	40	0	2	2	26	207	536	577	275	59	13	0	0	0	1737
Grand Total	71	0	2	4	38	354	998	1170	640	158	33	0	0	0	3468

	15th Percentile :	40 MPH
	50th Percentile :	46 MPH
	85th Percentile :	52 MPH
	95th Percentile :	55 MPH
Stats	Mean Speed(Average) :	46 MPH
	10 MPH Pace Speed :	41-50 MPH
	Number in Pace :	2168

Percent in Pace :	62.5%
Number of Vehicles > 55 MPH :	191
Percent of Vehicles > 55 MPH :	5.5%

All Traffic Data Services

www.alltrafficdata.net

Site Code: 2
Station ID: 2
BLUE JAY RD W.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

EB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
03/09/22	0	0	0	0	0	0	0	1	1	2	0	0	0	0	4
00:15	0	0	0	0	0	0	2	0	1	0	0	0	0	0	3
00:30	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
00:45	0	0	0	0	0	0	0	1	3	1	0	0	0	0	5
	0	0	0	0	0	0	2	2	5	4	0	0	0	0	13
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
01:30	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
01:45	0	0	0	0	0	0	0	2	1	1	0	0	0	0	4
	0	0	0	0	0	0	0	4	3	1	0	0	0	0	8
02:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
02:15	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:30	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:45	0	0	0	0	0	0	2	0	0	1	0	0	0	0	3
	0	0	0	0	0	0	3	1	1	2	0	0	0	0	7
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:15	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
03:30	0	0	0	0	1	0	0	1	1	0	0	0	0	0	3
03:45	0	0	0	0	0	0	0	0	2	2	0	0	0	0	4
	0	0	0	0	1	1	0	2	3	2	0	0	0	0	9
04:00	0	0	0	0	0	0	0	1	0	2	0	1	0	0	4
04:15	0	0	0	0	0	0	1	0	3	1	0	0	0	0	5
04:30	0	0	0	0	0	0	0	4	4	1	1	0	0	0	10
04:45	0	0	0	0	0	0	3	3	5	2	0	0	0	1	14
	0	0	0	0	0	0	4	8	12	6	1	1	0	1	33
05:00	0	0	0	0	0	1	2	2	7	3	1	0	0	0	16
05:15	0	0	0	0	0	0	0	8	7	5	1	0	0	0	21
05:30	0	0	0	0	0	0	0	5	7	7	2	0	0	0	21
05:45	1	0	0	0	0	0	1	1	11	6	1	0	0	0	21
	1	0	0	0	0	1	3	16	32	21	5	0	0	0	79
06:00	0	0	0	0	0	0	1	8	9	7	0	1	0	0	26
06:15	2	0	0	0	1	1	1	8	16	8	2	0	0	0	39
06:30	3	0	0	0	1	10	1	18	33	8	5	1	0	0	80
06:45	4	0	0	0	0	12	10	30	44	17	0	0	0	0	117
	9	0	0	0	2	23	13	64	102	40	7	2	0	0	262
07:00	8	0	0	0	0	1	10	21	24	17	1	1	0	0	83
07:15	3	0	0	0	0	4	16	33	52	16	0	0	0	0	124
07:30	4	0	0	0	13	9	15	23	17	5	2	0	0	0	88
07:45	5	0	0	0	1	8	22	37	24	4	1	0	0	0	102
	20	0	0	0	14	22	63	114	117	42	4	1	0	0	397
08:00	0	0	0	0	1	8	12	31	22	7	3	0	0	0	84
08:15	1	0	1	1	0	4	20	18	17	6	1	2	0	0	71
08:30	4	0	0	0	0	3	14	55	35	3	1	0	0	0	115
08:45	1	0	0	0	0	2	26	21	14	5	1	0	0	0	70
	6	0	1	1	1	17	72	125	88	21	6	2	0	0	340
09:00	0	0	0	1	0	1	11	12	18	8	1	0	0	0	52
09:15	0	0	0	0	0	9	7	23	14	5	3	0	0	0	61
09:30	2	0	0	0	0	2	14	14	15	11	1	0	0	0	59
09:45	1	0	0	0	0	5	16	27	28	9	0	0	0	0	86
	3	0	0	1	0	17	48	76	75	33	5	0	0	0	258
10:00	2	0	0	0	0	1	5	16	30	12	1	0	0	0	67
10:15	1	0	0	0	0	0	5	20	21	9	0	0	0	0	56
10:30	1	0	1	0	2	7	27	25	9	8	0	0	0	0	80
10:45	0	0	0	0	0	0	23	18	19	5	0	0	0	0	65
	4	0	1	0	2	8	60	79	79	34	1	0	0	0	268
11:00	0	0	0	1	0	0	5	13	10	3	0	0	0	0	32
11:15	3	0	0	0	0	2	14	18	28	6	0	0	0	0	71
11:30	2	0	0	0	0	1	8	19	18	6	0	0	0	0	54
11:45	3	0	0	0	1	3	11	16	13	5	0	1	0	0	53
	8	0	0	1	1	6	38	66	69	20	0	1	0	0	210
Total	51	0	2	3	21	95	306	557	586	226	29	7	0	1	1884

All Traffic Data Services

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Site Code: 2
Station ID: 2
BLUE JAY RD W.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

EB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	2	0	0	1	1	1	7	20	14	8	2	0	0	0	56
12:15	1	0	1	0	1	6	12	20	15	10	1	0	0	0	67
12:30	2	0	0	0	0	1	5	18	26	6	1	0	0	0	59
12:45	3	0	0	1	1	8	18	36	6	2	0	0	0	0	75
	8	0	1	2	3	16	42	94	61	26	4	0	0	0	257
13:00	2	0	0	0	3	6	3	12	21	0	0	0	0	0	47
13:15	4	0	0	0	0	1	13	9	19	8	1	0	0	0	55
13:30	1	0	0	0	0	3	9	16	25	6	2	0	0	0	62
13:45	3	3	1	0	5	3	9	13	19	8	1	0	0	0	65
	10	3	1	0	8	13	34	50	84	22	4	0	0	0	229
14:00	0	0	0	0	0	0	6	24	16	6	0	0	0	0	52
14:15	3	0	0	0	3	1	11	23	13	10	1	0	0	0	65
14:30	0	0	0	0	0	7	6	11	12	7	2	0	0	0	45
14:45	4	2	0	0	0	0	4	16	31	5	2	0	0	0	64
	7	2	0	0	3	8	27	74	72	28	5	0	0	0	226
15:00	2	0	0	0	0	0	8	21	40	6	0	0	0	0	77
15:15	2	0	0	3	0	2	14	14	21	9	1	1	0	0	67
15:30	2	0	0	0	0	1	4	25	21	15	1	0	0	0	69
15:45	2	0	0	1	0	5	14	18	27	12	1	0	0	0	80
	8	0	0	4	0	8	40	78	109	42	3	1	0	0	293
16:00	2	0	1	0	1	4	8	29	27	9	3	0	0	0	84
16:15	4	0	0	0	0	0	16	32	35	18	0	0	0	0	105
16:30	11	0	0	0	0	6	16	27	48	13	2	0	0	0	123
16:45	3	0	0	0	0	0	14	24	46	15	1	0	0	0	103
	20	0	1	0	1	10	54	112	156	55	6	0	0	0	415
17:00	4	0	0	0	1	3	15	32	43	5	1	0	0	0	104
17:15	7	0	0	0	0	2	8	42	23	9	5	1	0	0	97
17:30	3	0	0	0	0	1	12	23	41	13	1	0	0	0	94
17:45	2	0	0	0	0	1	13	21	45	7	0	0	0	0	89
	16	0	0	0	1	7	48	118	152	34	7	1	0	0	384
18:00	4	0	0	0	0	1	9	21	39	8	3	0	0	0	85
18:15	7	0	1	0	4	7	24	36	28	8	0	0	0	0	115
18:30	2	0	0	0	0	8	13	36	26	5	1	0	0	0	91
18:45	3	0	0	0	0	3	12	17	26	4	0	1	0	0	66
	16	0	1	0	4	19	58	110	119	25	4	1	0	0	357
19:00	0	0	0	0	0	4	8	15	18	3	1	0	0	0	49
19:15	1	0	0	0	2	7	7	11	10	3	0	0	0	0	41
19:30	0	0	0	0	1	0	1	6	6	5	1	0	0	0	20
19:45	2	0	1	0	1	1	3	8	5	2	1	0	0	0	24
	3	0	1	0	4	12	19	40	39	13	3	0	0	0	134
20:00	0	0	0	0	0	1	2	3	12	7	0	0	0	0	25
20:15	1	1	0	0	0	1	3	6	3	4	0	0	0	0	19
20:30	0	0	0	0	0	0	0	3	8	2	0	0	0	0	13
20:45	0	0	0	0	0	0	1	4	7	4	1	0	0	0	17
	1	1	0	0	0	2	6	16	30	17	1	0	0	0	74
21:00	1	0	0	0	0	0	0	2	8	6	3	0	0	0	20
21:15	0	0	0	0	0	2	2	4	3	3	0	0	0	0	14
21:30	0	0	0	0	0	0	2	5	12	0	0	0	0	0	19
21:45	0	0	0	0	0	0	2	4	4	4	1	0	0	0	15
	1	0	0	0	0	2	6	15	27	13	4	0	0	0	68
22:00	0	0	0	0	0	0	1	3	1	3	0	0	0	0	8
22:15	0	0	0	0	0	1	1	2	4	4	0	1	0	0	13
22:30	0	0	0	0	0	0	2	3	2	1	0	0	0	0	8
22:45	0	0	0	0	0	0	1	4	1	0	0	0	0	0	6
	0	0	0	0	0	1	5	12	8	8	0	1	0	0	35
23:00	0	0	0	0	0	0	0	3	2	2	2	0	0	0	9
23:15	0	0	0	0	0	1	1	1	1	2	1	0	0	0	7
23:30	0	0	0	0	0	0	0	4	0	0	0	0	0	0	4
23:45	0	0	0	0	0	0	0	0	3	0	0	0	0	0	3
	0	0	0	0	0	1	1	8	6	4	3	0	0	0	23
Total	90	6	5	6	24	99	340	727	863	287	44	4	0	0	2495
Grand Total	141	6	7	9	45	194	646	1284	1449	513	73	11	0	1	4379

	15th Percentile :	41 MPH
	50th Percentile :	49 MPH
	85th Percentile :	54 MPH
	95th Percentile :	58 MPH
Stats	Mean Speed(Average) :	48 MPH
	10 MPH Pace Speed :	46-55 MPH
	Number in Pace :	2733

Percent in Pace :	62.4%
Number of Vehicles > 55 MPH :	598
Percent of Vehicles > 55 MPH :	13.7%

All Traffic Data Services

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Site Code: 2
Station ID: 2
BLUE JAY RD W.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

WB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
03/09/22	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
00:15	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
00:30	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2
00:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
	0	0	0	0	0	0	1	1	3	1	0	0	0	0	6
01:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
01:15	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
01:30	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
01:45	0	0	0	0	1	0	0	2	0	0	0	0	0	0	3
	0	0	0	0	1	1	0	2	2	2	0	0	0	0	8
02:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:15	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:30	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	0	1	0	0	0	0	4
	0	0	0	0	0	1	1	1	3	2	0	0	0	0	8
03:00	0	0	0	0	0	0	3	1	0	0	0	0	0	0	4
03:15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:30	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
03:45	0	0	0	0	0	1	0	2	0	0	0	0	0	0	3
	0	0	0	0	0	1	3	5	2	0	0	0	0	0	11
04:00	0	0	0	0	0	1	0	0	0	1	0	0	0	0	2
04:15	0	0	0	0	0	0	0	2	0	0	1	0	0	0	3
04:30	0	0	0	0	0	0	0	0	3	1	0	0	0	0	4
04:45	0	0	0	0	0	0	0	0	1	5	0	0	0	0	6
	0	0	0	0	0	1	0	2	4	7	1	0	0	0	15
05:00	0	0	0	0	0	0	4	2	3	4	0	0	0	0	13
05:15	0	0	0	0	0	0	3	3	4	2	0	0	0	0	12
05:30	0	0	0	0	0	0	0	1	5	5	3	0	0	0	14
05:45	0	0	0	0	0	0	1	2	3	6	1	0	0	0	13
	0	0	0	0	0	0	8	8	15	17	4	0	0	0	52
06:00	0	0	0	0	0	0	3	3	4	8	4	0	0	0	22
06:15	2	0	0	0	0	1	8	14	15	6	2	0	0	0	48
06:30	2	0	0	0	1	2	14	21	25	16	3	0	0	0	84
06:45	3	0	0	1	0	0	1	31	38	17	3	0	0	0	94
	7	0	0	1	1	3	26	69	82	47	12	0	0	0	248
07:00	3	0	0	0	0	2	9	22	33	23	7	0	0	0	99
07:15	2	0	0	0	0	3	12	38	23	16	2	1	0	0	97
07:30	4	0	0	1	4	6	6	28	32	15	2	0	0	0	98
07:45	2	0	0	0	0	1	6	24	32	8	4	0	0	0	77
	11	0	0	1	4	12	33	112	120	62	15	1	0	0	371
08:00	1	0	0	0	0	7	16	20	15	9	0	0	0	0	68
08:15	1	0	0	0	1	6	9	13	16	8	0	0	0	0	54
08:30	1	0	0	0	0	6	11	16	16	2	0	0	0	0	52
08:45	3	0	0	0	0	1	14	22	11	8	0	0	0	0	59
	6	0	0	0	1	20	50	71	58	27	0	0	0	0	233
09:00	1	0	0	0	0	4	12	10	9	7	0	0	0	0	43
09:15	1	0	0	0	3	3	9	13	19	3	2	0	0	0	53
09:30	0	0	0	0	0	1	14	18	9	2	0	3	0	0	47
09:45	3	0	1	0	0	2	10	15	8	3	1	0	0	0	43
	5	0	1	0	3	10	45	56	45	15	3	3	0	0	186
10:00	4	0	0	0	0	2	8	20	11	2	0	0	0	0	47
10:15	0	0	0	0	2	4	7	14	8	5	2	0	0	0	42
10:30	3	0	0	0	1	3	11	29	9	3	1	0	0	0	60
10:45	1	0	0	0	1	6	12	17	20	5	0	0	0	0	62
	8	0	0	0	4	15	38	80	48	15	3	0	0	0	211
11:00	2	0	1	0	1	4	9	16	12	6	1	0	1	1	54
11:15	3	0	1	1	0	3	12	15	13	2	0	0	0	0	50
11:30	2	0	0	0	0	5	10	20	12	2	0	1	0	0	52
11:45	3	0	0	0	1	4	14	27	11	2	0	0	0	0	62
	10	0	2	1	2	16	45	78	48	12	1	1	1	1	218
Total	47	0	3	3	16	80	250	485	430	207	39	5	1	1	1567

All Traffic Data Services

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Site Code: 2
Station ID: 2
BLUE JAY RD W.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

WB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	0	0	0	0	3	1	8	27	11	7	0	0	0	0	57
12:15	3	0	0	0	0	4	17	22	15	5	0	0	0	0	66
12:30	1	0	0	0	3	4	17	24	9	2	1	0	0	0	61
12:45	1	0	0	0	0	5	15	15	14	3	0	0	0	0	53
	5	0	0	0	6	14	57	88	49	17	1	0	0	0	237
13:00	5	0	0	1	2	9	22	20	7	1	0	0	0	0	67
13:15	1	0	1	1	0	4	14	21	9	4	3	0	0	0	58
13:30	5	0	0	0	0	3	16	34	29	4	0	0	0	0	91
13:45	6	0	0	0	1	4	15	19	18	3	0	0	0	0	66
	17	0	1	2	3	20	67	94	63	12	3	0	0	0	282
14:00	10	0	0	0	0	6	12	21	8	0	0	0	0	0	57
14:15	5	0	0	0	0	9	15	22	13	3	1	0	0	0	68
14:30	26	0	0	0	1	10	14	23	12	11	0	0	0	0	97
14:45	28	0	0	0	0	2	31	25	7	4	0	0	0	0	97
	69	0	0	0	1	27	72	91	40	18	1	0	0	0	319
15:00	17	0	0	0	3	2	24	26	3	1	0	0	0	0	76
15:15	21	0	0	0	4	2	23	19	7	0	0	0	0	0	76
15:30	30	0	0	0	1	3	17	22	8	3	0	0	0	0	84
15:45	26	0	0	0	3	9	15	21	7	4	0	0	0	0	85
	94	0	0	0	11	16	79	88	25	8	0	0	0	0	321
16:00	18	0	0	0	0	5	25	31	17	7	0	0	0	0	103
16:15	12	0	0	0	0	2	15	41	22	5	0	0	0	0	97
16:30	12	0	0	0	1	4	12	32	21	4	2	0	0	0	88
16:45	6	0	0	0	0	3	10	48	17	2	0	0	0	0	86
	48	0	0	0	1	14	62	152	77	18	2	0	0	0	374
17:00	3	0	0	0	0	5	25	34	26	6	0	0	1	0	100
17:15	5	0	0	0	0	2	12	42	33	13	5	0	0	0	112
17:30	2	0	0	0	0	3	18	32	18	9	2	0	0	0	84
17:45	2	0	0	0	1	5	22	34	23	3	0	0	0	0	90
	12	0	0	0	1	15	77	142	100	31	7	0	1	0	386
18:00	2	0	0	0	2	7	14	18	17	7	0	0	0	0	67
18:15	2	0	0	0	0	6	10	26	16	5	0	0	0	0	65
18:30	2	0	0	1	2	6	17	26	4	5	0	0	0	0	63
18:45	2	0	0	0	0	7	21	20	15	4	1	0	0	0	70
	8	0	0	1	4	26	62	90	52	21	1	0	0	0	265
19:00	1	0	0	0	1	4	18	13	16	1	0	0	0	0	54
19:15	0	0	0	0	0	3	10	23	13	4	1	0	0	0	54
19:30	3	0	0	0	0	2	8	18	9	4	1	0	0	0	45
19:45	1	0	6	6	5	3	15	12	4	4	0	0	0	0	56
	5	0	6	6	6	12	51	66	42	13	2	0	0	0	209
20:00	0	0	0	0	0	1	12	13	15	3	1	0	0	0	45
20:15	1	0	0	0	1	5	12	17	10	2	0	0	0	0	48
20:30	0	0	0	0	0	2	7	12	11	5	3	0	0	0	40
20:45	0	0	0	0	0	0	6	14	6	3	1	0	0	0	30
	1	0	0	0	1	8	37	56	42	13	5	0	0	0	163
21:00	1	0	0	0	0	1	10	10	6	0	1	0	0	0	29
21:15	0	0	0	0	4	1	2	10	5	1	0	0	0	0	23
21:30	0	0	0	0	1	0	4	3	2	2	0	0	0	0	12
21:45	0	0	0	0	0	0	0	6	1	2	0	0	0	0	9
	1	0	0	0	5	2	16	29	14	5	1	0	0	0	73
22:00	0	0	0	0	1	2	3	7	7	0	0	0	0	0	20
22:15	0	0	0	0	0	1	6	3	4	1	0	1	0	0	16
22:30	0	0	0	0	1	0	6	5	0	0	0	0	0	0	12
22:45	0	0	0	0	1	0	4	4	3	1	0	0	0	0	13
	0	0	0	0	3	3	19	19	14	2	0	1	0	0	61
23:00	0	0	0	0	0	1	2	3	0	1	0	0	0	0	7
23:15	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2
23:30	0	0	0	0	0	1	1	0	1	0	0	0	0	0	3
23:45	0	0	0	0	0	0	1	2	3	0	0	0	0	0	6
	0	0	0	0	0	2	4	6	4	1	0	1	0	0	18
Total	260	0	7	9	42	159	603	921	522	159	23	2	1	0	2708
Grand Total	307	0	10	12	58	239	853	1406	952	366	62	7	2	1	4275

	15th Percentile :	40 MPH
	50th Percentile :	47 MPH
	85th Percentile :	53 MPH
	95th Percentile :	58 MPH
Stats	Mean Speed(Average) :	45 MPH
	10 MPH Pace Speed :	46-55 MPH
	Number in Pace :	2358

Percent in Pace :	55.2%
Number of Vehicles > 55 MPH :	438
Percent of Vehicles > 55 MPH :	10.2%

All Traffic Data Services

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Site Code: 3
Station ID: 3
BLUE JAY RD E.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

EB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
03/09/22	0	0	0	0	1	0	1	1	0	0	0	0	0	0	3
00:15	0	0	0	1	2	2	1	0	0	0	0	0	0	0	6
00:30	0	0	0	1	2	3	0	0	0	0	0	0	0	0	6
00:45	0	0	0	1	0	4	2	0	0	0	0	0	0	0	7
	0	0	0	3	5	9	4	1	0	0	0	0	0	0	22
01:00	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
01:15	0	0	0	0	1	2	0	0	0	0	0	0	0	0	3
01:30	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
01:45	0	0	0	0	3	1	0	0	0	0	0	0	0	0	4
	0	0	0	0	4	6	1	0	0	0	0	0	0	0	11
02:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
02:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
02:45	0	0	0	0	2	1	1	1	0	0	0	0	0	0	5
	0	0	0	1	4	1	1	1	0	0	0	0	0	0	8
03:00	0	0	0	1	0	0	2	0	0	0	0	0	0	0	3
03:15	0	0	0	0	2	1	3	0	0	0	0	0	0	0	6
03:30	0	0	0	0	2	1	0	1	1	0	0	0	0	0	5
03:45	0	0	0	0	0	8	0	0	0	0	0	0	0	0	8
	0	0	0	1	4	10	5	1	1	0	0	0	0	0	22
04:00	0	0	0	0	2	5	8	1	0	0	0	0	0	0	16
04:15	0	0	0	0	4	18	8	4	0	0	0	0	0	0	34
04:30	0	0	0	0	4	14	13	3	0	0	0	0	0	0	34
04:45	0	0	0	0	6	14	8	1	0	0	0	0	0	0	29
	0	0	0	0	16	51	37	9	0	0	0	0	0	0	113
05:00	0	0	2	1	12	12	7	0	0	0	0	0	0	0	34
05:15	0	0	1	1	13	33	8	0	0	0	0	0	0	0	56
05:30	0	0	1	1	11	31	19	3	0	0	0	0	0	0	66
05:45	0	0	0	2	12	29	17	4	0	0	0	0	0	0	64
	0	0	4	5	48	105	51	7	0	0	0	0	0	0	220
06:00	2	0	0	1	19	34	15	0	3	0	0	0	0	0	74
06:15	0	0	0	4	17	34	8	0	0	0	0	0	0	0	63
06:30	0	0	0	1	28	49	13	4	0	0	0	0	0	0	95
06:45	4	3	8	13	27	41	4	0	0	0	0	0	0	0	100
	6	3	8	19	91	158	40	4	3	0	0	0	0	0	332
07:00	6	0	0	0	29	45	12	1	0	0	0	0	0	0	93
07:15	4	0	1	6	35	55	12	2	0	0	0	0	0	0	115
07:30	11	0	4	15	52	24	7	0	0	0	0	0	0	0	113
07:45	8	2	4	22	38	27	5	3	0	0	0	0	0	0	109
	29	2	9	43	154	151	36	6	0	0	0	0	0	0	430
08:00	2	0	0	4	33	57	3	0	0	0	0	0	0	0	99
08:15	0	0	0	1	31	45	6	0	0	0	0	0	0	0	83
08:30	4	0	3	12	42	58	6	1	1	0	0	0	0	0	127
08:45	6	3	3	11	35	34	6	1	0	0	0	0	0	0	99
	12	3	6	28	141	194	21	2	1	0	0	0	0	0	408
09:00	2	2	1	2	26	33	6	0	0	0	0	0	0	0	72
09:15	3	0	0	10	49	23	8	0	0	0	0	0	0	0	93
09:30	3	0	0	6	26	25	3	1	0	0	0	0	0	0	64
09:45	5	0	11	19	34	31	6	0	0	0	0	0	0	0	106
	13	2	12	37	135	112	23	1	0	0	0	0	0	0	335
10:00	0	0	4	6	23	34	8	1	0	0	0	0	0	0	76
10:15	6	0	0	4	34	22	17	2	0	0	0	0	0	0	85
10:30	3	0	0	10	40	24	8	0	0	0	0	0	0	0	85
10:45	3	0	4	11	34	21	4	1	0	0	0	0	0	0	78
	12	0	8	31	131	101	37	4	0	0	0	0	0	0	324
11:00	3	0	0	3	24	22	8	0	0	0	0	0	0	0	60
11:15	2	0	0	2	29	34	8	0	0	0	0	0	0	0	75
11:30	4	0	1	4	24	34	10	0	0	0	0	0	0	0	77
11:45	2	0	5	15	22	21	6	0	0	0	0	0	0	0	71
	11	0	6	24	99	111	32	0	0	0	0	0	0	0	283
Total	83	10	53	192	832	1009	288	36	5	0	0	0	0	0	2508

All Traffic Data Services

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Site Code: 3
Station ID: 3
BLUE JAY RD E.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

EB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	4	0	1	14	16	17	9	0	0	0	0	0	0	0	61
12:15	2	0	0	8	40	23	10	0	0	0	0	0	0	0	83
12:30	5	0	0	5	25	33	5	1	0	0	0	0	0	0	74
12:45	5	0	1	16	41	20	3	2	0	0	0	0	0	0	88
	16	0	2	43	122	93	27	3	0	0	0	0	0	0	306
13:00	3	0	0	8	18	27	16	0	0	0	0	0	0	0	72
13:15	3	0	1	7	20	23	3	1	0	0	0	0	0	0	58
13:30	3	0	0	9	24	34	5	2	0	0	0	0	0	0	77
13:45	7	0	6	18	16	21	7	0	0	0	0	0	0	0	75
	16	0	7	42	78	105	31	3	0	0	0	0	0	0	282
14:00	0	0	0	7	27	22	7	0	1	0	0	0	0	0	64
14:15	2	0	3	14	37	26	5	0	0	0	0	0	0	0	87
14:30	4	0	5	7	11	30	3	2	0	0	0	0	0	0	62
14:45	6	0	2	14	23	19	5	0	0	1	0	0	0	0	70
	12	0	10	42	98	97	20	2	1	1	0	0	0	0	283
15:00	5	0	0	1	26	37	10	0	0	0	0	0	0	0	79
15:15	3	0	0	0	23	30	12	1	0	0	0	0	0	0	69
15:30	6	0	1	6	28	27	9	2	0	0	0	0	0	0	79
15:45	16	4	7	9	20	18	4	1	0	0	0	0	0	0	79
	30	4	8	16	97	112	35	4	0	0	0	0	0	0	306
16:00	5	0	2	13	31	37	11	1	1	0	0	0	0	0	101
16:15	8	0	0	18	21	48	11	0	0	0	0	0	0	0	106
16:30	11	0	4	18	38	32	6	4	1	0	0	0	0	0	114
16:45	11	0	0	2	28	49	17	2	0	0	0	0	0	0	109
	35	0	6	51	118	166	45	7	2	0	0	0	0	0	430
17:00	10	0	2	8	37	44	24	1	0	0	0	0	0	0	126
17:15	13	0	0	3	18	35	14	4	0	0	0	0	0	0	87
17:30	5	0	0	6	29	42	14	3	0	0	0	0	0	0	99
17:45	6	0	0	5	20	42	14	0	0	0	0	0	0	0	87
	34	0	2	22	104	163	66	8	0	0	0	0	0	0	399
18:00	5	0	0	9	35	36	8	1	0	0	0	0	0	0	94
18:15	5	0	3	11	40	37	7	2	0	0	0	0	0	0	105
18:30	5	0	8	22	28	32	4	0	0	0	0	0	0	0	99
18:45	3	0	0	15	23	26	7	1	0	0	0	0	0	0	75
	18	0	11	57	126	131	26	4	0	0	0	0	0	0	373
19:00	3	0	0	4	18	27	4	2	0	0	0	0	0	0	58
19:15	3	0	0	9	10	19	5	0	0	0	0	0	0	0	46
19:30	1	0	0	2	4	19	6	0	0	0	0	0	0	0	32
19:45	2	0	0	2	9	9	5	1	0	0	0	0	0	0	28
	9	0	0	17	41	74	20	3	0	0	0	0	0	0	164
20:00	1	0	0	0	13	18	5	0	1	0	0	0	0	0	38
20:15	0	0	0	0	5	10	1	2	0	0	0	0	0	0	18
20:30	0	0	0	0	6	9	4	1	0	0	0	0	0	0	20
20:45	0	0	0	0	9	12	2	3	0	0	0	0	0	0	26
	1	0	0	0	33	49	12	6	1	0	0	0	0	0	102
21:00	0	0	0	1	3	12	5	0	0	0	0	0	0	0	21
21:15	1	0	0	0	5	7	3	0	0	0	0	0	0	0	16
21:30	0	0	0	0	7	8	4	1	0	0	0	0	0	0	20
21:45	0	0	0	0	4	7	4	0	0	0	0	0	0	0	15
	1	0	0	1	19	34	16	1	0	0	0	0	0	0	72
22:00	0	0	0	2	4	6	3	1	0	0	0	0	0	0	16
22:15	0	0	0	0	3	4	5	0	0	0	0	0	0	0	12
22:30	0	0	0	0	2	5	0	0	0	0	0	0	0	0	7
22:45	1	0	0	0	1	6	0	0	0	0	0	0	0	0	8
	1	0	0	2	10	21	8	1	0	0	0	0	0	0	43
23:00	0	0	0	2	2	2	2	0	0	0	0	0	0	0	8
23:15	0	0	0	0	3	3	1	0	0	0	0	0	0	0	7
23:30	0	0	0	1	1	1	1	0	0	0	0	0	0	0	4
23:45	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
	0	0	0	3	8	6	4	0	0	0	0	0	0	0	21
Total	173	4	46	296	854	1051	310	42	4	1	0	0	0	0	2781
Grand Total	256	14	99	488	1686	2060	598	78	9	1	0	0	0	0	5289

	15th Percentile :	29 MPH
	50th Percentile :	35 MPH
	85th Percentile :	39 MPH
	95th Percentile :	43 MPH
Stats	Mean Speed(Average) :	34 MPH
	10 MPH Pace Speed :	31-40 MPH
	Number in Pace :	3746

Percent in Pace :	70.8%
Number of Vehicles > 55 MPH :	1
Percent of Vehicles > 55 MPH :	0.0%

All Traffic Data Services

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Site Code: 3
Station ID: 3
BLUE JAY RD E.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

WB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
03/09/22	0	0	0	1	0	0	3	0	0	0	0	0	0	0	4
00:15	0	0	0	0	1	4	1	0	0	0	0	0	0	0	6
00:30	0	0	0	0	2	2	0	0	0	0	0	0	0	0	4
00:45	0	0	0	0	4	2	0	1	0	0	0	0	0	0	7
	0	0	0	1	7	8	4	1	0	0	0	0	0	0	21
01:00	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3
01:15	0	0	0	1	3	2	0	0	0	0	0	0	0	0	6
01:30	0	0	0	0	2	0	2	0	0	0	0	0	0	0	4
01:45	0	0	1	0	0	2	0	0	0	0	0	0	0	0	3
	0	0	1	1	7	5	2	0	0	0	0	0	0	0	16
02:00	0	0	1	1	0	2	0	0	0	0	0	0	0	0	4
02:15	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3
02:30	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2
02:45	0	0	0	0	2	0	1	0	0	0	0	0	0	0	3
	0	0	1	2	3	4	2	0	0	0	0	0	0	0	12
03:00	0	0	0	0	3	6	1	0	0	0	0	0	0	0	10
03:15	0	0	0	0	0	3	0	0	0	0	0	0	0	0	3
03:30	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
03:45	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3
	0	0	0	0	4	10	3	0	0	0	0	0	0	0	17
04:00	0	0	0	0	1	1	3	0	0	0	0	0	0	0	5
04:15	0	0	0	0	0	4	1	1	0	0	0	0	0	0	6
04:30	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
04:45	0	0	0	0	0	4	1	1	0	0	0	0	0	0	6
	0	0	0	0	1	10	6	2	0	0	0	0	0	0	19
05:00	0	0	0	1	0	8	0	0	0	0	0	0	0	0	9
05:15	0	0	0	0	1	6	3	1	0	0	0	0	0	0	11
05:30	0	0	0	0	0	5	3	1	0	0	0	0	0	0	9
05:45	0	0	0	0	1	4	1	1	0	0	0	0	0	0	7
	0	0	0	1	2	23	7	3	0	0	0	0	0	0	36
06:00	0	0	0	1	3	5	3	2	0	0	0	0	0	0	14
06:15	1	0	0	0	10	11	2	0	0	0	0	0	0	0	24
06:30	2	0	1	8	16	19	9	4	1	0	0	0	0	0	60
06:45	3	0	0	2	19	39	14	0	0	0	0	0	0	0	77
	6	0	1	11	48	74	28	6	1	0	0	0	0	0	175
07:00	2	0	0	2	14	38	19	1	0	0	0	0	0	0	76
07:15	5	3	9	18	23	33	18	2	0	0	0	0	0	0	111
07:30	16	4	8	18	27	23	5	1	0	0	0	0	0	0	102
07:45	4	0	0	4	24	34	14	2	0	0	0	0	0	0	82
	27	7	17	42	88	128	56	6	0	0	0	0	0	0	371
08:00	1	0	1	7	17	24	11	0	0	0	0	0	0	0	61
08:15	2	0	0	8	14	23	7	1	0	0	0	0	0	0	55
08:30	6	3	0	5	12	13	8	2	0	0	0	0	0	0	49
08:45	2	0	2	6	16	15	4	0	0	0	0	0	0	0	45
	11	3	3	26	59	75	30	3	0	0	0	0	0	0	210
09:00	3	0	2	1	19	20	5	2	0	0	0	0	0	0	52
09:15	2	0	2	5	22	18	5	1	0	0	0	0	0	0	55
09:30	0	0	5	2	17	26	3	1	0	0	0	0	0	0	54
09:45	1	1	1	5	12	15	4	2	0	0	0	0	0	0	41
	6	1	10	13	70	79	17	6	0	0	0	0	0	0	202
10:00	1	0	0	5	18	28	10	0	0	0	0	0	0	0	62
10:15	3	0	0	0	17	21	4	0	0	0	0	0	0	0	45
10:30	2	0	0	4	22	33	7	2	0	0	0	0	0	0	70
10:45	1	0	1	7	23	32	9	0	0	0	0	0	0	0	73
	7	0	1	16	80	114	30	2	0	0	0	0	0	0	250
11:00	1	0	1	10	33	29	4	1	0	1	0	0	0	0	80
11:15	0	0	0	13	21	14	3	1	0	0	0	0	0	0	52
11:30	0	0	0	1	20	29	6	0	0	0	0	0	0	0	56
11:45	2	0	0	3	38	23	4	1	0	0	0	0	0	0	71
	3	0	1	27	112	95	17	3	0	1	0	0	0	0	259
Total	60	11	35	140	481	625	202	32	1	1	0	0	0	0	1588

All Traffic Data Services

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Site Code: 3
Station ID: 3
BLUE JAY RD E.O McCALL RD

Latitude: 0' 0.0000 Undefined
Longitude: 0' 0.0000 Undefined

WB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	1	0	0	11	21	24	10	0	0	0	0	0	0	0	67
12:15	3	0	0	5	26	39	7	1	0	0	0	0	0	0	81
12:30	1	0	0	3	25	28	10	1	0	0	0	0	0	0	68
12:45	4	0	0	3	29	22	7	0	0	0	0	0	0	0	65
	9	0	0	22	101	113	34	2	0	0	0	0	0	0	281
13:00	4	0	0	6	42	29	1	0	0	0	0	0	0	0	82
13:15	3	0	0	8	29	28	6	1	0	0	0	0	0	0	75
13:30	2	0	3	10	43	54	12	0	0	0	0	0	0	0	124
13:45	5	0	4	11	38	24	7	0	0	0	0	0	0	0	89
	14	0	7	35	152	135	26	1	0	0	0	0	0	0	370
14:00	0	0	0	5	33	27	5	2	0	0	0	0	0	0	72
14:15	2	0	0	18	41	31	6	1	0	0	0	0	0	0	99
14:30	2	0	1	16	44	33	15	1	0	0	0	0	0	0	112
14:45	4	0	3	25	49	38	7	1	0	0	0	0	0	0	127
	8	0	4	64	167	129	33	5	0	0	0	0	0	0	410
15:00	6	0	0	7	34	48	8	3	0	0	0	0	0	0	106
15:15	1	0	0	9	41	45	9	0	0	0	0	0	0	0	105
15:30	2	0	1	2	43	40	9	2	0	0	0	0	0	0	99
15:45	7	0	2	17	22	33	7	1	0	0	0	0	0	0	89
	16	0	3	35	140	166	33	6	0	0	0	0	0	0	399
16:00	5	0	1	11	39	55	11	2	0	0	0	0	0	0	124
16:15	2	0	0	8	32	58	19	0	0	0	0	0	0	0	119
16:30	4	0	2	19	52	35	9	2	0	0	0	0	0	0	123
16:45	5	0	0	4	37	45	21	1	0	0	0	0	0	0	113
	16	0	3	42	160	193	60	5	0	0	0	0	0	0	479
17:00	4	0	1	14	45	40	9	2	0	0	0	0	0	0	115
17:15	7	0	0	10	43	82	15	0	0	0	0	0	0	0	157
17:30	0	0	1	2	47	66	13	0	0	0	0	0	0	0	129
17:45	7	0	0	3	28	52	9	2	0	0	0	0	0	0	101
	18	0	2	29	163	240	46	4	0	0	0	0	0	0	502
18:00	5	0	1	7	36	47	12	0	1	0	0	0	0	0	109
18:15	6	0	0	3	30	47	7	3	0	0	0	0	0	0	96
18:30	5	0	1	7	47	18	4	1	0	0	0	0	0	0	83
18:45	1	0	1	26	38	28	7	0	0	0	0	0	0	0	101
	17	0	3	43	151	140	30	4	1	0	0	0	0	0	389
19:00	3	0	0	2	23	42	7	0	0	0	0	0	0	0	77
19:15	1	0	0	4	27	28	3	1	0	0	0	0	0	0	64
19:30	1	0	0	4	25	36	4	1	0	0	0	0	0	0	71
19:45	1	0	0	5	16	40	13	1	0	0	0	0	0	0	76
	6	0	0	15	91	146	27	3	0	0	0	0	0	0	288
20:00	1	0	0	3	25	29	8	1	0	0	0	0	0	0	67
20:15	0	0	0	6	21	34	4	0	0	0	0	0	0	0	65
20:30	0	0	0	2	18	27	8	2	0	0	0	0	0	0	57
20:45	0	0	0	1	14	19	7	2	0	0	0	0	0	0	43
	1	0	0	12	78	109	27	5	0	0	0	0	0	0	232
21:00	0	0	0	3	10	23	5	0	0	0	0	0	0	0	41
21:15	0	0	1	2	10	19	5	0	0	0	0	0	0	0	37
21:30	1	0	0	0	8	14	2	0	0	0	0	0	0	0	25
21:45	0	0	0	5	3	5	2	0	0	0	0	0	0	0	15
	1	0	1	10	31	61	14	0	0	0	0	0	0	0	118
22:00	0	0	0	0	10	17	2	0	0	0	0	0	0	0	29
22:15	0	0	0	1	15	11	2	1	0	0	0	0	0	0	30
22:30	0	0	0	2	5	5	1	1	0	0	0	0	0	0	14
22:45	1	0	0	4	7	7	4	0	0	0	0	0	0	0	23
	1	0	0	7	37	40	9	2	0	0	0	0	0	0	96
23:00	0	0	0	3	5	4	1	1	0	0	0	0	0	0	14
23:15	0	0	0	0	3	7	1	1	0	0	0	0	0	0	12
23:30	0	0	0	0	2	2	2	0	0	0	0	0	0	0	6
23:45	0	0	0	1	4	1	1	0	0	0	0	0	0	0	7
	0	0	0	4	14	14	5	2	0	0	0	0	0	0	39
Total	107	0	23	318	1285	1486	344	39	1	0	0	0	0	0	3603
Grand Total	167	11	58	458	1766	2111	546	71	2	1	0	0	0	0	5191

	15th Percentile :	30 MPH
	50th Percentile :	35 MPH
	85th Percentile :	39 MPH
	95th Percentile :	43 MPH
Stats	Mean Speed(Average) :	35 MPH
	10 MPH Pace Speed :	31-40 MPH
	Number in Pace :	3877

Percent in Pace :	74.7%
Number of Vehicles > 55 MPH :	1
Percent of Vehicles > 55 MPH :	0.0%

Appendix D

Capacity Analysis Reports, Existing Conditions

Intersection	
Int Delay, s/veh	23.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	263	112	135	281	159	104
Future Vol, veh/h	263	112	135	281	159	104
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Yield	-	Yield	-	None
Storage Length	170	0	-	200	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	70	70	88	88	87	87
Heavy Vehicles, %	2	4	7	2	3	1
Mvmt Flow	376	160	153	319	183	120

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	639	153	0	0	153	0
Stage 1	153	-	-	-	-	-
Stage 2	486	-	-	-	-	-
Critical Hdwy	6.42	6.24	-	-	4.13	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.336	-	-	2.227	-
Pot Cap-1 Maneuver	440	888	-	-	1421	-
Stage 1	875	-	-	-	-	-
Stage 2	618	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	383	888	-	-	1421	-
Mov Cap-2 Maneuver	383	-	-	-	-	-
Stage 1	875	-	-	-	-	-
Stage 2	538	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	55.3	0	4.8
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	383	888	1421	-
HCM Lane V/C Ratio	-	-	0.981	0.18	0.129	-
HCM Control Delay (s)	-	-	74.7	9.9	7.9	-
HCM Lane LOS	-	-	F	A	A	-
HCM 95th %tile Q(veh)	-	-	11.4	0.7	0.4	-

Intersection	
Int Delay, s/veh	12

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	286	227	129	296	157	110
Future Vol, veh/h	286	227	129	296	157	110
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Yield	-	Yield	-	None
Storage Length	170	0	-	200	250	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	90	90	88	88
Heavy Vehicles, %	2	1	1	3	3	8
Mvmt Flow	304	241	143	329	178	125

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	624	143	0	0	143	0
Stage 1	143	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Critical Hdwy	6.42	6.21	-	-	4.13	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.309	-	-	2.227	-
Pot Cap-1 Maneuver	449	907	-	-	1434	-
Stage 1	884	-	-	-	-	-
Stage 2	622	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	393	907	-	-	1434	-
Mov Cap-2 Maneuver	393	-	-	-	-	-
Stage 1	884	-	-	-	-	-
Stage 2	545	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	26.5	0	4.6
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	393	907	1434	-
HCM Lane V/C Ratio	-	-	0.774	0.266	0.124	-
HCM Control Delay (s)	-	-	39.3	10.4	7.9	-
HCM Lane LOS	-	-	E	B	A	-
HCM 95th %tile Q(veh)	-	-	6.5	1.1	0.4	-

Appendix E

Capacity Analysis Reports, All-Way Stop Control

Intersection	
Intersection Delay, s/veh	18
Intersection LOS	C

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	263	112	135	281	159	104
Future Vol, veh/h	263	112	135	281	159	104
Peak Hour Factor	0.70	0.70	0.88	0.88	0.87	0.87
Heavy Vehicles, %	2	4	7	2	3	1
Mvmt Flow	376	160	153	319	183	120
Number of Lanes	1	1	1	1	1	1

Approach	WB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	2	2
Conflicting Approach Left	NB		WB
Conflicting Lanes Left	2	0	2
Conflicting Approach Right	SB	WB	
Conflicting Lanes Right	2	2	0
HCM Control Delay	23.3	14.8	13.8
HCM LOS	C	B	B

Lane	NBLn1	NBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	100%	0%	100%	0%
Vol Thru, %	100%	0%	0%	0%	0%	100%
Vol Right, %	0%	100%	0%	100%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	135	281	263	112	159	104
LT Vol	0	0	263	0	159	0
Through Vol	135	0	0	0	0	104
RT Vol	0	281	0	112	0	0
Lane Flow Rate	153	319	376	160	183	120
Geometry Grp	7	7	7	7	7	7
Degree of Util (X)	0.294	0.541	0.75	0.267	0.383	0.232
Departure Headway (Hd)	6.905	6.102	7.187	6.005	7.538	6.99
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	517	588	503	595	475	510
Service Time	4.687	3.884	4.953	3.77	5.327	4.779
HCM Lane V/C Ratio	0.296	0.543	0.748	0.269	0.385	0.235
HCM Control Delay	12.6	15.9	28.6	11	15	11.9
HCM Lane LOS	B	C	D	B	B	B
HCM 95th-tile Q	1.2	3.2	6.4	1.1	1.8	0.9

Intersection	
Intersection Delay, s/veh	15.4
Intersection LOS	C

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	286	227	129	296	157	110
Future Vol, veh/h	286	227	129	296	157	110
Peak Hour Factor	0.94	0.94	0.90	0.90	0.88	0.88
Heavy Vehicles, %	2	1	1	3	3	8
Mvmt Flow	304	241	143	329	178	125
Number of Lanes	1	1	1	1	1	1

Approach	WB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	2	2
Conflicting Approach Left	NB		WB
Conflicting Lanes Left	2	0	2
Conflicting Approach Right	SB	WB	
Conflicting Lanes Right	2	2	0
HCM Control Delay	16.9	14.8	13.5
HCM LOS	C	B	B

Lane	NBLn1	NBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	100%	0%	100%	0%
Vol Thru, %	100%	0%	0%	0%	0%	100%
Vol Right, %	0%	100%	0%	100%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	129	296	286	227	157	110
LT Vol	0	0	286	0	157	0
Through Vol	129	0	0	0	0	110
RT Vol	0	296	0	227	0	0
Lane Flow Rate	143	329	304	241	178	125
Geometry Grp	7	7	7	7	7	7
Degree of Util (X)	0.267	0.551	0.606	0.398	0.368	0.243
Departure Headway (Hd)	6.708	6.028	7.169	5.935	7.431	7.006
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	533	595	502	604	482	510
Service Time	4.479	3.798	4.932	3.698	5.21	4.784
HCM Lane V/C Ratio	0.268	0.553	0.606	0.399	0.369	0.245
HCM Control Delay	11.9	16	20.4	12.6	14.5	12
HCM Lane LOS	B	C	C	B	B	B
HCM 95th-tile Q	1.1	3.3	4	1.9	1.7	0.9

Appendix F

Capacity Analysis Reports, Signal Control

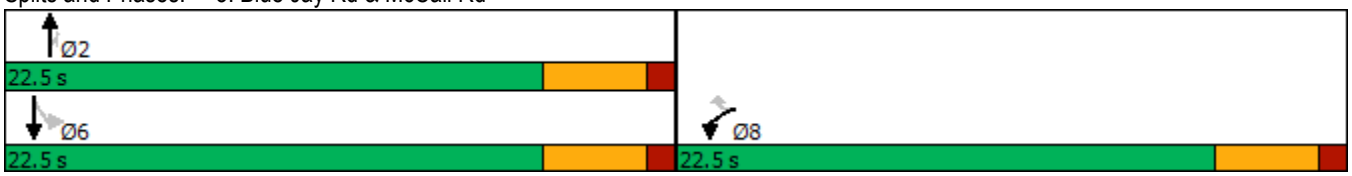
Phasings
3: Blue Jay Rd & McCall Rd

SIGNAL CONT
AM Peak Hour

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	263	112	135	281	159	104
Future Volume (vph)	263	112	135	281	159	104
Satd. Flow (prot)	1770	1553	1776	1583	1752	1881
Flt Permitted	0.950				0.660	
Satd. Flow (perm)	1770	1553	1776	1583	1217	1881
Satd. Flow (RTOR)		160		319		
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.70	0.70	0.88	0.88	0.87	0.87
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	4%	7%	2%	3%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	376	160	153	319	183	120
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Act Effct Green (s)	11.9	11.9	11.5	11.5	11.5	11.5
Actuated g/C Ratio	0.36	0.36	0.35	0.35	0.35	0.35
v/c Ratio	0.58	0.24	0.25	0.42	0.43	0.18
Control Delay	12.8	3.0	9.6	3.5	12.7	9.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	12.8	3.0	9.6	3.5	12.7	9.0
LOS	B	A	A	A	B	A
Approach Delay	9.9		5.4			11.2
Approach LOS	A		A			B
Queue Length 50th (ft)	43	0	17	0	22	13
Queue Length 95th (ft)	87	12	52	33	67	41
Internal Link Dist (ft)	598		673			610
Turn Bay Length (ft)	170			200	250	
Base Capacity (vph)	1011	955	1014	1040	695	1074
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.37	0.17	0.15	0.31	0.26	0.11

Intersection Summary			
Cycle Length: 45			
Actuated Cycle Length: 32.7			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.58			
Intersection Signal Delay: 8.6		Intersection LOS: A	
Intersection Capacity Utilization 41.7%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 3: Blue Jay Rd & McCall Rd



Phasings
3: Blue Jay Rd & McCall Rd

ALL-WAY STOP CONT
PM Peak Hour

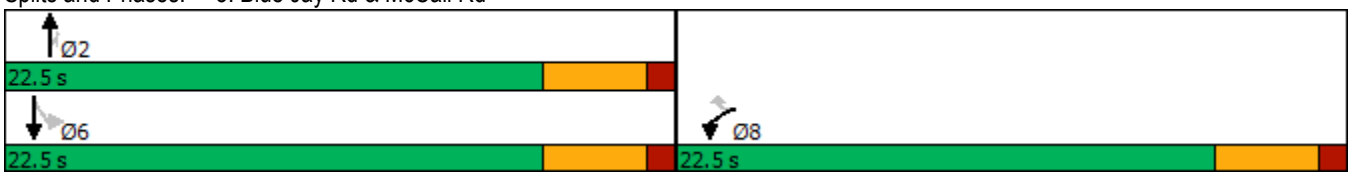
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	286	227	129	296	157	110
Future Volume (vph)	286	227	129	296	157	110
Satd. Flow (prot)	1770	1599	1881	1568	1752	1759
Flt Permitted	0.950				0.666	
Satd. Flow (perm)	1770	1599	1881	1568	1229	1759
Satd. Flow (RTOR)		241		329		
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.94	0.94	0.90	0.90	0.88	0.88
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	1%	1%	3%	3%	8%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	304	241	143	329	178	125
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Act Effct Green (s)	10.7	10.7	11.0	11.0	11.0	11.0
Actuated g/C Ratio	0.34	0.34	0.35	0.35	0.35	0.35
v/c Ratio	0.50	0.34	0.21	0.43	0.41	0.20
Control Delay	11.4	3.1	8.9	3.4	11.9	8.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	11.4	3.1	8.9	3.4	11.9	8.8
LOS	B	A	A	A	B	A
Approach Delay	7.7		5.1			10.6
Approach LOS	A		A			B
Queue Length 50th (ft)	32	0	14	0	19	12
Queue Length 95th (ft)	96	28	49	35	65	43
Internal Link Dist (ft)	598		673			610
Turn Bay Length (ft)	170			200	250	
Base Capacity (vph)	1062	1055	1128	1072	737	1055
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.29	0.23	0.13	0.31	0.24	0.12

Intersection Summary	
Cycle Length: 45	
Actuated Cycle Length: 31.1	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.50	
Intersection Signal Delay: 7.4	Intersection LOS: A
Intersection Capacity Utilization 42.6%	ICU Level of Service A
Analysis Period (min) 15	

Phasings
3: Blue Jay Rd & McCall Rd

ALL-WAY STOP CONT
PM Peak Hour

Splits and Phases: 3: Blue Jay Rd & McCall Rd



Appendix G

Accident Reports

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-0063	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/01/2022	08:33 AM	02/01/2022	08:35 AM	02/01/2022	08:39 AM	2	0	0	

Road of Occurence: MCCALL RD
At Its Intersection With: BLUE JAY RD
Not At Its Intersection But: ☐ Miles ☐ Feet ☐ North ☐ South ☐ East ☐ West
Of:
Latitude (Y) (Format): 32.2772866534203 (00.00000)
Longitude (X) (Format): -81.2671136856079 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
HUMPHRIES	MICHAEL	A

Address: 107 MOREKIS DR

City	State	Zip	DOB
SAVANNAH	GA	31406	01/26/1994

Driver's License No.	Class	State	Country
058904105	C	GA	US

Insurance Co.	Policy No.	Telephone No.
ROOT INSURANCE	TGQMZJ	8087584254

Year	Make	Model
2008	TOYOTA	SCION TC

VIN	Vehicle Color
JTKDE167780223492	BLUE

Tag #	State	County	Year
RWB4681	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
NUNEZ NARANJO	MARIA	GUADALUPE

Address: 11910 WHITE BLUFF RD APT N6

City	State	Zip
SAVANNAH	GA	31419-153

Removed By: SPRINGFIELD WRECKER ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
3	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	11	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	5

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:
Citation # 414500420 O.C.G.A. 40-6-71
Citation # 414500421 O.C.G.A. 40-6-15

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:
☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

■ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
EDENFIELD	TAYLOR	ANN

Address: 137 SALT CREEK RD

City	State	Zip	DOB
GARDEN CITY	GA	31405	06/06/2003

Driver's License No.	Class	State	Country
061125088	D	GA	US

Insurance Co.	Policy No.	Telephone No.
PROGRESSIVE	25140573	9124382689

Year	Make	Model
2010	NISSAN	VERSA

VIN	Vehicle Color
3N1BC1AP2AL383514	RED

Tag #	State	County	Year
TAU4037	GA	CHATHAM	2022

Trailer Tag #	State	County	Year

■ Same as Driver

Owner Last Name	First	Middle
EDENFIELD	TAYLOR	ANN

Address: 137 SALT CREEK RD

City	State	Zip
GARDEN CITY	GA	31405

Removed By: SMITHY'S WRECKER SERVICE ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	10	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
4	11	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	5

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:
☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

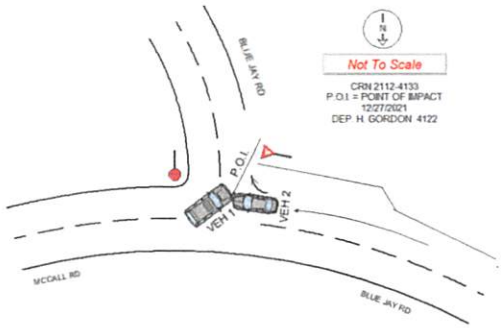
COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	2	1	

NARRATIVE

Vehicle 1 was east bound, attempting to turn left onto Blue Jay Road at new intersection of Blue Jay Rd and McCall Rd and struck vehicle 2 during turning manuever. Vehicle 2 was travelling east on Blue Jay Rd, headed toward McCall Rd at the new intersection and was struck by vehicle 1 while vehicle 1 was attempting to turn left onto Blue Jay Rd.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
GARDNER, LEONARD	112 BROOKFIELD DR	GUYTON	GA	31312	2067303902

OCCUPANT INFORMATION

1	Name (Last, First): BRAGG, SHEILA					Address: 28B HIDDEN CREEK DR GUYTON GA 31312-459					
	Age: 56	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): BOWERS, TIFFANY					Address: 1475 BENTON BLVD APT 324 SAVANNAH GA 31407-049					
	Age: 26	Sex: F	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
3	Name (Last, First):					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
4	Name (Last, First):					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken: ☐ Yes ☐ No By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
GORDON, HUGH	EFFINGHAM COUNTY	12/27/2021	BARBER, MAX	12/28/2021

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-1786	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/11/2022	04:25 PM	02/11/2022	04:25 PM	02/11/2022	04:25 PM	4	0	0	

Road of Occurence: BLUE JAY RD
At Its Intersection With: MCCALL RD
Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West
Of:
Latitude (Y) (Format): 32.277665 (00.00000)
Longitude (X) (Format): -81.266885 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
HUNTER	JACQUELYN	C

Address: 132 DAVIS ST

City	State	Zip	DOB
GUYTON	GA	31312-000	11/17/1953

Driver's License No.	Class	State	Country
055958257	C	GA	US

Insurance Co.	Policy No.	Telephone No.
GEICO	9100212173	9127723215

Year	Make	Model
2018	NISSAN	ALTIMA 4S

VIN: 1N4AL3APXJC133122
Vehicle Color: BLUE

Tag #	State	County	Year
CMW4588	GA	COBB	2022

Trailer Tag #	State	County	Year

☐ Same as Driver
Owner Last Name: HUNTER
First: DANIEL
Middle: DEMETRIUS

Address: 3080 GUARDIAN WALK NW

City	State	Zip
KENNESAW	GA	30152-603

Removed By: RAHNS WRECKER SERVICE
☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4
Vehicle Contributing Factors: 11
Roadway Contributing Factors: 1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	12	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
4	55	0

Traffic Control: 5
Device Inoperative: ☐ Yes ■ No

Citation Information:
Citation # 411300550
O.C.G.A. 40-6-72B

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address | City | State | Zip
U.S.D.O.T.# | No. of Axles | G.V.W.R.
Cargo Body Type | Vehicle Config. | ☐ Interstate ☐ Intrastate | Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No | C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No | Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

☐ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
SMITH	ZAYNE	EDWARD

Address: 114 RUNS CROSSING DR

City	State	Zip	DOB
SPRINGFIELD	GA	31329-434	04/17/2003

Driver's License No.	Class	State	Country
060965957	C	GA	US

Insurance Co.	Policy No.	Telephone No.
STATE FARM	112C925977	9127049889

Year	Make	Model
1996	FORD	F250 TK

VIN: 1FTHX26F5TEB33611
Vehicle Color: BLUE

Tag #	State	County	Year
TDY1626	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver
Owner Last Name: SMITH
First: ZAYNE
Middle: EDWARD

Address: 114 RUNS CROSSING DR

City	State	Zip
SPRINGFIELD	GA	31329-434

Removed By: RAHNS WRECKER SERVICE
☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1
Vehicle Contributing Factors: 1
Roadway Contributing Factors: 1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	10	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	21	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	12	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
4	55	0

Traffic Control: 7
Device Inoperative: ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address | City | State | Zip
U.S.D.O.T.# | No. of Axles | G.V.W.R.
Cargo Body Type | Vehicle Config. | ☐ Interstate ☐ Intrastate | Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No | C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No | Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
2	7	1	1	

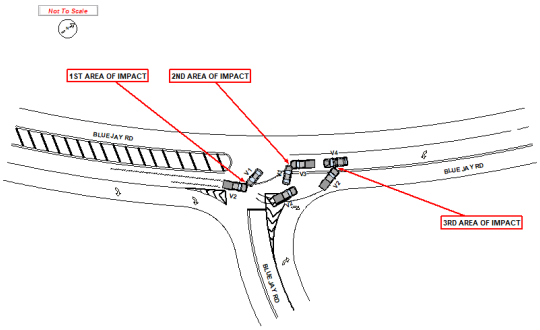
NARRATIVE

Vehicle 1 was traveling south in the left turn lane on Blue Jay Rd at it's intersection with Blue Jay Rd. Vehicle 2 was traveling north on Blue Jay Rd approaching the intersection with Blue Jay Rd. Vehicles 3 and 4 were traveling south in the left turn lane behind Vehicle 1 on Blue Jay Rd.

Vehicle 1 attempted a left turn and entered the lane of travel for Vehicle 2. The vehicles collided head on. The impact rotated Vehicle 1 180 degrees counter-clockwise, where it collided with the front of Vehicle 3. Vehicle 2 went into a counter-clockwise yaw and collided with the drivers door area of Vehicle 4.

Driver of Vehicle 1 was transported to Memorial Hospital. The driver of Vehicle 1 is cited for failure to yield while turning left.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): HUNTER, JACQUELYN					Address: 132 DAVIS ST GUYTON GA 31312-000					
	Age: 68	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 1	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL HEALTH		By: EFFINGHAM EMS		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): SMITH, ZAYNE					Address: 114 RUNS CROSSING DR SPRINGFIELD GA 31329-434					
	Age: 18	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): CARTER JR, DESSIE					Address: 420 OAKWOOD DR HARDEEVILLE SC 29927					
	Age: 39	Sex: M	Unit #: 3	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): MAYVILLE, KATHERINE					Address: 28 HERMITAGE DR RICHMOND HILL GA 31324					
	Age: 24	Sex: F	Unit #: 3	Position: 3	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken:	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.
☐ Yes ■ No		

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
FONDREN, JASON	EFFINGHAM COUNTY	02/11/2022	FONDREN, JASON	02/14/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-1786	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/11/2022	04:25 PM	02/11/2022	04:25 PM	02/11/2022	04:25 PM	4	0	0	

Road of Occurence: BLUE JAY RD
At Its Intersection With: MCCALL RD
Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West
Of:
Latitude (Y) (Format): 32.277665 (00.00000)
Longitude (X) (Format): -81.266885 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 3

☐ Susp At Fault

Driver	Ped	Bike
■	☐	☐

LAST NAME	FIRST NAME	MIDDLE NAME
CARTER JR	DESSIE	DEWITT

Address: 420 OAKWOOD DR

City	State	Zip	DOB
HARDEEVILLE	SC	29927	09/27/1982

Driver's License No.	Class	State	Country
102231748	D	SC	US

Insurance Co.	Policy No.	Telephone No.
CINCINNATI INSURANCE	ENP0601631	8436947555

Year	Make	Model
2015	GMC	SIERRA

VIN	Vehicle Color
1GT12ZE86FF509646	WHITE

Tag #	State	County	Year
GTG818	SC	JASPER	2022

Trailer Tag #	State	County	Year

■ Same as Driver

Owner Last Name	First	Middle
CARTER JR	DESSIE	DEWITT

Address: 420 OAKWOOD DR

City	State	Zip
HARDEEVILLE	SC	29927

Removed By: DRIVER
☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	10	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	2	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
2	12	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
4	55	0

Traffic Control: 7
Device Inoperative: ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 4

☐ Susp At Fault

Driver	Ped	Bike
■	☐	☐

LAST NAME	FIRST NAME	MIDDLE NAME
SNOOKS	AMBER	CASEY

Address: 103 KINGSLEY DR S

City	State	Zip	DOB
GUYTON	GA	31312-535	12/25/1989

Driver's License No.	Class	State	Country
052037730	C	GA	US

Insurance Co.	Policy No.	Telephone No.
COUNTRY MUTUAL	GA5629117	9127045317

Year	Make	Model
2017	TOYOTA	4RUNNER SR5 LI MP

VIN	Vehicle Color
JTEZU5JR0H5155292	GRA

Tag #	State	County	Year
RBU8794	GA		2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
SNOOKS	AMBER	CASEY

Address: 103 KINGSLEY DR S

City	State	Zip
GUYTON	GA	31312-535

Removed By: SMITH'S WRECKER SERVICES
☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	4	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	11	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	9	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
4	55	0

Traffic Control: 7
Device Inoperative: ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Item XI. 5.

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
2	7	1	1	

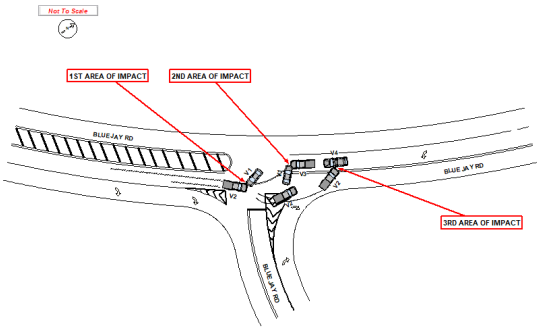
NARRATIVE

Vehicle 1 was traveling south in the left turn lane on Blue Jay Rd at it's intersection with Blue Jay Rd. Vehicle 2 was traveling north on Blue Jay Rd approaching the intersection with Blue Jay Rd. Vehicles 3 and 4 were traveling south in the left turn lane behind Vehicle 1 on Blue Jay Rd.

Vehicle 1 attempted a left turn and entered the lane of travel for Vehicle 2. The vehicles collided head on. The impact rotated Vehicle 1 180 degrees counter-clockwise, where it collided with the front of Vehicle 3. Vehicle 2 went into a counter-clockwise yaw and collided with the drivers door area of Vehicle 4.

Driver of Vehicle 1 was transported to Memorial Hospital. The driver of Vehicle 1 is cited for failure to yield while turning left.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): HUNTER, JACQUELYN					Address: 132 DAVIS ST GUYTON GA 31312-000					
	Age: 68	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 1	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL HEALTH		By: EFFINGHAM EMS		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): SMITH, ZAYNE					Address: 114 RUNS CROSSING DR SPRINGFIELD GA 31329-434					
	Age: 18	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): CARTER JR, DESSIE					Address: 420 OAKWOOD DR HARDEEVILLE SC 29927					
	Age: 39	Sex: M	Unit #: 3	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): MAYVILLE, KATHERINE					Address: 28 HERMITAGE DR RICHMOND HILL GA 31324					
	Age: 24	Sex: F	Unit #: 3	Position: 3	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken:	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.
☐ Yes ■ No		

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
FONDREN, JASON	EFFINGHAM COUNTY	02/11/2022	FONDREN, JASON	02/14/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-4328	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/26/2022	03:38 PM	02/26/2022	03:42 PM	02/26/2022	03:47 PM	4	4	0	

Road of Occurence: MCCALL RD
At Its Intersection With: BLUE JAY RD
Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West
Of:
Latitude (Y) (Format): 32.2771914084204 (00.00000)
Longitude (X) (Format): -81.2694311141968 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike
☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
WAY	OLIVIA	MARY

Address: 203 MOULTRIE DR

City	State	Zip	DOB
RINCON	GA	31326-528	05/26/1949

Driver's License No.	Class	State	Country
061007751	C	GA	US

Insurance Co.	Policy No.	Telephone No.
SAFECO INS CO OF	F3673590	9122104244

Year	Make	Model
2018	KIA	SPORTAGE MP

VIN	Vehicle Color
KNDPN3AC1J7343726	SIL

Tag #	State	County	Year
RKU3378	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
WAY	OLIVIA	MARY

Address: 203 MOULTRIE DR

City	State	Zip
RINCON	GA	31326-528

Removed By: SMITH'S WRECKER ☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	11	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
3	12	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

☐ Driver ☐ Ped ☐ Bike
☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
SIPES	JUSTIN	TYLER

Address: 203 PALM BAY DR

City	State	Zip	DOB
RICHMOND HILL	GA	31324-605	08/02/1995

Driver's License No.	Class	State	Country
058068285	C	GA	US

Insurance Co.	Policy No.	Telephone No.
PROGRESSIVE MOUNTAIN	955257025	

Year	Make	Model
2016	KIA	SPORTAGE MP

VIN	Vehicle Color
KNDPC3AC6G7845856	WHITE

Tag #	State	County	Year
TDE1252	GA	BRYAN	2022

Trailer Tag #	State	County	Year

■ Same as Driver

Owner Last Name	First	Middle
SIPES	JUSTIN	TYLER

Address: 203 PALM BAY DR

City	State	Zip
RICHMOND H	GA	31324-605

Removed By: RAHN'S WRECKER ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	5	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	11	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
2	12	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

COLLISION FIELDS

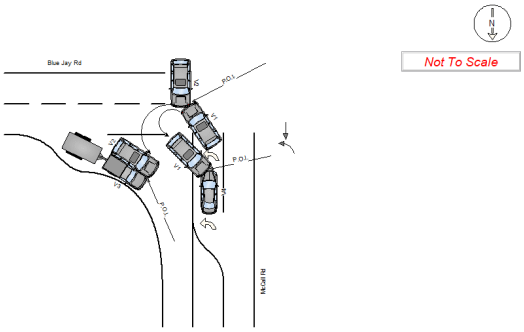
Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
2	7	1	1	

NARRATIVE

On Saturday, February 26, 2022, I was dispatched to the above area for an accident. Upon arrival, I spoke to V1, "RKU3378/GA, driver, Olivia Way, and she stated she was in the southbound turn lane on McCall Rd to turn left onto Blue Jay Rd. V1 stated she watched the cars going onto Blue Jay at the yield sign and when the last car pulled up to it, she turned left and collided with V2 "TDE1252/GA", driver, Justin Sipes, who was traveling northbound on McCall Rd. V2 then collided with V3, "CDB2611/GA" "TT93Y22/GA", driver, Justin Stevens, which was sitting at the yield sign to go north bound on McCall Rd from Blue Jay Rd. V1 was in the center of the intersection and the car then rolled into V4, "CNV6277/GA", driver, Brittany Allen, which was sitting in the turn lane on McCall Rd to turn left onto Blue Jay Rd. V1 occupants went to Memorial for complaints of injuries. V2 driver had shoulder/neck pain and passenger had abdominal pain and refused EMS at the scene and stated they were going to go by themselves to the hospital. V3 driver complained of back and leg pain and passenger complained of arm pain and refused EMS at the scene and stated they were going to go by themselves to the hospital. V4 occupants had no complaint of injuries at the time.

NARRATIVE CONTINUED ON SUPPLEMENT PAGE...

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): WAY, OLIVIA					Address: 203 MOULTRIE DR RINCON GA 31326-528					
	Age: 72	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):			
2	Name (Last, First): WAY, CARSON					Address: 203 MOULTRIE DR RINCON GA 31312					
	Age: 10	Sex: M	Unit #: 1	Position: 4	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):			
3	Name (Last, First): WAY , CAROLINE					Address: 203 MOULTRIE DR RINCON GA 31326					
	Age: 8	Sex: F	Unit #: 1	Position: 6	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):			
4	Name (Last, First): SIPES, JUSTIN					Address: 203 PALM BAY DR RICHMOND HILL GA 31324-605					
	Age: 26	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 4	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):			

ADMINISTRATIVE

Photos Taken: ☐ Yes ☐ No By:

Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
BROOKS, ZACHARY	EFFINGHAM COUNTY	02/27/2022	HANDSHUMAKER, DANIEL	02/28/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-4328	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/26/2022	03:38 PM	02/26/2022	03:42 PM	02/26/2022	03:47 PM	4	4	0	

Road of Occurence: MCCALL RD
At Its Intersection With: BLUE JAY RD
Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West
Of:
Latitude (Y) (Format): 32.2771914084204 (00.00000)
Longitude (X) (Format): -81.2694311141968 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 3

☐ Susp At Fault

Driver	Ped	Bike
■	☐	☐

LAST NAME	FIRST NAME	MIDDLE NAME
STEVENS	JUSTIN	LEANDOR

Address: 122 ROSE DR

City	State	Zip	DOB
SPRINGFIELD	GA	31329-493	07/16/1981

Driver's License No.	Class	State	Country
054497625	A	GA	US

Insurance Co.	Policy No.	Telephone No.
STATE FARM MUTUAL	STATE FARM MUTUAL	9125473229

Year	Make	Model
2014	RAM	TRUCK 1500 SLT TK

VIN: 1C6RR6GT3ES377280
Vehicle Color: WHITE

Tag #	State	County	Year
CDB2611	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year
TT93Y22	GA	EFFINGHAM	2022

■ Same as Driver

Owner Last Name	First	Middle
STEVENS	JUSTIN	LEANDOR

Address: 122 ROSE DR

City	State	Zip
SPRINGFIELD	GA	31329-493

Removed By: ☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	4	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	2	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
2	9	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7
Device Inoperative: ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 4

☐ Susp At Fault

Driver	Ped	Bike
■	☐	☐

LAST NAME	FIRST NAME	MIDDLE NAME
ALLEN	BRITTANY	

Address: 254 FISH RD

City	State	Zip	DOB
SYLVANIA	GA	30467-933	06/27/1992

Driver's License No.	Class	State	Country
054689274	C	GA	US

Insurance Co.	Policy No.	Telephone No.
STATE FARM MUTUAL	112C370944	9127040135

Year	Make	Model
2018	TOYOTA	CAMRY SE 4S

VIN: 4T1B11HK5JU128323
Vehicle Color: WHITE

Tag #	State	County	Year
CNV6277	GA	SCREVEN	2022

Trailer Tag #	State	County	Year

■ Same as Driver

Owner Last Name	First	Middle
ALLEN	BRITTANY	

Address: 254 FISH RD

City	State	Zip
SYLVANIA	GA	30467-933

Removed By: ☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
2	12	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7
Device Inoperative: ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Item XI. 5.

COLLISION FIELDS

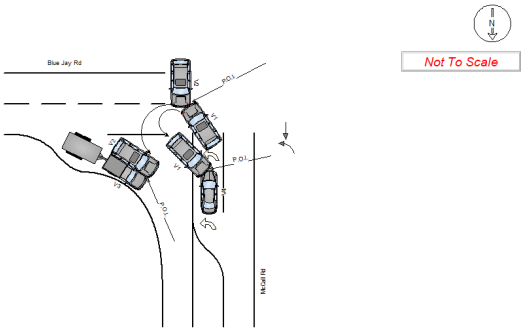
Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
2	7	1	1	

NARRATIVE

On Saturday, February 26, 2022, I was dispatched to the above area for an accident. Upon arrival, I spoke to V1, "RKU3378/GA, driver, Olivia Way, and she stated she was in the southbound turn lane on McCall Rd to turn left onto Blue Jay Rd. V1 stated she watched the cars going onto Blue Jay at the yield sign and when the last car pulled up to it, she turned left and collided with V2 "TDE1252/GA", driver, Justin Sipes, who was traveling northbound on McCall Rd. V2 then collided with V3, "CDB2611/GA" "TT93Y22/GA", driver, Justin Stevens, which was sitting at the yield sign to go north bound on McCall Rd from Blue Jay Rd. V1 was in the center of the intersection and the car then rolled into V4, "CNV6277/GA", driver, Brittany Allen, which was sitting in the turn lane on McCall Rd to turn left onto Blue Jay Rd. V1 occupants went to Memorial for complaints of injuries. V2 driver had shoulder/neck pain and passenger had abdominal pain and refused EMS at the scene and stated they were going to go by themselves to the hospital. V3 driver complained of back and leg pain and passenger complained of arm pain and refused EMS at the scene and stated they were going to go by themselves to the hospital. V4 occupants had no complaint of injuries at the time.

NARRATIVE CONTINUED ON SUPPLEMENT PAGE...

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): WAY, OLIVIA					Address: 203 MOULTRIE DR RINCON GA 31326-528					
	Age: 72	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): WAY, CARSON					Address: 203 MOULTRIE DR RINCON GA 31312					
	Age: 10	Sex: M	Unit #: 1	Position: 4	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): WAY , CAROLINE					Address: 203 MOULTRIE DR RINCON GA 31326					
	Age: 8	Sex: F	Unit #: 1	Position: 6	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: MEMORIAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): SIPES, JUSTIN					Address: 203 PALM BAY DR RICHMOND HILL GA 31324-605					
	Age: 26	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 4	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken: ☐ Yes ☐ No	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
BROOKS, ZACHARY	EFFINGHAM COUNTY	02/27/2022	HANDSHUMAKER, DANIEL	02/28/2022

Agency Case Number: 2202-4328	Estimated Crash Date: 02/26/2022	BROOKS. BROOKS, ZACHA	Item XI. 5.

NARRATIVE

On Saturday, February 26, 2022, I was dispatched to the above area for an accident. Upon arrival, I spoke to V1, "RKU3378/GA, driver, Olivia Way, and she stated she was in the southbound turn lane on McCall Rd to turn left onto Blue Jay Rd. V1 stated she watched the cars going onto Blue Jay at the yield sign and when the last car pulle up to it, she turned left and collided with V2 "TDE1252/GA", driver, Justin Sipes, who was traveling northbound o McCall Rd. V2 then collided with V3, "CDB2611/GA" "TT93Y22/GA", driver, Justin Stevens, which was sitting at th yield sign to go north bound on McCall Rd from Blue Jay Rd. V1 was in the center of the intersection and the car then rolled into V4, "CNV6277/GA", driver, Brittany Allen, which was sitting in the turn lane on McCall Rd to turn left onto Blue Jay Rd. V1 occupants went to Memorial for complaints of injuries. V2 driver had shoulder/neck pai and passenger had abdominal pain and refused EMS at the scene and stated they were going to go by themselve to the hospital. V3 driver complained of back and leg pain and passenger complained of arm pain and refused EMS at the scene and stated they were going to go by themselves to the hospital. V4 occupants had no complaint of injuries at the time.

ADDITIONAL CITATION INFORMATION

Unit #:

ADDITIONAL OCCUPANT INFORMATION

5	Name (Last, First): SIPES, HUNTER					Address: 203 PALM BAY DR					
	Age:	Sex: F	Unit #: 2	Position: 3	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 4	Injury: 4	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
6	Name (Last, First): STEVENS, JUSTIN					Address: 122 ROSE DR					
	Age: 40	Sex: M	Unit #: 3	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 4	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
7	Name (Last, First): STEVENS, JADA					Address: 122 ROSE DR					
	Age: 16	Sex: F	Unit #: 3	Position: 3	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 4	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
8	Name (Last, First): ALLEN, BRITTANY					Address: 254 FISH RD					
	Age: 27	Sex: F	Unit #: 4	Position: 2	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
9	Name (Last, First): BISHOP, LISA					Address:					
	Age: 52	Sex: F	Unit #: 4	Position: 3	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		

ADDITIONAL WITNESS INFORMATION

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2203-0103	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
03/01/2022	10:29 AM	03/01/2022	10:31 AM	03/01/2022	10:32 AM	2	0	0	

Road of Occurence: MCCALL RD

At Its Intersection With: BLUE JAY RD

Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West

Of:

Latitude (Y) (Format): 32.27729 (00.00000)

Longitude (X) (Format): -81.26710167 (-00.00000)

☐ Corrected Report

☐ Sup To Original

☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike

LAST NAME	FIRST NAME	MIDDLE NAME
CAMACHO VEGA	CARLOS	EDIEL

☐ Susp At Fault

Address: 79 POPLAR ST

City	State	Zip	DOB
GUYTON	GA	31312	02/15/2003

Driver's License No.	Class	State	Country
061497237	C	GA	US

Insurance Co.	Policy No.	Telephone No.
USAA	023178037 G 07101	

Year	Make	Model
2006	HONDA	CR-V

VIN	Vehicle Color
SHSRD78916U408372	BEIGE

Tag #	State	County	Year
TBK9753	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
RODRIGUEZ	JOSE	LUIS

Address: 79 POPLAR ST

City	State	Zip
GUYTON	GA	31312

Removed By: SPRINGFIELD WRECKER ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
3	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	11	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	12	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	5

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

Citation # 414500429 O.C.G.A. 40-6-71

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address	City	State	Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.?	C.D.L. Suspended?	Vehicle Placarded?	Hazardous Materials?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

☐ Driver ☐ Ped ☐ Bike

LAST NAME	FIRST NAME	MIDDLE NAME
CARTER	RICKEY	BRYANT

☐ Susp At Fault

Address: 275 JABEZ JONES RD

City	State	Zip	DOB
GUYTON	GA	31312	02/14/2005

Driver's License No.	Class	State	Country
061817154	D	GA	US

Insurance Co.	Policy No.	Telephone No.
PROGRESSIVE	906534846	9126657216

Year	Make	Model
1996	FORD	THUNDERBIRD LX 2S

VIN	Vehicle Color
1FALP62W5TH123589	GREY

Tag #	State	County	Year
TAJ7070	GA	EFFINGHAM	2023

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
CARTER	TONY	BRYANT

Address: 275 JABEZ JONES RD

City	State	Zip
GUYTON	GA	31312

Removed By: SMITHEY'S WRECKER ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	10	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	12	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	5

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address	City	State	Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.?	C.D.L. Suspended?	Vehicle Placarded?	Hazardous Materials?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Item XI. 5.

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	

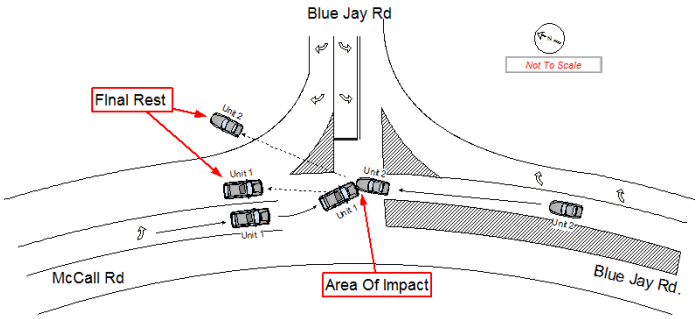
NARRATIVE

Vehicle 1 was executing a left turn to travel from McCall Rd. onto Blue Jay Rd. when it was struck by Vehicle 2 which was traveling east on Blue Jay Road at the intersection where Blue Jay Rd. transitions into McCall Rd. Vehicle 1 failed to yield to Vehicle 2 causing the crash. After impact, Vehicle 1 traveled North and came to rest facing South in the North/East Bound travel lane. Vehicle 2 continued through the intersection and came to final rest in a roadside ditch on the Northeast corner of the intersection. Both Vehicles received disabling damage to their front ends and had to be towed. Driver 1 complained of leg pain and was transported to received medical treatment. Driver 2 complained of hand pain and shoulder pain from airbag and seat belt deployments.

Driver 2 stated he was negotiating the curve at the intersection when he observed Vehicle 1 not yielding, he applied his brakes in an attempt to avoid the collision to no avail. Skid mark evidence at the scene supports this statement.

NARRATIVE CONTINUED ON SUPPLEMENT PAGE...

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
OLSON, COLLIN	418 PLANTATION WAY	RINCON	GA	31326	9123984854
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): CAMACHO VEGA, CARLOS					Address: 79 POPLAR ST GUYTON GA 31312					
	Age: 19	Sex: M	Unit #: 1	Position: 1	Safety Eq: 5	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: EFFINGHAM COUNTY		By: EFFINGHAM EMS		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): CARTER, RICKEY					Address: 275 JABEZ JONES RD GUYTON GA 31312					
	Age: 17	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 1	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken:	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.
☐ Yes ■ No		

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
MCKIE, JAMES D	EFFINGHAM COUNTY	03/01/2022	MUNDY, BRIAN	03/07/2022

Agency Case Number: 2203-0103	Estimated Crash Date: 03/01/2022	MCKIE. JAMES D MCKIE, JAMES	Item XI. 5.

NARRATIVE

Vehicle 1 was executing a left turn to travel from McCall Rd. onto Blue Jay Rd. when it was struck by Vehicle 2 which was traveling east on Blue Jay Road at the intersection where Blue Jay Rd. transitions into McCall Rd. Vehicle 1 failed to yield to Vehicle 2 causing the crash. After impact, Vehicle 1 traveled North and came to rest facing South in the North/East Bound travel lane. Vehicle 2 continued through the intersection and came to final rest in a roadside ditch on the Northeast corner of the intersection. Both Vehicles received disabling damage to their front ends and had to be towed. Driver 1 complained of leg pain and was transported to received medical treatment. Driver 2 complained of hand pain and shoulder pain from airbag and seat belt deployments.

Driver 2 stated he was negotiating the curve at the intersection when he observed Vehicle 1 not yielding, he applied his brakes in an attempt to avoid the collision to no avail. Skid mark evidence at the scene supports this statement.

Witness 1 was traveling directly behind Vehicle 1 and stated that Vehicle 1 entered the turn lane abruptly and immediately turned left, directly into the path of Vehicle 2.

Driver 1 was cited for failure to yield while turning left.

ADDITIONAL CITATION INFORMATION

Unit #:

Citation # 414500429 O.C.G.A. 40-6-71

ADDITIONAL OCCUPANT INFORMATION

ADDITIONAL WITNESS INFORMATION

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2203-0211	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
03/02/2022	06:55 AM	03/02/2022	06:57 AM	03/02/2022	07:04 AM	2	0	0	SPRINGFIELD

Road of Occurence: BLUEJAY RD
At Its Intersection With: MCCALL RD
Not At Its Intersection But: ☐ Miles ☐ Feet ☐ North ☐ South ☐ East ☐ West
Of:
Latitude (Y) (Format): 32.28459333 (00.00000)
Longitude (X) (Format): -81.23327667 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
BROWN	RONNIE	KEN

Address: 123 OAKWOOD CT

City	State	Zip	DOB
SPRINGFIELD	GA	31329-461	09/12/2005

Driver's License No.	Class	State	Country
070162816		GA	US

Insurance Co.	Policy No.	Telephone No.
PROGRESSIVE	925143328	9128001494

Year	Make	Model
2015	DODGE	CHARGER 4S

VIN	Vehicle Color
2C3CDXBG5FH771261	GRA

Tag #	State	County	Year
CLQ4254	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
GRIFFIN	KENDRIA	SAMONE

Address: 192 QUAIL RUN CIR

City	State	Zip
SPRINGFIELD	GA	31329-610

Removed By: SMITHS TOWING ■ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	11	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
2	45	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address	City	State	Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.? ☐ Yes ☐ No | C.D.L. Suspended? ☐ Yes ☐ No

Vehicle Placarded? ☐ Yes ☐ No | Hazardous Materials? ☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

■ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
PHILPOT	CARTER	

Address: 131 JOYCE CV

City	State	Zip	DOB
GUYTON	GA	31312-614	08/24/2005

Driver's License No.	Class	State	Country
062018763		GA	US

Insurance Co.	Policy No.	Telephone No.
STATE FARM	1128471383	4046973958

Year	Make	Model
2007	HONDA	ACCORD U.S. EX 4S

VIN	Vehicle Color
1HGCM56857A126386	BLU

Tag #	State	County	Year
RCJ3565	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
NORTON PHILPOT	JUSTIN	DANIEL

Address: 131 JOYCE CV

City	State	Zip
GUYTON	GA	31312-614

Removed By: SPRINGFIELD TOWING ☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	5	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	9	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
2	45	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address	City	State	Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.? ☐ Yes ☐ No | C.D.L. Suspended? ☐ Yes ☐ No

Vehicle Placarded? ☐ Yes ☐ No | Hazardous Materials? ☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	

NARRATIVE

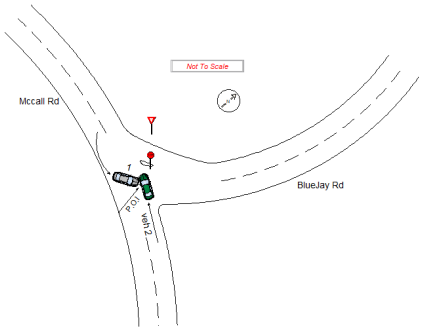
Driver #1 was attempting to make a left turn onto Bluejay Rd when it failed to yield to Driver #2 while turning left.

Driver #2 was traveling north when he stated driver #1 turned in front of him, causing the crash.

Neither driver was complaint of any injuries.

Based on the physical evidence and both statements, I determined Driver#1 to be at fault for failure to yield while turning left.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): BROWN, RONNIE					Address: 123 OAKWOOD CT SPRINGFIELD GA 31329-461					
	Age: 16	Sex: M	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): PHILPOT, CARTER					Address: 131 JOYCE CV GUYTON GA 31312-614					
	Age: 16	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken: ☐ Yes ☐ No By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
LANG, ADAM MICHAEL	EFFINGHAM COUNTY	03/02/2022	HANDSHUMAKER, DANIEL	03/08/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2203-0652	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
03/04/2022	03:40 PM	03/04/2022	03:41 PM	03/04/2022	03:47 PM	2	0	0	

Road of Occurence: MCCALL RD
At Its Intersection With: BLUE JAY RD
Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West
Of:
Latitude (Y) (Format): 32.27725333 (00.00000)
Longitude (X) (Format): -81.26706833 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
GREEN	ETHAN	DANIEL

Address: 2 VERSAILLES CT

City	State	Zip	DOB
SAVANNAH	GA	31419	01/14/2000

Driver's License No.	Class	State	Country
059411574	C	GA	US

Insurance Co.	Policy No.	Telephone No.
UTICA NATIONAL	5495557	9122336764

Year	Make	Model
2015	FORD	TRANSIT T-250

VIN	Vehicle Color
1FTNR1CM2FKA14270	WHITE

Tag #	State	County	Year
PWU5994	GA	CHATHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
INCORPORATED	SRB	

Address: 4131 OGEECHEE RD STE 131

City	State	Zip
SAVANNAH	GA	31405

Removed By: DRIVER
☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	4

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
3	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	10	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	11	3

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	5

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7
Device Inoperative ☐ Yes ■ No

Citation Information:
Citation # 414500441 O.C.G.A. 40-6-71

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

■ Driver ☐ Ped ☐ Bike ☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
MALLORY	BRIAN	M

Address: 916 NEASE RD

City	State	Zip	DOB
GUYTON	GA	31312	07/05/1968

Driver's License No.	Class	State	Country
054530400	CM	GA	US

Insurance Co.	Policy No.	Telephone No.
USAA	00495 98 07C 71051	9126639405

Year	Make	Model
2007	DODGE	RAM TRUCK 2500

VIN	Vehicle Color
3D7KS29A47G795365	WHITE

Tag #	State	County	Year
PXK8623	CT	EFFINGHAM	2022

Trailer Tag #	State	County	Year

■ Same as Driver

Owner Last Name	First	Middle
MALLORY	BRIAN	M

Address: 916 NEASE RD

City	State	Zip
GUYTON	GA	31312

Removed By: SMITHEY'S WRECKER SERVICE
☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
1	10	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	2	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	11	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	5

Number of Lanes:	Posted Speed:	Work Zone:
3	55	0

Traffic Control: 7
Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name
Address City State Zip
U.S.D.O.T.# No. of Axles G.V.W.R.
Cargo Body Type Vehicle Config. ☐ Interstate ☐ Intrastate Fed. Reportable ☐ Yes ☐ No
C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No
Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No
Released? ☐ Yes ☐ No
If YES, Name of 4 Digit Number from Diamond or Box:
One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	

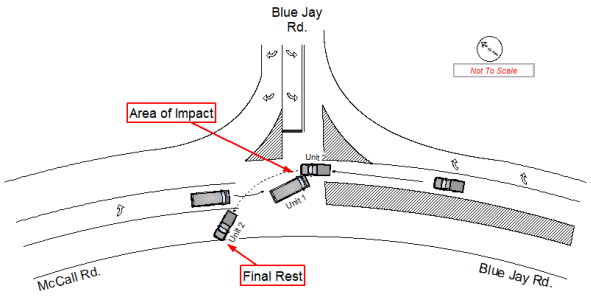
NARRATIVE

Vehicle 1 was executing a left turn to travel from McCall Rd. onto Blue Jay Rd. when it was struck by Vehicle 2 which was traveling east on Blue Jay Road at the intersection where Blue Jay Rd. transitions into McCall Rd. Vehicle 1 failed to yield to Vehicle 2 causing the crash. Vehicle 1 came to rest in the intersection while Vehicle 2 gyrated and came to rest in the south bound travel lane. Vehicle 1 received damage to the front end and was able to be driven away after dislocated plastic was removed from the bumper/under carriage areas. Vehicle 2 received disabling damage to the driver side front wheel and had to be towed.

Driver 1 reported no injuries. Driver 2 complained of neck, back, and leg pain and was transported for treatment.

Driver 1 was cited for failure to yield while turning left.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): GREEN, ETHAN					Address: 2 VERSAILLES CT SAVANNAH GA 31419					
	Age: 22	Sex: M	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): MALLORY, BRIAN					Address: 916 NEASE RD GUYTON GA 31312					
	Age: 53	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: EFFINGHAM COUNTY		By: EFFINGHAM EMS		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken: ☐ Yes ■ No	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
MCKIE, JAMES D	EFFINGHAM COUNTY	03/04/2022	MUNDY, BRIAN	03/07/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-2635	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/16/2022	03:57 PM	02/16/2022	03:58 PM	02/16/2022	04:04 PM	2	0	0	

Road of Occurence: MCCALL ROAD NORTH
At Its Intersection With: BLUE JAY ROAD
Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West
Of:
Latitude (Y) (Format): 32.27732667 (00.00000)
Longitude (X) (Format): -81.267075 (-00.00000)

☐ Corrected Report
☐ Sup To Original
☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike
☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
HARDING	LARISA	SHAYLYNN

Address: 42 LEISURE DR

City	State	Zip	DOB
GARDEN CIT	GA	31408-272	12/01/1998

Driver's License No.	Class	State	Country
061647248		GA	US

Insurance Co.	Policy No.	Telephone No.
MENDOTA INS CO	GA0012197M	5806471319

Year	Make	Model
2017	NISSAN	ALTIMA 4S

VIN	Vehicle Color
1N4BL3AP0HC175877	UNK

Tag #	State	County	Year
P305832	GA	CHATHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
ALVAREZ	HADI	NICOLE

Address: 42 LEISURE DR

City	State	Zip
SAVANNAH	GA	31408-272

Removed By: RAHN'S ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4 13 17

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	2	Vehicle Maneuver:	1	Non-Motor Maneuver:	
Vehicle Class:	1	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	1	Area of Initial Contact:	12	Damage to Veh:	4
Traffic-Way Flow:	1	Road Comp:	2	Road Character:	4
Number of Lanes:	3	Posted Speed:	55	Work Zone:	1

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

Citation # 415500569 O.C.G.A. 40-5-20

Citation # 415500570 O.C.G.A. 40-6-71

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address City State Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No

Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

☐ Driver ☐ Ped ☐ Bike
☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
VANCE	BETH	AMBER

Address: 102 FLETCHER LN

City	State	Zip	DOB
CLYO	GA	31303-290	02/28/1967

Driver's License No.	Class	State	Country
051352223	C	GA	US

Insurance Co.	Policy No.	Telephone No.
STATE FARM	1122368552	9126570660

Year	Make	Model
2018	TOYOTA	COROLLA L LE X 4S

VIN	Vehicle Color
2T1BURHE0JC000668	RED

Tag #	State	County	Year
CHR3665	GA	EFFINGHAM	2023

Trailer Tag #	State	County	Year

■ Same as Driver

Owner Last Name	First	Middle
VANCE	BETH	AMBER

Address: 102 FLETCHER LN

City	State	Zip
CLYO	GA	31303-290

Removed By: SMITHEY'S ☐ Request ■ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	1	Vehicle Maneuver:	5	Non-Motor Maneuver:	
Vehicle Class:	1	Vehicle Type:	1	Vision Obscured:	1
Number of Occupants:	1	Area of Initial Contact:	12	Damage to Veh:	4
Traffic-Way Flow:	1	Road Comp:	2	Road Character:	4
Number of Lanes:	3	Posted Speed:	55	Work Zone:	1

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address City State Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No

Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Item XI. 5.

COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	

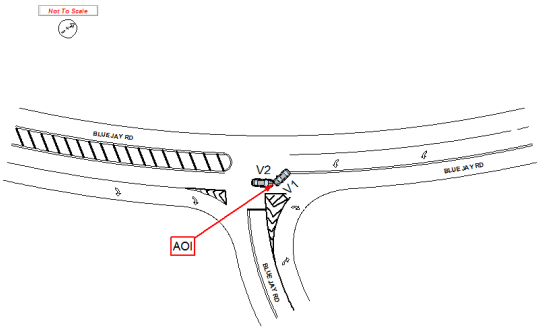
NARRATIVE

Vehicle 1 was in the left turn lane of McCall Road southbound to Blue Jay Road and turned in front of Vehicle 2, Northbound on McCall Road. Both vehicles struck in the intersection and came to an uncontrolled rest there.

Driver 1 told me she did not know what happened, the last thing she remembered was sitting in the turn lane. A check of her name and date of birth through GCIC showed she was denied a driver's license in Georgia. Driver 2 stated was just driving when the silver car turned in front of her and she did not have time to react.

Both driver's were transported to Effingham Hospital. Driver 1 left AMA immediately upon arrival. Driver 2 had injuries to her left wrist and chest as well as a seat belt abrasion to her left shoulder.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): HARDING, LARISA					Address: 42 LEISURE DR GARDEN CIT GA 31408-272					
	Age: 23	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 1	Injury: 4	Taken for Treatment: 1	
	Injured Taken To: EFFINGHAM HOSPITAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): VANCE, BETH					Address: 102 FLETCHER LN CLYO GA 31303-290					
	Age: 54	Sex: F	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 3	Taken for Treatment: 1	
	Injured Taken To: EFFINGHAM HOSPITAL		By: EMS UNIT 3		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):	EMS Arrival Time (Fatality Only):			Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken: ☐ Yes ■ No By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
GROVENSTEIN, CALEB	EFFINGHAM COUNTY	02/16/2022	GROVENSTEIN, CALEB	02/19/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2202-3938	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
02/24/2022	11:20 AM	02/24/2022	11:20 AM	02/24/2022	11:30 AM	1	0	0	

Road of Occurence: BLUE JAY

At Its Intersection With: MCCALL ROAD

Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West

Of:

Latitude (Y) (Format): 32.14321167 (00.00000)

Longitude (X) (Format): -81.37803667 (-00.00000)

☐ Corrected Report

☐ Sup To Original

■ Hit and Run

Unit # 1 — ■ Driver ☐ Ped ☐ Bike

☐ Susp At Fault

LAST NAME	FIRST NAME	MIDDLE NAME
SMITH	MARTHA	WILLIS

Address: 216 TIMBERGATE LN

City	State	Zip	DOB
RINCON	GA	31326-383	02/09/1941

Driver's License No.	Class	State	Country
000049591772	C	GA	US

Insurance Co.	Policy No.	Telephone No.
STATE FARM	1145430664	9127546164

Year	Make	Model	
2007	HONDA	CR-V	SW

VIN	Vehicle Color
JHLRE38317C005891	WHI

Tag #	State	County	Year
PTW5637	GA	EFFINGHAM	2023

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
SMITH	MARTHA	WILLIS

Address: 216 TIMBERGATE LN

City	State	Zip
RINCON	GA	31326-383

Removed By: ☐ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4

Vehicle Contributing Factors:	Roadway Contributing Factors:
1	1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	11	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	5	2

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	1

Number of Lanes:	Posted Speed:	Work Zone:
2	45	0

Traffic Control: 7 — Device Inoperative ■ Yes ☐ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address | City | State | Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.?	C.D.L. Suspended?	Vehicle Placarded?	Hazardous Materials?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

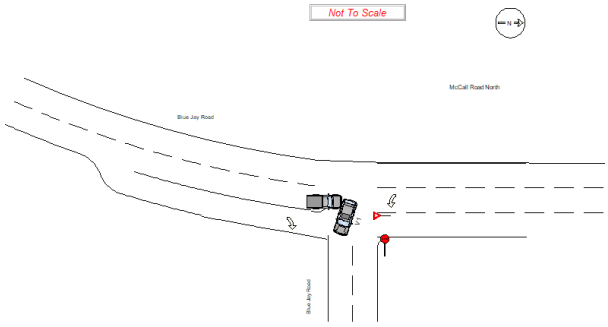
COLLISION FIELDS

Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	

NARRATIVE

Driver of the Honda CRV stated she was making a left hand turn on to Blue Jay Road from McCall Road North when a silver Chevy truck struck the back right end of her vehicle. She advised she pulled to the shoulder while the Chevy truck came to a stop then turned around and left the scene. Driver did not have any complaints of injuries and denied EMS on scene.

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): SMITH, MARTHA					Address: 216 TIMBERGATE LN RINCON GA 31326-383				
	Age: 81	Sex: F	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):	
2	Name (Last, First): ,					Address:				
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):	
3	Name (Last, First): ,					Address:				
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):	
4	Name (Last, First): ,					Address:				
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):	

ADMINISTRATIVE

Photos Taken: ☐ Yes ☐ No By:

Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
HANTON, BRITTANY	EFFINGHAM COUNTY	03/01/2022	SHEAROUSE, BRYAN	03/02/2022

Item XI. 5.

GEORGIA MOTOR VEHICLE CRASH REPORT

Agency Case Number	Agency NCIC Number	County	Date Re
2203-0597	GA0510000	EFFINGHAM	

Estimated Crash Date	Estimated Crash Time	Dispatch Date	Dispatch Time	Arrival Date	Arrival Time	Total Number of Vehicles	Total Number of Injuries	Total Number of Fatalities	Inside
03/04/2022	07:25 AM	03/04/2022	07:27 AM	03/04/2022	07:32 AM	2	0	0	

Road of Occurence: MCCALL ROAD

At Its Intersection With: BLUE JAY ROAD

Not At Its Intersection But: ☐ Miles ☐ North ☐ East ☐ Feet ☐ South ☐ West

Of:

Latitude (Y) (Format): 32.27763667 (00.00000)

Longitude (X) (Format): -81.266995 (-00.00000)

☐ Corrected Report

☐ Sup To Original

☐ Hit and Run

Unit # 1

☐ Driver ☐ Ped ☐ Bike

LAST NAME	FIRST NAME	MIDDLE NAME
WATERS	CLAY	BRANDON

☐ Susp At Fault

Address: 1281 LOW GROUND RD

City	State	Zip	DOB
GUYTON	GA	31312-513	04/03/1985

Driver's License No.	Class	State	Country
000054540314	C	GA	US

Insurance Co.	Policy No.	Telephone No.
OWNERS	482956400	9124296044

Year	Make	Model	
2006	FORD	F150	TK

VIN	Vehicle Color
1FTPW12596KB84606	GRA

Tag #	State	County	Year
RYC5866	GA	EFFINGHAM	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
WATERS	CLAY	BRANDON

Address: 1281 LOW GROUND RD

City	State	Zip
GUYTON	GA	31312-513

Removed By: SMITH'S ■ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 4 13 1 1

Vehicle Contributing Factors: 1 Roadway Contributing Factors: 1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
2	1	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	2	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
2	1	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
2	45	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address	City	State	Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No

Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

Unit # 2

☐ Driver ☐ Ped ☐ Bike

LAST NAME	FIRST NAME	MIDDLE NAME
BELL	JESSICA	WING

☐ Susp At Fault

Address: 180 JOSHUA CIR

City	State	Zip	DOB
ELLABELL	GA	31308-730	05/15/1978

Driver's License No.	Class	State	Country
000042055112			

Insurance Co.	Policy No.	Telephone No.
COUNTRY	JA5350239	9125074910

Year	Make	Model	
2020	KIA	SPORTAGE	MP

VIN	Vehicle Color
KNDP63AC6L7822711	SIL

Tag #	State	County	Year
CNG8663	GA	BRYAN	2022

Trailer Tag #	State	County	Year

☐ Same as Driver

Owner Last Name	First	Middle
BELL	JESSICA	WING

Address: 180 JOSHUA CIR

City	State	Zip
ELLABELL	GA	31308-730

Removed By: RAHN'S ■ Request ☐ List

Alcohol Test:	Type:	Results:	Drug Test:	Type:	Results:
2			2		

First Harmful Event:	Most Harmful Event:	Operator/Ped Cond:
11	11	1

Operator Contributing Factors: 1 1 1 1

Vehicle Contributing Factors: 1 Roadway Contributing Factors: 1

Direction of Travel:	Vehicle Maneuver:	Non-Motor Maneuver:
4	5	

Vehicle Class:	Vehicle Type:	Vision Obscured:
1	1	1

Number of Occupants:	Area of Initial Contact:	Damage to Veh:
1	12	4

Traffic-Way Flow:	Road Comp:	Road Character:
1	2	4

Number of Lanes:	Posted Speed:	Work Zone:
2	45	0

Traffic Control: 7 Device Inoperative ☐ Yes ■ No

Citation Information:

COMMERCIAL MOTOR VEHICLES ONLY

Carrier Name

Address	City	State	Zip

U.S.D.O.T.#	No. of Axles	G.V.W.R.

Cargo Body Type	Vehicle Config.	☐ Interstate ☐ Intrastate	Fed. Reportable ☐ Yes ☐ No

C.D.L.? ☐ Yes ☐ No C.D.L. Suspended? ☐ Yes ☐ No

Vehicle Placarded? ☐ Yes ☐ No Hazardous Materials? ☐ Yes ☐ No

Released? ☐ Yes ☐ No

If YES, Name of 4 Digit Number from Diamond or Box:

One Digit Number from Bottom of Diamond:

☐ Ran Off Road ☐ Down Hill Runaway ☐ Cargo Loss or Shift ☐ Separation of Units

COLLISION FIELDS

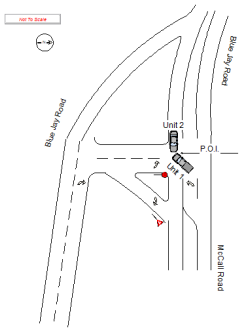
Manner of Collision:	Location at Area of Impact:	Weather:	Surface Condition:	Light Condition:
1	7	1	1	

NARRATIVE

On March 4, 2022 I responded to the intersection of Blue Jay Road and McCall Road for a two vehicle collision. Upon arrival I spoke with driver 2, who complained of some wrist pain but declined medical attention. Driver two stated she was traveling east on Blue Jay Road and was continuing through the curve to travel north on to McCall Road and when vehicle one pulled out in front of her.

I then spoke with driver one who stated he was traveling south on McCall Road and was in the left turn lane to turn on to Blue Jay Road. Driver two stated he was watching the traffic on Blue Jay Road in the turn lane and did not see driver two was not turing and continued to travel north to travel on to McCall Road. Driver two stated he pulled out in front of driver two and caused the collision. Driver one stated his daughter was also in the vehilce and had no injuries. Driver one stated his wife had alrteady picked up his daughter. Driver one complained of no injuries and declined medical attention. Both parties were given exchange of information sheets with their respective contact and insurance informatioNARRATIVE CONTINUED ON SUPPLEMENT PAGE...

DIAGRAM



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle:	Owner:

WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
,					
,					
,					

OCCUPANT INFORMATION

1	Name (Last, First): WATERS, CLAY					Address: 1281 LOW GROUND RD GUYTON GA 31312-513					
	Age: 36	Sex: M	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
2	Name (Last, First): WATERS, SUTTON					Address: 1281 LOW GROUND RD GUTON GA 31312					
	Age: 5	Sex: F	Unit #: 1	Position: 4	Safety Eq: 4	Ejected: 1	Extricated: 2	Air Bag: 2	Injury: 0	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
3	Name (Last, First): BELL, JESSICA					Address: 180 JOSHUA CIR ELLABELL GA 31308-730					
	Age: 43	Sex: F	Unit #: 2	Position: 3	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 1	Injury: 4	Taken for Treatment: 2	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		
4	Name (Last, First): ,					Address:					
	Age:	Sex:	Unit #:	Position:	Safety Eq:	Ejected:	Extricated:	Air Bag:	Injury:	Taken for Treatment:	
	Injured Taken To:		By:		EMS Notified Time (Fatality Only):		EMS Arrival Time (Fatality Only):		Hospital Arrival Time (Fatality Only):		

ADMINISTRATIVE

Photos Taken: ☐ Yes ☐ No	By:	Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404) 635-2963.

Report By:	Agency:	Report Date:	Checked By:	Date Checked:
WITHEM, KRISTOPHER	EFFINGHAM COUNTY	03/04/2022	GARLAND, JASON	03/06/2022

Agency Case Number: 2203-0597	Estimated Crash Date: 03/04/2022	WITHEM. WITHEM, KRISTOP	Item XI. 5.

NARRATIVE

On March 4, 2022 I responded to the intersection of Blue Jay Road and McCall Road for a two vehicle collision. Upon arrival I spoke with driver 2, who complained of some wrist pain but declined medical attention. Driver two stated she was traveling east on Blue Jay Road and was continuing through the curve to travel north on to McCall Road and when vehicle one pulled out in front of her.

I then spoke with driver one who stated he was traveling south on McCall Road and was in the left turn lane to turn on to Blue Jay Road. Driver two stated he was watching the traffic on Blue Jay Road in the turn lane and did not see driver two was not turing and continued to travel north to travel on to McCall Road. Driver two stated he pulled out in front of driver two and caused the collision. Driver one stated his daughter was also in the vehilce and had no injuries. Driver one stated his wife had alrteady picked up his daughter. Driver one complained of no injuries and declined medical attention. Both parties were given exchange of information sheets with their respective contact and insurance information. Smith's towing arrived on scene to take possession of vehicle one and Rahn's towing arrived on scene to take possesion of vehicle two.

ADDITIONAL CITATION INFORMATION

Unit #:

ADDITIONAL OCCUPANT INFORMATION

ADDITIONAL WITNESS INFORMATION

Appendix H

Signal Warrant Analysis Report

Traffic Signal Warrant Analysis

Project Name	**Blue Jay Rd and McCall Rd**
Project/File #	**22-11**
Scenario	**Existing Volumes**

Intersection Information	
Major Street Name	Blue Jay Rd/McCall Rd
North/South or East/West	N/S
Speed Limit	45 mph or greater
# of Approach Lanes	2 or more
% of Right Turn Traffic to Include	100%
Minor Street Name	Blue Jay Rd WB
# of Approach Lanes	1
% of Right Turn Traffic to Include	100%
Isolated Community < 10,000 pop	Yes

What Additional Warrants to Consider?	
Warrant 3, Peak Hour (A - Vol. and Delay)	Yes
Warrant 4, Pedestrian Volume	No
Warrant 5, School Crossing	No
Warrant 6, Coordinated Signal System	No
Warrant 7, Crash Experience	No
Warrant 8, Roadway Network	No
Warrant 9, Intersection Near a Grade Crossing	No
All-Way Stop Warrant	Yes

Spack Academy is part of the Spack Enterprise family of companies

SPACK ACADEMY

Traffic Signal Warrant Analysis

Blue Jay Rd/McCall Rd (Major Street) Volume

Northbound Volume by Hour				
Time	Left Turns	Through	Right Turns	Peds/Bikes
12 - 1 AM				
1 - 2 AM				
2 - 3 AM				
3 - 4 AM				
4 - 5 AM				
5 - 6 AM				
6 - 7 AM				
7 - 8 AM		135	281	
8 - 9 AM		81	241	
9 - 10 AM		74	198	
10 - 11 AM		77	169	
11 - 12 PM		57	161	
12 - 1 PM		65	193	
1 - 2 PM		62	160	
2 - 3 PM		75	174	
3 - 4 PM		97	202	
4 - 5 PM		129	296	
5 - 6 PM				
6 - 7 PM				
7 - 8 PM				
8 - 9 PM				
9 - 10 PM				
10 - 11 PM				
11 - 12 AM				
Total Vehicles (unadjusted)			2,927	0

Southbound Volume by Hour				
Time	Left Turns	Through	Right Turns	Peds/Bikes
12 - 1 AM				
1 - 2 AM				
2 - 3 AM				
3 - 4 AM				
4 - 5 AM				
5 - 6 AM				
6 - 7 AM				
7 - 8 AM	159	104		
8 - 9 AM	173	82		
9 - 10 AM	136	61		
10 - 11 AM	142	62		
11 - 12 PM	124	62		
12 - 1 PM	152	50		
1 - 2 PM	104	54		
2 - 3 PM	119	68		
3 - 4 PM	133	83		
4 - 5 PM	157	110		
5 - 6 PM				
6 - 7 PM				
7 - 8 PM				
8 - 9 PM				
9 - 10 PM				
10 - 11 PM				
11 - 12 AM				
Total Vehicles (unadjusted)			2,135	0

Blue Jay Rd WB (Minor Street) Volume

Eastbound Volume by Hour				
Time	Left Turns	Through	Right Turns	Peds/Bikes
12 - 1 AM				
1 - 2 AM				
2 - 3 AM				
3 - 4 AM				
4 - 5 AM				
5 - 6 AM				
6 - 7 AM				
7 - 8 AM				
8 - 9 AM				
9 - 10 AM				
10 - 11 AM				
11 - 12 PM				
12 - 1 PM				
1 - 2 PM				
2 - 3 PM				
3 - 4 PM				
4 - 5 PM				
5 - 6 PM				
6 - 7 PM				
7 - 8 PM				
8 - 9 PM				
9 - 10 PM				
10 - 11 PM				
11 - 12 AM				
Total Vehicles (unadjusted)			0	0

Westbound Volume by Hour				
Time	Left Turns	Through	Right Turns	Peds/Bikes
12 - 1 AM				
1 - 2 AM				
2 - 3 AM				
3 - 4 AM				
4 - 5 AM				
5 - 6 AM				
6 - 7 AM				
7 - 8 AM	263		112	
8 - 9 AM	138		70	
9 - 10 AM	130		82	
10 - 11 AM	150		107	
11 - 12 PM	158		106	
12 - 1 PM	187		111	
1 - 2 PM	233		141	
2 - 3 PM	261		166	
3 - 4 PM	246		171	
4 - 5 PM	286		227	
5 - 6 PM				
6 - 7 PM				
7 - 8 PM				
8 - 9 PM				
9 - 10 PM				
10 - 11 PM				
11 - 12 AM				
Total Vehicles (unadjusted)			3,345	0

SPACK ACADEMY

Traffic Signal Warrant Analysis

Additional Inputs for Warrants 3 to 9 and the Multi-Way Stop Warrants

Warrant 3: Peak Hour Delay Additional Information	
T-intersection or 4-legged?	T
Peak Hour Reviewed?	7-8 AM
Blue Jay Rd/McCall Rd (Major Street) Data	
Combined Approach Volume	679
Blue Jay Rd WB (Minor Street) Data	
High Volume Side Volume	375
High Volume Side Average Delay (Sec.)	55.3
High Volume Side # of Approach Lanes	2 or more
Low Volume Side Volume (leave blank if T)	

Warrant 4: Pedestrian Volume Additional Information	
Include Right Turn Reduction for Vehicular Volume?	Yes
300 feet or more to nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross?	Yes
If no, will a traffic control signal restrict the progressive movement of traffic?*	N/A
15th-percentile crossing speed of pedestrians less than 3.5 feet per second?**	No
If yes, then percent reduction to apply to crossing volume? (up to 50%)	N/A

* Include supporting documentation of no progressive movement impact.

** Not common. Include supporting documentation of low crossing speed.

Warrant 5: School Crossing	
Schoolchildren (elementary through high school) crossing the major street (Blue Jay	Yes
Consideration given to other remedial measures (warning signs/flashers, school speed zones, school crossing guards, or a grade-separated crossing)?	Yes
300 feet or more to nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross?	Yes
If no, will a traffic control signal restrict the progressive movement of traffic?*	N/A
Minimum of 20 schoolchildren crossing during the highest crossing hour?	Yes
Engineering Study completed showing the number of adequate gaps in the traffic stream during the period when schoolchildren are using the crossing is less than the number of minutes in the same period?**	No

* Include supporting documentation of no progressive movement impact.

** May need to include supporting documentation of inadequate gaps in traffic.

Warrant 6: Coordinated Signal System	
One-way or Two-way Street?	Two-Way
Adjacent traffic control signals do not provide the necessary degree of platooning, but will collectively provide a progressive operation with the proposed traffic control signal?	No
Resultant spacing of traffic control signals 1,000 feet or more?	Yes

Warrant 7: Crash Experience	
Number of reportable crashes (*types susceptible to correction by a traffic control signal*) within a 12-month period?*	4 or less
Adequate trial of alternatives with satisfactory observance and enforcement failed to reduce crash frequency?**	Yes
Include Right Turn Reduction for Vehicular Volume?	Yes

* May need to include supporting documentation of crash details.

** May need to include supporting documentation of alternative trail(s) and results.

Warrant 8: Roadway Network	
Common intersection of two major routes?*	Yes
Projected entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday?	Yes
5-Year projected traffic volumes meet one or more of Warrants 1, 2, and 3 during an average weekday?	Yes
Total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday)?	No

* Major Route defined as:

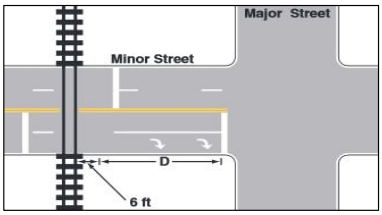
- Part of the street or highway system that serves as the principal roadway network for through traffic flow.
- Rural or suburban highways outside, entering, or traversing a city.
- Appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.

Warrant 9: Intersection Near a Grade Crossing	
Tracks cross which Blue Jay Rd WB	Southbound
Consideration given to other alternatives/trial of alternative failed to alleviate the safety concerns?*	Yes
Distance between STOP or YIELD controlled approach and center of track nearest to the intersection within 140 feet?	Yes
Clear storage distance (Distance D) between the tracks and the intersection? (See Below)	70 feet
Number of approach lanes at the crossing?	2 or more
Rail traffic per day?	3-5
Percentage of high-occupancy buses?**	0%
Percentage of Tractor-Trailer Trucks?	7.6%-12.5%

* Alternatives to consider or try should include:

- Providing additional pavement that would enable vehicles to clear the track or provide space for an evasive maneuver.
- Reassigning the stop controls at the intersection to make the approach across the track non-stopping.

** High-occupancy is defined as a bus occupied by at least 20 people.



Multi-Way Stop Warrant Additional Information	
Traffic control signal warranted & justified with existing traffic?	Yes
Number of *correctable* crashes* in 12-month period?	4
Peak Hour high volume approach average delay (Sec.)	55.3

* Crashes include right-turn and left-turn collisions as well as right-angle collisions.

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Spack Consulting · MikeOn traffic · SPACK ACADEMY · COUNTING cars.com · TDI TRAFFIC DATA INC.

Traffic Signal Warrant Analysis

Warrants 1 - 3 (Volume Warrants)

Project Name	Blue Jay Rd and McCall Rd
Project/File #	22-11
Scenario	Existing Volumes

Intersection Information			
Major Street (N/S Road)	Blue Jay Rd/McCall Rd	Minor Street (E/W Road)	Blue Jay Rd WB
Analyzed with	2 or more approach lanes	Analyzed with	1 Approach Lane
Total Approach Volume	5062 vehicles	Total Approach Volume	3345 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	0 percent applied	Right turn reduction of	0 percent applied

Reduction applied to Volume Warrant thresholds due to isolated community.

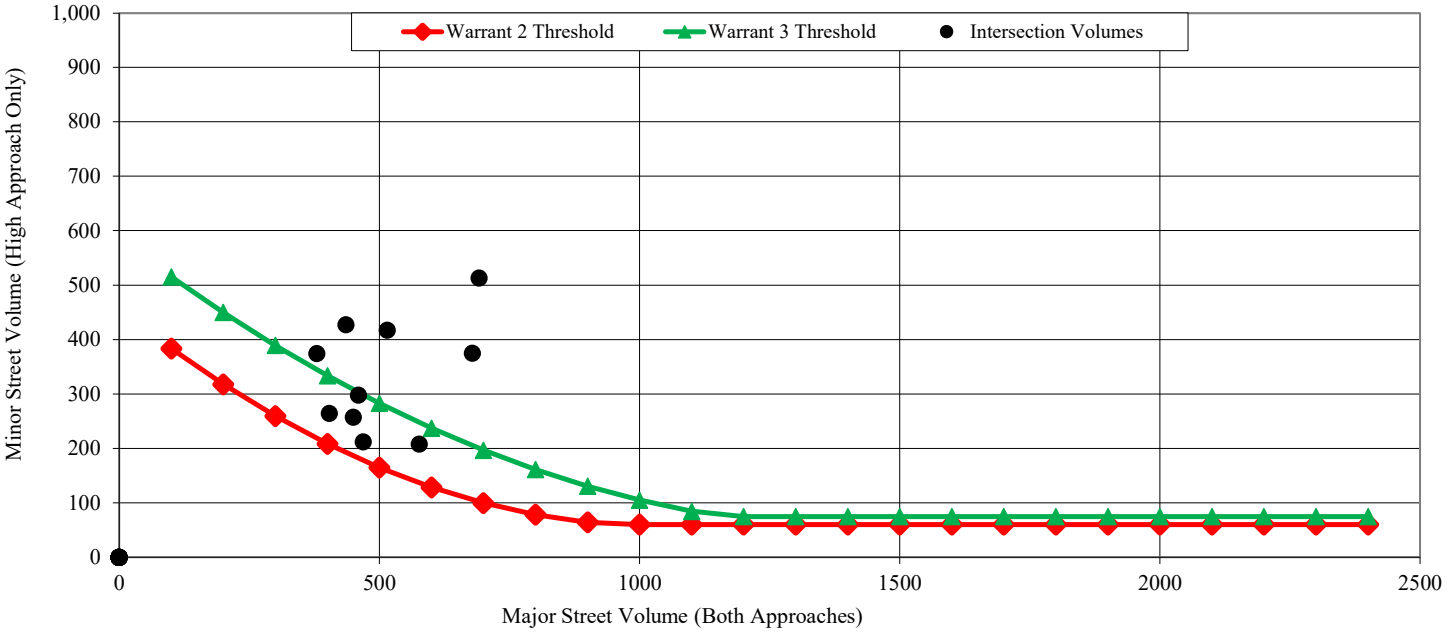
Warrant 1, Eight Hour Vehicular Volume			
	Condition A	**Condition B**	**Condition A+B***
Condition Satisfied?	**Satisfied**	**Not Satisfied**	**Not Satisfied**
Required values reached for	8 hours	2 hours	10 (Cond. A) & 4 (Cond. B)
Criteria - Major Street (veh/hr)	420	630	336 (Cond. A) & 504 (Cond. B)
Criteria - Minor Street (veh/hr)	105	53	84 (Cond. A) & 42 (Cond. B)

* Should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Warrant 2, Four Hour Vehicular Volume	
Condition Satisfied?	**Satisfied**
Required values reached for	10 hours
Criteria	See Figure Below

Warrant 3, Peak Hour Vehicular Volume		
	Condition A	**Condition B**
Condition Satisfied?	**Satisfied**	**Satisfied**
Required values reached for	1054 total, 375 minor, 5.8 delay	5 hours
Criteria - Total Approach Volume (veh in one hour)	650	See Figure Below
Criteria - Minor Street High Side Volume (veh in one hour)	150	
Criteria - Minor Street High Side Delay (veh-hrs)	5	

Figure 4C-2 (Warrant 2 - 70% Factor) & Figure 4C-4 (Warrant 3 - 70% Factor)



Traffic Signal Warrant Analysis

Warrants 4 to 6 (Pedestrian, School, Coordinated Systems)

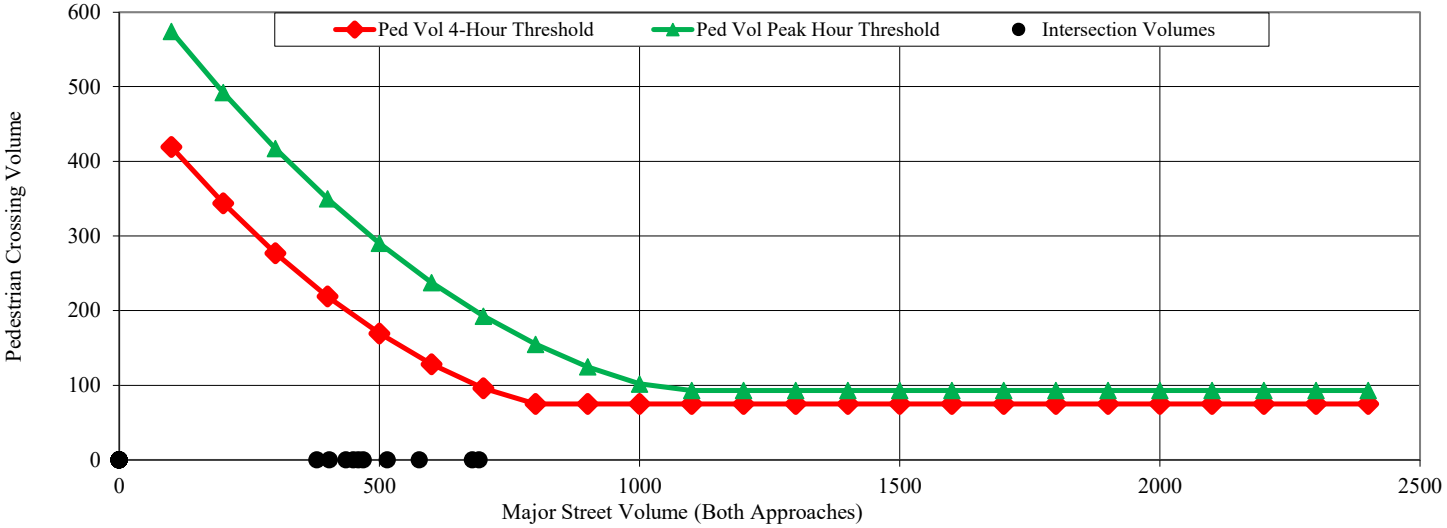
Project Name	Blue Jay Rd and McCall Rd
Project/File #	22-11
Scenario	Existing Volumes

Intersection Information			
Major Street (N/S Road)	Blue Jay Rd/McCall Rd	Minor Street (E/W Road)	Blue Jay Rd WB
Analyzed with	2 or more approach lanes	Analyzed with	1 Approach Lane
Total Approach Volume	5062 vehicles	Total Approach Volume	3345 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	0 percent applied	Right turn reduction of	0 percent applied

Reduction applied to Pedestrian Warrant thresholds due to high speeds on Blue Jay Rd/McCall Rd and isolated community.

Warrant 4, Pedestrian Volume		
	Condition A - Four Hour Vol.	**Condition B - Peak Hour Vol.**
Condition Satisfied?	**Not Examined**	**Not Examined**
Required values reached for		
Criteria - Min. Distance to Nearest Controlled Crossing		
Criteria - Major Street Volume and Crossing Volume		

Figure 4C-6 & Figure 4C-8 (Warrant 4 Four Hour & Peak Hour - 70% Factor)



Warrant 5, School Crossing	
Condition Satisfied?	**Not Examined**
Criteria - School Crossing Data	

Warrant 6, Coordinated Signal System	
Condition Satisfied?	**Not Examined**
Criteria - Coordinated Signal System	

Traffic Signal Warrant Analysis

Warrants 7-9 (Crash, Network, Rail Crossing)

Project Name	Blue Jay Rd and McCall Rd
Project/File #	22-11
Scenario	Existing Volumes

Intersection Information			
Major Street (N/S Road)	Blue Jay Rd/McCall Rd	Minor Street (E/W Road)	Blue Jay Rd WB
Analyzed with	2 or more approach lanes	Analyzed with	1 Approach Lane
Total Approach Volume	5062 vehicles	Total Approach Volume	3345 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	0 percent applied	Right turn reduction of	0 percent applied

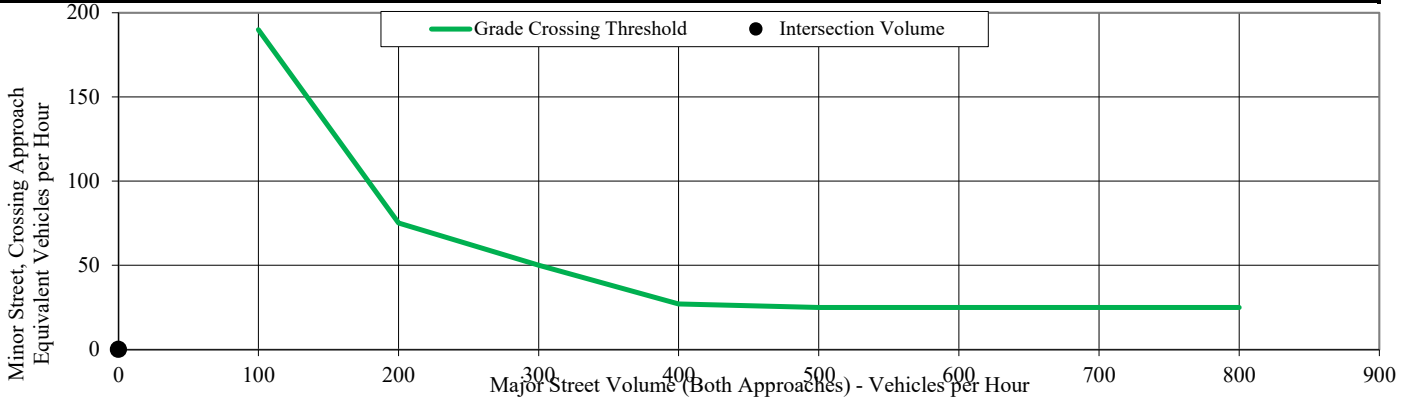
Reduction applied to the Crash and Roadway Network Warrant thresholds due to isolated community.

Warrant 7, Crash Experience	
Condition Satisfied?	**Not Examined**
Required values reached for	
Criteria - Alternatives	
Criteria - Reported Crashes (within 12-month period)	
Criteria - Major Street (veh/hr) - Minor Street (veh/hr)	
(Alternative Volume Requirement) Criteria - Pedestrian Volume	

Warrant 8, Roadway Network	
Condition Satisfied?	**Not Examined**
Required values reached for	
Criteria - Common Intersection of Two Major Routes	
Criteria - Existing or Immediately Projected Entering Volume	
Criteria - Warrants	
(Alternative Requirement) Criteria - Non-normal Business Day	

Warrant 9, Intersection Near a Grade Crossing	
Condition Satisfied?	**Not Examined**
Required values reached for	
Criteria - Alternatives	
Criteria - Max. Distance to Nearest Controlled Crossing	
Criteria - Major Street Volume and Crossing Volume	

Figure 4C-10 (Two or More Approach Lanes): Distance D = 70 feet



Traffic Signal Warrant Analysis

Multi-Way Stop Warrants

Project Name	Blue Jay Rd and McCall Rd
Project/File #	22-11
Scenario	Existing Volumes

Intersection Information			
Major Street (N/S Road)	Blue Jay Rd/McCall Rd	Minor Street (E/W Road)	Blue Jay Rd WB
Analyzed with	2 or more approach lanes	Analyzed with	1 Approach Lane
Total Approach Volume	5062 vehicles	Total Approach Volume	3345 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	0 percent applied	Right turn reduction of	0 percent applied

Reduction applied to Multi-Way Stop Warrant thresholds due to high speeds on Blue Jay Rd/McCall Rd and isolated community.

Condition A - Traffic Signal Warrant	
Condition Satisfied?	**Satisfied**
Criteria*	Traffic Signal Warranted & Justified

* Multi-way stop control may be used as an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Condition B - Crash Experience	
Condition Satisfied?	**Not satisfied**
Required values reached for	4 correctable crashes
Criteria - Crash Experience	5 or more correctable crashes in 12-month period

Condition C - Intersection Volume & Delay	
Condition Satisfied?	**Satisfied**
Required values reached for	10 hours & 55.3 sec. average delay/veh
Criteria - Major Street (veh/hr)	210 for any 8 hours of an average day
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	140 for the same 8 hours of an average day
Criteria - Delay (average sec/veh)	30 during the highest hour

Condition D - Combination Volume, Crash Experience, & Delay	
Condition Satisfied?	**Satisfied**
Required values reached for	10 hours, 4 crashes, & 55.3 sec. average delay/veh
Criteria - Major Street (veh/hr)	240 for any 8 hours of an average day
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	160 for the same 8 hours of an average day
Criteria - Crash Experience	4 or more correctable crashes in 12-month period
Criteria - Delay (average sec/veh)	24 during the highest hour

Maldino and Wilburn, LLC

1864 Lower Fayetteville Rd

Newnan, GA 30265

770.362.6184

Staff Report

Subject: Change Order #2 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing
Author: Alison Bruton, Purchasing Agent
Department: Public Works/Roads
Meeting Date: April 5, 2022
Item Description: Approval of Change Order #2 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing to delete paving of Labrador Lane Cul-De-Sac bulb.

Summary Recommendation: Staff recommends approval of Change Order #2 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing in the credit amount of $18,025.00.

Executive Summary/Background:

- In June 2021, staff posted an ITB for 2020 TSPLOST and 2021 LMIG road resurfacing Project for an estimated 25 miles of milling, resurfacing, traffic signs, markings, RPM installation, rumble strips and roadway striping at various locations around unincorporated Effingham County. McLendon Enterprises was awarded the project in July of 2021.
- Included in the list of roads for TSPLOST was Labrador Lane Cul-De-Sac. The purpose was to regrade the bulb via asphalt overlay to correct a drainage issue. After further review, it was determined that additional engineering and surveying was needed to properly address the problem. This is beyond the scope of a resurfacing contract.
- McLendon has requested to delete this road from the paving contract.

Alternatives for Commission to Consider

1. Approval of Change Order #2 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing in the credit amount of $18,025.00
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: *Purchasing, Finance, Asst. County Manager, EOM*
Funding Source: 2020 TSPLOST Funds
Attachments:

1. Change Order #2 for McLendon Enterprises, Inc.
2. McLendon letter of request for change order.
3. Agreement for McLendon Enterprise, Inc.

Change Order # 2

Project: ITB #21-25-005- 2021 Road Resurfacing Project

Contract Date: July 29, 2021

Change Order Effective Date: 3/11/22

Change Order Issued to: McLendon Enterprises, Inc.

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

Removal of Alternative No. 2 Labrador Lane Cul-de-sac

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
150-1000	TRAFFIC CONTROL	LS	1	$2,000.00	$2,000.00
413-1000	BITUMINOUS TACK COAT	GL	110	$4.50	$495.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SF	30	$1.00	$30.00
652-5451	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	124	$125.00	$15,500.00
	TOTAL				**$18,025.00**

The original Contract Sum was.....$ 4,543,464.44

Net change by previously authorized Change Orders.....$ 0

The Contract Sum prior to this Change Order was.....$ 4,601,891.26

The Contract Sum will be decreased by this Change Order.....$ 18,025.00

The new Contract Sum including this Change Order will be.....**$** 4,583,866.26

The Contract Time will be increased by **0** days

The Time allowed for completion is therefore _____

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

Contractor
McLendon Enterprises, Inc.
2365 Aimwell Road
Vidalia, GA 30474

By: _____

Date: _____

By: _____

Date: _____

McLendon ENTERPRISES

2365 Aimwell Road
Vidalia, GA 30474
Phone: (912) 537-7887
Fax: (912) 538-7967

March 9, 2022

Mr. Eric Larson
Effingham County
804 S Laurel Street
Springfield, Georgia 31329

RE: ITB No. 21-25-005– 2021
Road Resurfacing Project
Labrador Ln. Removal

Mr. Larson,

We would like to formally request that the work on the cul-de-sac of Labrador Lane be omitted from the contract. It was originally set up as Alternate No. 2 on the project. After meeting with EOM and the County on multiple occasions, it was determined that the work on Labrador Lane will require more work and items than originally intended in the original contract documents. These improvements would include, but not be limited to: utility relocation, reconstructed driveways, drainage ditches and swales, and final stabilization.

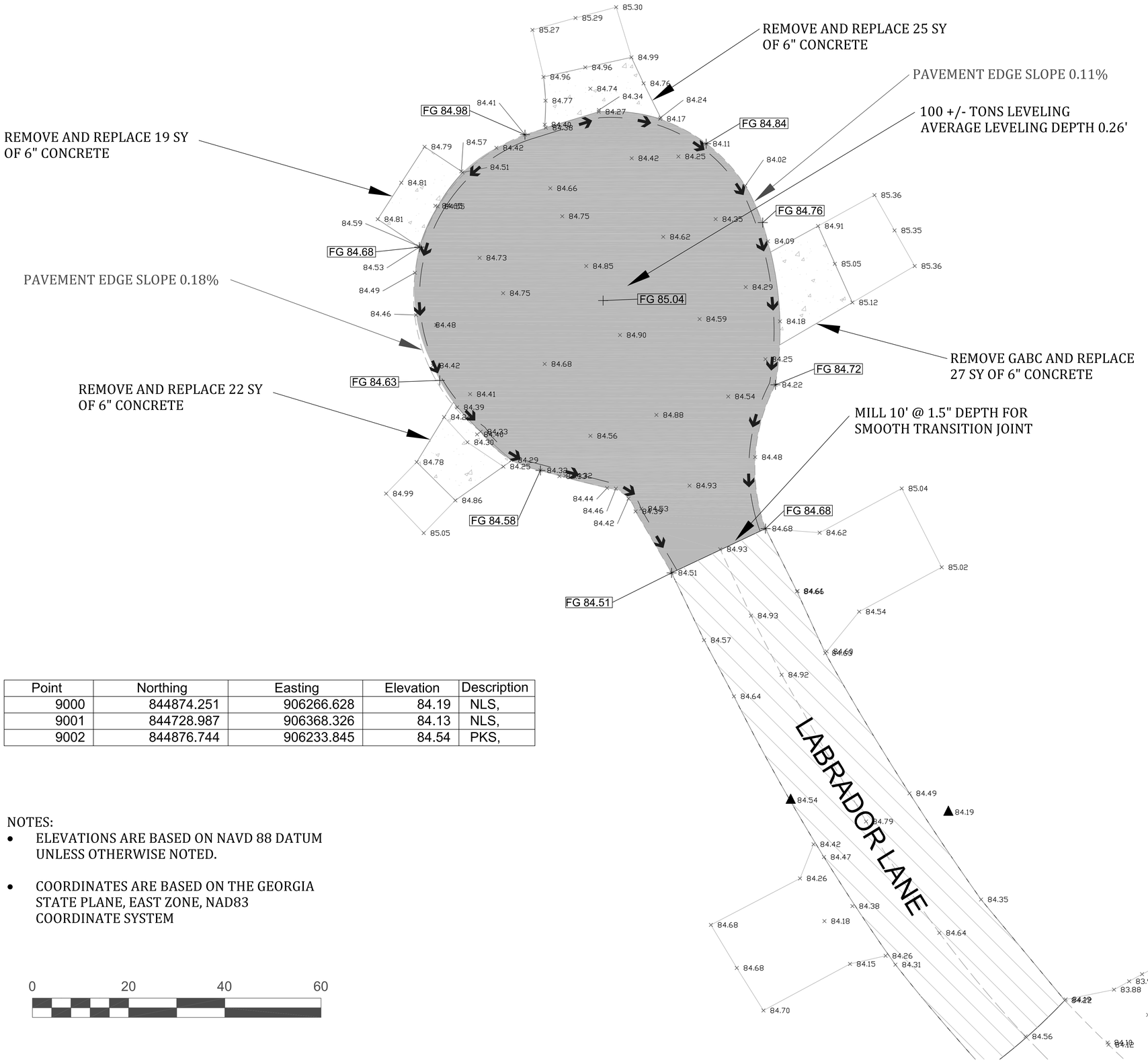
I have attached our survey information that we compiled while trying to figure out what we could do to help here. However, due to the tight grades and the location of the work impacting multiple homes in a very small stretch of right of way, we suggest that the county consider getting a full design on this area. This would allow for the County and EOM to get a solid plan together to include this work in the next contract you bid.

Please advise if you need anything else.

Sincerely,

Matthew Betsill
Project Engineer
912-245-6088
matt@mclendonenterprises.com

Cc: Sean Scott, McLendon Enterprises, Inc.
Adam Lee, McLendon Enterprises, Inc.



Point	Northing	Easting	Elevation	Description
9000	844874.251	906266.628	84.19	NLS,
9001	844728.987	906368.326	84.13	NLS,
9002	844876.744	906233.845	84.54	PKS,

NOTES:

- ELEVATIONS ARE BASED ON NAVD 88 DATUM UNLESS OTHERWISE NOTED.
- COORDINATES ARE BASED ON THE GEORGIA STATE PLANE, EAST ZONE, NAD83 COORDINATE SYSTEM

0 20 40 60

DESIGNED: JLM | DRAWN BY: JLM | CHECKED: JLM

DATE: NOVEMBER 11, 2021

JOB NO.: 3401

SCALE: AS SHOWN

McLENDON ENTERPRISES, INC.

McLENDON ENTERPRISES, INC
HEAVY CIVIL
CONTRACTOR / ENGINEERING
2365 AIMWELL ROAD
VIDALIA, GEORGIA
30474
OFFICE (912) 537-7887
FAX (912) 538-79672
EMAIL sean@mclendonenterprises.com

LABRADOR LANE
IMPROVEMENTS
EFFINGHAM COUNTY, GA

LAYOUT / GRADING PLAN

DRAWING NUMBER
01
1 OF 1 SHEETS

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

_____McLendon Enterprises, Inc._____("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **an estimated 25 Miles of milling, road resurfacing, striping, RPM installation and traffic signage** as further described below.

1.01 *The Project*

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB No. 21-25-005– 2021 Road Resurfacing Project**

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Effingham County Engineering Department, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

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

3.02 *Days to Achieve Completion and Final Payment*

3.03 *The Work will be completed within **240** calendar days after the date of the Notice to Proceed.*

ARTICLE 4 – LIQUIDATED DAMAGES

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below: *For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:*

PROJECT 1 – 2021 LMIG

Sandhill Road from Blue Jay Road to Allison Road 11,128 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$18,119.12	$18,119.12
210-0200	GRADING PER MILE	LM	2.10	$4,445.21	$9,334.94
~~415-5000~~	~~1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME~~	~~TN~~	~~1552~~	~~$82.03~~	~~$127,310.56~~
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	3923	$71.68	$281,200.64
413-1000	BITUMINUS TACK COAT	GL	6899	$0.01	$68.99
654-1001	RAISED PVMT MARKERS, TP1	EA	278	$5.00	$1,390.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	32	$21.00	$672.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	30	$23.00	$690.00
636-2070	GALV STEEL POSTS, TP7	EA	13	$150.00	$1,950.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	22,176	$0.20	$4,435.20
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,690	$0.20	$1,938.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	8,140	$0.12	$976.80
653-1706	THERMOPLASTIC SOLD TRAF STRIPE, 24IN, YELLOW	LF	150	$9.00	$1,350.00
Total Bid– Sandhill Road		**LINE 415-5000 REMOVED FROM CONTRACT $322,125.69**			~~$489,436.25~~

THIS SECTION INTENTIONALLY LEFT BLANK

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

_____McLendon Enterprises, Inc._____("Contractor").

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2.01 The Project has been designed by Effingham County Engineering Department, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

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

3.02 *Days to Achieve Completion and Final Payment*

3.03 *The Work will be completed within **240** calendar days after the date of the Notice to Proceed.*

ARTICLE 4 – LIQUIDATED DAMAGES

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

Lexington Avenue Extension, 10,295 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$55,000.00	$55,000.00
210-0200	GRADING PER MILE	LM	1.95	$4,561.36	$8,894.65
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	21734	$1.00	$21,734.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	978	$82.03	$80,225.34
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	2425	$71.68	$173,824.00
413-1000	BITUMINUS TACK COAT	GL	4347	$0.01	$43.47
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	36	$20.00	$720.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	13	$150.00	$1,950.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	20,590	$0.20	$4,118.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	$9.00	$90.00
Total Bid– Lexington Avenue Extension					$346,714.46

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Exley Loop, 4,996 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$17,818.37	$17,818.37
210-0200	GRADING PER MILE	LM	0.95	$4,561.36	$4,333.29
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	11657	$1.00	$11,657.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	525	$82.03	$43,065.75
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	993	$71.68	$71,178.24
413-1000	BITUMINUS TACK COAT	GL	2331	$0.01	$23.31
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	$20.00	$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	$150.00	$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,992	$2.00	$19,984.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	21	$9.00	$189.00
Total Bid– Exley Loop					$169,198.96

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Center Drive, 2,284 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$9,336.62	$9,336.62
210-0200	GRADING PER MILE	LM	0.44	$4,561.36	$2,007.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	5076	$1.00	$5,076.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	228	$82.03	$18,702.84
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	434	$71.68	$31,109.12
413-1000	BITUMINUS TACK COAT	GL	1015	$0.01	$10.15
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	$20.00	$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	$150.00	$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,568	$0.20	$913.60
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	20	$9.00	$180.00
Total Bid– Center Drive					$68,285.33

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Old Louisville Road from Hwy 119 to Beauregard 6,336 Linear Feet (2 Foot Widening)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	$58,000.00	$58,000.00
205-0001	UNCLASS EXCAV	CY	650.00	$29.37	$19,090.50
210-0200	GRADING PER MILE	LM	1.20	$4,561.36	$5,473.63
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	1408	$21.26	$29,934.08
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)	TN	60	$185.09	$11,105.40
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	1918	$71.68	$137,482.24
402-3190	2 IN RECYCLED ASPH. CONC 19 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13	$170.00	$2,210.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	15488	$1.00	$15,488.00
413-1000	BITUMINUS TACK COAT	GL	3098	$0.01	$30.98
564-1001	RAISED PVMT MARKERS, TP1	EA	165	$5.00	$825.00
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	5	$20.00	$100.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	6	$21.00	$126.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	18	$23.00	$414.00
636-2070	GALV STEEL POSTS, TP7	EA	9	$150.00	$1,350.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	12,672	$0.20	$2,534.40
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,200	$0.20	$240.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	6,365	$0.12	$763.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	14	$9.00	$126.00
Total Bid– Old Louisville Road					$285,294.03

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LITTLE MCCALL RD FROM HWY 119 TO ABBEY LN DR 10,680 LINEAR FEET (26 FEET WIDTH)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$ 30,000.00	$30,000.00
210-0200	GRADING PER MILE	LM	2.00	$ 4,445.21	$8,890.42
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME (440 LB/SY)	TN	150	$ 185.09	$27,763.50
401-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	50	$ 95.00	$4,750.00
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	3310	$ 71.68	$237,260.80
413-1000	BITUMINUS TACK COAT	GL	5933	$ 3.00	$17,799.00
654-1001	RAISED PVMT MARKERS, TP1	EA	228	$ 5.00	$1,140.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	32	$ 21.00 -	$672.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	30	$ 23.00	$690.00
636-2070	GALV STEEL POSTS, TP7	EA	13	$ 150.00	$1,950.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	21,360	$ 0.20	$4,272.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	14,595	$ 0.20	$2,919.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	5,655	$ 0.12	$678.60
653-1704	THERMOPLASTIC SOLD TRAF STRIPE, 24IN, WHITE	LF	14	$ 9.00	$126.00
LITTLE MCCALL RD					$338,911.32

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PROJECT 2 – TSPLOST

Beecher Drive, 5,909 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$21,246.83	$21,246.83
210-0200	GRADING PER MILE	LM	1.12	$4,561.36	$5,108.72
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	13379	$1.00	$13,379.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	602	$82.03	$49,382.06
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1128	$71.68	$80,855.04
413-1000	BITUMINUS TACK COAT	GL	2676	$0.01	$26.76
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	11,818	$0.20	$2,363.60
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	$9.00	$90.00
Total Bid– Beecher Drive					$172,927.01

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Red Maple Drive, 1,013 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$6,973.23	$6,973.23
210-0200	GRADING PER MILE	LM	0.19	$4,561.36	$866.66
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	2608	$1.00	$2,608.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	117	$82.03	$9,597.51
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	220	$71.68	$15,769.60
413-1000	BITUMINUS TACK COAT	GL	522	$0.01	$5.22
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	2,026	$0.20	$405.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	$9.00	$99.00
Total Bid– Red Maple Drive					$36,799.42

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Timbergate Lane, 2,825 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$13,830.14	$13,830.14
210-0200	GRADING PER MILE	LM	0.54	$4,561.36	$2,463.13
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	7146	$1.00	$7,146.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	322	$82.03	$26,413.66
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	604	$70.42	$42,533.68
413-1000	BITUMINUS TACK COAT	GL	1429	$0.01	$14.29
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	5,650	$0.20	$1,130.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	0	$9.00	$0.00
Total Bid– Timbergate Lane					$94,005.90

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Timbergate Drive, 567 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$6,086.96	$6,086.96
210-0200	GRADING PER MILE	LM	0.11	$4,561.36	$501.75
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1386	$1.00	$1,386.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	62	$82.03	$5,085.86
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	114	$71.68	$8,171.52
413-1000	BITUMINUS TACK COAT	GL	277	$0.01	$2.77
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,134	$0.20	$226.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	22	$9.00	$198.00
Total Bid– Timbergate Drive					$22,134.66

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Timbergate Trail, 2,103 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$10,697.11	$10,697.11
210-0200	GRADING PER MILE	LM	0.40	$4,561.36	$1,824.54
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	5381	$1.00	$5,381.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	242	$82.03	$19,851.26
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	454	$71.68	$32,542.72
413-1000	BITUMINUS TACK COAT	GL	1076	$0.01	$10.76
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,206	$0.20	$841.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	0	$9.00	$0.00
Total Bid– Timbergate Trail					$71,623.59

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Abercorn Road, 3,506 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$15,159.55	$15,159.55
210-0200	GRADING PER MILE	LM	0.67	$4,561.36	$3,056.11
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	7791	$1.00	$7,791.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	351	$82.03	$28,792.53
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	648	$71.68	$46,448.64
413-1000	BITUMINUS TACK COAT	GL	1558	$0.01	$15.58
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,012	$0.20	$1,402.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	$0.00	$0.00
Total Bid– Abercorn Road					$103,140.81

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Abercorn Landing Road, 631 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$8,038.29	$8,038.29
210-0200	GRADING PER MILE	LM	0.12	$4,561.36	$547.36
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	2273	$1.00	$2,273.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	102	$82.03	$8,367.06
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	188	$71.68	$13,475.84
413-1000	BITUMINUS TACK COAT	GL	455	$0.01	$4.55
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,262	$0.20	$252.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	$9.00	$99.00
Total Bid– Abercorn Landing Road					$33,532.50

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Mill Pond Road, 11,415 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$38,505.74	$38,505.74
210-0200	GRADING PER MILE	LM	2.16	$4,561.36	$9,852.54
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	27903	$1.00	$27,903.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	1256	$82.03	$103,029.68
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	2324	$71.68	$166,584.32
413-1000	BITUMINUS TACK COAT	GL	5581	$0.01	$55.81
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	36	$20.00	$720.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	14	$150.00	$2,100.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	22,830	$0.20	$4,566.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	$9.00	$99.00
Total Bid– Mill Pond Road					$353,646.09

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Waldhour Road, 5,578 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$22,459.60	$22,459.60
210-0200	GRADING PER MILE	LM	1.06	$4,561.36	$4,835.04
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	13635	$1.00	$13,635.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	614	$82.03	$50,366.42
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1155	$71.68	$82,790.40
413-1000	BITUMINUS TACK COAT	GL	2727	$0.01	$27.27
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	$20.00	$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	$150.00	$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	11,156	$0.20	$2,231.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	$9.00	$99.00
Total Bid– Waldhour Road					$177,393.93

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Long Pond Road, 5,758 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$22,902.74	$22,902.74
210-0200	GRADING PER MILE	LM	1.06	$4,561.36	$4,835.04
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	12156	$1.00	$12,156.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	547	$82.03	$44,870.41
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1019	$71.68	$73,041.92
413-1000	BITUMINUS TACK COAT	GL	2431	$0.01	$24.31
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	11,516	$0.20	$2,303.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	29	$9.00	$261.00
Total Bid– Long Pond Road					$160,869.62

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Edgewood Road, 3,271 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$16,520.04	$16,520.04
210-0200	GRADING PER MILE	LM	1.12	$3,255.54	$3,646.20
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	8788	$1.00	$8,788.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	395	$82.03	$32,401.85
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	741	$71.68	$53,114.88
413-1000	BITUMINUS TACK COAT	GL	1758	$0.01	$17.58
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	6,542	$0.20	$1,308.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	12	$9.00	$108.00
Total Bid– Edgewood Road					$116,379.95

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Zettler Loop Road, 3,586 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$41,000.00	$41,000.00
210-0200	GRADING PER MILE	LM	0.68	$4,561.36	$3,101.72
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	8367	$1.00	$8,367.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	377	$82.03	$30,925.31
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	717	$71.68	$51,394.56
413-1000	BITUMINUS TACK COAT	GL	1673	$0.01	$16.73
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	$20.00	$120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	4	$150.00	$600.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	7,172	$0.20	$1,434.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	21	$9.00	$189.00
Total Bid– Zettler Loop Road					$137,378.72

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Harley Road, 1,677 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$9,958.55	$9,958.55
210-0200	GRADING PER MILE	LM	0.32	$4,561.36	$1,459.64
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	4099	$1.00	$4,099.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	184	$82.03	$15,093.52
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	349	$71.68	$25,016.32
413-1000	BITUMINUS TACK COAT	GL	820	$0.01	$8.20
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3,354	$0.20	$670.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	11	$9.00	$99.00
Total Bid– Harley Road					$56,880.03

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Kelly Drive, 1,592 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$9,810.84	$9,810.84
210-0200	GRADING PER MILE	LM	0.30	$4,561.36	$1,368.41
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	3538	$1.00	$3,538.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	159	$82.03	$13,042.77
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	303	$71.68	$21,719.04
413-1000	BITUMINUS TACK COAT	GL	708	$0.01	$7.08
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3,184	$0.20	$636.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	$9.00	$90.00
Total Bid– Kelly Drive					$50,687.94

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Robin Road, 780 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$10,183.94	$10,183.94
210-0200	GRADING PER MILE	LM	0.15	$4,561.36	$684.20
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1841	$1.00	$1,841.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	83	$82.03	$6,808.49
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	159	$71.68	$11,397.12
413-1000	BITUMINUS TACK COAT	GL	368	$0.01	$3.68
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	1,560	$0.20	$312.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	$9.00	$90.00
Total Bid– Robin Road					$31,795.43

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George Road, 2,473 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$13,239.29	$13,239.29
210-0200	GRADING PER MILE	LM	0.47	$4,561.36	$2,143.84
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	5629	$1.00	$5,629.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	253	$82.03	$20,753.59
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	482	$71.68	$34,549.76
413-1000	BITUMINUS TACK COAT	GL	1126	$0.01	$11.26
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	3	$20.00	$60.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	5	$23.00	$115.00
636-2070	GALV STEEL POSTS, TP7	EA	2	$150.00	$300.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,946	$0.20	$989.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	10	$9.00	$90.00
Total Bid– George Road					$77,880.94

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Mount Pleasant Road, 8,918 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$16,764.94	$16,764.94
210-0200	GRADING PER MILE	LM	1.69	$4,561.36	$7,708.70
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	18827	$1.00	$18,827.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	847	$82.03	$69,479.41
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	1597	$71.68	$114,472.96
413-1000	BITUMINUS TACK COAT	GL	3765	$0.01	$37.65
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	30	$20.00	$600.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	12	$150.00	$1,800.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	17,836	$0.20	$3,567.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	19	$9.00	$171.00
Total Bid– Mount Pleasant Road					$233,658.86

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Railroad Avenue, 3,011 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$14,273.28	$14,273.28
210-0200	GRADING PER MILE	LM	0.57	$4,561.36	$2,599.98
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	6357	$1.00	$6,357.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	286	$82.03	$23,460.58
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	538	$71.68	$38,563.84
413-1000	BITUMINUS TACK COAT	GL	1271	$0.01	$12.71
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	12	$20.00	$240.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$23.00	$230.00
636-2070	GALV STEEL POSTS, TP7	EA	6	$150.00	$900.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	6,022	$0.20	$1,204.40
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	19	$9.00	$171.00
Total Bid– Railroad Avenue					$88,012.79

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Reiser Road, 4,813 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$ 17,522.94	$ 17,522.94
210-0200	GRADING PER MILE	LM	0.91	$ 4,561.36	$ 4,150.84
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	10236	$ 1.00	$ 10,236.00
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	461	$ 82.03	$ 37,815.83
402-3130	1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)	TN	864	$ 71.68	$ 61,931.52
413-1000	BITUMINUS TACK COAT	GL	2047	$ 0.01	$ 20.47
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	6	$ 20.00	$ 120.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	10	$ 23.00	$ 230.00
636-2070	GALV STEEL POSTS, TP7	EA	6	$ 150.00	$ 900.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,626	$ 0.20	$ 1,925.20
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	19	$ 9.00	$ 171.00
Total Bid– Reiser Road					$ 135,023.80

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Old Augusta Road from Rincon Stillwell Road to Fort Howard Road 13,000 Linear Feet					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$293,000.00	$293,000.00
210-0200	GRADING PER MILE	LM	2.46	$4,561.36	$11,220.95
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, BITUM MATL & H LIME	TN	2070	$82.03	$169,802.10
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	3795	$71.68	$272,025.60
413-1000	BITUMINUS TACK COAT	GL	9200	$0.01	$92.00
654-1001	RAISED PVMT MARKERS, TP1	EA	370	$5.00	$1,850.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	32	$21.00	$672.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	30	$23.00	$690.00
636-2070	GALV STEEL POSTS, TP7	EA	13	$150.00	$1,950.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	23,876	$0.20	$4,775.20
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,690	$0.20	$1,938.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLF	8,140	$0.12	$976.80
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	2	$500.00	$1,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	17	$75.00	$1,275.00
653-1706	THERMOPLASTIC SOLD TRAF STRIPE, 24IN, YELLOW	LF	230	$9.00	$2,070.00
Total Bid– Old Augusta Road S					$763,337.65

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ALTERNATE NO. 1 – Misc. Striping and Pavement Marking Removal					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$3,500.00	$3,500.00
564-1001	RAISED PVMT MARKERS, TP 1	EA	3,500	$5.00	$17,500.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	60,000	$0.20	$12,000.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	30,000	$0.20	$6,000.00
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	LF	30,000	$0.12	$3,600.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	LF	50	$9.00	$450.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	4	$500.00	$2,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	10	$75.00	$750.00
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	50	$20.00	$1,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	SF	350	$21.00	$7,350.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	50	$23.00	$1,150.00
636-2070	GALV STEEL POSTS, TP7	EA	150	$150.00	$22,500.00
Total Bid– ALTERNATE NO. 1					$77,800.00

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ALTERNATE NO. 2 – Labrador Lane Cul-de-sac					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
150-1000	TRAFFIC CONTROL	LS	1	$2,000.00	$2,000.00
413-1000	BITUMINUS TACK COAT	GL	110	$4.50	$495.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	30	$1.00	$30.00
402-3130	2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	124	$125.00	$15,500.00
Total Bid– ALTERNATE NO. 2 Labrador Lane Cul-de-sac					$18,025.00

Labrador Lane Scope: Overlaying approximately half of cul-de-sac with 2 inch asphalt and regrading approximately half of cul-de-sac to match proposed elevations in order to create positive drainage flow around the cul-de-sac. Shoulder regrading to be performed by County staff.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will

retain 10% of the gross value of the completed work as indicated by the current esti approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 33, inclusive).

2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 9 inclusive).

4. Specifications as listed in the table of contents of the Project Manual.

5. Addenda (numbers 2 to 2, inclusive).

6. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages _1_ to 65 inclusive).

   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 62, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages _1_ to _1_, inclusive).

   b. Work Change Directives.

   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

1. A/E's approval of a Shop Drawing or Sample; or

2. A/E's written interpretation or clarification.

ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

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

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 11 – INDEMNIFICATION

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

other rights of any person or persons caused by or resulting from the negligence, recklessnes intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 12 – INDEPENDENT CONTRACTOR

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

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

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

13.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

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

13.04 *Severability*

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

13.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on July 20, 2021 (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley A. Corbett

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

601 N. Laurel Street

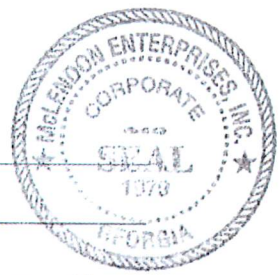
Springfield, GA 31329

CONTRACTOR:

McLendon Enterprises, Inc.

By:

Title: V.P.



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

Attest:

Title: Contract Administrator

Address for giving notices:

2365 Aimwell Road

Vidalia, GA 30474

ITB No. 21-25-005 – 2021 Road Resurfacing Project

NOTICE TO PROCEED

TO: McLendon Enterprises, Inc.

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB No. 21-25-005 - 2021 Road Resurfacing Project

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within **240** calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as "liquated" damages in an amount equal to **$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 26th day of July, 2021

Effingham County Board of Commissioners

Wesley Corbitt

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Mclendon Enterprises, Inc.

By: John C. McLendon

Title: V.P.

Date of Acceptance: _____

McLENDON ENTERPRISES, INC. CORPORATE SEAL 1979 GEORGIA

Change Order # 1

Project: ITB #21-25-005- 2021 Road Resurfacing Project

Contract Date: July 29, 2021

Change Order Effective Date: 1/13/21

Change Order Issued to: McLendon Enterprises, Inc.

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

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
150-1000	TRAFFIC CONTROL	LS	1	$7,463.54	$7,463.54
210-0200	GRADING PER MILE	LM	.39	$4,561.36	$1,778.93
415-5000	1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME	TN	219.96	$82.03	$18,043.32
402-3130	2 IN RECYCLED ASPH CONC 12.5 MM SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)	TN	403.26	$71.68	$28,905.68
413-1000	BITUMINOUS TACK COAT	GL	635.44	$0.01	$6.35
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	10	$20.00	$200.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	SF	6	$23.00	$138.00
636-2070	GALV STEEL POSTS, TP7	EA	6	$150.00	$900.00
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4,100	$0.20	$820.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN WHITE	LF	19	$9.00	$171.00
	TOTAL			**$**	**$58,426.82**

The original Contract Sum was.....$ 4,543,464.44

Net change by previously authorized Change Orders.....$ 0

The Contract Sum prior to this Change Order was.....$ 4,543,464.44

The Contract Sum will be increased by this Change Order.....$ 58,426.82

The new Contract Sum including this Change Order will be.....**$** 4,601,891.26

The Contract Time will be increased by **0** days

The Time allowed for completion is therefore _____

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

By: Wesley M. Corbitt

Date: February 15, 2022

Contractor
McLendon Enterprises, Inc.
2365 Aimwell Road
Vidalia, GA 30474

By: _____

Date: _____

Staff Report

Subject: Reorganization of positions in Recreation and Sports Management Department
Author: Sarah Mausolf, Director
Department: Human Resources
Meeting Date: April 5, 2022
Item Description: Reorganization of current personnel, authorized positions and addition of needed positions before we head into their busy summer season and tournament schedule.

Summary Recommendation
The following changes are being requested based on a review of the needs of the department to better utilize staff and resources.

Executive Summary
A review of duties and responsibilities within the Recreation and Sports Management Department indicates a need for additional Athletic Coordinators and defunding one Assistant Director position. The assignment of additional Athletic Coordinators will allow the Director and Assistant Director to concentrate on their duties and better serve our citizens with quality services provided by our Recreation and Sports Management Department.

Background
- Review of department structure, current workload, continued growth and increases in registrations determined the need for reorganization to better utilize personnel and resources.

Alternatives
1. Recommend approval of reorganization of the Recreation and Sports Management Department, defunding one full time Assistant Director position and adding two new, full time Athletic Coordinator positions to the department.
2, Recommend disapproval of the reorganization and provide staff with additional direction.

Other Alternatives: None

Department Review: County Manager, Human Resources, Director of Finance, Director of Recreation and Sports Management

Funding Source: No impact on funding this budget year as position will be funded from the unfunded Assistant Director position. Next year's budget will be impacted by $45,000 to $75,000 depending on the insurance benefit selections.

Attachments: Athletic Coordinator Job Description

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Athletic Coordinator	Job Code: 0506501
Reports to: Director of Recreation and Sport Management	FLSA Status: Exempt
Department: Recreation	

*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 plan, coordinate, organize, develop, and schedule recreational activities for the citizens of Effingham County.

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.

Develops teams and master schedules for youth and adult baseball, softball, and basketball, and youth football and cheerleading; inputs team in sports scheduler; places time, date, and location of each game; generates and proofs master schedules; circulates master schedules.

Develops playoff brackets for all sports; supervises and attends games in all sports; organizes and conducts end of season tournaments.

Observes players, coaches, and officials and meets with coaches/officials to answer questions to resolve problems.

Plans and coordinates all star selections; conducts and presides over all star meetings, counts ballots, and performs other related functions.

Develops rules and regulations for various sports and athletic activities by utilizing G.R.P.A. manual and other rule books.

Develops athletic policies and procedures.

Assigns, organizes, and coordinates all make up athletic activities.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Athletic Coordinator	Job Code: 0506501

Recruits and motivates volunteers and part-time employees.

Plans, organizes, coordinates, and directs drafting of all athletic teams for Effingham County and all athletic associations in all youth sports.

Performs work on field for maintenance and markings.

Attends meetings; plans, organizes, and conducts coaches' meetings for various athletic programs; presents and discusses rules and issues necessary equipment.

Coordinates practice schedule for athletic fields and gyms.

Organizes, coordinates, and assists with cheerleading program; coordinates skating programs.

Plans and conducts youth sports camps; plans organizes, and conducts preseason tournaments and Jamboree in youth athletics.

Assists the Director by planning new facilities and recommending improvements for present facilities; arranges for the use of school facilities as needed.

Purchases supplies for concession stands; coordinates concession stand program.

Coordinates and conducts certification program.

Develops financial reports for programs; prepares coaches sheets; prepares flyers; prepares or completes various forms, reports, correspondence, or other documents.

Orders trophies and t-shirts.

Organizes Senior Olympics.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate; files results of each season.

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

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by college level course work or vocational training in recreation; supplemented by three (3) years previous experience and/or training that includes organizing recreational activities; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

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 apply principles of persuasion and/or influence.

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.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Athletic Coordinator	Job Code: 0506501

Verbal Aptitude:

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

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.

Functional Reasoning:

Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

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 sounds and visual cues or signals. Some tasks require the ability to communicate orally.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Athletic Coordinator	Job Code: 0506501

Environmental Factors:

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

** To comply with regulations by the American with Disabilities Act (ADA), the principal duties in job descriptions must be essential to the job.To identify essential functions, focus on the purpose and the result of the duties rather than the manner in which they are performed. The following definition applies: a job function is essential if removal of that function would fundamentally change the job.

Staff Report

Subject: CRC Contract Amendment 2022-08.3
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 4/5/22
Item Description: Consideration to approve FY 2022 CRC Contract Amendment 2022-08.3

Summary Recommendation:
Staff is requesting consideration to approve FY 2022 CRC Contract Amendment 2022-08.3 for the 2022 grant budget.

Executive Summary/Background:
1. The County has an existing contract with the Coastal Regional Commission (CRC) to provide for congregate and home delivered meals for fiscal year 2022.
2. The attached CRC contract amendment provides additional resources for the following:
    - Decrease in HDC5 Home Delivered Meals funding in the amount of $20,000
    - Decrease in Cares Congregate meals funding in the amount of $2,842
    - Decrease in Title III C1 Congregate meals funding in the amount of $10,000
3. The contract amendment is an overall budget decrease of $32,842.00.

Alternatives for Commission to Consider:
1. Approve the Amended Contract for FY 2022.
2. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Amended Contract for FY 2022.

Other Alternatives: N/A

Department Review: Finance

Funding Source:
General Fund

Attachments:
CRC Contract Amendment 2022-08.3.

Coastal Regional Commission OF GEORGIA

Serving the Cities and Counties of Coastal Georgia since 1964

March 7, 2022

Thomas J. Kilmartin, Finance Director
601 North Laurel St.
Springfield, GA 31329

RE: Contract Amendment 2022-08.3

Dear Mr. Kilmartin,

Enclosed is the third contract amendment for FY 2022. This Amendment is a result of a funding decrease for Home Delivered Meals and Congregate Meals.

- Decrease in HDC5 Home Delivered Meals funding in the amount of $20,000.
- Decrease in Cares Congregate meals funding in the amount of $2,842.
- Decrease in Title III C1 Congregate meals funding in the amount of $10,000.

Remember there is language in Section E of ANNEX A regarding transfer of funds among counties in which you provide services. Please review this section carefully.

Please also remember that this is **ANNEX L** to your contract, which shall contain this and all future correspondence regarding contract amendments. Each Annex L letter will, with your signature, indicate your receipt and acknowledgement of the most recent changes to your contract with the Coastal Regional Commission Area Agency on Aging. Please replace the previous versions with these documents in your FY2022 contract:

1. Annex A – Statement of Work
2. Annex I – 4.2 Revenue Plan and Units/Persons Served

After you have reviewed this amendment carefully, please sign both copies of this letter and other annexes where indicated, returning one copy to the CRC for our records. Please return all documents to this office no later than March 31, 2022

If you have any questions, please do not hesitate to contact Pamela Rogers at (912)514-1615

Sincerely,

Allen Burns
CRC Executive Director

1181 Coastal Drive, SW, Darien GA 31305 • Ph: 912-514-1593 • www.coastalrc.ga.gov

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:	**CRC EXECUTION:**
Signature – Authorized Person	Signature – Executive Director
	Allen Burns, Executive Director
Typed Name and Title	Typed Name and Title
	Jason Coley
	Signature – Chair, CRC Council
	Jason Coley, Chair CRC Council
Typed Name of Agency	Typed Name and Title
	3/7/22
Date Signed	Date Signed

Enclosures

CC: Pamlea Rogers, Aging Services Director
Lena Geiger, Finance Director

Contract # 2022-08.3
Annex A

STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission

Project: Operation of a Senior Center with Congregate and Home Delivered Meals

Contract Period: July 1, 2021, through June 30, 2022

Physical Address:
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Mailing Address:
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Financial Contact:
Thomas J. Kilmartin, Finance Director
601 North Laurel St.
Springfield, GA 31329
(912) 754-8011
(912) 754-6097 (FAX)

Programmatic Contact:
Theresa Johnson
Effingham County Senior Center
128 New Stillwell Road
Springfield, GA 31329
(912) 754-2138
(912) 754-2152 (FAX)

II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Effingham County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants and deliver a noon meal to participants of the home delivered meals (HDM) program.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)

2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)

3. To serve **13,008 congregate meals,** a minimum of 5,000 congregate meals (units) at the center annually

4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.

5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activates daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

6. To offer planned activities in offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer's Awareness Month).

7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.

8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown bag" seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.

9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.

10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.

11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.

12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center

13. To serve **27,259 home delivered meals** (units) in Effingham County annually.

14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly

C. Population to be Served

While there are exceptions, congregate and home delivered meals participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Home delivered meals participants must also have functional impairments that prevent them from participating in a congregate meals program, or be responsible for the care of a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).

Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. Service Area

The service area is Effingham County, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

F. Food Service and Delivery

Under a sub-contract arrangement, meals are prepared on a daily basis at the Effingham County Prison kitchen and are delivered to the senior center locations. Contractor staff at the senior center will be responsible for keeping food at the appropriate temperatures. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

The Food Service Manager at the Effingham County Prison is also responsible for individual packaging and delivery of home delivered meals to participants in the Home Delivered Meals program. The Prison will provide packaging material and will employ at least one staff person to deliver meals to the senior center and ensure that the state-required "holding" time of four hours is met. The last home delivered meal must be delivered (and the last congregate meal served) within four hours of food preparation. Volunteers should also be used to assist with meal packaging and/or delivery.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are served. If a meal is eaten at a restaurant during the course of a planned

trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

Home delivered meals must be delivered 250 days per year, and congregate services must be provided 250 days per year. Non-delivery due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbeques, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

H. Gateway as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the "Gateway," or single point of entry for aging programs, including congregate and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA's Gateway intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA Gateway within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where Gateway staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA Gateway staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the DAS Data System (DDS). In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA Gateway office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.

I. Intake/Registration and Assessment/Reassessment

Contractor staff is responsible for registering clients into the DAS Data System once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each home delivered and congregate client. The file will contain all pertinent forms and information related to the participant.

When a client's services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an "end date" in the client's DDS record indicating the date of and reason for the termination. Contractor staff is responsible for sending in a client disposition form within (5) five days after receiving the referral and/or termination of service.

J. Outreach Activities

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

K. Additional Contractor Staff Responsibilities

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)
b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.
c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.
d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.
e. Attend training sessions scheduled by the AAA or the Division of Aging Services
f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate and home delivered meals participants

g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.
h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

L. Site Council

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

M. Availability of Technical Assistance

The Coastal Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA's Nutrition and Wellness Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The Effingham County Commission is a branch of the County government. The County Administrator is responsible for the overall performance of the project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.

Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate, and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section IIIF of this Annex A. The CRC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

As illustrated below, Title III (C1 and C2) Older Americans Act funding requires a local match of 10%. Social Service Block Grant (SSBG) funding requires a local match of 12%. AoA Nutrition Services Incentive Program (NSIP) and Community Based Services (CBS) funding does not require a local match.

Name of Fund Source	Federal $ Allocation	State $ Allocation	Minimum Required Match $ or In-Kind Donations	Projected Program Income	Projected Fees	Additional Funds Supporting Service	Total Budget
NSIP - State	$ -	$ 13,734	$ -				$ 13,734
OAA Title III C1	$ 48,464	$ 2,851	$ 5,702	$ 5,600			$ 62,617
CBS-HCBS		$ 9,130					$ 9,130
Cares-Congregate	$ -						$ -
FFCRA-Congregate	$ 504						$ 504
Effingham County				$ 7,212			$ 7,212
TOTAL CM Effingham County	$ 48,968	$ 25,715	$ 5,702	$ 12,812	$ -	$ -	$ 93,196
CBS-HCBS	$ -	$ 11,701	$ -				$ 11,701
OAA Title III C2	$ 68,762	$ 4,045	$ 8,090	$ 5,900			$ 86,797
NSIP - State		$ 23,840					$ 23,840
Cares-HDM	$ 14,084						$ 14,084
FFCRA-HDM	$ 4,664						$ 4,664
HDC5 HD Meals	$ 22,555						$ 22,555
Effingham County				$ 5,909		$ -	$ 5,909
TOTAL HDM Effingham County	$ 110,065	$ 39,586	$ 8,090	$ 11,809	$ -	$ -	$ 169,550
Total HDM and CM Effingham	$ 159,033	$ 65,301	$ 13,792	$ 24,621	$ -	$ -	$ 262,746

The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1 and C2) expenditures and not less than 12% of the total monthly SSBG expenditures.

E. Budget

The total amount of this contract is **$262,746** including local match, program income and other local funds.

This is a unit cost contract, and the unit cost is:

- **$6.61 for congregate meals**
- **$6.22 for home delivered meals**

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

F. Person(s) Authorized to Sign Monthly Reports (Invoices)

The following person(s) are authorized to sign the Monthly Report Form:

Typed or Printed Name	Title	Signature
Typed or Printed Name	Title	Signature
Typed or Printed Name	Title	Signature

COASTAL REGIONAL COMMISSION
Revenue Plan and Units/Persons Allocations
Annex I

FY 2022-3

Instructions: Offerors must complete form for all programs and services proposed. Provide a written narrative concerning the budget. It is important to document the full costs of the program and the resources to fund the service as proposed.The total budget must equal the total cost as represented on the UCM spreadsheet.

Provider Name: Effingham County			Revenue Plan and Local Funds Leveraged							Units	Persons	Unit Cost
Proposed County to be Served	**Service Being Proposed**	**Name of Fund Source**	**Federal $ Allocation**	**State $ Allocation**	**Minimum Required Match $ or In-Kind Donations**	**Projected Program Income**	**Projected Fees**	**Additional Funds Supporting Service**	**Total Budget**	**# of Units**	**Projected # of Persons to be Served**	**Unit Cost or Line Item**
Effingham	Congregate Meals	NSIP - State	$ -	$ 13,734	$ -				$ 13,734	2,078	9	6.61
		OAA Title III C1	$ 48,464	$ 2,851	$ 5,702	$ 5,600			$ 62,617	9,473	38	6.61
		CBS-HCBS		$ 9,130					$ 9,130	1,381	6	6.61
		Cares-Congregate	$ -						$ -	-	-	6.61
		FFCRA-Congregate	$ 504						$ 504	76	1	6.61
		Effingham County				$ 7,212			$ 7,212			6.61
		TOTAL CM Effingham County	$ 48,968	$ 25,715	$ 5,702	$ 12,812	$ -	$ -	$ 93,196	13,008	54	-
	Home Delievered Meals	CBS-HCBS	$ -	**$ 11,701**	$ -				$ 11,701	1,881	8	6.22
		OAA Title III C2	**$ 68,762**	**$ 4,045**	**$ 8,090**	**$ 5,900**			$ 86,797	13,955	56	6.22
		NSIP - State		**$ 23,840**					$ 23,840	3,833	16	6.22
		Cares-HDM	**$ 14,084**						$ 14,084	2,264	10	6.22
		FFCRA-HDM	**$ 4,664**						$ 4,664	750	3	6.22
		HDC5 HD Meals	**$ 22,555**						$ 22,555	3,626	15	6.22
		Effingham County				$ 5,909		$ -	$ 5,909	950	4	6.22
		TOTAL HDM Effingham County	$ 110,065	$ 39,586	$ 8,090	$ 11,809	$ -	$ -	$ 169,550	27,259	112	

DHS - Division of Aging Services

Area Plan Budget Comparison Report by Service - Provider

SFY 2022 Version

AAA: Coastal Georgia Region AAA — SFY 2022 Version 9 - Approved (A

Provider: Effingham County Senior Citizens Center

Program: HCBS - Nutrition Services

Service: Home Delivered Meals

Fund Source: CARES - Home Delivered Meals Unit Cost	SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense			
CARES - Home Delivered Meals Unit Cost	$14,088.30	$14,088.30	$0.00
Expense Total:	**$14,088.30**	**$14,088.30**	**$0.00**
Revenue			
CARES Home Delivered Meals	$14,083.57	$14,083.57	$0.00
Unit Cost Rounding	$4.73	$4.73	$0.00
Revenue Total:	**$14,088.30**	**$14,088.30**	**$0.00**

Fund Source: CBS - HCBS State (Unit Cost)	SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense			
Svc: CBS - HCBS State	$11,706.04	$11,706.04	$0.00
Expense Total:	**$11,706.04**	**$11,706.04**	**$0.00**
Revenue			
State CBS Home and Community Based Services	$11,701.00	$11,701.00	$0.00
Unit Cost Rounding	$5.04	$5.04	$0.00
Revenue Total:	**$11,706.04**	**$11,706.04**	**$0.00**

Fund Source: FFCRA Home Delivered Meals (Unit Cost)	SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense			
FFCRA-Home Delivered Meals	$4,665.00	$4,665.00	$0.00
Expense Total:	**$4,665.00**	**$4,665.00**	**$0.00**
Revenue			
FFCRA-Home Delivered Meals	$4,664.12	$4,664.12	$0.00
Unit Cost Rounding	$0.88	$0.88	$0.00
Revenue Total:	**$4,665.00**	**$4,665.00**	**$0.00**

Fund Source: HDC5 HD Meals Unit Cost	SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense			
Svc: Disaster Services Home Delivered Meals	$42,557.24	$22,559.94	$19,997.30
Expense Total:	**$42,557.24**	**$22,559.94**	**$19,997.30**
Revenue			
HDC5-C2	$42,554.98	$22,554.98	$20,000.00
Unit Cost Rounding	$2.26	$4.96	($2.70)
Revenue Total:	**$42,557.24**	**$22,559.94**	**$19,997.30**

Fund Source: NSIP - State (Unit Cost)	SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*

Report Description: This report compares revised versions of budgets with a budget for SFY and version as chosen by the user. Defaults include the lastest SFY (Primary) and version budgeted and lastest SFY and version of the prior year.

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DHS - Division of Aging Services

Area Plan Budget Comparison Report by Service - Provider

AAA: Coastal Georgia Region AAA

		SFY 2022 Version	SFY 2022 Version 9 - Approved (A	
Expense				
Svc: NSIP State		$23,841.26	$23,841.26	$0.00
	Expense Total:	**$23,841.26**	**$23,841.26**	**$0.00**
Revenue				
State NSIP Supplemental		$23,840.00	$23,840.00	$0.00
Unit Cost Rounding		$1.26	$1.26	$0.00
	Revenue Total:	**$23,841.26**	**$23,841.26**	**$0.00**

Fund Source:	**OAA Title III C2 - Home Delivered Meals (Unit Cost)**	**SFY 2022 (Version 8)**	**SFY 2022 (Version 9)**	**Difference***
Expense				
Svc: OAA Title III C2 - Home Delivered Meals		$86,800.10	$86,800.10	$0.00
	Expense Total:	**$86,800.10**	**$86,800.10**	**$0.00**
Revenue				
OAA Title III C2 Home Delivered Meals		$68,762.00	$68,762.00	$0.00
Other County Contributions		$8,090.00	$8,090.00	$0.00
Program Income Voluntary Client Contributions		$5,900.00	$5,900.00	$0.00
State CBS Home and Community Based Services		$4,045.00	$4,045.00	$0.00
Unit Cost Rounding		$3.10	$3.10	$0.00
	Revenue Total:	**$86,800.10**	**$86,800.10**	**$0.00**

Fund Source:	**Other (Unit Cost)**	**SFY 2022 (Version 8)**	**SFY 2022 (Version 9)**	**Difference***
Expense				
Svc: Other		$5,909.00	$5,909.00	$0.00
	Expense Total:	**$5,909.00**	**$5,909.00**	**$0.00**
Revenue				
Other County Contributions		$5,909.00	$5,909.00	$0.00
	Revenue Total:	**$5,909.00**	**$5,909.00**	**$0.00**

Report Description: This report compares revised versions of budgets with a budget for SFY and version as chosen by the user. Defaults include the lastest SFY (Primary) and version budgeted and lastest SFY and version of the prior year.

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DHS - Division of Aging Services

Area Plan Budget Comparison Report by Service - Provider

SFY 2022 Version

AAA: Coastal Georgia Region AAA — SFY 2022 Version 9 - Approved (A

Provider: Effingham County Senior Citizens Center

Program: HCBS - Senior Centers

Service: Congregate Meals

Fund Source: CARES - Congregate Meals Unit Cost		SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense				
CARES - Congregate Meals Unit Cost		$2,848.91	$0.00	$2,848.91
	Expense Total:	**$2,848.91**	**$0.00**	**$2,848.91**
Revenue				
CARES Cong. Meals		$2,842.67	$0.00	$2,842.67
Unit Cost Rounding		$6.24	$0.00	$6.24
	Revenue Total:	**$2,848.91**	**$0.00**	**$2,848.91**

Fund Source: CBS - HCBS State (Unit Cost)		SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense				
Svc: CBS - HCBS State		$9,135.02	$9,135.02	$0.00
	Expense Total:	**$9,135.02**	**$9,135.02**	**$0.00**
Revenue				
State CBS Home and Community Based Services		$9,130.00	$9,130.00	$0.00
Unit Cost Rounding		$5.02	$5.02	$0.00
	Revenue Total:	**$9,135.02**	**$9,135.02**	**$0.00**

Fund Source: FFCRA Congregate Meals (Unit Cost)		SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense				
FFCRA-Congregate Meals		$508.97	$508.97	$0.00
	Expense Total:	**$508.97**	**$508.97**	**$0.00**
Revenue				
FFCRA-Congregate Meals		$503.87	$503.87	$0.00
Unit Cost Rounding		$5.10	$5.10	$0.00
	Revenue Total:	**$508.97**	**$508.97**	**$0.00**

Fund Source: NSIP - State (Unit Cost)		SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*
Expense				
Svc: NSIP State		$13,735.58	$13,735.58	$0.00
	Expense Total:	**$13,735.58**	**$13,735.58**	**$0.00**
Revenue				
State NSIP Supplemental		$13,734.00	$13,734.00	$0.00
Unit Cost Rounding		$1.58	$1.58	$0.00
	Revenue Total:	**$13,735.58**	**$13,735.58**	**$0.00**

Fund Source: OAA Title III C1 - Congregate Meals (Unit Cost)	SFY 2022 (Version 8)	SFY 2022 (Version 9)	Difference*

Report Description: This report compares revised versions of budgets with a budget for SFY and version as chosen by the user. Defaults include the lastest SFY (Primary) and version budgeted and lastest SFY and version of the prior year.

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DHS - Division of Aging Services

Area Plan Budget Comparison Report by Service - Provider

AAA: Coastal Georgia Region AAA

		SFY 2022 Version 9 - Approved (A		
Expense				
Svc: OAA Title III C1 - Congregate Meals		$72,617.46	$62,623.14	$9,994.32
	Expense Total:	**$72,617.46**	**$62,623.14**	**$9,994.32**
Revenue				
OAA Title III C1 Congregate Meals		$56,964.00	$48,464.00	$8,500.00
Other Private Grants or Contributions		$6,701.00	$5,701.60	$999.40
Program Income Voluntary Client Contributions		$5,600.00	$5,600.00	$0.00
State CBS Home and Community Based Services		$3,351.00	$2,851.00	$500.00
Unit Cost Rounding		$1.46	$6.54	($5.08)
	Revenue Total:	**$72,617.46**	**$62,623.14**	**$9,994.32**

Fund Source: Other (Unit Cost)		**SFY 2022 (Version 8)**	**SFY 2022 (Version 9)**	**Difference***
Expense				
Svc: Other		$7,211.51	$7,211.51	$0.00
	Expense Total:	**$7,211.51**	**$7,211.51**	**$0.00**
Revenue				
Other County Contributions		$7,211.51	$7,211.51	$0.00
	Revenue Total:	**$7,211.51**	**$7,211.51**	**$0.00**

Report Description: This report compares revised versions of budgets with a budget for SFY and version as chosen by the user. Defaults include the lastest SFY (Primary) and version budgeted and lastest SFY and version of the prior year.

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Staff Report

Subject: ACCG Georgia County Internship Program (GCIP)
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 4/5/22
Item Description: Consideration for ECBOC to contract with ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP).

Summary Recommendation:
Staff is requesting approval for ECBOC to contract with ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP). The award amount is $2,607.60

Executive Summary:
The ACCG Civic Affairs Foundation is a nonprofit organization established by ACCG in2006. The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. The goal of the program is to enable counties to hire talented college students and recent graduates for specific projects that will, 1) benefit county government and its citizens; 2) give students a chance to learn first-hand about the role of county government; 3) provide practical work experiences students can use in the job market upon graduation; 4) and inspire young people to consider a career in county government. Effingham County Administration was awarded a Roads Condition Assessment Intern.

Background:
1. The grant hourly wage is $12 but the County will pay an additional $3 for the wage to be @ $15 per hour.
2. Interns must be currently enrolled in a college/university or a recent graduate to be eligible to participate in the program.
3. This will require a budget amendment. The County will pay $5,204.64.

Alternatives for Commission to Consider:
1. Approve to contract with ACCG Civic Affairs Foundation GCIP.
2. Do not approve to contract with ACCG Civic Affairs Foundation GCIP.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve to contract with ACCG Civic Affairs Foundation GCIP.

Other Alternatives:
N/A

Department Review: *(list departments)*
Finance

Funding Source:
The hourly salary will be reimbursed at the end of the grant period.

Attachments:
GCIP grant award contract

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____County ("**COUNTY**"), having its principal office at_____. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY'S** governing authority and entry on the **COUNTY'S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2022 until September 1, 2022. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

a. **Hourly Rate**. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than $12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of $12.00 per hour, including workers' compensation and FICA.

b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to $24.00 per intern, per internship.

c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to $183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than $12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2022 to September 1, 2022, for the Foundation approved internship project as described within the attached County Grant Application.

B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of $12.00 per hour for each hour suffered or permitted to be worked by the intern.

C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.

D. **Required Information: Proof of Payment of Intern and Reporting Requirements**. Upon completion of the internship, the **COUNTY** shall provide the following information

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") **(Exhibit C)**; (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form ("Reimbursement Form") **(Exhibit D)**; and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **FOUNDATION** by October 15, 2022 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The **COUNTY** must submit to the **FOUNDATION** no later than July 27, 2022:); intern consent form ("Intern Consent Form") **(Exhibit F)**; the intern information form ("Intern Information Form" **(Exhibit G);** and an intern photograph.

F. Tax Withholdings. The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings.

G. Nondiscrimination in Employment Practices. The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:

1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. **Fair Labor Standards Act**

3. **Georgia Security and Immigration Compliance Act**. The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

ACCG Civic Affairs Foundation

I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2022.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION,** Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION.**

C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION,** or the Association County Commissioners of Georgia.

B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.

C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:	**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**
_____	_____
Signature	Signature
_____	Dave Wills_____
Printed Name	Printed Name
_____	Secretary-Treasurer_____
Title:	Title:
This ____ day of _____, 2022	This ____ day of _____, 2022

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2022, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

_____
Clerk

Staff Report

Subject: Governor's OPB GA Public Safety Officials & First Responders Supplement Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 4/5/22
Item Description: Consideration for the Board of Commissioners to ratify and affirm acceptance of a grant award from the Governor's Office of Planning and Budget (OPB) for a Georgia Public Safety Officials and First Responders Supplement Grant.

Summary Recommendation:
Staff is requesting consideration for the Board of Commissioners to ratify and affirm acceptance of a grant award from the Governor's Office of Planning and Budget (OPB) for a Georgia Public Safety Officials and First Responders Supplement Grant.

Executive Summary:
Governor Kemp announced a Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant provides a $1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a $300 supplement for all active volunteer firefighters in Georgia serving during August of 2021.

Eligible employees are workers who served full-time in August of 2021 as a public safety official or first responder in a position requiring active certification as a law enforcement officer, jail officer, communications officer, firefighter, or emergency medical services personnel from the state from either the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH).

Effingham County applied on behalf of eligible county employees and will disburse payments to individuals through a special payroll process.

Background:
1. There is no cost share requirement.
2. The award amount is $272,248.50.

Alternatives for Commission to Consider:
1. Approve to ratify and affirm acceptance of a grant award from OPB for a Georgia Public Safety Officials and First Responders Supplement Grant.

2. Do not approve to ratify and affirm acceptance of a grant award from OPB for a Georgia Public Safety Officials and First Responders Supplement Grant.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve to ratify and affirm acceptance of a grant award from OPB for a Georgia Public Safety Officials and First Responders Supplement Grant.

Other Alternatives:
N/A

Department Review: *(list departments)*
Human Resources
Finance

Funding Source:
There is no cost share requirement.

Attachments:
OPB for a Georgia Public Safety Officials and First Responders Supplement Grant award information

1st Responder Award & Payment Listing

	amount	submittal date	resubmittal date	resubmittal amount	approval date	amount approved	payment rec'd date	payment amount rec'd
Fire #1	$ 25,836.00	12/22/2021	n/a	$ -	3/2/2022	$ 25,836.00	3/4/2022	$ 25,836.00
Fire #2	$ 24,759.50	12/22/2021	n/a	$ -	3/7/2022	$ 24,759.50	3/10/2022	$ 24,759.50
Volunteer Fire	$ 4,200.00	12/10/2021	2/9/2022	$ 4,200.00	3/9/2022	$ 4,200.00	3/11/2022	$ 4,200.00
Sheriff #1	$ 20,453.50	12/21/2021	n/a	$ -	3/9/2022	$ 20,453.50	3/11/2022	$ 20,453.50
Sheriff #2	$ 29,065.50	12/21/2021	n/a	$ -	3/16/2022	$ 29,065.50	3/18/2022	$ 29,065.50
Sheriff #3	$ 13,994.50	12/21/2021	2/14/2022	$ 11,841.50	3/18/2022	$ 11,841.50	3/22/2022	$ 11,841.50
Sheriff CID	$ 15,071.00	12/21/2021	n/a	$ -	3/9/2022	$ 15,071.00	3/11/2022	$ 15,071.00
Sheriff Communications	$ 10,765.00	12/21/2021	n/a	$ -	2/14/2022	$ 10,765.00	2/16/2022	$ 10,765.00
Sheriff SRO	$ 8,612.00	12/21/2021	n/a	$ -	3/8/2022	$ 8,612.00	3/11/2022	$ 8,612.00
Jail #1	$ 17,224.00	12/22/2021	n/a	$ -	3/8/2022	$ 17,224.00	3/11/2022	$ 17,224.00
Jail #2	$ 19,377.00	12/22/2021	n/a	$ -	3/8/2022	$ 19,377.00	3/11/2022	$ 19,377.00
EMS #1	$ 18,300.50	12/22/2021	n/a	$ -	3/9/2022	$ 18,300.50	3/11/2022	$ 18,300.50
EMS #2	$ 18,300.50	12/22/2021	n/a	$ -	3/14/2022	$ 18,300.50	3/16/2022	$ 18,300.50
Prison #1	$ 17,224.00	12/22/2021	n/a	$ -	3/9/2022	$ 17,224.00	3/11/2022	$ 17,224.00
Prison #2	$ 17,224.00	12/22/2021	n/a	$ -	3/8/2022	$ 17,224.00	3/11/2022	$ 17,224.00
Probation	$ 2,153.00	12/13/2021	REJECTED	$ -	REJECTED	$ -	REJECTED	$ -
E911	$ 13,994.50	12/10/2021	n/a	$ -	2/28/2022	$ 13,994.50	3/2/2022	$ 13,994.50
	$ 276,554.50			**$ 16,041.50**		**$ 272,248.50**		**$ 272,248.50**

APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 2, 2022 11:00 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011144)

Importance: Low

Fire Rescue #1

This notification is to inform you that your payment request has been approved for $25,836.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014856	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$25,836.00	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Monday, March 7, 2022 3:00 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011146)

Importance: Low

Fire Rescue #2

This notification is to inform you that your payment request has been approved for $24,759.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014858	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$24,759.50	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 9, 2022 2:18 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0010816)

Importance: Low

Volunteer Fire Rescue

This notification is to inform you that your payment request has been approved for $4,200.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014483	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$4,200.00	2022-02-09
DEXP-0014484	2-Negative Economic Impacts	2.13-Other Economic Support	Unknown [948160001]	$4,200.00	2022-02-09

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 9, 2022 4:45 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011103)

Importance: Low

Sheriff #1

This notification is to inform you that your payment request has been approved for $20,453.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014816	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$20,453.50	2021-12-21

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 16, 2022 11:54 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011104)

Importance: Low

Sheriff #2

This notification is to inform you that your payment request has been approved for $29,065.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014817	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$29,065.50	2021-12-21

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Friday, March 18, 2022 7:58 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011105)

Importance: Low

Sheriff #3

This notification is to inform you that your payment request has been approved for $11,841.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014818	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$11,841.50	2022-02-14

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 9, 2022 4:50 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011106)

Importance: Low

Sheriff CID

This notification is to inform you that your payment request has been approved for $15,071.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014819	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$15,071.00	2021-12-21

Thanks,
GeorgiaCARES Administrator

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Monday, February 14, 2022 4:16 PM
To: Christy Carpenter; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011110)

Importance: Low

Sheriff Communications

This notification is to inform you that your payment request has been approved for $10,765.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014823	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$10,765.00	2021-12-21

Thanks,
GeorgiaCARES Administrator

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Tuesday, March 8, 2022 11:08 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011108)

Importance: Low

Sheriff School Resource

This notification is to inform you that your payment request has been approved for $8,612.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014821	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$8,612.00	2021-12-21

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Tuesday, March 8, 2022 12:54 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011153)

Importance: Low

Jail #1

This notification is to inform you that your payment request has been approved for $17,224.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014865	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$17,224.00	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPRDVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Tuesday, March 8, 2022 1:47 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011154)

Importance: Low

Jail #2

This notification is to inform you that your payment request has been approved for $19,377.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014867	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$19,377.00	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 9, 2022 12:40 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011142)

Importance: Low

EMS #1

This notification is to inform you that your payment request has been approved for $18,300.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014854	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$18,300.50	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Monday, March 14, 2022 11:27 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011143)

Importance: Low

EMS #2

This notification is to inform you that your payment request has been approved for $18,300.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014855	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$18,300.50	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Wednesday, March 9, 2022 9:52 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011151)

Importance: Low

Prison #1

This notification is to inform you that your payment request has been approved for $17,224.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014863	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$17,224.00	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Tuesday, March 8, 2022 10:16 AM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0011152)

Importance: Low

Prison #2

This notification is to inform you that your payment request has been approved for $17,224.00 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014864	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$17,224.00	2021-12-22

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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Rejected

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Friday, February 4, 2022 3:12 PM
To: Christy Carpenter; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Rejected Payment Request (Payment: PA-0010800)

Importance: Low

This notification is to inform you that your payment request has been rejected and details are listed below.

Reject Reason:
Per email from Sharon Simmons, the employees do not have POST LE certification and are not eligible.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014462	2-Negative Economic Impacts	2.13-Other Economic Support	Rejected	$2,153.00	2022-02-04

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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APPROVED

Sharon Simmons

From: Manager, GrantCare <grantcare_mgr@opb.georgia.gov>
Sent: Monday, February 28, 2022 4:20 PM
To: ccarpenter@effinghamcounty.org; Sharon Simmons; Mark Barnes; Timothy Callanan; Stephanie Johnson; Wesley Corbitt
Subject: EXTERNAL:Notification of Approved Payment Request (Payment: PA-0010815)

Importance: Low

E911

This notification is to inform you that your payment request has been approved for $13,994.50 and details are listed below.

Expense ID	Category	Available Activity	Expense Status	Total Expenses	Submitted Date
DEXP-0014482	2-Negative Economic Impacts	2.13-Other Economic Support	Approved	$13,994.50	2021-12-10

Thanks,
GeorgiaCARES Administrator

Support: If you need assistance, you can email us at CARES@opb.georgia.gov.

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

Staff Report

Subject: 2020 Transportation Master Plan – Blue Jay Road Amendment
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: April 5, 2022
Item Description: Approve a change order to the 2020 Transportation Master Plan contract to add alternative intersection design to the traffic model and study traffic impacts and performance.

Summary Recommendation:
The 2020 Transportation Master Plan did not originally include studying alternative intersections of Blue Jay Road and the Effingham Parkway. However, with the addition of the curve and intersection further east with Blue Jay Road and McCall Road, the performance of that new curve and intersection has raised questions in the design of the Blue Jay / Effingham Parkway intersection, which is designed very similarly. This proposed amendment would consider a roundabout option and model the impact to the road, its intersections with Blue Jay Road, and what improvements would be needed in design to mitigate the effects.

Executive Summary/Background:

- Pond Co. was selected to prepare the 2020 Transportation Master Plan in December 2020. The original contract was $99,850
- Previous Change orders = $49,350
- This change order = $31,500
- New Contract Amount = $180,700
- Work will take approximately 5 weeks.

Alternatives for Commission to Consider

1 - Approve the change order to Pond Co. in the amount of $31,500 to study the Blue Jay Road and Effingham Parkway intersection.
2 – Take no action and request further information
3 – Deny. No study will be done.

Recommended Alternative: Alternative 1

Other Alternatives: Alternate 2

Department Review: County Engineer; County Attorney

Funding Source: SPLOST.

Attachments: 1. Pond Proposal.

Change Order # 1

Project: Deign – Transportation Master Plan 2020

Contract Date: April 5, 2022

Change Order Effective Date: _____

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

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

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
1	Roundabout concept study of the Intersection of Blue Jay Road and Effingham Parkway	LS	1	$31,500	$31,500
	TOTAL				**$31,500**

The original Contract Sum was.....$ 99,850.00

Net change by previously authorized Change Orders.....$ 49,350.00

The Contract Sum prior to this Change Order was.....$ 149,200.00

The Contract Sum will be increased by this Change Order.....$ 31,500.00

The new Contract Sum including this Change Order will be.....**$ 1,80,700.00**

The Contract Time will be increased by **35** days

The Time allowed for completion is therefore **5 weeks from a Notice to Proceed.**

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

By: _____

Date: _____

Contractor
Pond
49 park of Commerce Way, Suite 203
Savannah, GA 31405

By: _____

Date: _____

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405
T: 912.228.3611
www.pondco.com

March 8, 2022

Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Re: **Effingham County – Professional Transportation Design Services Fee Proposal – Effingham Parkway at Blue Jay Road - Roundabout Evaluation and Concept Design**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

PROJECT UNDERSTANDING:
Effingham County is looking to evaluate the intersection of Effingham Parkway at Blue Jay Road for the feasibility of a roundabout alternative. Tasks will include traffic analysis, as well as the development of concept layout and associated costs to identify impacts including adjacent properties, utilities, etc.

PROFESSIONAL SERVICES:
Pond will provide all labor, materials, and equipment necessary to assist Effingham County in completing the tasks as described herein.

Scope of Work

Task 1: Traffic Analysis

Task 1A. Traffic Data – Pond will utilize the approved design traffic volumes from the GDOT Effingham Parkway from SR 30 to Blue Jay Road (PI #006700) project. Traffic volumes will be projected into a revised open year (2023) and design year (2043) based on the growth rates and methodology developed for the Effingham County Transportation Master Plan (TMP).

Task 1B. Traffic Analysis – Pond will analyze the traffic at the intersection of Effingham Parkway at Blue Jay Road to determine the operations of the previously proposed stop-controlled configuration and a roundabout.

A review of crash history will be completed utilizing GDOT's GEARS and Numetric databases. Capacity analysis will be performed for each intersection using Synchro Software. This analysis will be performed for the AM and PM peak hours of the existing year, opening year, and design year. Analysis of the opening and design years will include a no-build condition as well as the previously proposed stop-controlled condition and a roundabout condition. This analysis will be used to determine what improvements and alternatives are necessary to obtain acceptable operations.

Task 1C. Traffic Engineering Technical Memorandum – Pond will document the analysis results and recommendations in a Traffic Engineering Technical Memo.

- Pond will submit the Report to Effingham County for comment/approval. This task includes one meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the memo.

Deliverables for (Task 1)

- Traffic Engineering Technical Memo

Task 2: Concept Layout

Task 2A: Base Mapping Setup: Pond will utilize the electronic design files (i.e. DGN, DWG, etc) provided by Effigham County to develop the basemapping. This includes topographic survey, parcel data, roadway data, utility data, and contour information. This information will be overlayed on high-resolution aerial imagery.

Task 2B: Concept Layout – Pond will utilize the basemapping from Task 2A to prepare a concept layout for the intersection of Effingham Parkway at Blue Jay Road. The alternative will consist of the following:

- Alternative 1 – Roundabout
  - This alternative will identify the horizontal geometric improvements needed for a single lane roundabout.
  - Evaluation will include swept path analysis of the design vehicle determined for this intersection, along with performance checks (i.e. fastest path analysis).

The concept layout will indicate the proposed improvements and potential impacts, including property/right-of-way, utility, etc.

- Includes (1) meeting with Effingham County staff and addressing (1) round of comments.

Task 2B: Cost Estimate – Pond will prepare a concept-level cost estimate for the concept layout, including right-of-way/property costs.

Deliverables (Task 2)

- Concept Layout for Roundabout Alternative
- Cost Estimate for Roundabout Alternative

Schedule

Pond understands the importance of expediting the delivery of this project, and we are confident that the draft of the concept layout can be completed within (5) weeks from Notice-to-Proceed.

ASSUMPTIONS:

The concept plans will be prepared as a Effingham County let and funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Design/Engineering Plans
- Additional Concept Alternative

- Roundabout Alternative
- GDOT Forecasting and Methodology Process
- Traffic Analysis (Beyond Task 1)
- Right-of-Way Plans
- GDOT Plan Development Process (PDP)
- Staging Plans
- Topographic Survey
- Subsurface Utility Engineering (SUE) Services
- Landscape/Hardscape Plans
- GDOT Concept Report
- Additional Meetings
- MS4 Analysis/Documentation
- Environmental Services
- Erosion Control Plans/Inspection
- Utility Coordination
- Public Involvement
- Geotechnical Services

PROFESSIONAL FEES:
Pond proposes to accomplish *Task 1* through *Task 2* for a total Lump-Sum fee of $31,500.

Total Fee: $31,500 (Lump-Sum fee is inclusive of labor, expenses, and direct costs)

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you have any questions or would like us to discuss/modify the scope, please contact myself or Zach Puckett, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

POND & COMPANY

Richard Fangmann, PE, PTOE
Vice-President

Cc:
Melissa Phillips, Client Liaison
Zach Puckett, PE, IMSA II

Staff Report

Subject: Rezone (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Zeny Carmen Rafael** requests to **rezone** 3 of 14 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 591 Zittrouer Road. **Map# 374 Parcel# 29**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3 of 14 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 wishes to separate a 3-acre home site, and, therefore, must rezone the 3 acres to AR-2
- At the March 21 Planning Board meeting, Alan Zipperer made a motion to approve the request to to **rezone** 3 of 14 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district
  2. 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** 3 of 14 acres from **AR-1** to **AR-2,** with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district
   2. 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** 3 of 14 acres from **AR-1** to **AR-2.**.

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: 2/10/2020

Applicant/Agent: Zeny Carmen Refeel

Applicant Email Address: Zeny carmen @ gmail.com

Phone # 912-245-1080

Applicant Mailing Address: 591 Zittrouer Rd

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): Zeny carmen @ gmail.com

Phone # 912-245-1080

Owner's Mailing Address: 591 Zittrouer Rd.

City: Guyton State: GA Zip Code: 31312

Property Location: 591 Zittrouer Rd

Proposed Road Access: _____

Present Zoning of Property: ~~AG1~~ AR-1 Proposed Zoning: ~~AG2 / AG1~~ AR-2

Tax Map-Parcel # 374-29 Total Acres: 14 Acres to be Rezoned: ~~11~~ 3

Lot Characteristics: Residence, vacant

WATER

✓ Private Well

_____ Public Water System

SEWER

✓ Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: sell part of acreage

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

North AG1 South AG1 East _____ West AG1

Rev 05052021

Seperation of home site, sale of 11 acre

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

Backyard

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.

Housing

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?

residental use

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

no

Applicant Signature: _____ Date 02/10/2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 10/25/2023, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2218 page 986.

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 _____

Print Name Jerry Carmen Rafael

Owner's signature _____

Print Name William Wesley Peterson

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 10th day of February, 20 22.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

Rev 05052021

Effingham County, Georgia
Real Estate Transfer Tax
Paid $ 210.00
Date 10-30-13
Elizabeth Z. Hursey
Clerk of Superior Court

FILED FOR RECORD
BOOK
022PAGE NO0986
2013 OCT 30 AM 9:29
ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

Return Recorded Document to:
Carellas & Newberry P.C.
440 Silverwood Centre Drive
Post Office Box 2599

Rincon, Georgia 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Effingham File #: **0427-13**

This Indenture made this **25th** day of **October, 2013** between **Joe B. Oliver, Jr and Julie E. Oliver** , of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **William Wesley Peterson** , as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, being known as Parcel B, as shown and more particularly described on that certain map or plan made by Terry G. Hatchell, R.L.S. #2663, dated March 4, 2008, recorded in Plat Cabinet C, Slide 199 A 1, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Deed of Gift from Joe B. Oliver, Jr. to Julie E. Oliver, conveying a one-half interest, dated May 14, 2008, recorded in Deed Book 1755, page 276, aforesaid records.

This Deed is given subject to all easements and restrictions of record, if any.

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

EDWARD L. NEWBERRY JR. NOTARY PUBLIC EFFINGHAM COUNTY, GA MY COMMISSION EXPIRES JUNE 22, 2016

Joe B. Oliver, Jr by His Attorney In Fact Julie E. Oliver (Seal)

Julie E. Oliver (Seal)

Julie E. Oliver

(Seal)

(Seal)

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=63501325&key1=2218&key2=986&county=51&countyname=EFFINGHAM&userid=725673&appid=4 1/1

Georgia Department of Public Health
Effingham County
Environmental Health

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

February 22, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Zeny Carmen Rafael
591 Zittrouer Road, Guyton GA 31312
Pin: 374-29
Total Acres: 14 Acres to be rezoned: 3.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

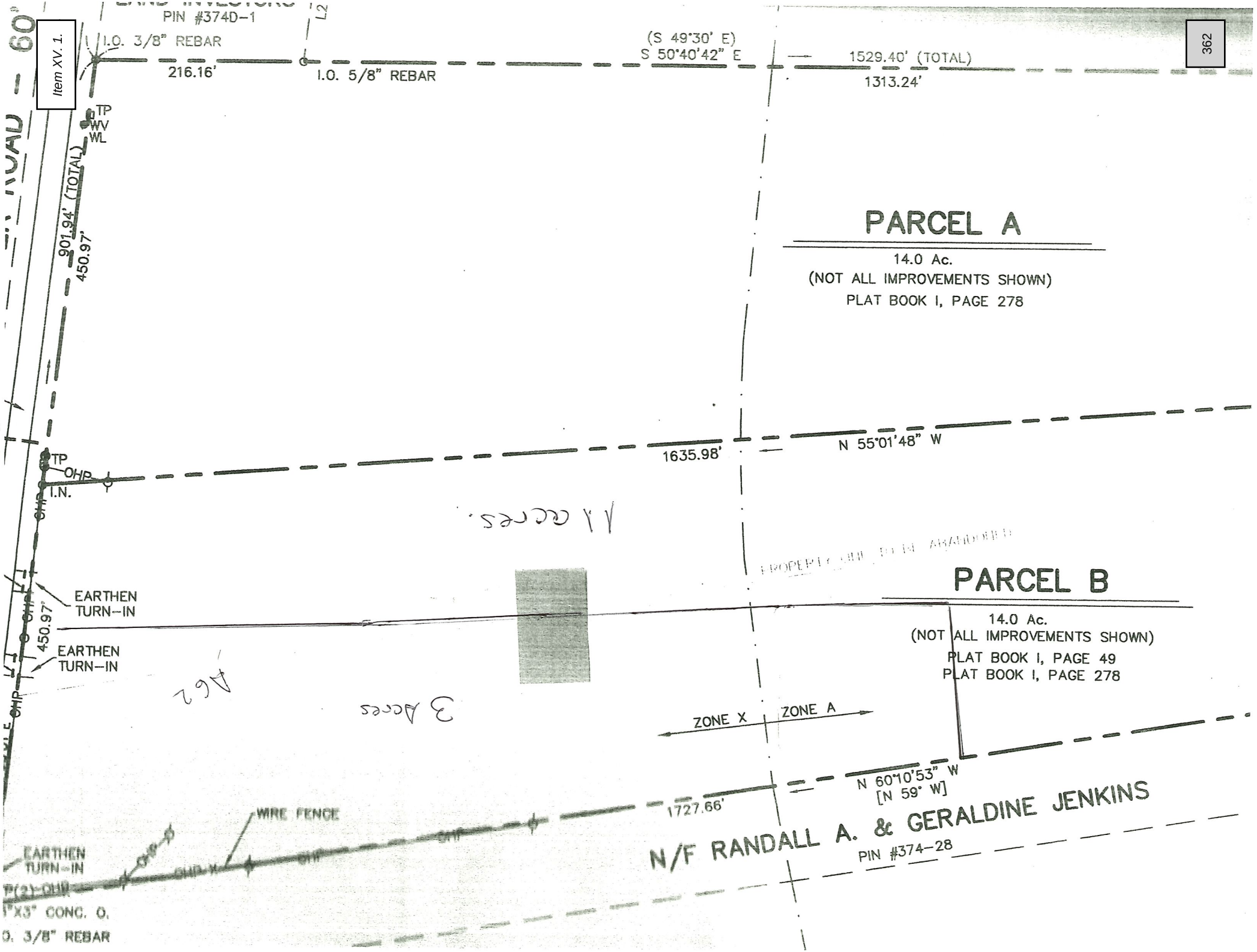
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan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

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

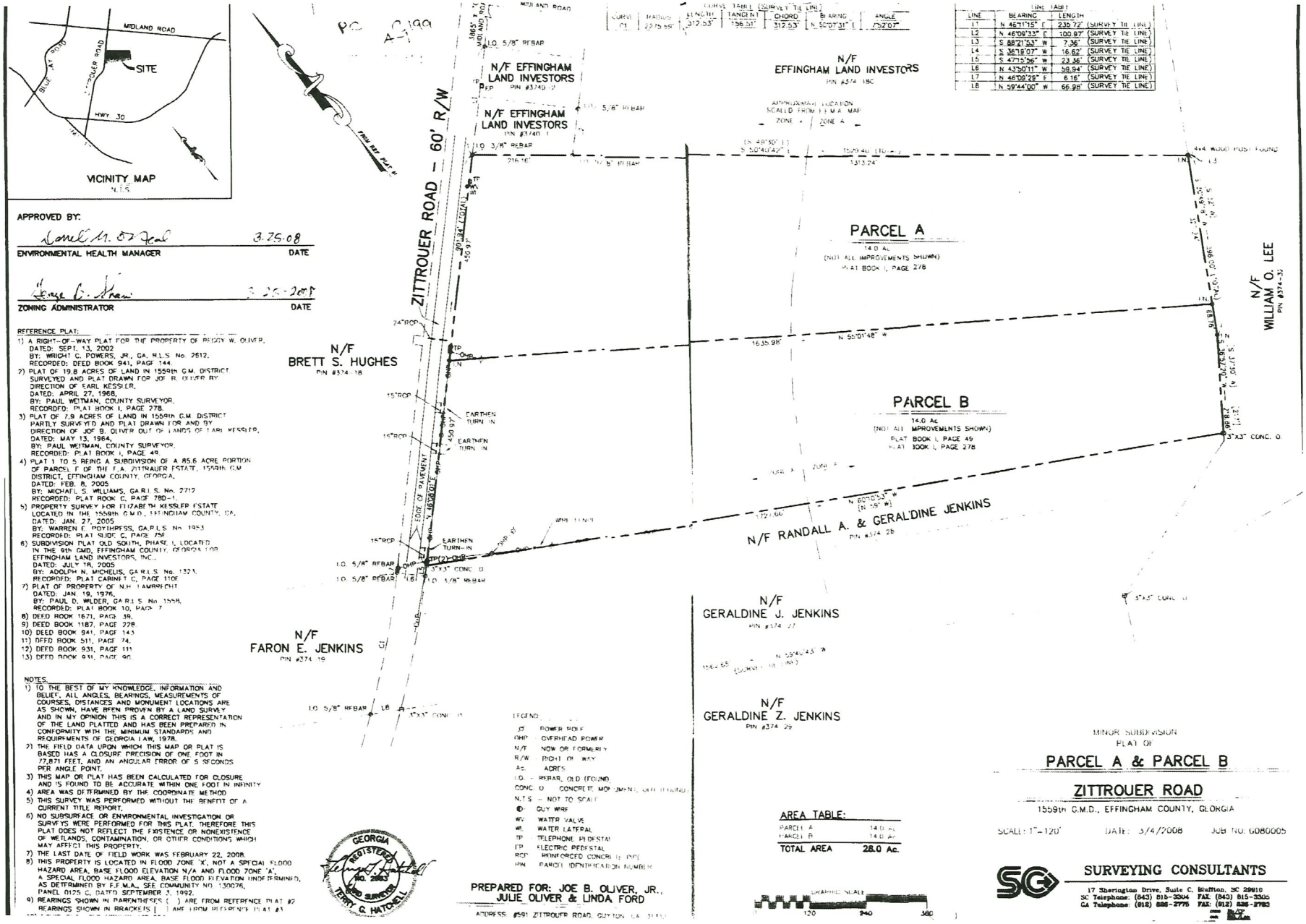
Sincerely,

Darrell M. O'Neal

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


PIN #374D-1
I.O. 3/8" REBAR
216.16'
L2
(S 49°30' E)
S 50°40'42" E
I.O. 5/8" REBAR
1529.40' (TOTAL)
1313.24'
TP
WV
WL
901.94' (TOTAL)
450.97'
PARCEL A
14.0 Ac.
(NOT ALL IMPROVEMENTS SHOWN)
PLAT BOOK I, PAGE 278
TP
OHP
I.N.
1635.98'
N 55°01'48" W
EARTHEN TURN-IN
450.97'
EARTHEN TURN-IN
PARCEL B
14.0 Ac.
(NOT ALL IMPROVEMENTS SHOWN)
PLAT BOOK I, PAGE 49
PLAT BOOK I, PAGE 278
ZONE X
ZONE A
N 60°10'53" W
[N 59° W]
1727.66'
WIRE FENCE
EARTHEN TURN-IN
N/F RANDALL A. & GERALDINE JENKINS
PIN #374-28
1"X3" CONC. O.
O. 3/8" REBAR

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=21992878&key1=C1998&key2=A1&county=51&countyname=EFFINGHAM&userid=725673&appid=28



SURVEY OF 13.984 ACRES OF LAND BEING SUBDIVIDED INTO 2 TRACTS OF LAND LOCATED I N THE1559th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

LINE	BEARING	HORIZ DIST
L1	S46°08'29"W	162.22'
L2	N35°52'50"E	68.77'
L3	N35°21'46"E	219.04'

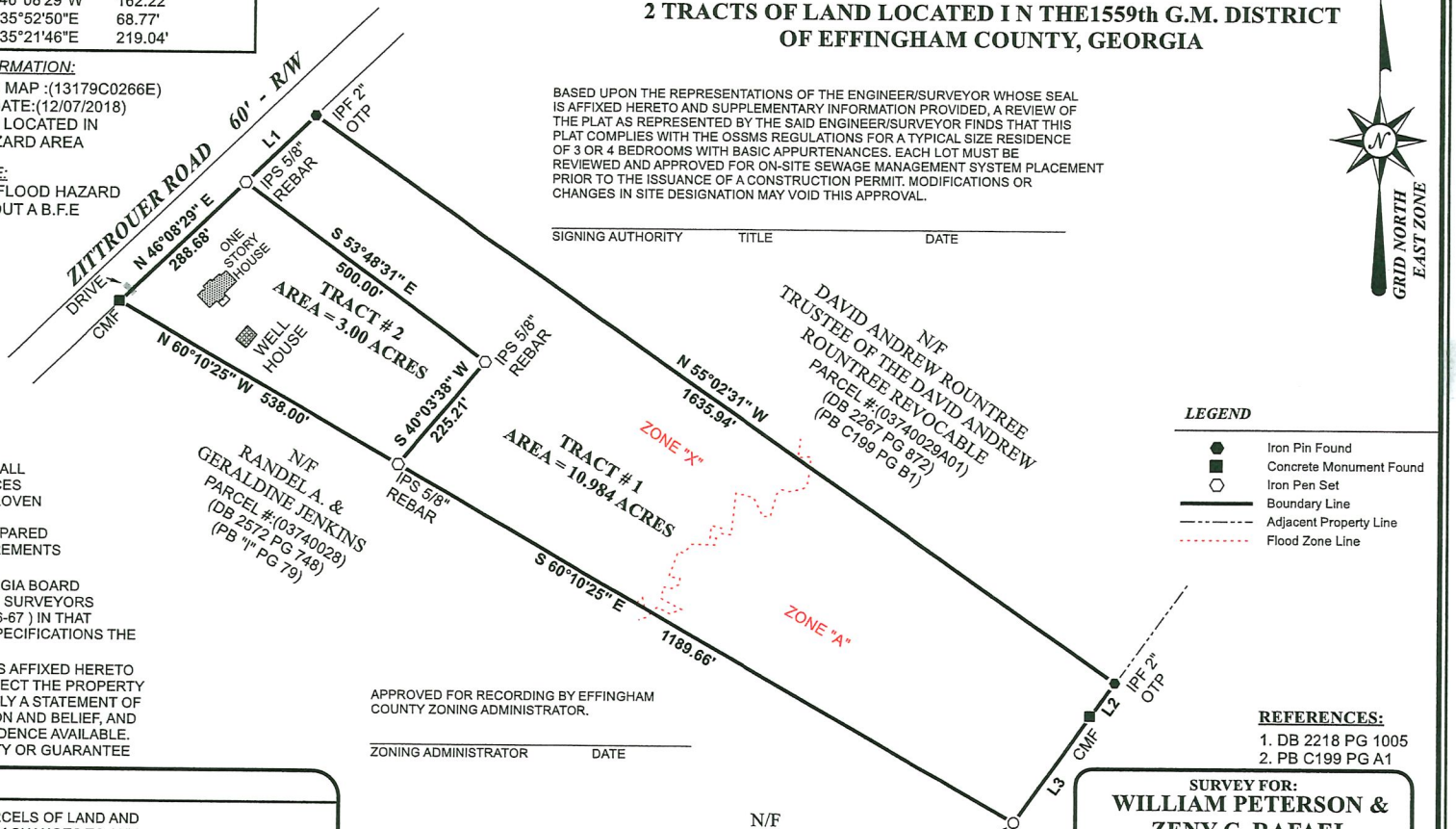
FLOOD INFORMATION:
FEMA FLOOD MAP :(13179C0266E)
EFFECTIVE DATE:(12/07/2018)
THIS AREA IS LOCATED IN
A FLOOD HAZARD AREA

FLOOD ZONE:
"A" SPECIAL FLOOD HAZARD AREA WITH OUT A B.F.E

"X"

ZONING:
AR-2

RESERVED FOR THE CLERK OF COURT



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.

SIGNING AUTHORITY TITLE DATE

GRID NORTH
EAST ZONE

LEGEND
- Iron Pin Found
- Concrete Monument Found
- Iron Pen Set
- Boundary Line
- Adjacent Property Line
- Flood Zone Line

1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL CARLSON RTX DATA COLLECTOR AND A CARLSON BRx6+ GPS.
2. THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978".
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN.THE CERTIFICATION, AS SHOWN HEREON,IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR DATE

REFERENCES:
1. DB 2218 PG 1005
2. PB C199 PG A1

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OR ANY USE OF PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR 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.C.A. SECTION 15-6-67.

3/08/2022

WILLIAM MARK GLISSON RLS #3316 DATE

200' 0 200' 400'

GRAPHIC SCALE 1" = 200'

GEORGIA REGISTERED 3316 LAND SURVEYOR WILLIAM M. GLISSON

STATE OF GEORGIA

PREPARED BY:

GLISSON LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964

377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEY FOR:
WILLIAM PETERSON & ZENY C. RAFAEL

COUNTY: EFFINGHAM STATE: GEORGIA

GMD: 1559th

DATE: 03/04/2022 SCALE: 1" = 200'

FILE NUMBER: 22188 DRAWN BY

TOTAL AREA: = 13.984

FIELD SURVEY DATE: 03/01/2022

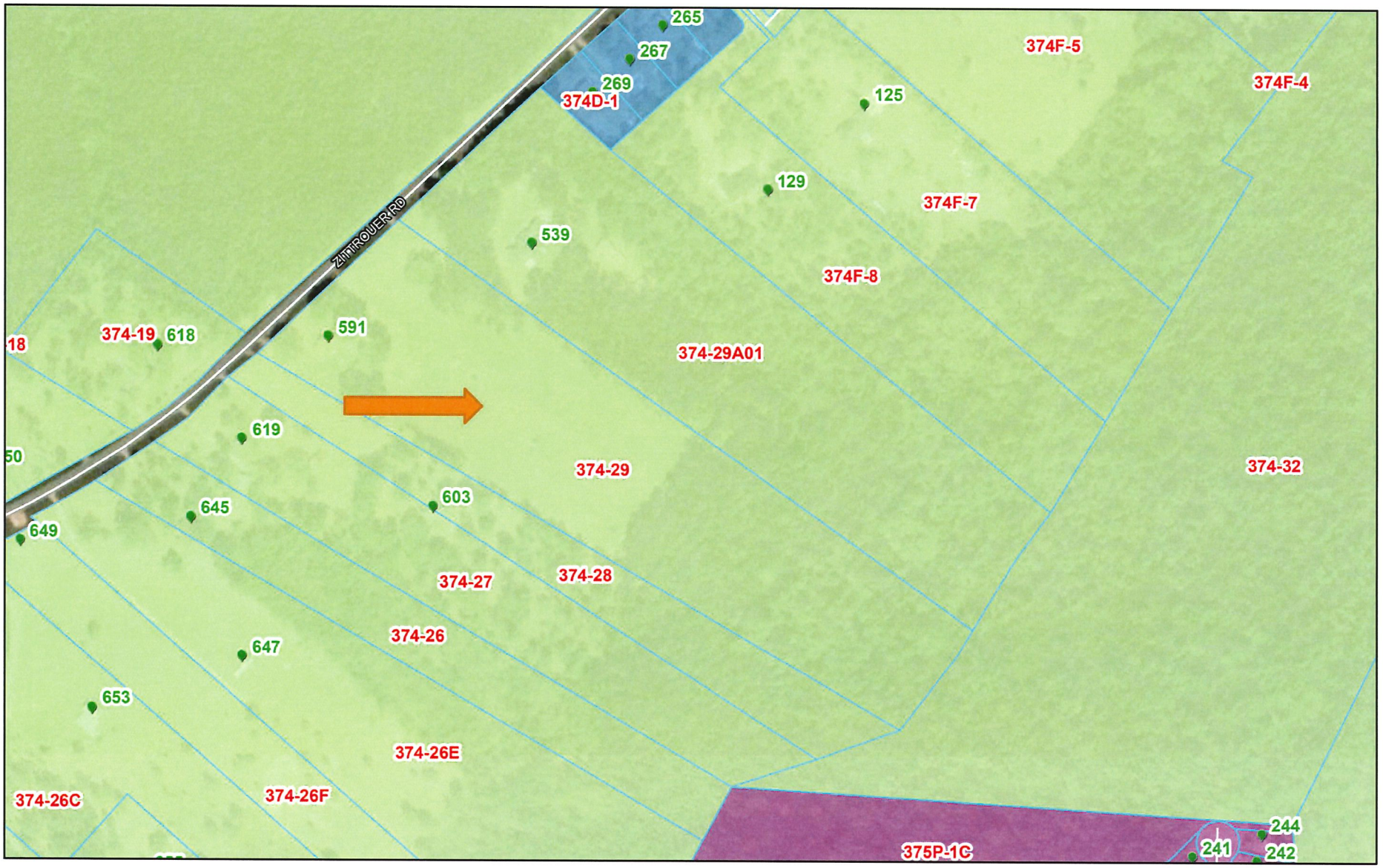
364

Traverse PC

Item XV. 1.

591 ZITTROUER ROAD

591 ZTTROUER ROAD



2/11/2022, 10:03:19 AM

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Address Points

Tax Parcel Labels

Parcels2020

Roads

Effingham County Zoning

AR-1

R-1

PD

Maxar

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

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 **Zeny Carmen Rafael – (Map # 374 Parcel # 29)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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BKS 3/21/22.

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Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Zeny Carmen Rafael** requests to **rezone** 3 of 14 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 591 Zittrouer Road. **Map# 374 Parcel# 29**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3 of 14 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 wishes to separate a 3-acre home site, and, therefore, must rezone the 3 acres to AR-2
- At the March 21 Planning Board meeting, Alan Zipperer made a motion to approve the request to to **rezone** 3 of 14 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district
  2. 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** 3 of 14 acres from **AR-1** to **AR-2,** with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district
   2. 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** 3 of 14 acres from **AR-1** to **AR-2.**.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 374-29
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 374-29

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 ZENY CARMEN RAFAEL has filed an application to rezone three (3) +/- acres; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 374-29, located in the 1st commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT three (3) +/- acres; map and parcel number 374-29, located in the 1st commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district
2. 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: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Buckel Design Group, LLC** as Agent for **Drayton-Parker Companies, LLC** requests approval of a **sketch plan** for: "Parker's Kitchen at US 80 & SR 17". Located at US Highway 80 & GA Highway 17 South, zoned B-3. **Map# 378 Parcels# 40 & 41**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of a **sketch plan** for: "Parker's Kitchen at US 80 & SR 17".

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 1/12/2022 via teleconference, and discussed septic system design & approval; stormwater requirements; and fire department requirements (community v. private well).
- The recombination plat must be recorded before submittal of septic system plans for DPH review.
- The applicant proposes to obtain water service from Water Utility Management.
- All proposed driveways are on state roads. GDOT encroachment permits will be required for site development approval. The Traffic Impact Assessme has been submitted to GDOT.
- A 30' vegetative buffer is required on property boundaries adjacent to R and AR properties.
- The development does not trigger a regional review, as it does not contain more than three diesel fuel pumps, or a half acre of truck parking, or 10 truck parking spaces. Any increase in these features will trigger a regional review.
- Staff directed the design engineers to provide adequate turn radius for trucks to safely access the property from Hwy 17 & Hwy 80.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the March 21 Planning Board meeting, Ryan Thompson made a motion to **approve** a **sketch plan** for: "Parker's Kitchen at US 80 & SR 17".
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve request for a **sketch plan** for: "Parker's Kitchen at US 80 & SR 17".
2. Deny the request of a **sketch plan** for: "Parker's Kitchen at US 80 & SR 17".

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 Kitchen at US 80 & SR 17

Name of Applicant/Agent Joshua Cox, PE Phone 404-796-8016

Company Name Buckel Design Group, LLC

Address 3471 Donaville Street, Duluth, GA 30096

Owner of Record Drayton-Parker Companies, LLC Phone 912-677-0593

Address 17 W. McDonough St., Savannah, GA 31401

Engineer Buckel Design Group, LLC / Joshua Cox, PE Phone 404-796-8016

Address 3471 Donaville Street, Duluth, GA 30096

Surveyor Survey Matters / Nick Mansfield Phone 864-451-0176

Address 107 Hillcrest Avenue, Simpsonville, SC 29681

Proposed water Water Utility Management Proposed sewer on-site treatment w/ septic disposal field

Total acreage of property 6.25 Acreage to be divided N/A Number of Lots Proposed N/A

Current Zoning B-3 Proposed Zoning N/A Tax map – Block – Parcel No 378-40 & 378-~~14~~ 41

Are any variances requested? TBD If so, please describe: None identified thus far

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

This 14th day of February, 2022.

Notary

Applicant

Owner DANIEL BEN-YISRAEL

SARAH FOSTER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires August 15, 2029

4/11/2006

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.
	✓	**3.** Buildings and structures.
	✓	**4.** Sidewalks, streets, alleys, driveways, parking areas, etc.
	✓	**5.** Existing utilities including water, sewer, electric, wells and septic tanks.
	✓	**6.** Natural or man-made watercourses and bodies of water and wetlands.
	✓	**7.** Limits of floodplain.
	✓	**8.** Existing topography.
	✓	**9.** Current zoning district classification and land use.
	✓	**10.** Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
	✓	**1.** Layout of all proposed lots.
	✓	**2.** Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	✓	**3.** Proposed zoning and land use.
	✓	**4.** Existing buildings and structures to remain or be removed.
	✓	**5.** Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	✓	**6.** Proposed retention/detention facilities and storm-water master plan.

	✓	**7.** Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	*	**8.** Water distribution infrastructure master plan. To be provided by WUM separately.

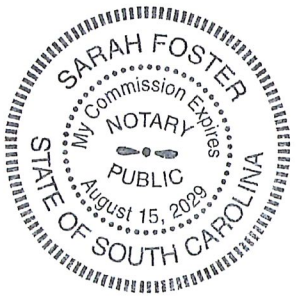
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 11th day of February, 2022.

Sarah Foster
Notary

Applicant

Owner DANIEL BEN-ISRAEL



BEST,Inc

Bradshaw Environmental Soil Technology, Inc.
P. O. Box 88, Rincon, Georgia 31326
cell: 912-665-0485

Level 3 Report

County: Effingham	**Date**: December 6, 2021	**Pin No**:
Owner: Drayton Parker Companies, LLC		**Phone**
Mailing Address:		
Site Location Address: 2917 US Highway 80		
Subdivision:	**Lot No:**	
Map Scale: 1 inch = 100 feet		

SOIL PROPERTIES

SOIL SERIES	Slope %	Seasonal High Water Table from existing surface (inches)	Absorption Rate at Recommended Trench Depth (minutes/inch)	Recommended Trench Depth from existing surface (inches)	Suitability Code	Topsoil thickness (inches)	Recommended Height of Mound based on trench depth of	
							18 inches	24 inches
Blanton - High	0	48	10	24	A	6	0	0
Blanton	0	36	10	12	C	6	6	12
Stilson	0	36	30	12	C	8	6	12
Seagate	0	24	30	0	C	10	18	24
Pelham	0	12	20	12 above	C	10	30	36

SUITABILITY CODE **DESCRIPTION AND NOTES**

A - These soils are suitable for installation of on-site systems with proper system design, installation and maintenance.

C - Because of flooding, shallow seasonal water tables, soil horizons with very slow percolation rate, perched water tables, or imperfect drainage, these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation. Non-conventional systems and installation must be approved by the local Environmental Health Specialist.

F - Because of soil limitations, these soils are unsuited for installation of an on-site system.

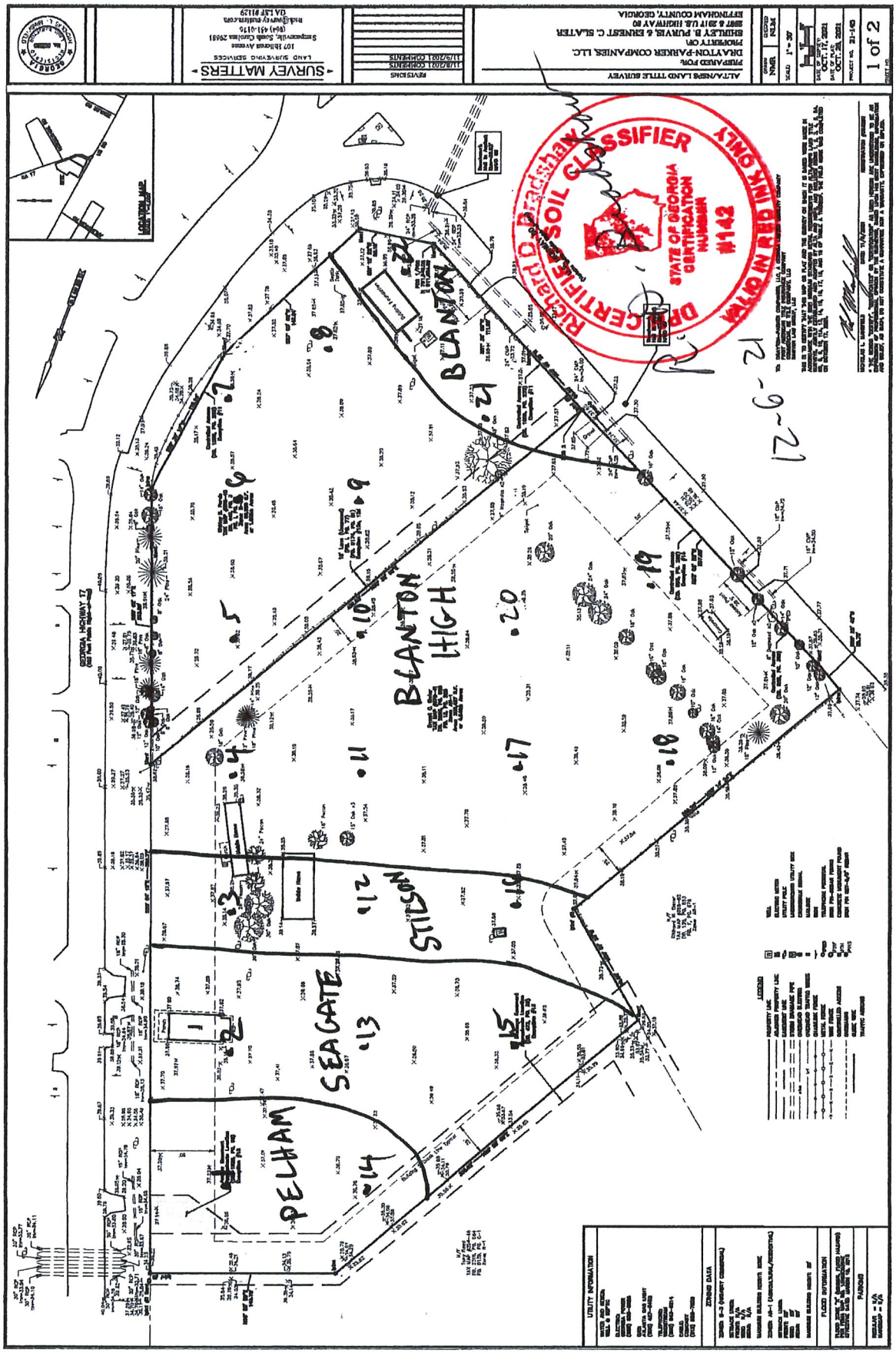
J - These soils commonly have percolation rates that are too slow for installation of a conventional on-site system without special design or installation. Non-conventional system design and installation must be approved by the local Environmental Health Specialist.

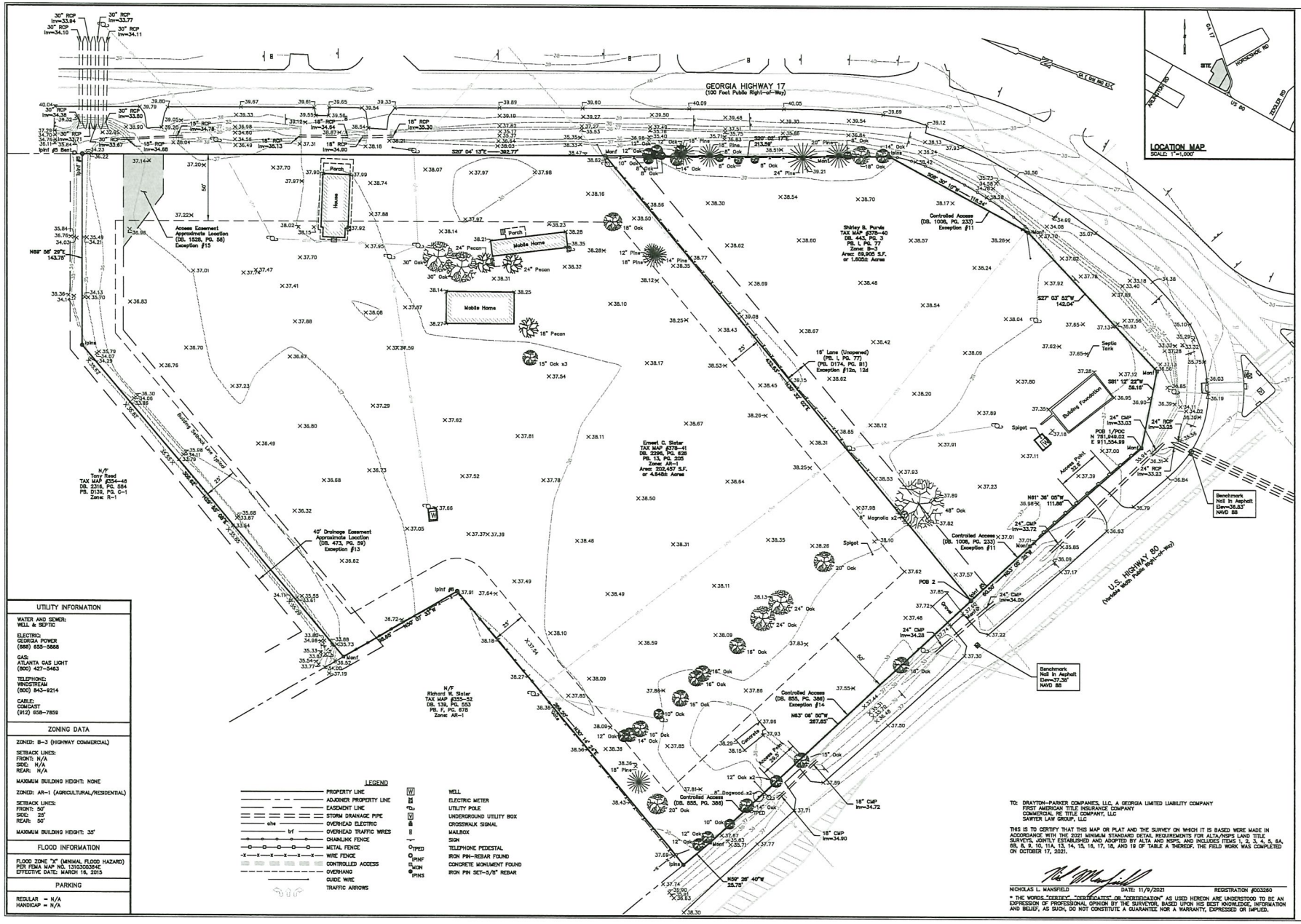
The soil map will have delineated jurisdictional wetlands or approximate wetlands shown. It there are wetlands on the area soil mapped, then a 50 foot set back will be shown from the wetlands.

Site Specific Notes: Make sure the proposed adsorption field area is protected during construction of the home and is not allowed to become a storage area for fill dirt, or used for trash pits. Keep heavy equipment from parking or driving on the adsorption filed area. Do not install adsorption fields during wet or rainy periods. **Do manage surface water away from drain fields with gutters and swells.**

Disclaimer: Recommendations are site specific and if not followed will void this report. All recommendations are based on the original undisturbed soil unless otherwise stated. If the site is disturbed from cutting or filling after date of site visit, this report is null and void. Your local Department of Community Health holds full authority in the permitting of on-site disposal systems and may view the soil conditions differently than the Soil Classifier and will have the final say in their county.

SIGNED: R. D. Bradshaw


ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR:
DRAYTON-PARKER COMPANIES, LLC.
PROPERTY OF:
SHIRLEY B. PUWELL & ERNEST C. SLATTER
SHOT & 301 P U.S. HIGHWAY 80
EFFINGHAM COUNTY, GEORGIA
REVISIONS
11/8/2021 COMMENTS
11/9/2021 COMMENTS
SURVEY MATTERS
LAND SURVEYING SERVICES
107 Hilldale Avenue
Statesboro, South Carolina 29681
(864) 451-0176
info@survey-solutions.com
GA LSF 001129
SCALE: 1" = 30'
DATE OF SURVEY: OCT. 11, 2021
DATE OF PLAT: OCT. 28, 2021
PROJECT NO. 21-143
1 of 2
LOCATION MAP
GEORGIA HIGHWAY 17
BLANTON HIGH
STIDSON
SEAGATE
PELHAM
UTILITY INFORMATION
ZONING DATA
FLOOD INFORMATION
PARCEL
DRAWN - VA
CHECKED - VA
Richard D. Bradshaw
SOIL CLASSIFIER
STATE OF GEORGIA
CERTIFICATION
NUMBER
#142
DRAWING NOT VALID UNLESS SIGNED
12-9-21


GEORGIA HIGHWAY 17
(100 Foot Public Right-of-Way)
U.S. HIGHWAY 80
(Variable Width Public Right-of-Way)
LOCATION MAP
SCALE: 1"=1,000'
SITE
RIDGEDALE RD
US 80
GA 17
Shirley B. Purvis TAX MAP #378-40 DB. 443, PG. 3 PB. L, PG. 77 Zone: B-3 Area: 69,905 S.F. or 1.6052 Acres
Ernest C. Slater TAX MAP #378-41 DB. 2296, PG. 628 PB. 13, PG. 205 Zone: AR-1 Area: 202,457 S.F. or 4.6481 Acres
N/F Tony Reed TAX MAP #354-48 DB. 2316, PG. 584 PB. D130, PG. C-1 Zone: R-1
N/F Richard W. Slater TAX MAP #355-52 DB. 139, PG. 553 PB. F, PG. 678 Zone: AR-1
Access Easement Approximate Location (DB. 1526, PG. 56) Exception #15
40' Drainage Easement Approximate Location (DB. 473, PG. 59) Exception #13
18' Lane (Unopened) (PB. L, PG. 77) (PB. 0174, PG. 81) Exception #12n, 12d
Controlled Access (DB. 1008, PG. 233) Exception #11
Controlled Access (DB. 855, PG. 386) Exception #14
Building Setback Line Typical
Mobile Home
Building Foundation
Septic Tank
Benchmark Nail in Asphalt Elev=38.63' NAVD 88
Benchmark Nail in Asphalt Elev=37.26' NAVD 88
POB 1/POC N 781,848.22 E 911,554.99
POB 2
N69° 04' 29"E 143.75'
S20° 04' 13"E 382.77'
S20° 02' 17"E 213.59'
N69° 30' 10"W 116.34'
S27° 03' 52"W 142.04'
S81° 12' 22"W 58.16'
N61° 36' 05"W 111.86'
N63° 06' 50"W 287.85'
N59° 26' 40"W 25.75'
N20° 57' 33"E 38.85'
N20° 57' 33"E 60.00

TAX MAP #378-40 DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN EFFINGHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT (POB 1) ON THE MITER FORMING THE INTERSECTION OF THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 80 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGIA HIGHWAY 17 (100 FOOT PUBLIC RIGHT-OF-WAY) HAVING GA EAST GRID COORDINATES OF N 781,949.02, E 911,554.99; THENCE ALONG THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 80 (FOR THE FOLLOWING TWO CALLS) (1) N81°36'05"W A DISTANCE OF 111.86 FEET TO A MONUMENT, (2) THENCE N43°03'25"W A DISTANCE OF 80.50 FEET TO AN IRON PIN, THENCE ALONG THE COMMON LINE OF SLATER N30°32'02"E A DISTANCE OF 432.53 FEET TO A MONUMENT, THENCE ALONG THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGIA HIGHWAY 17 (FOR THE FOLLOWING FOUR CALLS) (1) S20°02'17"E A DISTANCE OF 213.58 FEET TO AN IRON PIN, (2) THENCE S08°30'10"W A DISTANCE OF 118.24 FEET TO A MONUMENT, (3) THENCE S27°03'52"W A DISTANCE OF 142.04 FEET TO A MONUMENT, (4) THENCE S81°12'22"W A DISTANCE OF 56.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 69,925 S.F. OR 1.605 ACRES MORE OR LESS.

BEING THE SAME PARCEL DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER 103-128(A) WITH EFFECTIVE DATE AUGUST 25, 2021.

Exceptions to Title, Schedule B, Part II
First American Title Insurance Company
File No. 103-128(A)
Effective Date: August 25, 2021 at 8:00 a.m.

1-2. (NOT A SURVEY MATTER)

3. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. (CURRENT SURVEY SHOWN HEREON)

4. (NOT A SURVEY MATTER)

5. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land. (CURRENT SURVEY SHOWN HEREON)

6-8. (NOT A SURVEY MATTER)

9. No insurance is afforded as to the exact amount of acreage contained within the Land. (CURRENT ACREAGE SHOWN HEREON)

Special Exceptions

10. Easement from L. E. Edwards to Savannah Electric and Power Company, dated October 28, 1936, filed for record November 2, 1936, and recorded in Deed Book 84, Page 33, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (DOES NOT AFFECT THE SUBJECT PARCEL)

11. Limitation of access rights contained in Right of Way Deed from Shirley B. Purvis to Department of Transportation dated August 6, 2003, filed for record August 13, 2003 at 10:45 a.m., and recorded in Deed Book 1005, Page 233, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL AS SHOWN HEREON)

12. All matters shown on the following plats:

(a) Plat of a small lot of land about 18 miles from Savannah, Ga. on Highway No. 80 prepared by D. M. Wellman, and recorded in Plat Book F, Page 507, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL, NOTHING TO PLOT)

(b) Map of Estate of Mrs. Laura Edwards Lynch prepared by D. M. Wellman and recorded in Plat Book F, Page 529, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL, NOTHING TO PLOT)

(c) Plat of One Hundred and Fifty-Five Acres of Land prepared by Paul Wellman, dated January 23, 1955, filed for record August 6, 1997, and recorded in Plat Book I, Page 77, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL AS SHOWN HEREON)

(d) Survey of 1.60 Acres prepared by William M. Gleason, Georgia Registered Land Surveyor No. 3315, dated February 9, 2016, filed for record June 15, 2016 at 4:18 p.m., and recorded in Plat Book D-174, Page B-1, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL AS SHOWN HEREON)

13. All matters shown on ALTA/NSPS Land Title Survey prepared for _____ by _____, Job No. ____, bearing the seal and certification of _____, Georgia Registered Land Surveyor No. ____, dated _____, 2021. [to be completed upon receipt of new survey]

14-15. (NOT A SURVEY MATTER)

TAX MAP #378-41 DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN EFFINGHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT ON THE MITER FORMING THE INTERSECTION OF THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 80 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGIA HIGHWAY 17 (100 FOOT PUBLIC RIGHT-OF-WAY) HAVING GA EAST GRID COORDINATES OF N 781,949.02, E 911,554.99; THENCE ALONG THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 80 (FOR THE FOLLOWING TWO TIE LINE CALLS) (1) N81°36'05"W A DISTANCE OF 111.86 FEET TO A MONUMENT, (2) THENCE N43°03'25"W A DISTANCE OF 80.50 FEET TO AN IRON PIN (POB 2) AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY (FOR THE FOLLOWING TWO CALLS) (1) N43°06'36"W A DISTANCE OF 287.65 FEET TO A MONUMENT, (2) THENCE N59°26'40"W A DISTANCE OF 25.75 FEET TO AN IRON PIN, THENCE ALONG THE COMMON LINE OF SLATER (FOR THE FOLLOWING TWO CALLS) (1) N30°14'24"E A DISTANCE OF 286.20 FEET TO AN IRON PIN, (2) THENCE N50°03'33"E A DISTANCE OF 98.65 FEET TO A MONUMENT, THENCE ALONG THE COMMON LINE OF REED (FOR THE FOLLOWING TWO CALLS) (1) N28°55'08"E A DISTANCE OF 305.82 FEET TO AN IRON PIN, (2) THENCE N69°58'28"E A DISTANCE OF 143.75 FEET TO AN IRON PIN, THENCE ALONG THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGIA HIGHWAY 17 S20°04'13"E A DISTANCE OF 382.77 FEET TO A MONUMENT, THENCE ALONG THE COMMON LINE OF PURVIS S30°32'02"W A DISTANCE OF 432.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 202,457 S.F. OR 4.648 ACRES MORE OR LESS.

BEING THE SAME PARCEL DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER 103-128(B) WITH EFFECTIVE DATE AUGUST 25, 2021.

Exceptions to Title, Schedule B, Part II
First American Title Insurance Company
File No. 103-128(B)
Effective Date: August 11, 2021 at 8:00 a.m.

1-2. (NOT A SURVEY MATTER)

3. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. (CURRENT SURVEY SHOWN HEREON)

4. (NOT A SURVEY MATTER)

5. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land. (CURRENT SURVEY SHOWN HEREON)

6-8. (NOT A SURVEY MATTER)

9. No insurance is afforded as to the exact amount of acreage contained within the Land. (CURRENT ACREAGE SHOWN HEREON)

Special Exceptions

10. Drainage rights contained in Right of Way Deed from John Slater to State Highway Department of Georgia, dated December 3, 1959, filed for record January 23, 1960 at 10:00 a.m., and recorded in Deed Book 122, Page 207, in the Office of the Clerk of Superior Court, Effingham County, Georgia; as depicted on plat recorded in Map Book 2, Page 74, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL, BLANKET IN NATURE FOR DRAINAGE)

11. Right of Way Easement from John Slater to State Highway Department of Georgia, dated December 3, 1959, filed for record February 17, 1960, and recorded in Deed Book 123, Page 302, in the Office of the Clerk of Superior Court, Effingham County, Georgia; as depicted on plat recorded in Map Book 2, Page 78, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (DOES NOT AFFECT THE SUBJECT PARCEL. EASEMENT IS WITHIN THE CURRENT PUBLIC RIGHT OF WAY)

12. Easement from Floy Davis to Savannah Electric and Power Company, dated March 28, 1990, filed for record June 7, 1990, and recorded in Deed Book 281, Page 555, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL, BLANKET IN NATURE OVER ELECTRIC LINE)

13. Drainage Ditch Easement from Floy Davis to Board of Commissioners of Effingham County, dated March 17, 1998, filed for record April 17, 1998 at 10:54 a.m., and recorded in Deed Book 473, Page 59, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL AS SHOWN HEREON)

14. Limitation of access rights contained in Right of Way Deed from Floy S. Davis a/k/a Floy Slater to Department of Transportation dated July 10, 2002, filed for record July 29, 2002 at 11:03 a.m., and recorded in Deed Book 853, Page 388, in the Office of the Clerk of Superior Court, Effingham County, Georgia (AFFECTS THE SUBJECT PARCEL AS SHOWN HEREON)

15. Access Easement from Ernest C. Slater to Board of Commissioners of Effingham County, dated October 5, 2006, filed for record October 5, 2006 at 11:29 a.m., and recorded in Deed Book 1528, Page 38, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL AS SHOWN HEREON)

16. All matters shown on the following plats:

(a) Plat of Five (5) acres of land at Faulkeville, prepared for Saxton Dukes, dated October 31, 1941, and recorded in Plat Book F, Page 878, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL, NOTHING TO PLOT)

(b) Right of Way Plat for Project No. S0722(8) dated July 14, 1959, and recorded in Map Book 2, Page 74, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (DOES NOT AFFECT THE SUBJECT PARCEL)

(c) Right of Way Plat for Project No. S0722(8) dated July 14, 1959, and recorded in Map Book 2, Page 78, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (DOES NOT AFFECT THE SUBJECT PARCEL. EASEMENT SUPERCEDED BY DB. 473, PG. 59)

(d) Plat of Calvin E. Slater Estate prepared by Paul D. Wider, Georgia Registered Land Surveyor No. 1559, dated June 8, 1987, and recorded in Plat Book 13, Page 205, in the Office of the Clerk of Superior Court, Effingham County, Georgia. (AFFECTS THE SUBJECT PARCEL, NOTHING TO PLOT)

17. All matters shown on ALTA/NSPS Land Title Survey prepared for _____ by _____, Job No. ____, bearing the seal and certification of _____, Georgia Registered Land Surveyor No. ____, dated _____, 2021. [to be completed upon receipt of new survey]

18-19. (NOT A SURVEY MATTER)

LOCATION MAP
SCALE: 1"=1,000'

UTILITY INFORMATION

WATER AND SEWER:
WELL & SEPTIC

ELECTRIC:
GEORGIA POWER
(888) 660-5888

GAS:
ATLANTA GAS LIGHT
(800) 427-5463

TELEPHONE:
WINDSTREAM
(800) 843-9214

CABLE:
COMCAST
(912) 658-7859

ZONING DATA

ZONED: B-3 (HIGHWAY COMMERCIAL)

SETBACK LINES:
FRONT: N/A
SIDE: N/A
REAR: N/A

MAXIMUM BUILDING HEIGHT: NONE

ZONED: AR-1 (AGRICULTURAL/RESIDENTIAL)

SETBACK LINES:
FRONT: 50'
SIDE: 25'
REAR: 50'

MAXIMUM BUILDING HEIGHT: 35'

FLOOD INFORMATION

FLOOD ZONE "X" (MINIMAL FLOOD HAZARD)
PER FEMA MAP NO. 13103C0304E
EFFECTIVE DATE: MARCH 16, 2015

PARKING

REGULAR = N/A
HANDICAP = N/A

NOTES:

1. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON GA EAST GRID NAD 83 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
2. ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
3. REFERENCE IS HEREBY MADE TO THE FOLLOWING MAPS:
   A. PLAT BOOK 13, PAGE 205 RECORDED IN THE EFFINGHAM COUNTY REGISTER OF DEEDS OFFICE.
   B. PLAT BOOK D174, PAGE B1 RECORDED IN THE EFFINGHAM COUNTY REGISTER OF DEEDS OFFICE.
4. THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF GEORGIA.
5. THE AREA WAS DETERMINED BY DMD METHOD.
6. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
7. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
8. THE PROPERTY APPEARS TO BE IN FEMA ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), PER MAP #13103C0364E; EFFECTIVE MARCH 16, 2015.
9. ZONING CONFIRMED PER LETTER PROVIDED BY EFFINGHAM COUNTY, GEORGIA BOARD OF COMMISSIONERS DATED SEPTEMBER 20, 2021.
10. TOTAL AREA = 272,362 S.F. = 6.253± ACRES
11. NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, STREET OR SIDEWALK CONSTRUCTION WAS OBSERVED ON SITE.
12. THE SITE DOES NOT APPEAR TO HAVE BEEN USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
13. NO VISIBLE FLAGGING EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.
14. FOR EACH PARCEL, ALL BOUNDARY LINES ARE CONTIGUOUS WITH ADJACENT PROPERTY LINES OR RIGHTS-OF-WAY, AS APPLICABLE, LEAVING NO GAPS OR GORES. SPECIFICALLY, THERE ARE NO GAPS AND GORES BETWEEN THE PURVIS PARCEL AND THE SLATER PARCEL.
15. AT THE TIME OF THIS SURVEY NO KNOWN PROPOSED CHANGES TO RIGHT OF WAY OR SIDEWALKS WERE OBSERVED.

TO: DRAYTON-PARKER COMPANIES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMERCIAL RE TITLE COMPANY, LLC
SAWYER LAW GROUP, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 8, 9, 10, 11A, 13, 14, 15, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 17, 2021.

NICHOLAS L. MANSFIELD DATE: 11/9/2021 REGISTRATION #003260

* THE WORDS "CERTIFY", "CERTIFICATE", OR "CERTIFICATION" AS USED HEREON ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

GEORGIA REGISTERED LAND SURVEYOR No. 003260 NICHOLAS L. MANSFIELD

SURVEY MATTERS
LAND SURVEYING SERVICES
107 Hillcrest Avenue
Simpsonville, South Carolina 29681
(864) 451-0176
nick@survey-matters.com
GA LSF #1129

REVISIONS
11/8/2021 COMMENTS
11/9/2021 COMMENTS

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR:
DRAYTON-PARKER COMPANIES, LLC.
PROPERTY OF:
SHIRLEY B. PURVIS, & ERNEST C. SLATER
2887 & 2917 U.S. HIGHWAY 80
EFFINGHAM COUNTY, GEORGIA

DRAWN	CHECKED
NMR	NLM

SCALE: 1" = 30'
0 15' 30'
DATE OF SURVEY: OCT. 17, 2021
DATE OF PLAT: OCT. 28, 2021
PROJECT NO. 21-145
2 of 2
SHEET NO.

Buckel Design Group, LLC.
3471 DONAVILLE ST
DULUTH, GA 30096
PHONE: 404-667-5703
FAX: 404-667-5703
WWW.BDGSE.COM

STAMP

PROPOSED: Parker's kitchen
BLOOMINGDALE, EFFINGHAM COUNTY, GA

FOR:
DRAYTON-PARKER COMPANIES, LLC
SAVANNAH, GA 31401

REVISION	BY

DRAWN: SC
CHECKED: JWC
ISSUED DATE: 2/14/2022
ISSUED FOR: CONCEPTUAL REVIEW
PROJECT NO.: 21-200
FILE: 21-200 P-7
SHEET: SK-1

LOCATION MAP
NOT TO SCALE

SITE ANALYSIS

PARKER'S	5,175 S.F.
PARKING PROVIDED	41 SPACES
PARKING REQUIRED	26 SPACES
PARKING RESTRICTIONS:	2 SPACES/1&3 PUMP
SITE AREA	6.253± AC.

LEGEND FOR PROPOSED IMPROVEMENTS

- PROPOSED BUILDING
- PROPOSED CURB AND GUTTER
- PROPOSED GUARDRAIL
- PROPOSED CHAINLINK FENCE
- PAINTED TRAFFIC DIRECTION ARROW
- PROPOSED PARKING SPACES
- PROPOSED SIDEWALK
- STANDARD DUTY ASPHALTIC PAVEMENT
- HEAVY DUTY ASPHALTIC PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- DUMPSTER APRON
- ARCHITECTURAL CONCRETE STAMPED PATTERN PLAN DATE AND DETAILS
- PUBLIC ROADWAY ASPHALTIC PAVEMENT

Not For Construction

SKETCH PLAN

SCALE IN FEET
60' 30' 0 60' 120' 180'

GEORGIA HIGHWAY 17
(100 Foot Public Right-of-Way) 45 mph

HORSESHOE RD

U.S. HIGHWAY 80
(Variable Width Public Right-of-Way) 45 mph

STORMWATER POND

PROPOSED GUARDRAIL

ZONED: B-3

ZONED: R-1

ZONED: AR-1

ON-SITE WASTE TREATMENT SYSTEM ZONED: B-3

EXISTING ZONING LINE

OVERHEAD POWER LINES

DO NOT ENTER SIGNS

DRIVE-THRU EXIT ONLY SIGNS

DRIVE-THRU ENTRY SIGNS

ORDER BOARDS

MENU BOARDS

CANOPY

BIORETENTION AREA

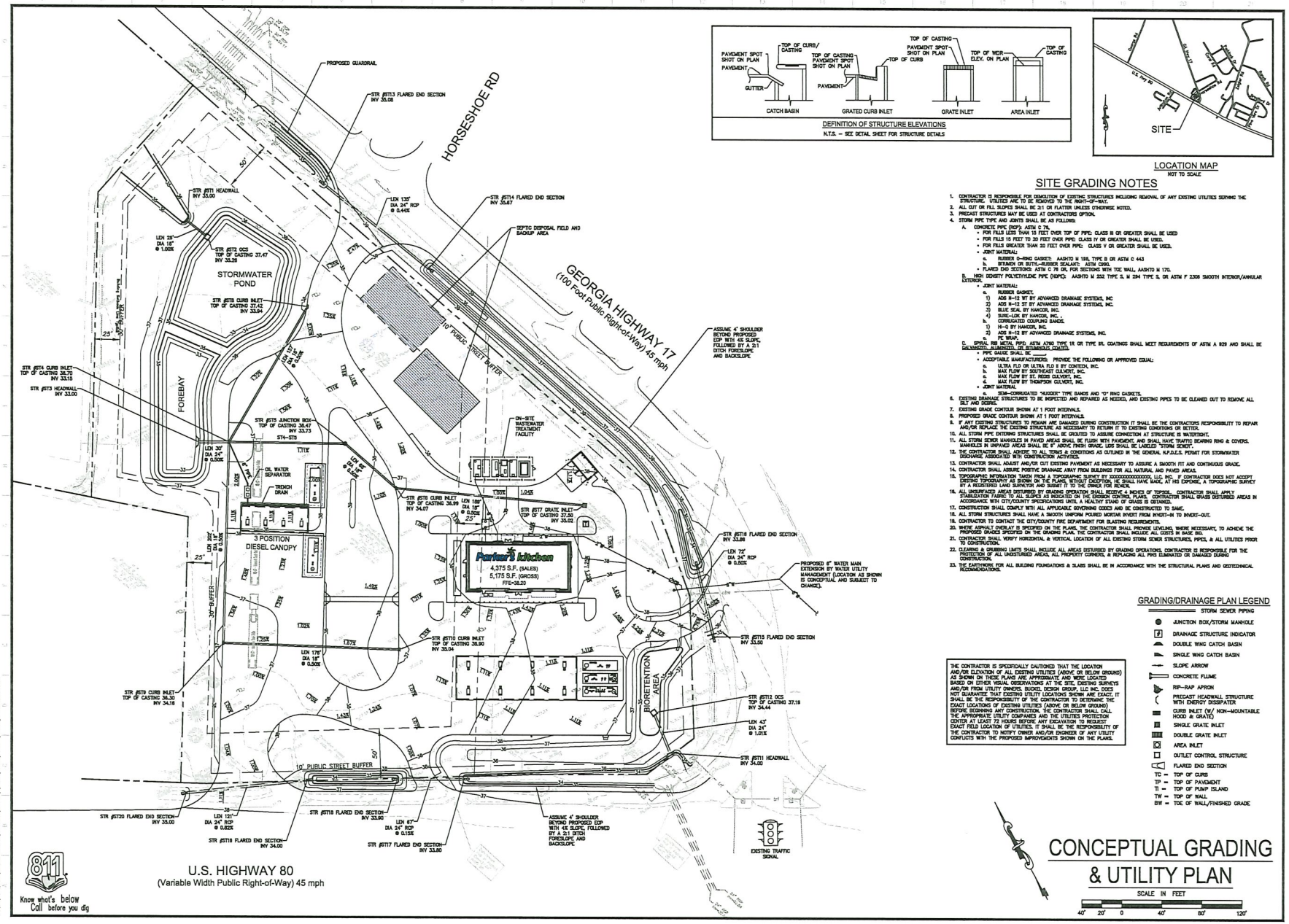
PROPOSED ACCESS

EXISTING ACCESS

** NOTE **
THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DESIGN MAY VARY DEPENDING ON ACTUAL TOPOGRAPHIC & BOUNDARY SURVEY, DRAINAGE, ETC. AREAS ADDITIONAL INFORMATION COULD CAUSE CHANGES IN TOTAL SITE AREA REQUIRED SUCH AS SUPER PARKING, ETC.

811 Know what's below. Call before you dig.

USER SCREEN – FRI 14, 2022 – 7:00am
P:\Projects\2021\21-200 Bloomingdale, GA (Parker's)\Drawing Files\21-200 P-7.dwg – LAYOUT: Concept Plan



DEFINITION OF STRUCTURE ELEVATIONS
N.T.S. – SEE DETAIL SHEET FOR STRUCTURE DETAILS

LOCATION MAP
NOT TO SCALE

SITE GRADING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
2. ALL CUT OR FILL SLOPES SHALL BE 2:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
4. STORM PIPE TYPE AND JOINTS SHALL BE AS FOLLOWS
   A. CONCRETE PIPE (RCP): ASTM C 76.
      - FOR FILLS LESS THAN 15 FEET OVER TOP OF PIPE: CLASS III OR GREATER SHALL BE USED
      - FOR FILLS 15 FEET TO 20 FEET OVER PIPE: CLASS IV OR GREATER SHALL BE USED.
      - FOR FILLS GREATER THAN 20 FEET OVER PIPE: CLASS V OR GREATER SHALL BE USED.
      - JOINT MATERIAL:
        a. RUBBER O-RING GASKET: AASHTO M 198, TYPE B OR ASTM C 443
        b. BITUMEN OR BUTYL-RUBBER SEALANT: ASTM C990.
      - FLARED END SECTIONS: ASTM C 76 OR, FOR SECTIONS WITH TOE WALL, AASHTO M 170.
   B. HIGH DENSITY POLYETHYLENE PIPE (HDPE): AASHTO M 252 TYPE S, M 294 TYPE S, OR ASTM F 2306 SMOOTH INTERIOR/ANNULAR EXTERIOR.
      - JOINT MATERIAL:
        a. RUBBER GASKET.
           1) ADS N-12 WT BY ADVANCED DRAINAGE SYSTEMS, INC
           2) ADS N-12 ST BY ADVANCED DRAINAGE SYSTEMS, INC.
           3) BLUE SEAL BY HANCOR, INC.
           4) SURE-LOK BY HANCOR, INC.
        b. CORRUGATED COUPLING BANDS.
           1) H-Q BY HANCOR, INC.
           2) ADS N-12 BY ADVANCED DRAINAGE SYSTEMS, INC.
           c. PE WRAP.
   C. SPIRAL RIB METAL PIPE: ASTM A760 TYPE IR OR TYPE IRP. COATINGS SHALL MEET REQUIREMENTS OF ASTM A 929 AND SHALL BE GALVANIZED, ALUMINIZED, OR BITUMINOUS COATED.
      - PIPE GAUGE SHALL BE _____.
      - ACCEPTABLE MANUFACTURERS: PROVIDE THE FOLLOWING OR APPROVED EQUAL:
        a. ULTRA FLO OR ULTRA FLO II BY CONTECH, INC.
        b. MAX FLOW BY SOUTHEAST CULVERT, INC.
        c. MAX FLOW BY ST. REGIS CULVERT, INC.
        d. MAX FLOW BY THOMPSON CULVERT, INC.
      - JOINT MATERIAL
        a. SCM-CORRUGATED "HUGGER" TYPE BANDS AND "O" RING GASKETS.
5. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
6. EXISTING GRADE CONTOUR SHOWN AT 1 FOOT INTERVALS.
7. PROPOSED GRADE CONTOUR SHOWN AT 1 FOOT INTERVALS.
8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
9. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
10. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
11. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
13. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
14. TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY BY XXXXXXXXXXXXXX, LLC, INC. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.
15. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES AS INDICATED ON THE EROSION CONTROL PLANS. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH CITY/COUNTY SPECIFICATIONS UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
16. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND BE CONSTRUCTED TO SAME.
17. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT-IN TO INVERT-OUT.
18. CONTRACTOR TO CONTACT THE CITY/COUNTY FIRE DEPARTMENT FOR BLASTING REQUIREMENTS.
19. WHERE ASPHALT OVERLAY IS SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL PROVIDE LEVELING, WHERE NECESSARY, TO ACHIEVE THE PROPOSED GRADES SPECIFIED ON THE GRADING PLAN. THE CONTRACTOR SHALL INCLUDE ALL COSTS IN BASE BID.
20. CONTRACTOR SHALL VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, & ALL UTILITIES PRIOR TO CONSTRUCTION.
21. CLEARING & GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UNDISTURBED AREAS, ALL PROPERTY CORNERS, & REPLACING ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
22. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS & SLABS SHALL BE IN ACCORDANCE WITH THE STRUCTURAL PLANS AND GEOTECHNICAL RECOMMENDATIONS.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF ALL EXISTING UTILITIES (ABOVE OR BELOW GROUND) AS SHOWN ON THESE PLANS ARE APPROXIMATE AND WERE LOCATED BASED ON EITHER VISUAL OBSERVATIONS AT THE SITE, EXISTING SURVEYS AND/OR FROM UTILITY OWNERS. BUCKEL DESIGN GROUP, LLC INC. DOES NOT GUARANTEE THAT EXISTING UTILITY LOCATIONS SHOWN ARE EXACT, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATIONS OF EXISTING UTILITIES (ABOVE OR BELOW GROUND) BEFORE BEGINNING ANY CONSTRUCTION. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND THE UTILITIES PROTECTION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY OWNER AND/OR ENGINEER OF ANY UTILITY CONFLICTS WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

GRADING/DRAINAGE PLAN LEGEND

- STORM SEWER PIPING
- JUNCTION BOX/STORM MANHOLE
- DRAINAGE STRUCTURE INDICATOR
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- SLOPE ARROW
- CONCRETE FLUME
- RIP-RAP APRON
- PRECAST HEADWALL STRUCTURE WITH ENERGY DISSIPATER
- CURB INLET (W/ NON-MOUNTABLE HOOD & GRATE)
- SINGLE GRATE INLET
- DOUBLE GRATE INLET
- AREA INLET
- OUTLET CONTROL STRUCTURE
- FLARED END SECTION
- TC = TOP OF CURB
- TP = TOP OF PAVEMENT
- TI = TOP OF PUMP ISLAND
- TW = TOP OF WALL
- BW = TOE OF WALL/FINISHED GRADE

CONCEPTUAL GRADING & UTILITY PLAN

SCALE IN FEET
40' 20' 0 40' 80' 120'

BDG
Buckel Design Group, LLC.
3471 DONAVILLE ST.
DULUTH, GA 30096
PHONE: 404-567-5701
FAX: 404-567-5703
WWW.BDGSE.COM

STAMP

PROPOSED: Parker's kitchen
BLOOMINGDALE, EFFINGHAM COUNTY, GA
FOR: DRAYTON-PARKER COMPANIES, LLC
SAVANNAH, GA 31401

REVISION	BY

DRAWN SC
CHECKED JWC
ISSUED DATE 2/14/2022
ISSUED FOR CONCEPTUAL REVIEW
PROJECT NO. 21-200
FILE 21-200 P-7
SHEET C-2

USER: bcross – Feb 14, 2022 – 7:05pm
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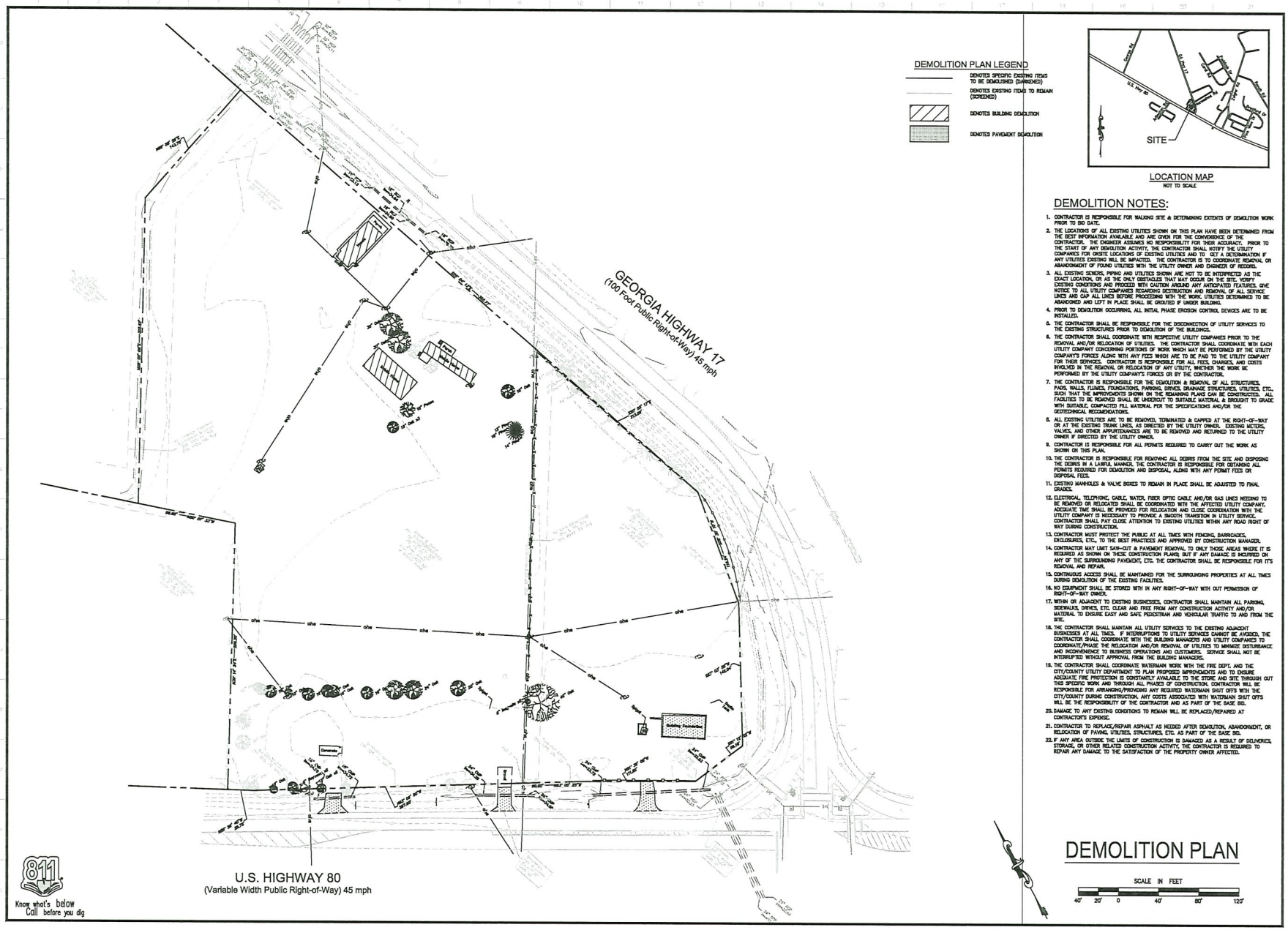

DEMOLITION PLAN LEGEND

- DENOTES SPECIFIC EXISTING ITEMS TO BE DEMOLISHED (DARKENED)
- DENOTES EXISTING ITEMS TO REMAIN (SCREENED)
- DENOTES BUILDING DEMOLITION
- DENOTES PAVEMENT DEMOLITION

LOCATION MAP
NOT TO SCALE

DEMOLITION NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR WALKING SITE & DETERMINING EXTENTS OF DEMOLITION WORK PRIOR TO BID DATE.
2. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES AND TO GET A DETERMINATION IF ANY UTILITIES EXISTING WILL BE IMPACTED. THE CONTRACTOR IS TO COORDINATE REMOVAL OR ABANDONMENT OF FOUND UTILITIES WITH THE UTILITY OWNER AND ENGINEER OF RECORD.
3. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
4. PRIOR TO DEMOLITION OCCURRING, ALL INITIAL PHASE EROSION CONTROL DEVICES ARE TO BE INSTALLED.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION OF UTILITY SERVICES TO THE EXISTING STRUCTURES PRIOR TO DEMOLITION OF THE BUILDINGS.
6. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH EACH UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES ALONG WITH ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. CONTRACTOR IS RESPONSIBLE FOR ALL FEES, CHARGES, AND COSTS INVOLVED IN THE REMOVAL OR RELOCATION OF ANY UTILITY, WHETHER THE WORK BE PERFORMED BY THE UTILITY COMPANY'S FORCES OR BY THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION & REMOVAL OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL & BROUGHT TO GRADE WITH SUITABLE, COMPACTED FILL MATERIAL PER THE SPECIFICATIONS AND/OR THE GEOTECHNICAL RECOMMENDATIONS.
8. ALL EXISTING UTILITIES ARE TO BE REMOVED, TERMINATED & CAPPED AT THE RIGHT-OF-WAY OR AT THE EXISTING TRUNK LINES, AS DIRECTED BY THE UTILITY OWNER. EXISTING METERS, VALVES, AND OTHER APPURTENANCES ARE TO BE REMOVED AND RETURNED TO THE UTILITY OWNER IF DIRECTED BY THE UTILITY OWNER.
9. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS REQUIRED TO CARRY OUT THE WORK AS SHOWN ON THIS PLAN.
10. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL, ALONG WITH ANY PERMIT FEES OR DISPOSAL FEES.
11. EXISTING MANHOLES & VALVE BOXES TO REMAIN IN PLACE SHALL BE ADJUSTED TO FINAL GRADES.
12. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE RELOCATED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
13. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., TO THE BEST PRACTICES AND APPROVED BY CONSTRUCTION MANAGER.
14. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS, BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
15. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
16. NO EQUIPMENT SHALL BE STORED WITH IN ANY RIGHT-OF-WAY WITH OUT PERMISSION OF RIGHT-OF-WAY OWNER.
17. WITHIN OR ADJACENT TO EXISTING BUSINESSES, CONTRACTOR SHALL MAINTAIN ALL PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
18. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO THE EXISTING ADJACENT BUSINESSES AT ALL TIMES. IF INTERRUPTIONS TO UTILITY SERVICES CANNOT BE AVOIDED, THE CONTRACTOR SHALL COORDINATE WITH THE BUILDING MANAGERS AND UTILITY COMPANIES TO COORDINATE/PHASE THE RELOCATION AND/OR REMOVAL OF UTILITIES TO MINIMIZE DISTURBANCE AND INCONVENIENCE TO BUSINESS OPERATIONS AND CUSTOMERS. SERVICE SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM THE BUILDING MANAGERS.
19. THE CONTRACTOR SHALL COORDINATE WATERMAIN WORK WITH THE FIRE DEPT. AND THE CITY/COUNTY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE STORE AND SITE THROUGH OUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATERMAIN SHUT OFFS WITH THE CITY/COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATERMAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AS PART OF THE BASE BID.
20. DAMAGE TO ANY EXISTING CONDITIONS TO REMAIN WILL BE REPLACED/REPAIRED AT CONTRACTOR'S EXPENSE.
21. CONTRACTOR TO REPLACE/REPAIR ASPHALT AS NEEDED AFTER DEMOLITION, ABANDONMENT, OR RELOCATION OF PAVING, UTILITIES, STRUCTURES, ETC. AS PART OF THE BASE BID.
22. IF ANY AREA OUTSIDE THE LIMITS OF CONSTRUCTION IS DAMAGED AS A RESULT OF DELINEROUS, STORAGE, OR OTHER RELATED CONSTRUCTION ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPAIR ANY DAMAGE TO THE SATISFACTION OF THE PROPERTY OWNER AFFECTED.

DEMOLITION PLAN

SCALE IN FEET
40' 20' 0 40' 80' 120'

811 Know what's below Call before you dig

BDG Buckel Design Group, LLC.
3471 DONAVILLE ST
DULUTH, GA 30096
PHONE: 404-567-5701
FAX: 404-567-5703
WWW.BDGSE.COM

STAMP

PROPOSED: Parker's kitchen
BLOOMINGDALE, EFFINGHAM COUNTY, GA
FOR:
DRAYTON-PARKER COMPANIES, LLC
SAVANNAH, GA 31401

REVISION	BY

DRAWN SC
CHECKED JWC
ISSUED DATE 2/14/2022
ISSUED FOR CONCEPTUAL REVIEW
PROJECT NO. 21-200
FILE 21-200 P-7
SHEET DE-1

User: Sscraw - Feb 14, 2022 - 7:07am
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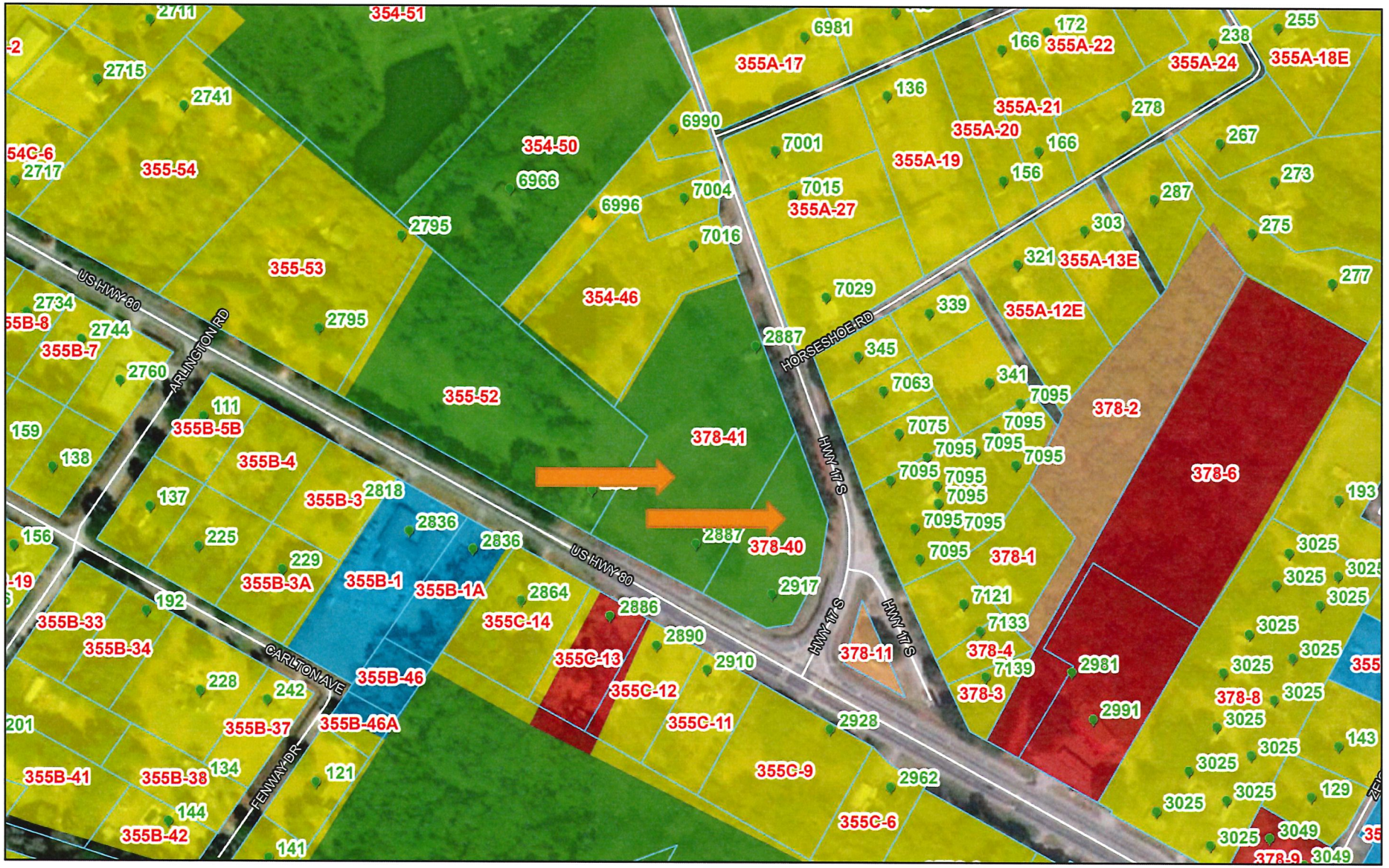

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0 0.05 0.1 0.2 km

Maxar

Address Points
Tax Parcel Labels
Parcels2020
Roads

Future Land Use - Plan Date 10/1/2019
Agriculture
Commercial
Public/Institutional
Residential
Transportation/Utilities
Undeveloped

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

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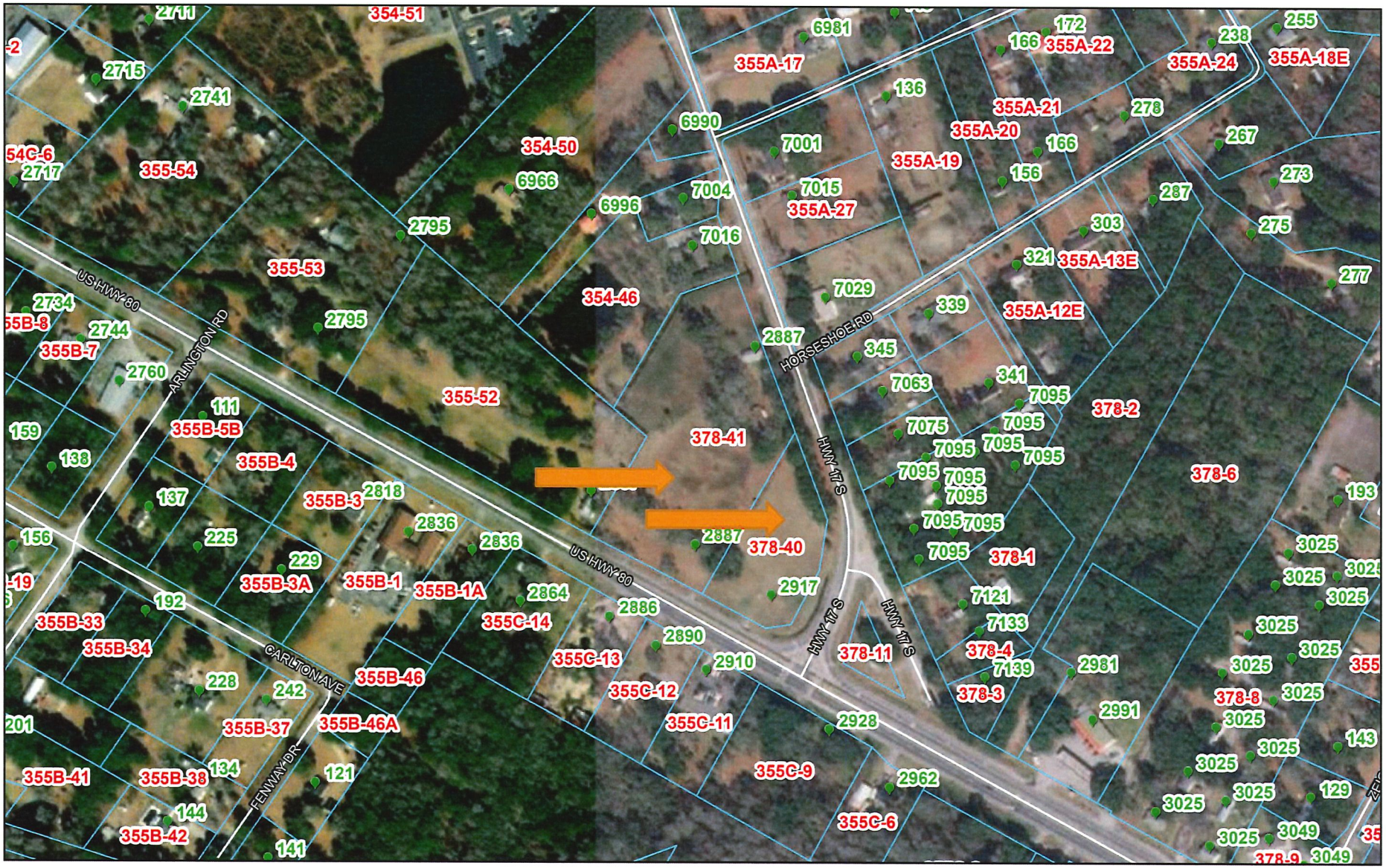

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Maxar

Address Points

Tax Parcel Labels

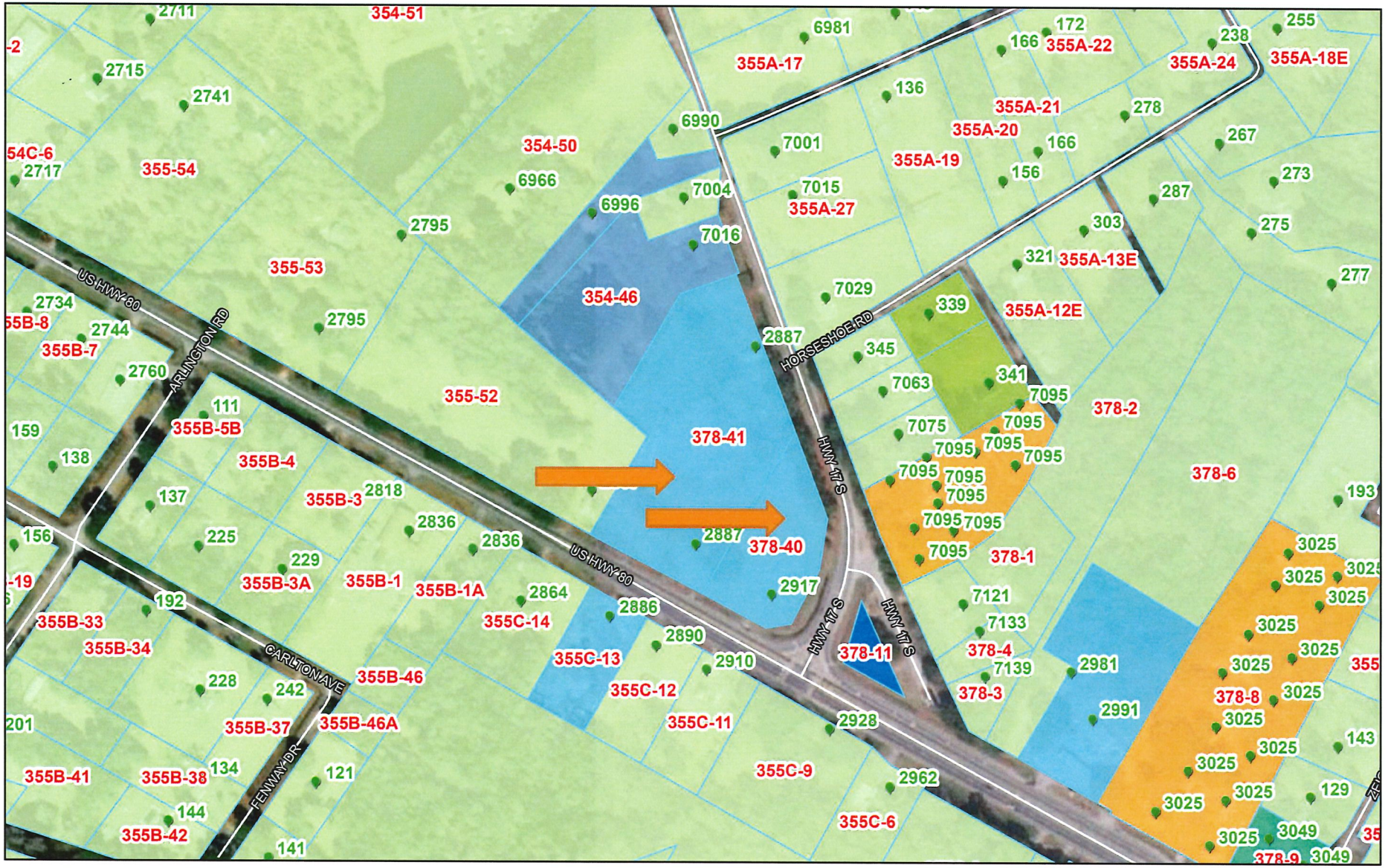
Roads

Parcels2020

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

378-40&41



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Maxar

Address Points

Tax Parcel Labels

Parcels2020

Roads

Effingham County Zoning

AR-1

AR-2

R-1

R-4

B-1

B-2

B-3

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Alan Fred Hazard Jr.** requests to **rezone** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres**.** Located at 3535 Noel C Conaway Road. **Map# 436 Parcel# 44**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of request to **rezone** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel under 5 acres to create an additional home site and, therefore, must rezone it to AR-2.
- The parcel is located in Scuffletown Estates, a major subdivision, which is zoned AR-1. Pursuant to *section 6.6 Resubdivision*, the following criteria must be considered before approving resubdivision within a major subdivision:

    - *Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,*
        - Lot 1 has been subdivided. No other lots in Scuffletown Estates are less than 2 acres.
    - *Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.*
        - No change. A second home is already allowed on the AR-1 parcel. The applicant chooses to split the parcel, which requires it to be rezoned.
    - *Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and*
        - No change. A second home is already allowed on the AR-1 parcel.
    - *Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.*
        - Yes. A second home is already allowed on the AR-1 parcel.

- At the March 21 Planning Board meeting, Alan Zipperer made a motion to approve the request to **rezone** 3.5 acres from **AR-1** to **AR-2**, with the following conditions:

    1. The lots must meet the requirements of the AR-2 zoning district.
    2. Revised major subdivision final plat must be approved by Environmental Health and the Board of Commissioners, 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** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres, with the following conditions:
1. The lots must meet the requirements of the AR-2 zoning district.
2. Revised major subdivision final plat must be approved by Environmental Health and the Board of Commissioners, and be recorded before the rezoning can take effect.

2. Deny the request to **rezone** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres.

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: 2/3/2022

Applicant/Agent: Alan Fred Hazard Jr.

Applicant Email Address: Hazardrecovery@yahoo.com

Phone # 912-346-3284

Applicant Mailing Address: 3535 Noel C Conaway Rd.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 3535 Noel C Conaway Rd.

Proposed Road Access: Pecan Lane + Noel C Conaway

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 436-44 Total Acres: 3.5 Acres to be Rezoned: 3.5

Lot Characteristics: Residence, accessory structures

WATER

✓ Private Well

_____ Public Water System

SEWER

✓ Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: creating 2 lots under 5 acres

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

North _____ South _____ East _____ West _____

Rev 05052021

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.

Residential - creating new home site

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?

Consistent use with surroundings

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 2-3-22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date March 18, 2016, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2337 page 29-30.

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 _____

Print Name Alan Freel Hazard Jr.

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 3rd day of February, 20 22.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

Rev 05052021

Georgia Department of Public Health
Effingham County
Environmental Health

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

February 22, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Alan Fred Hazard Jr.
3535 Noel C. Conaway Road, Guyton GA 31312
Pin: 436-44
Total Acres: 3.50 Acres to be rezoned: 3.50

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

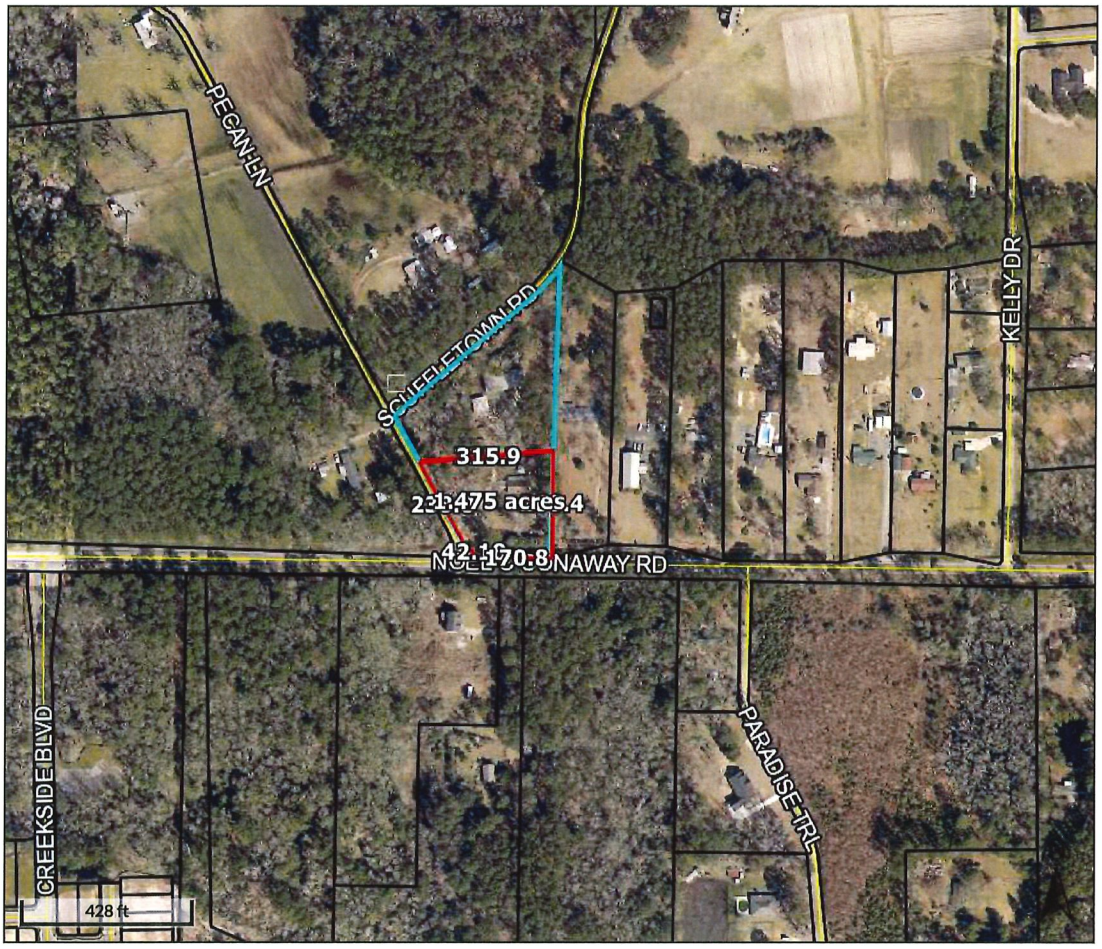
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

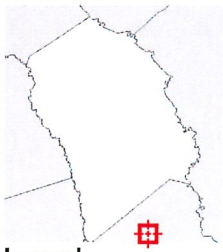
Sincerely,

Darrell M. O'Neal

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

qPublic.net™ Effingham County, GA





Parcel ID	04360044	**Owner**	HAZARD ALAN FRED JR	**Last 2 Sales**			
Class Code	Residential		3535 NOEL C CONAWAY RD	**Date**	**Price**	**Reason**	**Qual**
Taxing District	01-County		GUYTON, GA 31312	3/18/2016	$226500	FM	Q
	County	**Physical Address**	3535 NOEL C CONAWAY RD	5/22/2014	$205000	FM	Q
Acres	3.5	**Assessed Value**	Value $229862				

(Note: Not to be used on legal documents)

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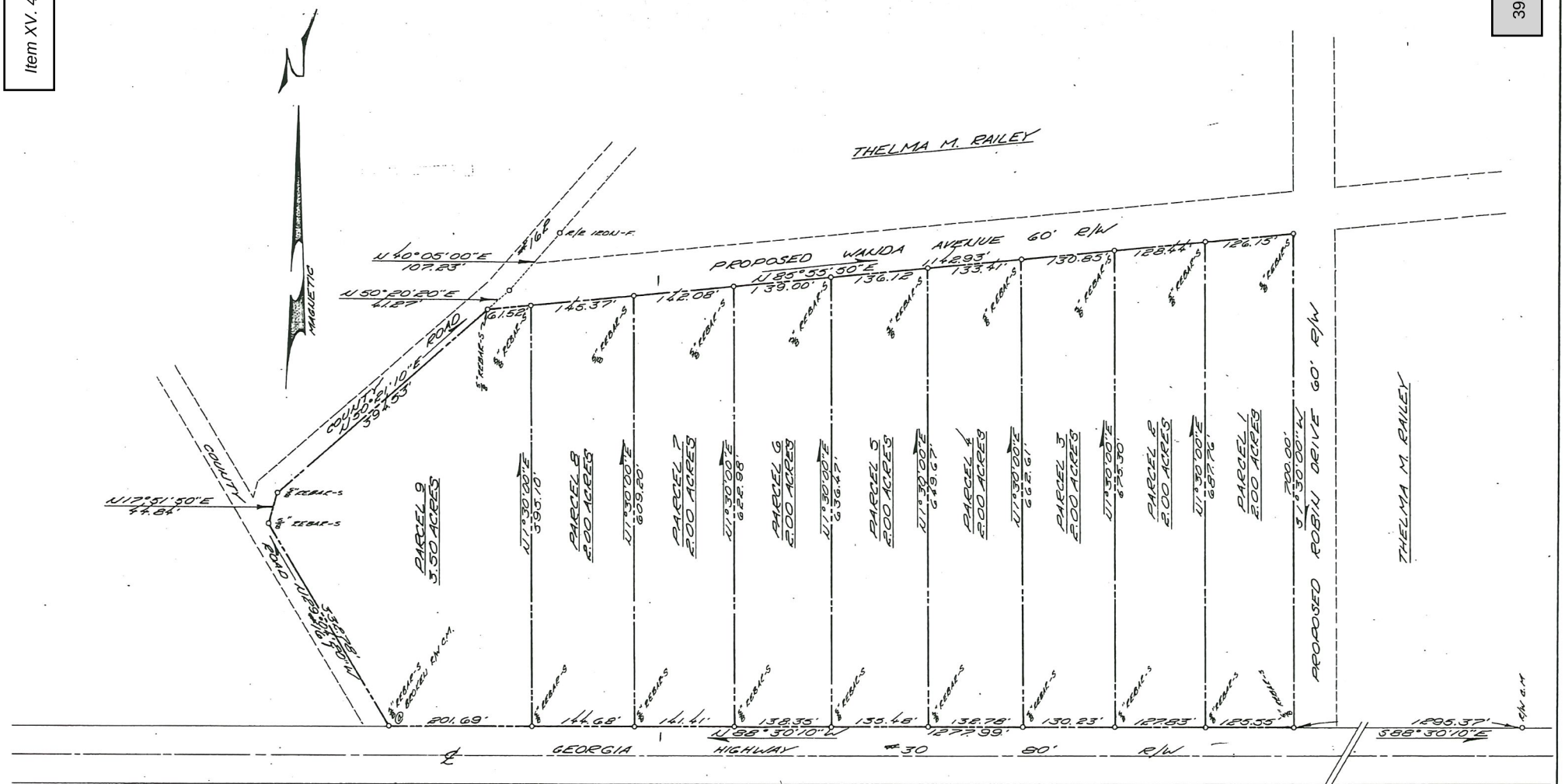

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ADJUSTED BY COMPASS RULE
PLAT CLOSURE 1/457,885

EQUIPMENT USED:
20" TRANSIT
ELECTRONIC DISTANCE METER

REFERENCE:
PLAT BOOK E, PAGE 121

GEORGIA REGISTERED No. 1559 Paul D. Wilder LAND SURVEYOR

PLAT OF
PHASE-1, SCUFFLETOWN ESTATES
SURVEYED FOR N. H. LAMBRECHT
AND EDWARD PURTILL

LOCATION: G.M.D. 9.
EFFINGHAM COUNTY, GEORGIA

SCALE: 1 INCH = 100 FEET.
0 100 200

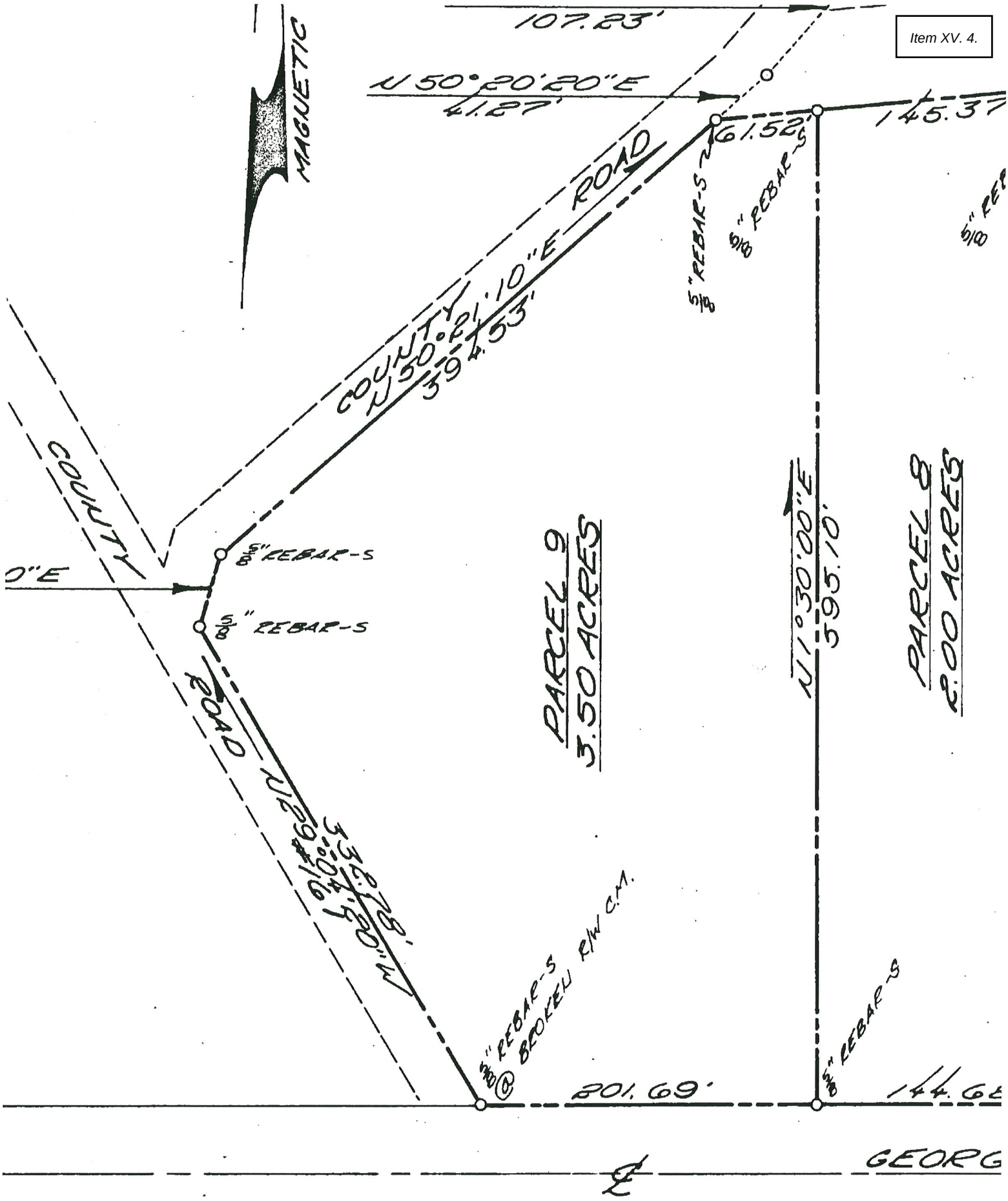
DATE: MARCH 21, 1981 FILE NO. 691

WILDER SURVEYING & MAPPING
RINCON, GEORGIA

Approved - Barry Pevey

13/162

A17 F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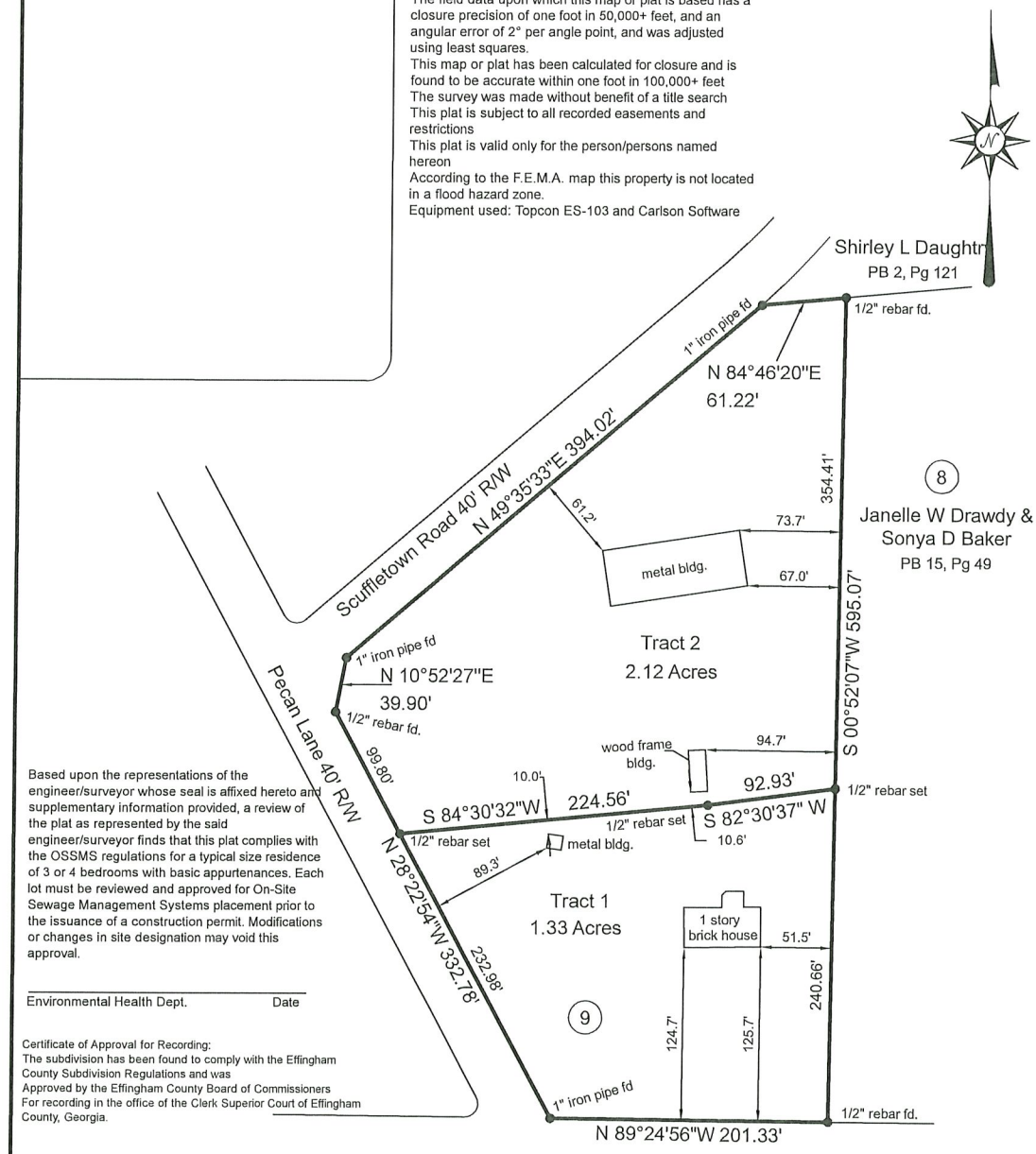
N 50°20'20"E
41.27'
MAGNETIC
COUNTY ROAD
N 50°21'10"E
394.53'
61.52'
5/8" REBAR-S
5/8" REBAR-S
145.37'
5/8" REBAR-S
COUNTY
O"E
5/8" REBAR-S
5/8" REBAR-S
PARCEL 9
3.50 ACRES
N 1°30'00"E
395.10'
PARCEL 8
2.00 ACRES
ROAD
N 29°41'50"W
331.78'
5/8" REBAR-S
@ BROKEN R/W C.M.
201.69'
5/8" REBAR-S
144.62'
GEORG

Clerk's use

The field data upon which this map or plat is based has a closure precision of one foot in 50,000+ feet, and an angular error of 2° per angle point, and was adjusted using least squares.
This map or plat has been calculated for closure and is found to be accurate within one foot in 100,000+ feet
The survey was made without benefit of a title search
This plat is subject to all recorded easements and restrictions
This plat is valid only for the person/persons named hereon
According to the F.E.M.A. map this property is not located in a flood hazard zone.
Equipment used: Topcon ES-103 and Carlson Software



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

Environmental Health Dept. Date

Certificate of Approval for Recording:
The subdivision has been found to comply with the Effingham County Subdivision Regulations and was
Approved by the Effingham County Board of Commissioners
For recording in the office of the Clerk Superior Court of Effingham County, Georgia.

Chairman of Effingham County Board of Commissioners Date

Witness Date

State Route 30
100' R/W

To the best of my knowledge, information and belief all angles, bearings, measurements, of courses, distances and monuments locations are as shown, have been proven by a land survey and in my opinion this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia law 1978.

This survey complies with both the rules of the Georgia board of registration for professional engineers and land surveyors and the official code of Georgia annotated (OCGA) 15-6-67 as amended by HB1004 (2016) is that where a conflict exists between those two sets of specifications the requirements of the law prevail

The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.

GEORGIA PROFESSIONAL No. 2792 LAND SURVEYOR KEITH P PIRKLE

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 affirmation should by confirmed with the appropriate governmental bodies by any purchases or user of this plat as to intended used 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.

Pirkle & Associates Surveying Inc.

Minor Subdivsion for:

Alan Fred Hazard Jr.
Lot 9, 3.45 Acres
Scuffletown Estates S/D, Ph 1
9th Georgia Militia District
Effingham County, Georgia

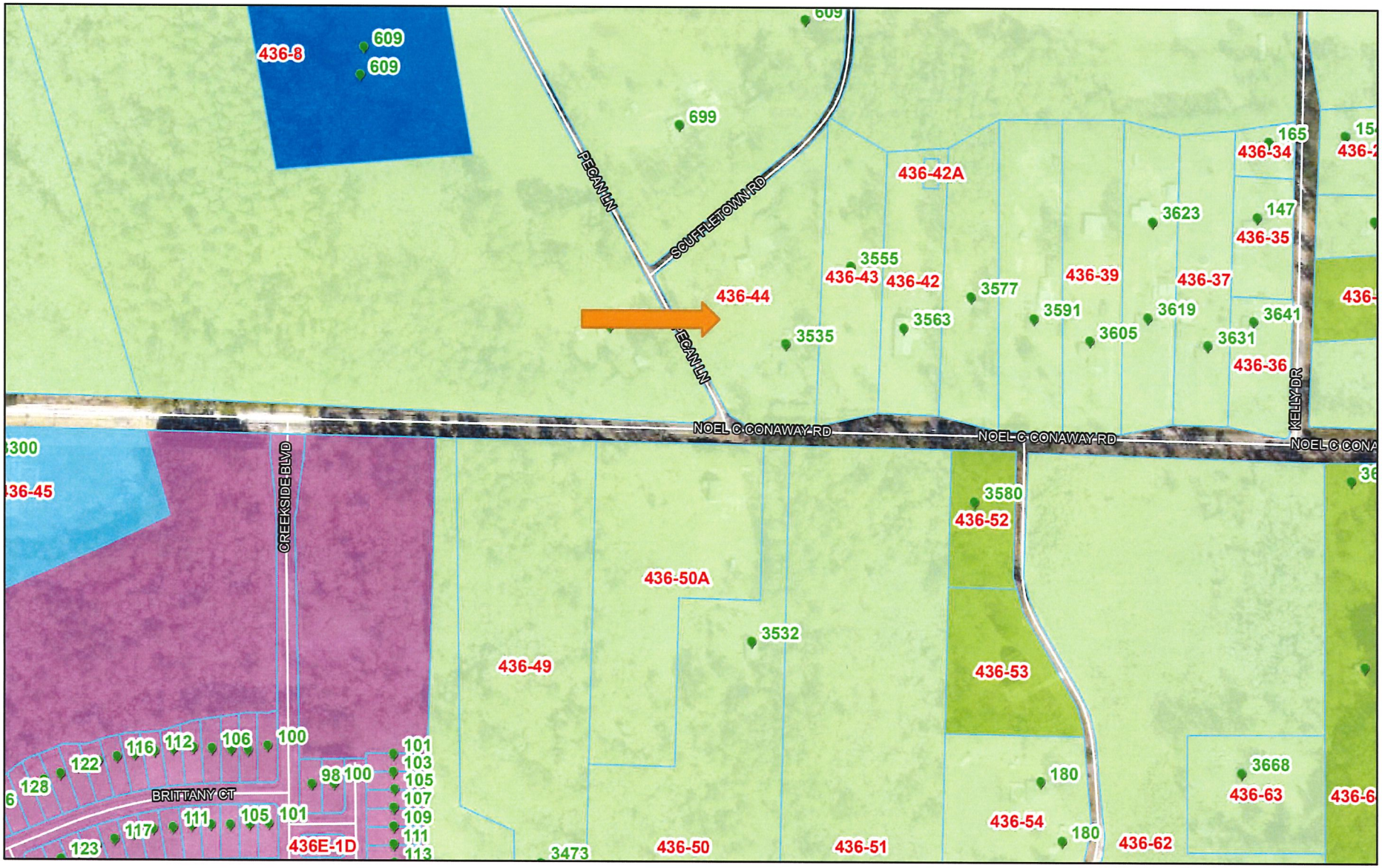
Survey Date: 2/28/2022 Plat Date: 3/1/2022
File #3823

Pirkle & Associates Surveying Inc.
783 Slater Durrence Rd., Glennville Ga. 30427
Phone:912-654-3298 Fax:912-654-1463
email: pirklesurveying @ outlook.com
Ga. LSF 000232

0 100 200 300
Graphic Scale 1 inch = 100 feet

3535 NOEL C CONAWAY

3535 NOEL C CONAWAY ROAD



2/14/2022, 7:55:42 AM

Efn_fin_cache

Red: Band_1

Green: Band_2

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Effingham County BOC, Maxar

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

DB

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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 **Alan Fred Hazard Jr. – (Map # 436 Parcel # 44)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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RT

CHECK LIST:

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APPROVAL_____ DISAPPROVAL_____

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CHECK LIST:

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APPROVAL X DISAPPROVAL_____

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BKS. 3/21/22.

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Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Alan Fred Hazard Jr.** requests to **rezone** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres**.** Located at 3535 Noel C Conaway Road. **Map# 436 Parcel# 44**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of request to **rezone** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel under 5 acres to create an additional home site and, therefore, must rezone it to AR-2.
- The parcel is located in Scuffletown Estates, a major subdivision, which is zoned AR-1. Pursuant to *section 6.6 Resubdivision*, the following criteria must be considered before approving resubdivision within a major subdivision:

    - *Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,*
        - Lot 1 has been subdivided. No other lots in Scuffletown Estates are less than 2 acres.
    - *Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.*
        - No change. A second home is already allowed on the AR-1 parcel. The applicant chooses to split the parcel, which requires it to be rezoned.
    - *Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and*
        - No change. A second home is already allowed on the AR-1 parcel.
    - *Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.*
        - Yes. A second home is already allowed on the AR-1 parcel.

- At the March 21 Planning Board meeting, Alan Zipperer made a motion to approve the request to **rezone** 3.5 acres from **AR-1** to **AR-2**, with the following conditions:

    1. The lots must meet the requirements of the AR-2 zoning district.
    2. Revised major subdivision final plat must be approved by Environmental Health and the Board of Commissioners, 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** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres, with the following conditions:
1. The lots must meet the requirements of the AR-2 zoning district.
2. Revised major subdivision final plat must be approved by Environmental Health and the Board of Commissioners, and be recorded before the rezoning can take effect.

2. Deny the request to **rezone** 3.5 acres from **AR-1** to **AR-2** allow for the creation of two lots under 5 acres.

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. 436-44

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 436-44

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 ALAN FRED HAZARD JR. has filed an application to rezone three and fifty hundredth (3.5) +/- acres; from AR-1 to AR-2 to allow for the creation of two lots under 5 acres; map and parcel number 436-44, located in the 2nd commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT three and fifty hundredth (3.5) +/- acres; map and parcel number 436-44, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots must meet the requirements of the AR-2 zoning district.
2. Revised major subdivision final plat must be approved by Environmental Health and the Board of Commissioners, and be recorded before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Shelley McCraw** requests a **conditional use** for a **rural business**. Located at 238 Griffin Lake Road, zoned **AR-1**. **Map# 234 Parcel# 7**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **rural business**, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business.** The Rural Business Conditional use requirements include consideration of:
    - Intent – the proposed business will provide "Mommy & Me" style development and enrichment classes for accompanied young children. There will be 10-15 children per one-hour class, which will meet 2-3 classes per week. As presented, this business would have little to no impact on surrounding properties.
    - Structure – the business will operate out of the existing dwelling, there is a proposed plan to relocate activity to an existing accessory structure which will be renovated for the purpose.
    - Square footage – Neither the area devoted to the business while in the home, nor the entirety of the accessory structure exceed 1,000 square feet.
    - Public Road Frontage – the property has frontage on Griffin Lake Road.
    - Acreage (3 minimum) – the property is 3 acres.
- At the March 21 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **conditional use** for a **rural business**, with the following conditions:

    1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
    2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
    3. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. Approve request for a **conditional use** for a **rural business,** with conditions:
    1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
    2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
    3. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.
2. Deny the request a **conditional use** for a **rural business.**

Recommended Alternative: 1 **Other Alternatives:** 2
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Conditional Use application 2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 1 - 25 - 2022

Applicant/Agent: Shelley McCraw

Applicant Email Address: mccraw.shelley1@gmail.com

Phone # 904 - 466 - 9496

Applicant Mailing Address: 238 Griffin Lake Rd

City: Guyton State: Ga Zip Code: 31312

Property Owner, if different from above: Shelley McCraw

Include Signed & Notarized Authorization of Property Owner

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

Phone # same as above

Owner's Mailing Address: same as above

City: _____ State: _____ Zip Code: _____

Property Location: 238 Griffin Lake Rd, Guyton, Ga

Present Zoning of Property AR-1 Tax Map-Parcel # 234-7 Total Acres 3

CONDITIONAL USE REQUESTED:

_____ **Section 3.15A – Residential Business**
See Section 3.15A for requirements

✓ **Section 3.15B – Rural Business**
See Section 3.15B for requirements

_____ **OTHER** (provide relevant section of code): _____

Reason: mommy and me preschool classes - music, story-time, Craft-time, Pre-K and Kinder ready curriculum

How does request meet criteria of Section 7.1.6 (see Attachment C): meets requirements

Applicant Signature: Shelley McCraw Date 1 - 25 - 2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 7-13-2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2706 page 973-974.

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

Owner's signature Shelley McCraw

Print Name Shelley McCraw

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 25th day of January, 20 22.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

McMANAMY
JACKSON HOLLIS, LLC

Prepared by:
McManamy Jackson Hollis, LLC
415 Eisenhower Dr., No. 1
Savannah, GA 31406
(912)691-0943 phone
(912)691-0947 fax
1-2102549KBD

ePN Recorded Electronically
ID 74283476 0
County Effingham
Date 7/13/21
Time 5:32 pm

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of July 1, 2021 by and between

James Travis Doyle
(Hereinafter referred to as the "Grantor"), and

Jared McCraw and Shelley McCraw
, 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 that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, containing 3.00 acres, more or less, and being more and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 22, Folio 78. Said map or plat is hereby incorporated into this description by reference and made a part hereof to better determine the metes, bounds, courses and distances of the property herein conveyed.

Said property containing improvements thereon currently known as **238 Griffin Lake Road, Guyton, GA 31312, PIN 02340007,**

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

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 1st day of July, 2021, in the presence of:

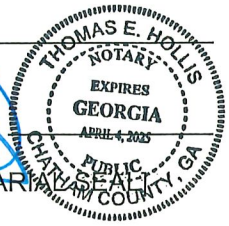
Unofficial Witness

James Travis Doyle

Notary Public

My Commission Expires: Exp: 04/04/25

[NOTARIAL SEAL]



Effingham County Georgia
Board of Commissioners

Development Services Department
Planning & Zoning
(912)754-2105; ZoningInfo@effinghamcounty.org

RURAL BUSINESS

"Rural business" means an occupation or profession which is conducted either entirely or partially within a dwelling, which is carried on by a principal practitioner who at all times maintains said dwelling as his or her permanent residence, and which employs no more than one employee who does not reside therein.

Rural businesses are permitted as a conditional use only in Agricultural Residential (AR-1 and AR-2) districts, and a rural business may be permitted in said district only if it meets the following criteria:

(a) Intent. A rural business shall be a small office or small-scale retail sales or service-type business which shall be secondary or incidental to the primary use of property for agricultural or residential purposes. Such business shall be primarily directed toward providing local or neighborhood service to the rural-residential area in which it is located. Rural businesses are intended to be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts. Rural business activities may occur in an accessory structure detached from the principal residence or in a screened area outside of the dwelling. In addition, an applicant for a rural business must have established residency and be living in a residence upon the subject property prior to any application being filed for consideration by the zoning administrator. There are no restrictions on customers coming to the premises.

(b) Each rural business must be reviewed by the planning board and approved by the board of commissioners before any activities in connection with the occupation begin. The planning board may recommend to the board of commissioners that conditions be imposed to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The board of commissioners may place reasonable conditions on the proposed use as deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The planning board and board of commissioners shall hold public hearings as provided in article IX of this ordinance.

(c) Rural businesses shall be limited to no more than 1,000 square feet if in a structure, and 1,000 square feet of land if outside a structure. Should the use require both inside and outside area, the total area used may not exceed 1,000 square feet. If the rural business is to be conducted in the residence, no more than 45 percent of the heated floor space or 1,000 square feet, whichever is less, may be used for the business. The proposed size of the business shall be specified at the time that the application is submitted to the zoning administrator.

(d) Any additions or alterations to the residence which will be used for the rural business must be of an architectural style in keeping with the surrounding residential and agricultural development. Any structure built to house the business must be located to the side or rear of the residence, unless it is at least 100 feet from the front property line and meets all applicable side and rear setbacks. The structure must be readily and easily usable for customary agricultural and residential uses.

(e) Any outside area in which the business is conducted, other than parking area, shall be completely enclosed in a manner that the business is not visible from surrounding property.
(f) Only one nonilluminated sign not to exceed 16 square feet is permitted, location to be approved by the zoning administrator. Said location must be at least 15 feet from all property lines.
(g) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.
(h) Property on which the rural business is proposed must have frontage on a public road.
(i) Parking for customers/clients must be provided on-site, and the location of the parking approved by the zoning administrator.
(j) Days and hours of operation requiring access by the public, customers and/or clients shall be Monday through Saturday, daylight hours only.
(k) Rural business shall be located on property containing at least three acres of land.
(l) Uses permitted (as Rural Businesses):

1. Offices;
2. Beauty shops, barber shops;
3. Retail sales or services of a specialty nature, such as antique shops, specialty food shops, custom furniture stores, custom-made sporting goods shops, and meat cutting as a retail service to the public provided, however, that no slaughtering or wholesale meat cutting or processing is permitted;
4. Small repair shops for appliances, machinery, farm equipment, or automobiles with the following limitations:
    a. Repair shops shall not create noise, noxious odors, or any hazard which would adversely affect the health, safety, or welfare of the adjoining property owners or the neighborhood in general;
    b. Repair shops shall operate during daylight hours only;
    c. No more than two vehicles shall actually be serviced, actively worked on, or repaired at any one time. Any pieces of machinery equipment or vehicles stored for service or awaiting pick-up after servicing shall be parked within an area reserved for that purpose (maximum 1,000 square feet) and designated at the time of approval by the board of commissioners. The storage area must be located to the side or rear of the shop building unless normal operation would generate large amounts of vehicular traffic.

(m) Uses not permitted as rural businesses:

1. Any use which clearly is out of scale or character with an agricultural or residential area.

(Ord. of 12-14-99(2), § 3; Amend. of 12-14-04(1))

APPENDIX C - ZONING ORDINANCE, ARTICLE III. GENERAL PROVISIONS, SECTION 3.15B

What Is Music Together®?

Music Together is an early childhood music and movement program for children from birth through age eight—and the grownups who love them! First offered in 1987, our music classes help little ones develop their innate musicality—and much, much more.

We've Done Our Homework

Our early childhood music curriculum has decades of **research** behind it, in both music education and child development. We know what we're talking about, and we're good at what we do! And because we recognize that children learn through play, we make everything we do in class engaging and fun.

We're All About Family

We also know that young children learn best from the powerful role models in their lives. That's where you grownups come in! Our family music classes show parents, teachers,

and caregivers how to help their children become confident music-makers just by having fun making music themselves.

We're All About Community

Music Together brings families of all kinds together in a warm, supportive environment where everyone feels comfortable singing, dancing, and jamming. Creating lasting family and community bonds through music is a huge part of our programs.

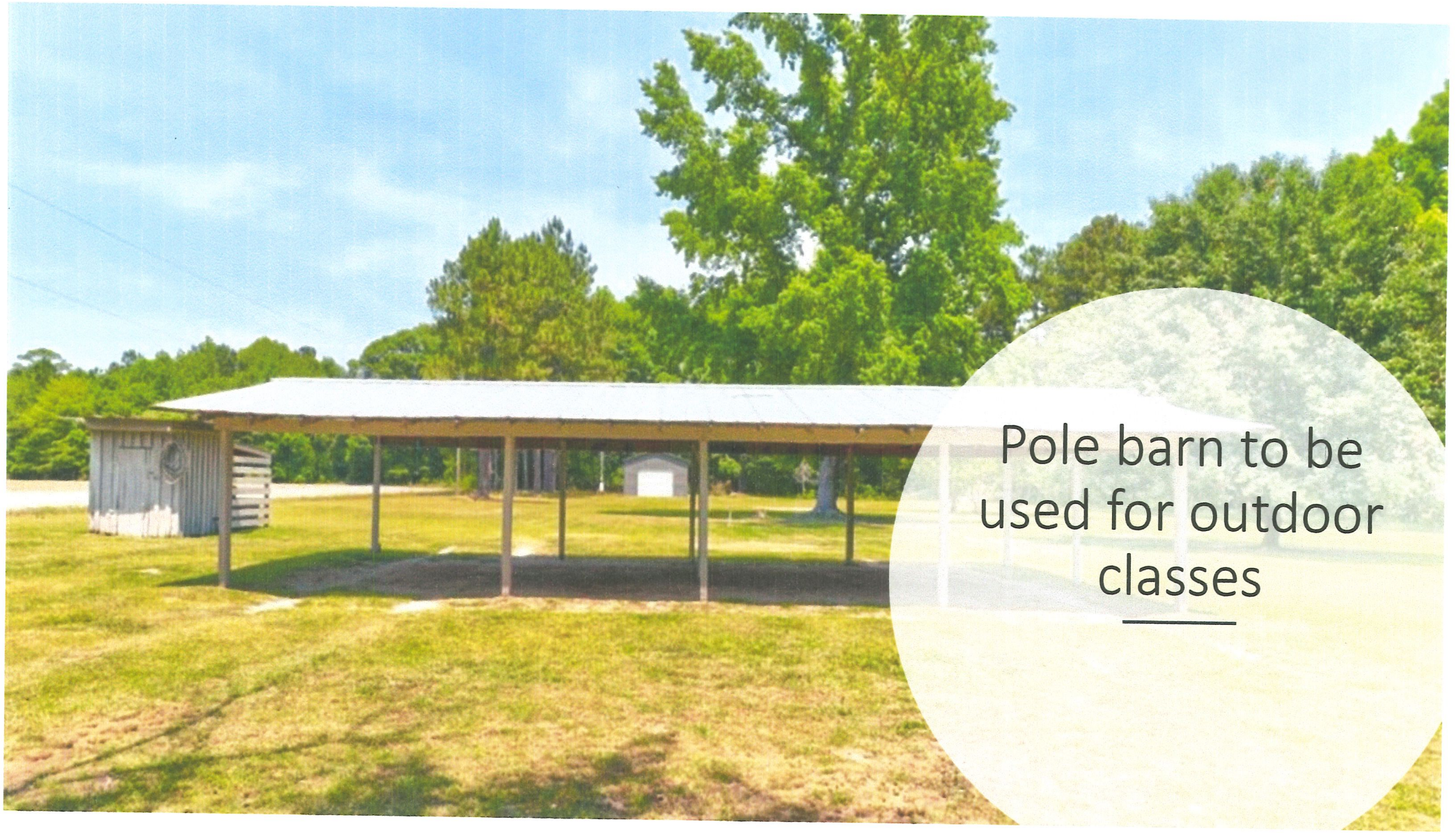
We're Worldwide

Our classes can be found in more than 3,000 locations in over 40 countries. No matter where they live, all Music Together families sing and dance to the **same music** in the same fun, informal class setting that is the hallmark of our program.

Use our **Class Locator** to find a list of classes in your neighborhood!

Griffin Lake Rd
Griffin Lake Rd
Griffin Lake Rd
238 Griffin Lake Rd.
Guyton, GA 31312
Pole barn (out-door closets)
Main house
Parking
External structure (School house)

Picture of main residence with pole barn and external structure to be converted


Pole barn to be used for outdoor classes

External structure
to be converted
into classroom

Picture of external structure on back of property

Katie Dunnigan

From: Audrey Davy <audreyl.davy@gmail.com>
Sent: Monday, March 21, 2022 6:51 AM
To: Zoning Information
Subject: EXTERNAL:238 Griffin Lake Rd Guyton Ga

To whom it may concern,

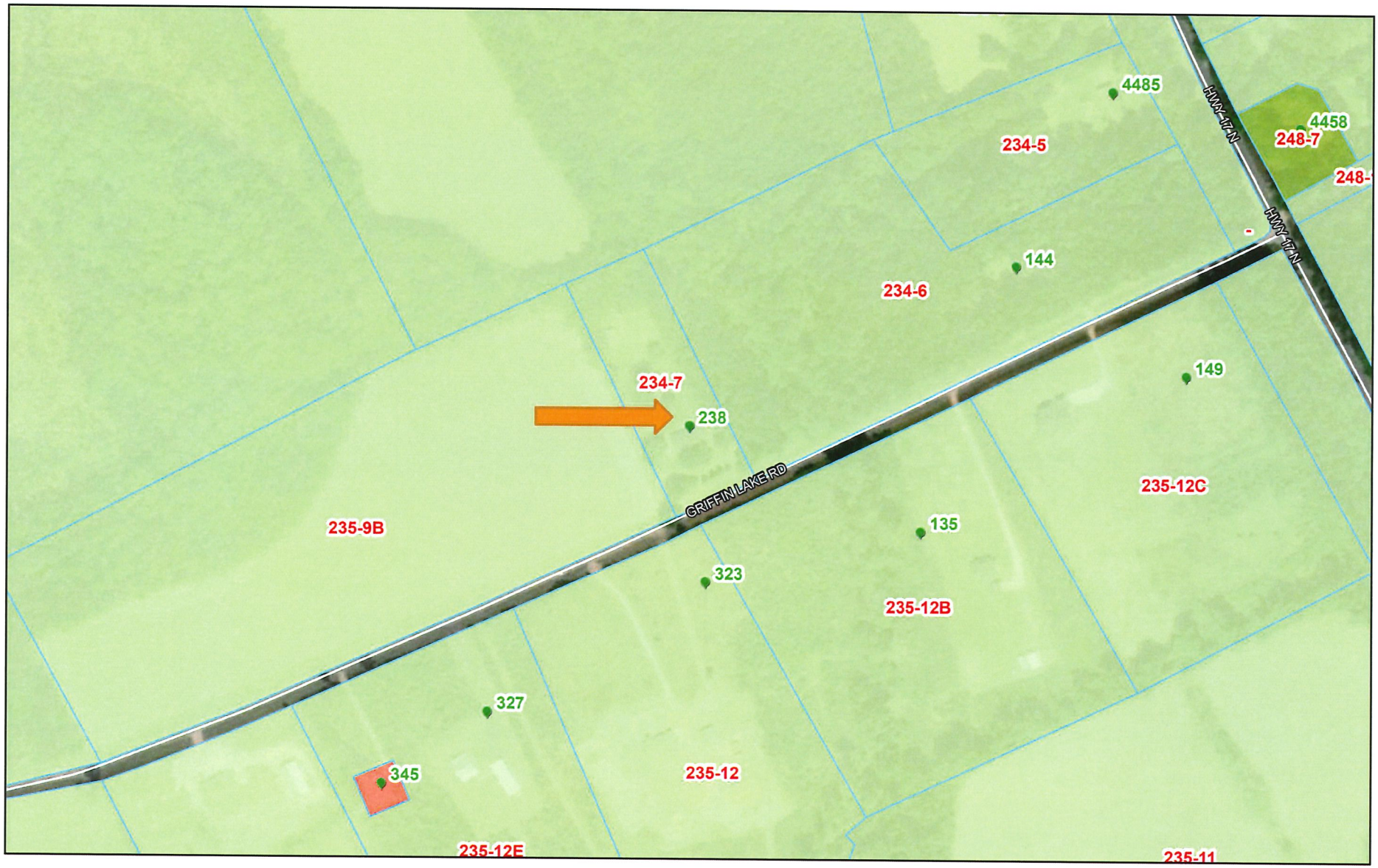
The following address 238 Griffin Lake Rd joins my property. I have lived on Griffin Lake Rd for close to 50 years, as a child and adult. I love the peace and quiet living in a rural area. I am not really sure what this business entails; the hours of operation and the days of operation. The property that joins this address is my farmed property. I could possibly sustain crop damage from activities that take place at this address. There is not a fence separating the properties.
I am sorry but I don't want a business next to my property. It could affect my property values, my peace of mind, and peace and quiet. Thank you for your time.

Sincerely,
Audrey Lynn Davy
340 Griffin Lake Rd
Guyton, Ga 31312
912-658-1791

**** 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. *****

238 GRIFFIN LAKE ROAD

238 GRIFFIN LAKE ROAD



2/12/2022, 11:08:18 AM

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Maxar

Address Points

Tax Parcel Labels

Parcels2020

Roads

Effingham County Zoning

AR-2

AR-1

I-1

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Shelley McCraw** requests a **conditional use** for a **rural business**. Located at 238 Griffin Lake Road, zoned **AR-1**. **Map# 234 Parcel# 7**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **rural business**, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business.** The Rural Business Conditional use requirements include consideration of:
    - Intent – the proposed business will provide "Mommy & Me" style development and enrichment classes for accompanied young children. There will be 10-15 children per one-hour class, which will meet 2-3 classes per week. As presented, this business would have little to no impact on surrounding properties.
    - Structure – the business will operate out of the existing dwelling, there is a proposed plan to relocate activity to an existing accessory structure which will be renovated for the purpose.
    - Square footage – Neither the area devoted to the business while in the home, nor the entirety of the accessory structure exceed 1,000 square feet.
    - Public Road Frontage – the property has frontage on Griffin Lake Road.
    - Acreage (3 minimum) – the property is 3 acres.
- At the March 21 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **conditional use** for a **rural business**, with the following conditions:

    1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
    2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
    3. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** request for a **conditional use** for a **rural business,** with conditions:
    1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
    2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
    3. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.
2. **Deny** the request a **conditional use** for a **rural business.**

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. 234-7
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 234-7

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, SHELLEY MCGRAW has filed an application for a conditional use for a **rural business,** for the development enrichment classes for accompanied young children; map and parcel number 234-7, located in the 3rd commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT a conditional use for a **rural business**, for the development enrichment classes for accompanied young children; map and parcel number 234-7, located in the 3rd commissioner district, is approved, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **La Von Morell** requests to **rezone** 3.84 of 10.15 acres from **AR-1** to **AR-2**, to allow for the separation of a home site. Located at 519 Savannah Town Road. **Map# 264 Parcel# 23**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.84 of 10.15 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 wishes to subdivide a parcel in a manner that creates one lot under 5 acres and, therefore, must rezone 3.84 acres to AR-2. The remaining acreage is to be combined with an adjacent AR-1 parcel.
- At the March 21 Planning Board meeting, Alan Zipperer made a motion to approve the request to **rezone** 3.84 of 10.15 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. 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 Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to **rezone** 3.84 of 10.15 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. 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** 3.84 of 10.15 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1 **Other Alternatives:** 2

Department Review: Development Services **FUNDING:** N/A

Attachments:
1. Rezoning application
2. Ownership certificate
3. Deed
4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 2.4.2022

Applicant/Agent: LaVon Morell

Applicant Email Address: lxm83@aol.com

Phone # 912.656-6084

Applicant Mailing Address: 519 Savannah Town Road

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: LaVon Morell

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: Savannah Town Road (519)

Proposed Road Access: Same

Present Zoning of Property: AR-1 Proposed Zoning: AR-2.

Tax Map-Parcel # 264-23 Total Acres: 10.15 Acres to be Rezoned: 3.84

Lot Characteristics: _____

WATER

✓ Private Well

_____ Public Water System

SEWER

✓ Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: To Split the Parcel

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

North _____ South _____ East _____ West _____

Rev 05052021

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

Home

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.

Home

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

Home

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?

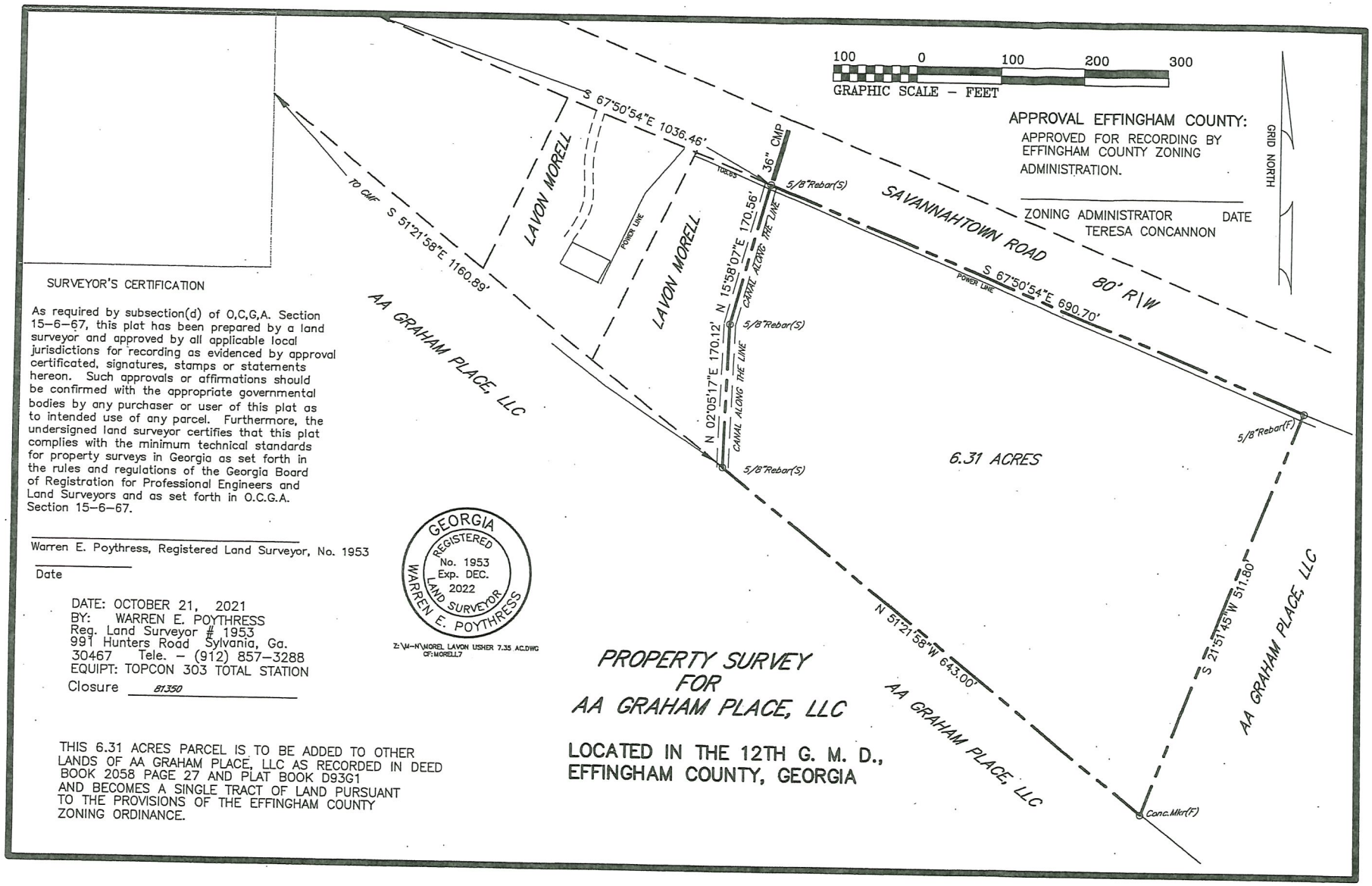
Home

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: JaVon Morell Date 2.4.2022

Rev 05052021



SURVEYOR'S CERTIFICATION

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 certificated, 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.

Warren E. Poythress, Registered Land Surveyor, No. 1953

Date

GEORGIA REGISTERED No. 1953 Exp. DEC. 2022 LAND SURVEYOR WARREN E. POYTHRESS

Z:\W–N\MOREL LAVON USHER 7.35 AC.DWG
CF: MORELL7

DATE: OCTOBER 21, 2021
BY: WARREN E. POYTHRESS
Reg. Land Surveyor # 1953
991 Hunters Road Sylvania, Ga.
30467 Tele. – (912) 857–3288
EQUIPT: TOPCON 303 TOTAL STATION
Closure 81350

THIS 6.31 ACRES PARCEL IS TO BE ADDED TO OTHER LANDS OF AA GRAHAM PLACE, LLC AS RECORDED IN DEED BOOK 2058 PAGE 27 AND PLAT BOOK D93G1 AND BECOMES A SINGLE TRACT OF LAND PURSUANT TO THE PROVISIONS OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

PROPERTY SURVEY FOR AA GRAHAM PLACE, LLC

LOCATED IN THE 12TH G. M. D., EFFINGHAM COUNTY, GEORGIA

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date May 7, 2009, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1850 page 16.

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 LaVon Morell

Print Name LaVon Morell

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 4th day of February, 2022.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

Rev 05052021

P.O. BOX 385
SPRINGFIELD, GEORGIA 31329

BOOK 0016
PAGE NO. 0650

2009 MAY -7 PM 3:34

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 7th day of May, 2009, between EDDIE MORELL, JR. of the FIRST PART, and LAVON MORELL of the SECOND PART,

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

ALL that certain tract or parcel of land situate, lying and being in the 12th G.M. District of Effingham County, Georgia, containing a total of Ten and Fifteen Hundred (10.15) acres, more or less. Said Parcel of land being triangular in shape and being bounded on the northeast by Savannah Town Road; on the southeast by lands of Eddie Morell, Jr.; and on the southwest by lands of J.D. Usher.

Express reference hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated December 17, 2008, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", slide 260 A-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 the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, his heirs, executors, administrators and assigns, in FEE-SIMPLE.

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

Eddie Morell Jr (SEAL)
EDDIE MORELL, JR.

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Official Witness - Notary Public
pmj

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

Georgia Department of Public Health
Effingham County
Environmental Health

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

February 22, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Lavon Morell
519 Savannah Town Road, Springfield GA 31329
Pin: 264-23
Total Acres: 10.15 Acres to be rezoned: 3.84

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

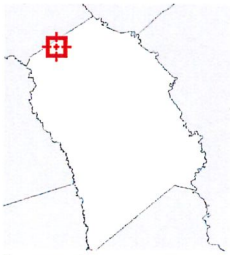
Sincerely,

Darrell M. O'Neal

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

qPublic.net™ Effingham County, GA

Overview



Legend

Parcels

Roads

Parcel ID	02640023	**Owner**	MORELL LAVON	**Last 2 Sales**			
Class Code	Consv Use		519 SAVANNAH TOWN RD	**Date**	**Price**	**Reason**	**Qual**
Taxing District	01-County		SPRINGFIELD, GA 31329	3/21/2012	0	U	U
	County	**Physical Address**	519 SAVANNAH TOWN RD	5/14/2010	0	L	U
Acres	10.15	**Assessed Value**	Value $230673				

(Note: Not to be used on legal documents)

Date created: 3/11/2022
Last Data Uploaded: 3/11/2022 8:56:29 AM

Developed by Schneider GEOSPATIAL

519 SAVANNAH TOWN ROAD

519 SAVANNAH TOWN ROAD

2/12/2022, 9:13:54 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Maxar

Address Points

Parcels2020

Roads

Effingham County Zoning

AR-1

AR-2

B-3

CP

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

DB

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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 **LaVon Morell– (Map # 264 Parcel # 23)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

RT

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

Of the rezoning request by applicant **LaVon Morell– (Map # 264 Parcel # 23)** 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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9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST: AZ

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL_____

Of the rezoning request by applicant **LaVon Morell– (Map # 264 Parcel # 23)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL_____

Of the rezoning request by applicant **LaVon Morell– (Map # 264 Parcel # 23)** from **AR-1** to **AR-2** zoning.

Yes (No?) 1. Is this proposal inconsistent with the county's master plan?

Yes (No?) 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes (No?) 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes (No?) 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes (No?) 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes (No?) 7. Are nearby residents opposed to the proposed zoning change?

Yes (No?) 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS 3/21/22

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_____ DISAPPROVAL_____

Of the rezoning request by applicant **LaVon Morell– (Map # 264 Parcel # 23)** 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?

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **La Von Morell** requests to **rezone** 3.84 of 10.15 acres from **AR-1** to **AR-2**, to allow for the separation of a home site. Located at 519 Savannah Town Road. **Map# 264 Parcel# 23**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.84 of 10.15 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 wishes to subdivide a parcel in a manner that creates one lot under 5 acres and, therefore, must rezone 3.84 acres to AR-2. The remaining acreage is to be combined with an adjacent AR-1 parcel.
- At the March 21 Planning Board meeting, Alan Zipperer made a motion to approve the request to **rezone** 3.84 of 10.15 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. 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 Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to **rezone** 3.84 of 10.15 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. 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** 3.84 of 10.15 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1 **Other Alternatives:** 2

Department Review: Development Services **FUNDING:** N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 264-23

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 264-23

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 LAVON MORELL has filed an application to rezone three and eighty-four hundredth (3.84) +/- acres; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 264-23, located in the 3rd commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT three and eighty-four hundredth (3.84) +/- acres; map and parcel number 264-23, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. 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: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Katie McGrory Brown** requests a **conditional use** for a **rural business** to offer equine therapy to clients**.** Located at 716 Floyd Avenue, zoned **AR-1. Map# 296 Parcel# 27**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **rural business**, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business.** The Rural Business Conditional use requirements include consideration of:
    - Intent – Therapy conducted from an in-home office is an activity which will have little to no impact to surrounding residences. Equine therapy is suitable to the AR-1 zoning of the property. The applicant already has horses on site.
    - Structure – the therapy business will operate out of the existing dwelling. The interaction with horses will take place on the exterior portion of the property.
    - Square Footage – 700 square feet of dedicated in-dwelling space, 1100 square feet for equine use.
    - Public Road Frontage – the property has frontage on Floyd Avenue.
    - Acreage (3 minimum) – the property is 7.8 acres.
- The nature of the business will be therapy from an in-home office, and equine therapy.
- The applicant is an established therapist within Effingham County.
- At the March 21 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **conditional use** for a **rural business**, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. Total indoor and outdoor area dedicated to equine therapy may not exceed 1,000 square feet.
4. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.

- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the **conditional use** for a **rural business**, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. Total indoor and outdoor area dedicated to equine therapy may not exceed 1,000 square feet.
4. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.

2. Deny the **conditional use** for a **rural business**.

Recommended Alternative: 1 **Other Alternatives:** 2
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Conditional Use application 2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 2/10/22

Applicant/Agent: Katie McGrey Brown

Applicant Email Address: katieabrown2021e outlook.com

Phone # 912-441-1435

Applicant Mailing Address: 716 Floyd Ave
Guyton, Ga 31312

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): katieabrown2021@outlook.com

Phone # 912-441-1435

Owner's Mailing Address: 716 Floyd Avenue
Guyton, GA 31312

Property Location 716 Floyd Avenue Guyton, Ga 31312

Present Zoning of Property AR-1 Tax Map-Parcel # 296-27 Total Acres 7.8

CONDITIONAL USE REQUESTED:

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

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

_____ **OTHER** (provide relevant section of code): _____

_____

Reason: _____

Applicant Signature: Katie McGrey Brown Date 02/10/2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date Dec 29, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2754 page 309-310.

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

Owner's signature Katie McGrory Brown

Print Name Katie McGrory Brown

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 9th day of February, 20 22.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

BK:2754 PG:309-310
D2021015751

FILED IN OFFICE
CLERK OF COURT
12/31/2021 10:59 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE
TRANSFER TAX
PAID: $471.90

PT-61 051-2021-004268

7428341760
7067927936
PARTICIPANT ID

Prepared by:
McManamy Jackson Hollis, LLC
5719 GA-21
Rincon, GA 31326
Phone: (912) 691-0943
Fax: (912) 826-0409

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 29th day of December, 2021, by and between

Kody L. O'Neal
(Hereinafter referred to as the "Grantor"), and

Sharla D. Brown and Katharine A. Brown
(hereinafter referred to as "Grantee")

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 and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in Pineora, Effingham County, Georgia, shown as "7.80 ACRES" on a plat prepared by Robert D Gignilliat, dated January 23, 1932, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book 2, page 122 which is incorporated herein by specific reference. Said property containing improvements thereon known as 716 Floyd Avenue, Guyton, Georgia. PIN #02960-027

This being the same property conveyed to Kody L. O'Neal by Deed from Hawk Hammock Construction, LLC recorded in Deed Book 2554, Page 575, aforesaid Clerk's Office.

Said property containing improvements thereon currently known as 716 Floyd Avenue, Guyton, GA 31312, PIN 02960-00000-027-000

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

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.

3.15B - Rural businesses.

"Rural business" means an occupation or profession which is conducted either entirely or partially within a dwelling, which is carried on by a principal practitioner who at all times maintains said dwelling as his or her permanent residence, and which employs no more than one employee who does not reside therein.

Rural businesses are permitted as a conditional use only in Agricultural Residential (AR-1 and AR-2) districts, and a rural business may be permitted in said district only if it meets the following criteria:

(a) Intent. A rural business shall be a small office or small-scale retail sales or service-type business which shall be secondary or incidental to the primary use of property for agricultural or residential purposes. Such business shall be primarily directed toward providing local or neighborhood service to the rural-residential area in which it is located. Rural businesses are intended to be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts. Rural business activities may occur in an accessory structure detached from the principal residence or in a screened area outside of the dwelling. In addition, an applicant for a rural business must have established residency and be living in a residence upon the subject property prior to any application being filed for consideration by the zoning administrator. There are no restrictions on customers coming to the premises.

(b) Each rural business must be reviewed by the planning board and approved by the board of commissioners before any activities in connection with the occupation begin. The planning board may recommend to the board of commissioners that conditions be imposed to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The board of commissioners may place reasonable conditions on the proposed use as deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The planning board and board of commissioners shall hold public hearings as provided in article IX of this ordinance.

(c) Rural businesses shall be limited to no more than 1,000 square feet if in a structure, and 1,000 square feet of land if outside a structure. Should the use require both inside and outside area, the total area used may not exceed 1,000 square feet. If the rural business is to be conducted in the residence, no more than 45 percent of the heated floor space or 1,000 square feet, whichever is less, may be used for the business. The proposed size of the business shall be specified at the time that the application is submitted to the zoning administrator.

(d) Any additions or alterations to the residence which will be used for the rural business must be of an architectural style in keeping with the surrounding residential and

agricultural development. Any structure built to house the business must be located to the side or rear of the residence, unless it is at least 100 feet from the front property line and meets all applicable side and rear setbacks. The structure must be readily and easily usable for customary agricultural and residential uses.

(e) Any outside area in which the business is conducted, other than parking area, shall be completely enclosed in a manner that the business is not visible from surrounding property.

(f) Only one nonilluminated sign not to exceed 16 square feet is permitted, location to be approved by the zoning administrator. Said location must be at least 15 feet from all property lines.

(g) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.

(h) Property on which the rural business is proposed must have frontage on a public road.

(i) Parking for customers/clients must be provided on-site, and the location of the parking approved by the zoning administrator.

(j) Days and hours of operation requiring access by the public, customers and/or clients shall be Monday through Saturday, daylight hours only.

(k) Rural business shall be located on property containing at least three acres of land.

(l) Uses permitted (as Rural Businesses):

1. Offices;
2. Beauty shops, barber shops;
3. Retail sales or services of a specialty nature, such as antique shops, specialty food shops, custom furniture stores, custom-made sporting goods shops, and meat cutting as a retail service to the public provided, however, that no slaughtering or wholesale meat cutting or processing is permitted;
4. Small repair shops for appliances, machinery, farm equipment, or automobiles with the following limitations:
    a. Repair shops shall not create noise, noxious odors, or any hazard which would adversely affect the health, safety, or welfare of the adjoining property owners or the neighborhood in general;
    b. Repair shops shall operate during daylight hours only;
    c. No more than two vehicles shall actually be serviced, actively worked on, or repaired at any one time. Any pieces of machinery equipment or vehicles stored for service or awaiting pick-up after servicing shall be parked within an area reserved for that purpose (maximum 1,000 square feet) and designated at the time of

approval by the board of commissioners. The storage area must be located to the side or rear of the shop building unless normal operation would generate large amounts of vehicular traffic.

(m) Uses not permitted as rural businesses:

1. Any use which clearly is out of scale or character with an agricultural or residential area.

(Ord. of 12-14-99(2), § 3; Amend. of 12-14-04(1))

CURRICULUM VITAE

Katie McGrory, M.S., LPC, CPCS, RPT-S

Licensed Professional Counselor & Registered Play Therapist Supervisor

716 Floyd Avenue
Guyton, Georgia 31312
Phone: 912 – 441 – 1435
Fax: 912 – 826 – 2996

COUNSELOR TRAINING:

Clinical Internship, Clinical Psychology, 2005 - 2006
Mary Thompson, LPC, RPT-S
- Provided outpatient counseling services to children, adults, and families
- Conducted initial assessments to determine client eligibility
- Provided case management duties to enrolled clients and their families

EDUCATION:

Master of Science in Clinical Psychology, 2006
Georgia Southern University, Statesboro, Georgia
Summa Cum Laude

Bachelor of Arts in Psychology, 2002
Armstrong Atlantic State University, Savannah, Georgia
Treasurer of the E.B. Twitmyer Psychology Club

LICENSES AND CERTIFICATIONS:

Certified Professional Counselor Supervisor (CPCS)
License No: LPC005642 State of Georgia, May 2021

Registered Play Therapist Supervisor (RPT-S)
Association for Play Therapy, November, 2019

Registered Play Therapist (RPT)
Association for Play Therapy, November, 2009

Licensed Professional Counselor (LPC)
License No: LPC005642 State of Georgia, June 2009

Licensed Associate Professional Counselor (LAPC)
License No: APC001539 State of Georgia, February, 2007 - June 2009

SAMPLE OF POSTMASTER'S TRAINING WORKSHOPS:

- Equine Assisted Psychotherapy (EAGALA)
- Child Centered Play Therapy
- Play Therapy Theory, Skills and Applications
- Play Therapy for Abused and Traumatized Children
- The Use of Therapies for Assessment and Treatment of Children in Play Therapy
- Play Therapy Basics
- Play Therapy with Groups and in the Classroom
- Moving Beyond the Magic: Equine Facilitated Psychotherapy
- Ethics
- 15th Annual Statewide Family Violence Conference. Building a Safer Future: A Commitment to Our Children
- Sand Play Therapy: Using Imagery to Help Children Cope with the Challenges of Difficult Times
- Animal-Assisted Play Therapy
- Ethical Legal Issues Related to Play Therapy
- Psychopharmacology and Childhood Disorders
- Play Therapy without Oral Language
- Hopeful and Creative Strategies in Play Therapy to Heal Trauma in Children
- Nonverbal Narratives: When Children Lead the Way
- The Best of Both Worlds: Non-Directive Play Therapy and Directive Play Therapy Strategies for Treating Sexually Abused Children
- Behavior Recovery: Kinder Training + Filial Therapy = Connecting & Learning
- Jungian Analytical Play Therapy
- What Play Therapists Can Learn from Improv
- Children with Medical Conditions: How Play Therapy Helps Deal with Loss
- Group Sandplay in Schools and Clinics
- Theraplay: A Modality to Build and/or Restore Parent/Child Relationships
- Three Methods of Sandplay Therapy: Erica, Lowenfeld and Kalff
- Interplay: Change Your Life, Change Your Practice

PROFESSIONAL PRESENTATIONS:

- Theraplay and Attachment (April, 2019).
- Equine Assisted Psychotherapy and Play Therapy (SGAPT Conference, September, 2016).
- Sand Tray Techniques to Georgia Southern University master's degree students (April, 2014).
- Play Therapy Techniques to Georgia Southern University master degree students (March, 2014).
- Asperger's Syndrome to South University master degree students (January, 2014).

- Animal-Assisted Therapy, Play Therapy and Building a Private Practice to South University master degree students and professors (August, 2010).

PROFESSIONAL EXPERIENCE:

06/2009 - Present **K. McGrory Counseling, Inc.** Guyton, Georgia & Rincon, Georgia

LICENSED PROFESSIONAL COUNSELOR & REGISTERED PLAY THERAPIST

- Conduct intake assessments on new clients.
- Conduct play therapy with children ages 2 to 10 years old.
- Conduct counseling with adolescents and teens utilizing art, sand tray and expressive techniques.
- Conduct attachment and bonding activities based on Theraplay with children from birth and older.
- Conduct counseling with adults, families, and couples.
- Conduct counseling with horses as my co-therapist with children, adults and families.
- Conduct trainings on play therapy topics.

12/2008 - 12/2009 **St. Mary's Community Center,** Savannah, Georgia

COUNSELING COORDINATOR

- Conduct psychotherapy with adult clients.
- Conduct a stress management group weekly with adult clients.

12/2008 - 12/2009 **Coastal Children's Advocacy Center,** Savannah, Georgia

PLAY THERAPIST

- Conduct psychotherapy with adolescent clients who have been sexually abused or a witness to a violent crime.
- Conduct play therapy with children who have been sexually abused or a witness to a violent crime.

02/2009 - 06/2009 **Teresa Oglesbee, LPC,** Rincon, Georgia

LICENSED ASSOCIATE PROFESSIONAL COUNSELOR

- Completed intakes of new clients.
- Conducted psychotherapy with adolescent and adult clients.
- Conducted play therapy with children.

05/2006 - 06/2009 **Mary Thompson, M.S., LPC, RPT/S,** Statesboro, Georgia

LICENSENED ASSOCIATE PROFESSIONAL COUNSELOR

- Completed intakes of new clients.
- Conducted psychotherapy with adolescent and adult clients.
- Conducted play therapy with children.

- Performed group therapy at a local middle school.
- Conducted assessments on children to detect ADHD, Anxiety disorder and developmental delays.
- Conducted assessments analyzing the strengths and weaknesses in the relationships between children and their parents or guardians.

07/2008 - 12/2008 **Parent & Child Counseling Services of Union Mission** Savannah, Georgia & Rincon, Georgia

PLAY THERAPIST

- Conducted intake assessments on new consumers.
- Conducted play therapy sessions with children ages 2 ½ years old to 10 years old.
- Conducted psychotherapy sessions with adolescents utilizing art and other expressive techniques.
- Conducted family therapy sessions.
- Completed Family Violence Intervention Program (FVIP) assessments.
- Conducted process oriented group therapy with children and teenage clients.
- Conducted FVIP group skills training and education with male clients.

05/2007 - 07/2008 **Savannah Area Behavioral Health Collaborative of Union Mission,** Savannah, Georgia

INTAKE COUNSELOR

- Conducted intake assessments on new consumers.
- Conducted reauthorization of services on return consumers.
- Collaborated with consumers to create their treatment plans.
- Led substance abuse relapse prevention group therapy twice per week.
- Conducted individual therapy with adult consumers.
- Conducted intakes assessments on incarcerated individuals.

07/2006 - 05/2007 **Regents Center for Learning Disorders, Georgia Southern University,** Statesboro, Georgia

PSYCHOMETRIST

- Administered psychological tests to detect learning disorders and ADHD.
- Wrote reports analyzing test scores and their meanings.

Katie McGrory Brown, LPC, CPCS, RPT-S
Licensed Professional Counselor & Registered Play Therapist Supervisor
716 Floyd Avenue
Guyton, Georgia 31312
912 – 441 – 1435

March 17, 2022

Dear Development Services Department Planning & Zoning,

My Name is Katie McGrory Brown, and I have applied for an agricultural business license. I am a mental health counselor in Effingham County and have been counseling for almost 16 years. I specialize in working with children who have been sexually abused, children with anger problems, and children with autism. I offer counseling for adolescents, teens, and adults. I also offer transformation coaching, parent coaching, training, and supervision for professionals. I loved helping the citizens of Effingham County so much that I moved here in 2016 from Savannah to be closer to my mental health practice!

As I have worked with clients, I discovered that working with therapeutic horses has the potential for amazing healing and accelerated progress in therapy. I attended training in New York in 2013 with EAGALA, an organization that trains mental health counselors and equine specialists on how to do equine-assisted psychotherapy. I am attending training this week in Nevada with EAGALA to become certified. With therapeutic horses, my sessions with clients include spending time with a horse, grooming, reading the horse a book or just being with the horse chosen by the client. My sessions will not include horseback riding.

My dream for the past 15 years has been to have my mental health practice, my home and therapeutic horses all on one property. I found this property at Floyd Avenue on Thanksgiving Day. After touring the property, I was convinced that this was my dream home! I believe that there are many benefits to approving my business license. To my knowledge, there are no mental health counselors practicing in Guyton. I can offer my services in a quiet, and private area. Clients have disclosed to me that going to an office setting in town can feel intimidating and uncomfortable. Plus, people they know may see them at the office and know that they are receiving counseling. Some clients do not want others to know that. I can offer counseling with horses which is not offered by any other counselor in Effingham County, Bryan County or in Chatham County (to my knowledge). With my business being in my home, my daily commute has been significantly reduced. Therefore, I am using less gas which is good for the environment. I believe that restaurants in Guyton may benefit from clients and their families coming for sessions as my clients travel from Savannah, Statesboro, Ellabell, Clyo and other surrounding areas. I do not foresee the community being negatively affected by the approval of this business license. I am using about 700 square feet of my home for my business. The space that I will be working with the clients and horses is about 1100 square feet.

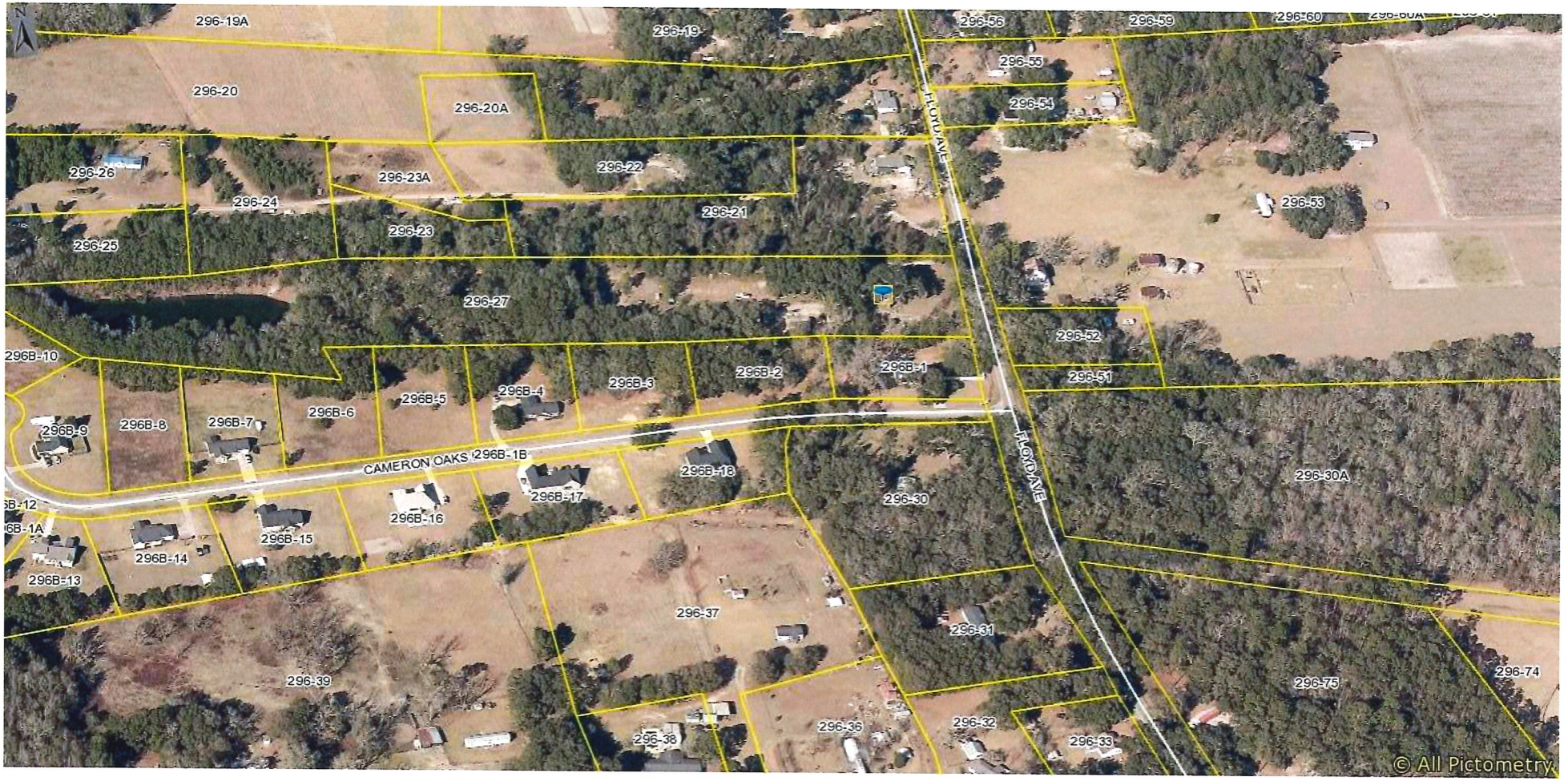
Thank you so much for your time and consideration.

Sincerely,
Mrs. Katie McGrory Brown
Licensed Professional Counselor

SITE PLAN

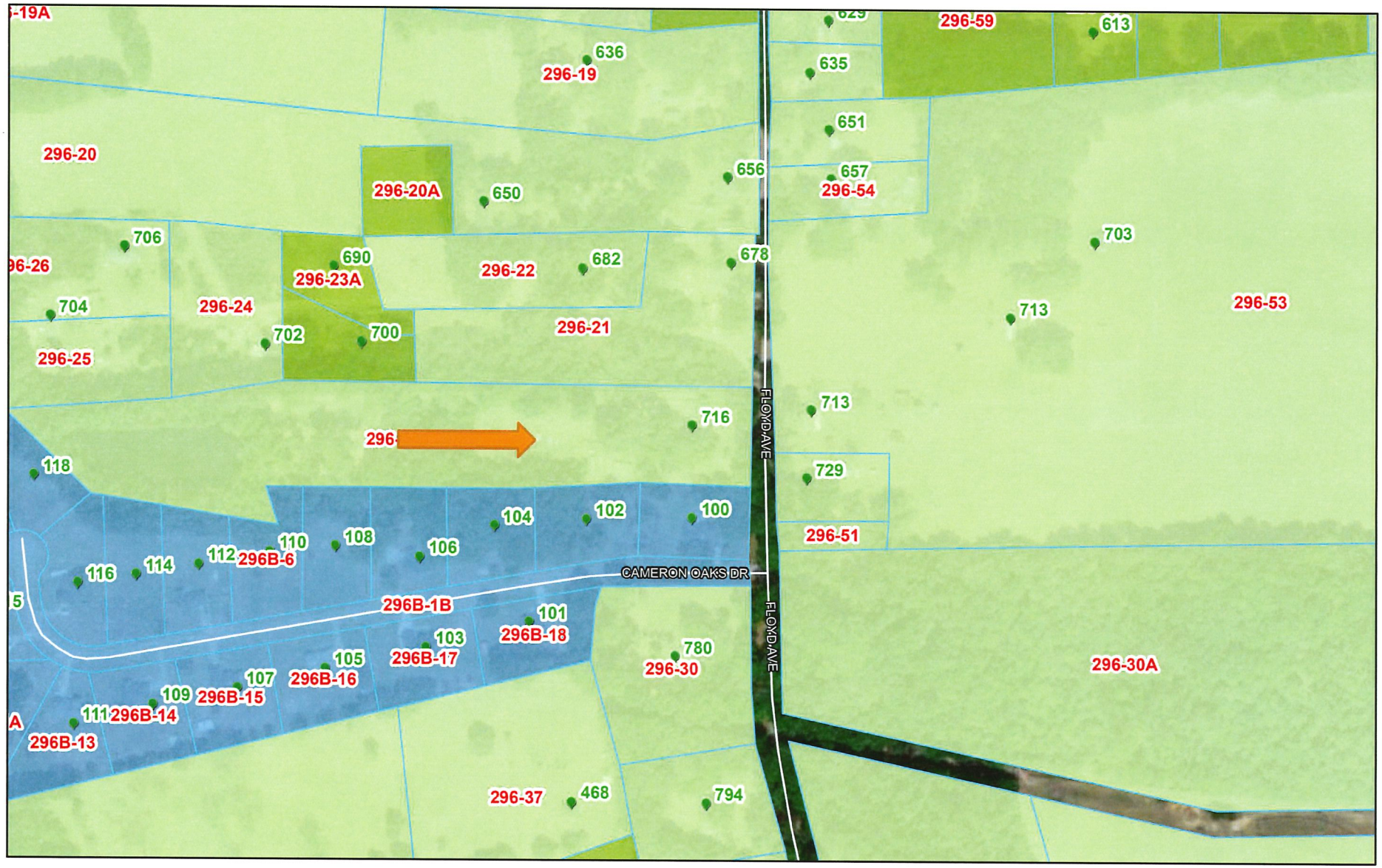
02/03/2021

716 FLOYD AVENUE



02/03/2021

716 FLOYD AVENUE



2/12/2022, 10:49:02 AM

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Maxar

Address Points

Tax Parcel Labels

Parcels2020

Roads

Effingham County Zoning

AR-2

AR-1

R-1

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Katie McGrory Brown** requests a **conditional use** for a **rural business** to offer equine therapy to clients**.** Located at 716 Floyd Avenue, zoned **AR-1. Map# 296 Parcel# 27**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **rural business**, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business.** The Rural Business Conditional use requirements include consideration of:
    - Intent – Therapy conducted from an in-home office is an activity which will have little to no impact to surrounding residences. Equine therapy is suitable to the AR-1 zoning of the property. The applicant already has horses on site.
    - Structure – the therapy business will operate out of the existing dwelling. The interaction with horses will take place on the exterior portion of the property.
    - Square Footage – 700 square feet of dedicated in-dwelling space, 1100 square feet for equine use.
    - Public Road Frontage – the property has frontage on Floyd Avenue.
    - Acreage (3 minimum) – the property is 7.8 acres.
- The nature of the business will be therapy from an in-home office, and equine therapy.
- The applicant is an established therapist within Effingham County.
- At the March 21 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **conditional use** for a **rural business**, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. Total indoor and outdoor area dedicated to equine therapy may not exceed 1,000 square feet.
4. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.

- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the **conditional use** for a **rural business**, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. Total indoor and outdoor area dedicated to equine therapy may not exceed 1,000 square feet.
4. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.

2. Deny the **conditional use** for a **rural business**.

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. 296-27

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296-27

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, KATIE MCGRORY BROWN has filed an application for a conditional use for a **rural business**; map and parcel number 296-27, located in the 3rd commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT a conditional use for a **rural business**; map and parcel number 234-7, located in the 3rd commissioner district, is approved, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. Total indoor and outdoor area dedicated to equine therapy may not exceed 1,000 square feet.
4. Applicant shall meet all building permit requirements for the renovation/construction of accessory structures for use in the business.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** request to **rezone** 38.495 acres from **R-1** to **AR-1** to allow for a telecommunications tower. Located at 2800 Little McCall Road. **Map# 392 Parcel# 2A**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 38.495 acres from **R-1** to **AR-1** to allow for a telecommunications tower, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to sections 5.1.2.11 (AR-1) and 14-133(3) Telecommunications Regulations, guyed or lattice towers are permitted in AR-1 as a conditional use, in accordance with the provisions of Article VII - Planning Board (sec. 7.1.6).
- The parcel was part of a 58.43-acre tract rezoned to R-1 in 2006 for The Cottages, a residential subdivision that has not been developed. The 38.495 acres was subdivided in 2019. A house has been constructed in the center of the property.
- The owners wish to enter into a lease agreement for a telecommunications tower. Therefore, they must rezone the parcel to AR-1.
- Due to wetlands coverage, the parcel is unlikely to be further subdivided, and is not suitable for additional development.
- At the March 21 Planning Board meeting, Brad Smith made a motion to approve the request to **rezone** 38.495 acres from **R-1** to **AR-1**, with the following conditions:

  1. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve request to **rezone** 38.495 acres from **R-1** to **AR-1,** with the following conditions:
   1. The lot shall meet the requirements of the AR-1 zoning district.
2. Deny the request to **rezone** 38.495 acres from **R-1** to **AR-1**.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application
2. Ownership certificate
3. Deed
4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 01-13-22

Applicant/Agent: Jonathan L. Yates

Applicant Email Address: jly@hellmanyates.com

Phone # 843-414-9754

Applicant Mailing Address: 105 Broad Street, Third Floor

City: Charleston State: SC Zip Code: 29401

Property Owner, if different from above: Donald A. Wester and Lyn M. Wester
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): N/A

Phone # 912-675-4624

Owner's Mailing Address: P.O. Box 1389

City: Springfield State: GA Zip Code: 31329

Property Location: 2800 Little McCall Rd. Springfield, GA 31329

Proposed Road Access: Little McCall Rd.

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

Tax Map-Parcel # 03920002A00 Total Acres: 38.495 Acres to be Rezoned: 38.495

Lot Characteristics: Very large parcel with a heavy and mature existing tree cover.

WATER

X Private Well

_____ Public Water System

SEWER

X Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: We are requesting a communications tower and related facility to allow AT&T and at least three additional broadband carriers to provide adequate coverage and capacity for wireless voice and broadband to this part of Effingham County.

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

North AR-1 & R-1 South AR-1 East R-1 West AR-1

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

Presently this 38.495 acre property contains the home of Donald and Lyn Wester.

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.

We are requesting a communications tower and related facility to allow AT&T and at least three additional broadband carriers to provide adequate coverage and capacity for wireless voice and broadband to this part of Effingham County.

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

The other properties in the vicinity consist of large timber tracts with heavy vegetative cover and scattered rural residential uses.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The proposed communications facility is designed to serve the surrounding area by providing effective and essential wireless infrastructure. Wireless infrastructure is now referred to as the fourth utility.

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?

The proposed zoning change will not cause an excessive or burdensome use of existing streets, transportation, facilities, utilities, or schools. The communications facility only requires power and telco which are available to the Wester property. After a 45-60 day construction period, the unmanned communications facility will only be visited by AT&T 8-10 times per year.

Applicant Signature: _____ Date 01.13.22

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date June 27, 2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2533 page 433.

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 D C Wester

Print Name Donald Wester

Owner's signature Lyn W. Wester

Print Name Lyn Wester

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 10 day of December, 20 21.

Carrie Sikes
Notary Public, State of Georgia

CASSIE SIKES NOTARY PUBLIC CHATHAM COUNTY, GA Comm. Exp. 08/08/25

Rev 05052021

AUTHORIZATION OF PROPERTY OWNER

We, Donald & Lyn Wester, 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: Jonathan L. Yates for Diamond Communications LLC

Applicant/Agent Address: 105 Broad Street, 3rd Floor

City: Charleston State: SC Zip Code: 29401

Phone: (843) 414-9754 Email: JLC@hellmanyates.com

Owner's signature Donald Wester Lyn W. Wester

Print Name Donald & Lyn Wester

Personally appeared before me Donald Wester Lyn Wester (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 10 day of December, 20 21.

Cassie Sikes
Notary Public, State of Georgia

CASSIE SIKES NOTARY PUBLIC CHATHAM COUNTY, GA Comm. Exp. 08/08/25

Rev 05052021

DOC# 005575
FILED IN OFFICE
7/3/2019 04:48 PM
BK:2533 PG:433-434
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY
REAL ESTATE TRANSFER
TAX PAID: $59.00

PT-61 051-2019-001839

Return Recorded Document to:
The Ratchford Firm
1575 Highway 21 South
Springfield, GA 31329

Our File #: 19-306

WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this **27th** day of **June, 2019**, between **BGN Investments, LLC,** a limited liability company organized and existing in the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Donald A. Wester and Lyn M. Wester**, as joint tenants with survivorship and not as tenants in common, as parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 38.495 acres, more or less, that is shown and more particularly described by the plat of survey entitled "Survey of 38.495 AC being subdivided from 58.42 located in the 10th G.M. District of Effingham County, Georgia", made by William Mark Glisson, R.L.S. #3316, dated June 19, 2019, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Slide 604, which is incorporated into this description by specific reference thereto.

This being a portion of the same property conveyed by Acorn 6B Little McCall Road Real Estate, LLC to BGN Investments, LLC as evidenced by that certain Limited Warranty Deed dated August 22, 2014 and recorded in Deed Book 2257, page 496, aforesaid records.

SUBJECT TO that certain Southern Natural Gas Right of Way Easement as shown on the above referenced plat.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has hereunto set it's hand and seal this day and year first above written.

Signed this 27th day of June, 2019
in the presence of:

BGN Investments, LLC

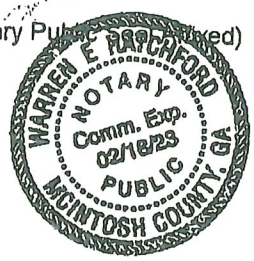
Catherine J. Jones
Unofficial Witness

BY: _____
Wilson H. Burns, Member

_____
Notary Public

My commission expires 2/18/23

(Notary Public affix seal)



Georgia Department of Public Health
Effingham County
Environmental Health

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

January 18, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
2800 Little McCall Road Springfield, GA 31329 c/o Jonathan Yates
Pin: 392-2A
Total Acres: 38.495 Acres to be rezoned: 38.495

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from R-1 to AR-1. The proposed rezoning request is given preliminary approval based on the proposed usage not requiring **water** or **sewer** connections.

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

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

HELLMAN YATES

ATTORNEYS AND COUNSELORS AT LAW

JONATHAN L. YATES
DIRECT VOICE 843 414-9754
JLY@HELLMANYATES.COM

HELLMAN YATES, PA
105 BROAD STREET, THIRD FLOOR
CHARLESTON, SOUTH CAROLINA 29401
V 843 266-9099
F 843 266-9188

January 13, 22

VIA FEDERAL EXPRESS

Teresa Concannon
Planning & Zoning Manager
Effingham County Planning & Engineering
804 S. Laurel Street,
Springfield, GA 31329
(912) 754-2105

Re: Diamond Communications LLC- Site Name: Effingham- Site Address: 2800 Little McCall Road, Springfield, GA 31329 (TMS # 03920002A00)- Telecommunications Facility Application

Dear Ms. Concannon,

Enclosed, please find the application of Diamond Communications LLC for a proposed 260-foot self-support wireless telecommunication facility to be built for AT&T and at least three (3) wireless broadband carriers. The proposed facility will be on the property of Donald and Lyn Wester, which is located at 2800 Little McCall Road, Springfield, GA 31329, and is designated as Effingham County tax parcel number 03920002A00. This is a very important facility to improve coverage for both voice and advanced data in this section of Effingham County. We are also requesting the rezoning of Donald and Lynn Wester's property from R-1 to AR-1. In addition, we are seeking a variance for the setback from the communication facility to the Wester's home on the property. We have taken the liberty of recasting the relevant sections of the Effingham County Code with our answer to the relevant section in bold beneath. As will be evident from a review of the attached, Diamond Communications LLC and ATT&T have not only met, but also have exceeded, all necessary requirements for approval under the Effingham County Tower Regulations, except for the setback to the Wester's home, for which we are requesting a variance.

Section 14-134.- Development Standards

(a) Structural design. New communication towers and increasing size or height to existing towers shall be constructed in accordance with all applicable building codes, and shall meet or exceed current standards and regulations of all applicable federal, state and local authorities.

(1) Maintenance. To ensure the structural integrity of communication towers, the owner of a communication tower shall be in compliance with all applicable local, state and federal maintenance standards for communication towers.

Diamond and AT&T will always be in compliance with all applicable local, state, and federal maintenance standard for communication towers. Please see the letter of Tom Waniewski of Diamond attached hereto as Exhibit "14" and incorporated herein by reference.

(b) Setbacks and separations. Telecommunications facilities shall comply with the following standards. However, existing alternative tower structures which are conforming uses within the zoning district in which they are located are exempted from the minimum setback and separation requirements of this section.

(1) Communication tower setbacks must be located at a minimum horizontal distance of 1.2 times the length of the complete tower including the highest antenna, measured from the bottom of the tower to the very top of the highest antenna to an existing structure or property line, or in case of a break- away monopole tower, the setback distance shall be 1.2 times the length of the break-away portion of the monopole type tower. Towers placed inside a Subdivision, within 750 feet of residence, shall only be a "monopole type tower" or a camouflaged monopole type tower, to blend in with a building or similar or "monopole tree tower" that will blend in with the trees in a forested area.

(2) Guyed and latticed towers shall be a minimum distance of 1,000 feet from any residential structure or public use, excluding street rights-of-way and public access easements.

(3) Guy wires with support anchors are required to meet all setback requirements. Support anchors for guy wires must be protected with a concrete abutment, two feet by two feet and at a height of two feet above the finish grade and depth of two feet below the ground surface or similar approved by the county engineer.

(4) Except as otherwise specified in this article, all telecommunications towers and accessory structures and uses shall comply with development setbacks as required by the zoning district in which the tower is to be located.

(5) Telecommunications towers shall not be permitted within a 1,000-foot radius of another telecommunications tower except within tower farms.

(6) Telecommunications towers shall be set back not less than 100 feet from any property line adjacent to a right-of-way or approved access easement.

(7) Building height limitations in the zoning districts in which a telecommunications facility or alternative tower structure is located shall not apply to such facilities and structures; provided, however, sound engineering evidence must demonstrate that proposed tower height is the minimum necessary to achieve parity.

The Applicant accepts and acknowledges this provision. Please see Sheet C1 of the site plan and drawings by Georgia Professional Engineer David Rainey Cousins attached hereto as Exhibit "1" and incorporated herein by

reference, which shows the setback for the proposed facility. The closest off property residential structure is 1068 ft to the North on the property of Brian Mitchell Logan. The facility is proposed to be 447 ft. from the Wester's house for which we are requesting a variance. The nearest existing property line is more than 228 ft. away from the proposed facility. Furthermore, as shown in Note #1 on Sheet C-1 in Exhibit "1", the nearest existing tower is 3.05 miles away from the proposed facility.

(c) Regulatory compliance

(1) All towers and antennae must meet or exceed current standards and regulations as set forth by the FAA, the FCC and any other agency of the state or federal government with the authority to regulate communication towers and antennae. If said standards and regulations are modified then the owners of the communication towers and antennae governed by this article shall bring such communications towers and antennae into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency.

Please see the FAA Notices of Proposed Construction or Alteration – Off-Airport, attached hereto as Exhibit "4" and incorporated herein by reference. Additionally, please see AT&T's FCC Licenses, attached hereto as Exhibit "5" and incorporated herein by reference. Finally, please see the FCC Antenna Structure Registration application, attached hereto as Exhibit "6" and incorporated herein by reference.

(2) Tower owners shall provide documentation showing that each communication tower is in compliance with all federal and state requirements. Evidence of compliance must be submitted every 12 months.

The Applicant accepts and acknowledges this provision. In addition, please see the Regulatory Compliance Letter by Tom Waniewski of Diamond Communications LLC, attached hereto as Exhibit "9" and incorporated herein by reference.

(d) Security. A chain link fence or wall not less than eight feet in height, from finished grade equipped with an appropriate anti-climbing device shall be provided around each communication tower, or the communication center. Access to the tower(s) shall be through a locked gate. Damaged fencing must be repaired or replaced within 30 days from when the damage occurred.

The proposed guyed-style wireless communications facility will be enclosed in a fenced area of 80 ft. by 55 ft. as shown on Sheet C-1.1 of Exhibit "1" and will be appropriately secured by a chain link fence with a height of eight feet, topped with three strands of barbed wires as an anti-climbing device for an overall fence height of nine feet as shown on Sheet C3 of Exhibit "1".

(e) Lighting. No illumination is permitted on an antenna or tower unless required by the FCC, FAA, or other state or federal agency of competent jurisdiction in which case the administrator

may review the available lighting alternatives and approve the design that would cause the least disturbance.

The FAA will require illumination and Diamond will deploy a state of the art lighting system, incorporating a downward deflection device that will cause the least disturbance to the surrounding area.

(f) Signs and advertising. Neither the tower nor the tower site shall be used for advertising purposes nor contain any signs for the purpose of advertising. A small sign may be placed on the entrance gate not to exceed four square feet in total area. All signage must be in accordance with Effingham County Ordinances.

Signs for the purpose of identification, warning, emergency function, and contact will be placed as required by applicable state and federal law. Examples of such signs and other signs required by the FCC can be found on Sheet C5 of Exhibit "1". There will be no advertising signage on the proposed facility.

(g) Visual impact.

(1) Communication towers shall follow FAA painting requirements or FAA published standards for finish color.

(2) Towers shall be the minimum height necessary to provide parity with existing similar tower supported antenna, and shall be freestanding where the negative visual effects are less than would be created by use of a guyed tower.

As shown on Sheet C6 of Exhibit "1", the proposed tower will incorporated a self-support design. Building and relating structures shall be finished in a neutral color that will blend the tower facility with its natural setting. Furthermore, the tower will maintain a galvanized steel finish, which quickly weather to a dull gray patina, which is non-reflective and emits no glare. All FAA requirements will be followed by Diamond and ATT&T at all times.

(h) Landscaping. Landscaping shall be used to screen the view of the tower compound from adjacent public ways, public property, and residential property and shall consist of the following:

(1) A landscaped buffer area a minimum of ten feet in width shall be maintained around the exterior of the security fencing.

(2) The buffer area is to consist of materials of the evergreen variety which can be expected to grow to form a continuous hedge of at least five feet in height within two years of planting.

(3) Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that which was lost.

(4) Trees and scrubs in the vicinity of the guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys, should they be uprooted, and

shall not obscure visibility of the anchor from the transmission building or security facilities and staff/maintenance.

(5) In lieu of these standards, the administrator may allow use of an alternate detailed plan for landscape and screening, however, such plans must be prepared by a registered landscape architect and satisfy the requirements of this subsection, except cases in which lesser requirements are desirable for adequate visibility for security purposes and/or for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries, and tree farms. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the administrator.

As shown on Sheet L-1 of Exhibit "1", Diamond will plant 32 southern magnolias along the fence line in a 10 ft. wide landscaping buffer.

(i) Principal, accessory, and joint uses.

(1) Accessory structures used in direct support of a tower shall be allowed but not used for offices, vehicle storage, or other outdoor usage. Mobile or immobile equipment not used in direct support of a tower facility shall not be stored or parked on the tower site, unless repairs to the tower and/or related equipment are being made.

(2) Towers may be located on sites containing another principle use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent of the tower height or 25 feet and for a guy tower the greater of 100 percent breakpoint or 25 feet. If applicant's engineer certifies, a fall zone or separation greater than listed above, the engineer's specification governs. The aforementioned separation requirements are required to assure compatibility of land uses and to provide for the health, safety, and welfare of individuals and structures occupying the same site.

(3) Joint use of a site is prohibited when a proposed or existing principal use includes the storage, distribution, or sale of volatile, flammable, explosive, or hazardous materials, including, but not limited to, propane, gasoline, natural gas, and dangerous chemicals.

The Applicant accepts and acknowledges these provisions. Please see Sheet C1 of Exhibit "1", which shows compliance with the setback regulations. In addition, please see the Fall Zone Certification certified by Georgia Professional Engineer Amy R. Herbst, attached hereto as Exhibit "7" and incorporated herein by reference.

(j) Historic sites. Telecommunications facilities shall not be attached to the facade or parapet of any architecturally or historically significant building or structure located in a recognized historical area. Antennae shall be permitted only on rooftops of buildings and structures a minimum of 50 feet in height, provided that such attachments shall not be visible from adjacent pedestrian walkways or streets, do not adversely impact the structural integrity or significance of the building or structure, and so long as the addition of said antenna adds no more than 20 feet to the height of the structure.

This provision is not applicable, as the applicant is proposing a new standalone wireless communications facility and not one attached to any building or structure, in a recognized historical area or otherwise.

(k) Adherence to FAA regulations. The passage of the ordinance from which this article derives requires adherence to Part 77 of the Federal Aviation Regulations and that all placement of towers and antennae must be approved by the FAA before a building permit or placement is allowed. This approval is generally granted by the completion of form "FAA Form 7460-1 Notice of Proposed Construction or Alteration" or its equivalent.

Please see Exhibit "4" for the FAA Notice of Proposed Construction or Alteration – Off Airport.

Sec. 14-135. - Shared use/colocation.

New telecommunications tower sites shall be developed with the capacity to provide shared use or colocation among two or more providers. New telecommunications towers designed for multiple providers shall be encouraged.

(1) Applicants for new telecommunications tower construction shall document specified intent to permit the shared use/colocation of such facilities with the apparatus/equipment of other commercial wireless telecommunications providers. All applicants shall identify how the applicant will make available such shared use/colocation of the tower and site, including the identification of space suitable for additional equipment.

Please see the Collocation Policy Letter by Tom Waniewski of Diamond Communications, attached hereto as Exhibit "8" and incorporated herein by reference.

(2) Applicants for telecommunications towers in locations where there is not technically available space for colocation or shared use shall demonstrate in writing to the development services department that no existing tower or alternative tower structure can accommodate the proposed antenna. Evidence submitted to demonstrate that no existing tower or alternative tower structure can accommodate the proposed antenna shall consist of any of the following documentation:

1. No existing telecommunications facilities or alternative tower structures are located within the geographic area necessary to meet the applicant's engineering requirements.
2. Existing telecommunications facilities or alternative tower structures have insufficient height and cannot be modified to accommodate the applicant's engineering requirements.
3. Existing telecommunications facilities or alternative tower structures do not possess sufficient structural integrity or strength and cannot be modified in such a manner that would support the proposed antenna and related equipment.
4. The proposed antenna would cause interference with the antennae on the existing tower or alternative tower structure, or the antennae on the existing tower or alternative tower structure would cause interference with the applicant's proposed antenna.

Please see the Alternative Candidate Analysis by Tom Waniewski of Diamond Communications, attached hereto as Exhibit "10" and incorporated herein by reference.

(3) Applicants for telecommunications towers in locations where there is not financially feasible available space for shared use/colocation shall demonstrate in writing to the development services department that the fees, costs, or contractual provisions required by the owner in order to share an existing tower or alternative tower structure or to adapt an existing tower or alternative tower structure for shared use/colocation exceed 60 percent of the cost of construction of a new telecommunications tower.

Please see the Alternative Candidate Analysis by Tom Waniewski of Diamond Communications in Exhibit "10".

(4) Alternative tower structure (accessory use). The construction of a tower as an accessory use to a principal use (alternative tower structure) in a zoning district not permitting wireless telecommunications towers shall comply with the following:

a. Written documentation shall be provided explaining the need for such tower, how the proposed tower relates to the primary purpose and function of the principal use and identifying the location of the alternative tower structure's antenna on the proposed tower.

b. The accessory tower shall be maintained for the needs of the alternative tower structure. An accessory tower use shall not be exclusively used for the leasing of space to commercial interests.

c. The principal use (alternative tower structure) and the accessory tower shall be under the same ownership.

d. The construction of accessory towers for leasing to commercial interests shall be prohibited on properties where the alternative tower structure is scheduled to be closed or changed into a use that would not permit antenna placement.

e. Such accessory towers shall be monopoles not exceeding height recommendations stated in the applicant's engineering requirements.

The Applicant accepts and acknowledges these provisions.

Sec. 14-139. Removal of antennae and towers.

A. Any telecommunications facility found not to be in compliance with these regulations or found to constitute a danger to persons or property, shall, upon notice, be brought into compliance or removed within 90 days. Any tower or antenna that is not in use for 12 consecutive months shall be considered abandoned and the owner of such tower or antenna shall remove the same within 90 days of receipt of notice from the administrator. Owners of telecommunications towers shall provide the administrator with a copy of any notice to the FCC concerning the intent to cease operations. The copy shall be given to the administrator at the same time that such notice is submitted to the FCC.

B. If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the owner first must apply for and receive all applicable permits and meet all conditions of this article as if such tower were a new tower or antenna.

The Applicant accepts and acknowledges these provisions. Please see the Tower Removal Letter by Tom Waniewski of Diamond Communications, attached hereto as Exhibit "15" and incorporated herein by reference.

In addition, please find the following items in support of this conditional use application: Site Survey, attached hereto as Exhibit "2" and incorporated herein by reference; Structural Design Drawings, attached hereto as Exhibit "3" and incorporated herein by reference; Warranty Deed, attached hereto as Exhibit "11" and incorporated herein by reference; Recorded Plat, attached hereto as Exhibit "12" and incorporated herein by reference; Existing Inventory Letter, attached hereto as Exhibit "13" and incorporated herein by reference; and List of Adjacent Property Owners within 200 ft., attached hereto as Exhibit "16" and incorporated herein by reference.

The request for a variance is necessary due to the unique topography of the Wester property, which includes large areas of wetlands. The strategic placement of the proposed facility on the 38-acre Wester property is consistent with the character of the surrounding area and will have minimal visual impact on adjacent properties due to the incredible heavy and mature tree cover on the Wester property. The purpose of the proposed facility is to provide effective and essential wireless infrastructure to this part of the county, which is consistent with the purpose and intent of Effingham County's regulations for telecommunication towers. By providing this necessary service from this location on the Wester property, the proposed facility will not be detrimental in any way to existing or proposed land uses in the vicinity and will serve the public purposes of the Effingham County ordinance. The proposed facility has been designed for AT&T and colocation by at least three additional broadband carriers. We have fully met all other requirements of the ordinance.

With warmest regards, I am

Yours very truly,

Jonathan L. Yates

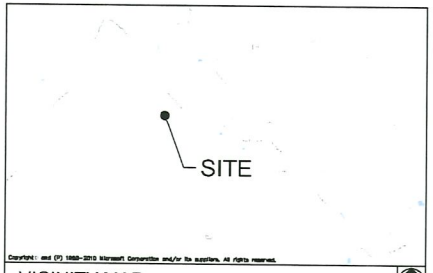
JLY:jlc
Enclosures

WETLAND NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 0 SQ.FT. (0 ACRES) OF WETLAND IMPACT FOR THE PROPOSED PROJECT. IF ADDITIONAL BMP MEASURES ARE REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND /OR PROJECT MANAGER.

Diamond Communications LLC

SPRINGFIELD POLICE DEPARTMENT
130 LAUREL STREET
SPRINGFIELD, GA 31329
PHONE: (912) 754-3061
ATTN.: CUSTOMER SERVICE

EFFINGHAM COUNTY FIRE STATION#4
139 RECYCLE WAY
GUYTON, GA 31312
PHONE: (912) 754-8888
ATTN.: CUSTOMER SERVICE



VICINITY MAP

FROM DIAMOND COMMUNICATIONS OFFICE: EAD SOUTHWEST TOWARD NJ-124 E/MORRIS TURNPIKE 154 FT; TURN LEFT ONTO NJ-124 E/MORRIS TURNPIKE, CONTINUE TO FOLLOW NJ-124 E 1.7 MI; CONTINUE ONTO NJ-82 E/MORRIS AVE 1.5 MI; TURN RIGHT ONTO ELMWOOD AVE 0.6 MI; ELMWOOD AVE TURNS RIGHT AND BECOMES STUYVESANT AVE 0.2 MI; STUYVESANT AVE TURNS SLIGHTLY LEFT AND BECOMES CHESTNUT ST 0.1 MI; TURN RIGHT TO MERGE ONTO GARDEN STATE PKWY 0.2 MI; MERGE ONTO GARDEN STATE PKWY 11.0 MI; USE THE 2ND FROM THE RIGHT LANE TO TAKE EXIT 129 FOR I-95/US-9/N.J. TURNPIKE TOWARD NJ-440/I-287/WOODBRIDGE/PERTH AMBOY/DEL. MEMORIAL BRIDGE 0.3 MI; KEEP LEFT, FOLLOW SIGNS FOR NEW JERSEY TURNPIKE S 0.8 MI; KEEP LEFT AT THE FORK AND MERGE ONTO I-95 S 39.6 MI; CONTINUE ONTO NJ TPKE S 48.8 MI; KEEP LEFT AT THE FORK 0.5 MI; MERGE ONTO NJ TPKE S 1.5 MI; CONTINUE ONTO US-40 W/NJ TPKE S 0.5 MI; MERGE ONTO I-295 S 6.7 MI; MERGE ONTO I-95 S 8.8 MI; KEEP LEFT AT THE FORK TO STAY ON I-95 S 55.1 MI; KEEP LEFT TO STAY ON I-95 S 28.7 MI; USE THE RIGHT 2 LANES TO TAKE EXIT 27 W TO MERGE ONTO I-495 W TOWARD SILVER SPRING 18.5 MI; USE THE LEFT LANE TO TAKE THE I-495 S EXIT 0.2 MI; CONTINUE ONTO 495 EXPRESS LANES/CAPITAL BELTWAY OUTER LOOP/INTERSTATE 495 HIGH OCCUPANCY TOLL 10.2 MI; 495 EXPRESS LANES/CAPITAL BELTWAY OUTER LOOP/INTERSTATE 495 HIGH OCCUPANCY TOLL TURNS SLIGHTLY LEFT AND BECOMES I-495 S/CAPITAL BELTWAY OUTER LOOP 1.1 MI; USE THE RIGHT 3 LANES TO TAKE EXIT 57A TOWARD VA-644 1.1 MI; MERGE ONTO I-395 S 0.3 MI; MERGE ONTO I-95 S 84.2 MI; CONTINUE STRAIGHT TO STAY ON I-95 S 212 MI; KEEP LEFT AT THE FORK TO STAY ON I-95 S 258 MI; TAKE EXIT 109 TO MERGE ONTO GA-21 N/GA-30 W/AUGUSTA RD 0.4 MI;MERGE ONTO GA-21 N/GA-30 W/AUGUSTA RD 243 FT; CONTINUE STRAIGHT ONTO GA-21 N/AUGUSTA RD, CONTINUE TO FOLLOW GA-21 N 4.9 MI; TURN LEFT ONTO MCCALL RD 3.4 MI; TURN LEFT ONTO BLUE JAY RD 305 FT; TURN RIGHT ONTO MCCALL RD 2.0 MI; TURN LEFT ONTO LITTLE MCCALL RD 1.4 MI, THEN THE DESTINATION WILL BE ON THE LEFT.

DRIVING DIRECTIONS

at&t

EFFINGHAM

SITE ADDRESS (E-911 TBD)

2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY
LATITUDE: 32° 18' 17.03" N
LONGITUDE: 81° 18' 36.59" W
TAX/PID #: 03920002A00
ZONING: R-1
AT&T SITE ID: GSL00485
AT&T FA #: 10153554
DIAMOND SITE #: GA150

JURISDICTION
EFFINGHAM COUNTY

STATE:
GEORGIA

TOWER TYPE:
SELF-SUPPORT TOWER

TOWER HEIGHT:
260' (HIGHEST APPURTENANCE 269')

NUMBER OF CARRIERS:
1 PROPOSED, 3 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13103C0270E DATED 03/16/2015 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
DIAMOND COMMUNICATIONS
820 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078
ATTN: RICH HUBER
PHONE: (610) 585-6835

POWER COMPANY
GEORGIA POWER
PHONE: (888) 655-5888
ATTN.: CHRIS ZITTROUER

PROPERTY OWNER
DONALD A. WESTER & LYN M. WESTER
P.O. BOX 1389
SPRINGFIELD, GA 31329
PHONE: (912) 675-4624
ATTN.: DON WESTER

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (678) 274-5032
ATTN.: DAVID COUSINS

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 5)
--	SITE SURVEY (SHEET 2 OF 5)
--	SITE SURVEY (SHEET 3 OF 5)
--	SITE SURVEY (SHEET 4 OF 5)
--	SITE SURVEY (SHEET 5 OF 5)
N1	GENERAL NOTES
C0	OVERALL AERIAL PLAN
C1	OVERALL PARCEL PLAN
C1.1	OVERALL SITE PLAN
C2	SITE PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	ICE BRIDGE DETAILS
C5	SITE SIGNAGE DETAILS
C6	ANTENNA AND TOWER ELEVATION DETAILS
C7	SCOPE OF WORK SUMMARY
L1	LANDSCAPING PLAN

SHEET INDEX

EFFINGHAM COUNTY PLANNING AND ENGINEERING
904 N PINE ST
SPRINGFIELD, GA 31329
PHONE: (912) 754-8063
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

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1	12/06/21	ZONING	DRC
0	11/18/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE043508 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 1/11/22

KHA PROJECT NUMBER:
013541001

DRAWN BY: TDM | CHECKED BY: CDS

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

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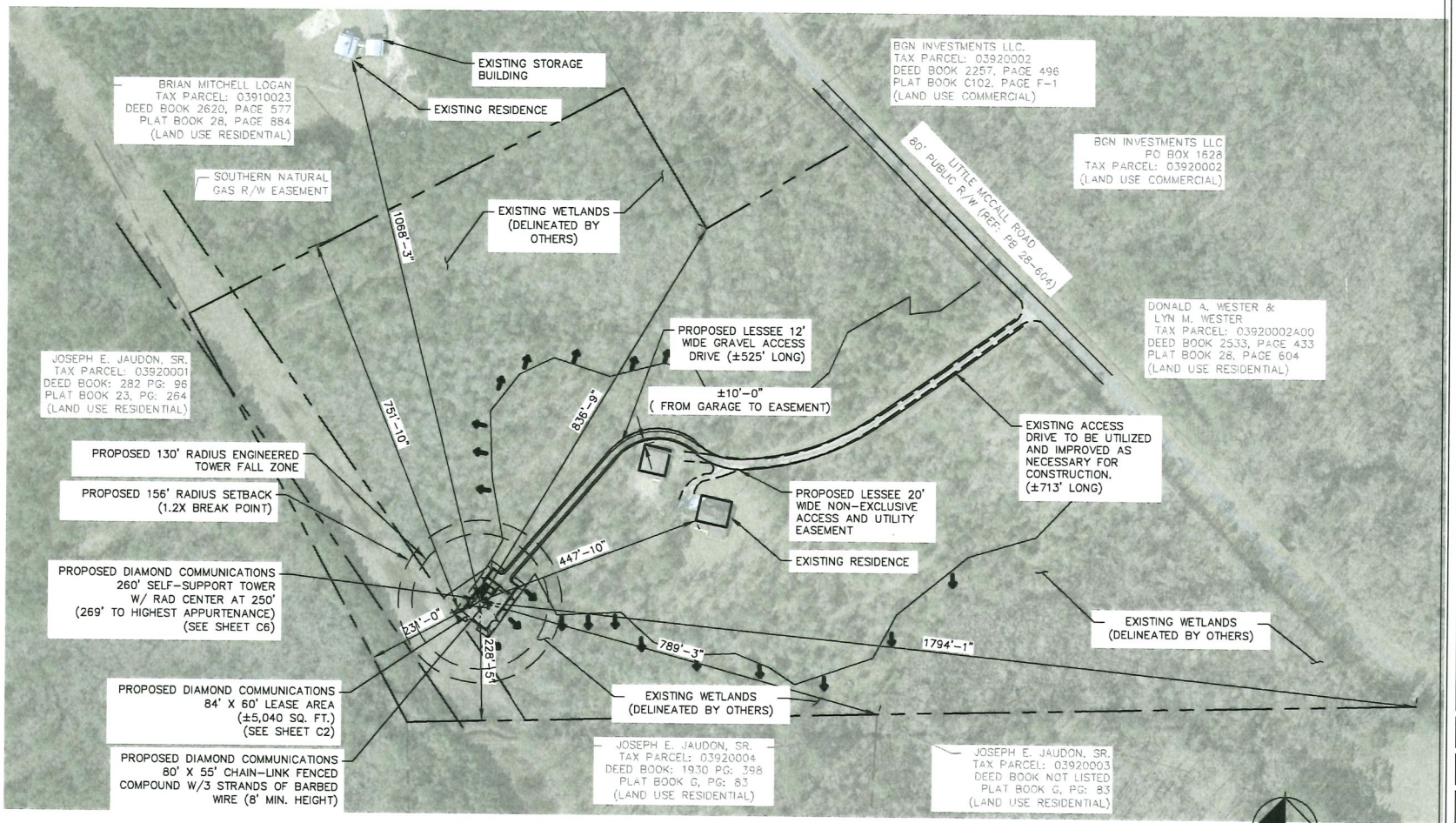
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	751'-10"
SOUTH	228'-5"
EAST	789'-3"
WEST	231'-0"



SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 09/20/2021.

1 / C0 OVERALL AERIAL PLAN

SCALE: 1" = 200'

NORTH

0 100 200 400

GRAPHIC SCALE: 1" = 200'

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE043608 PROFESSIONAL ENGINEER DAVID RAINEY COBBINS 1/11/22

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: OVERALL AERIAL PLAN

SHEET NUMBER: C0

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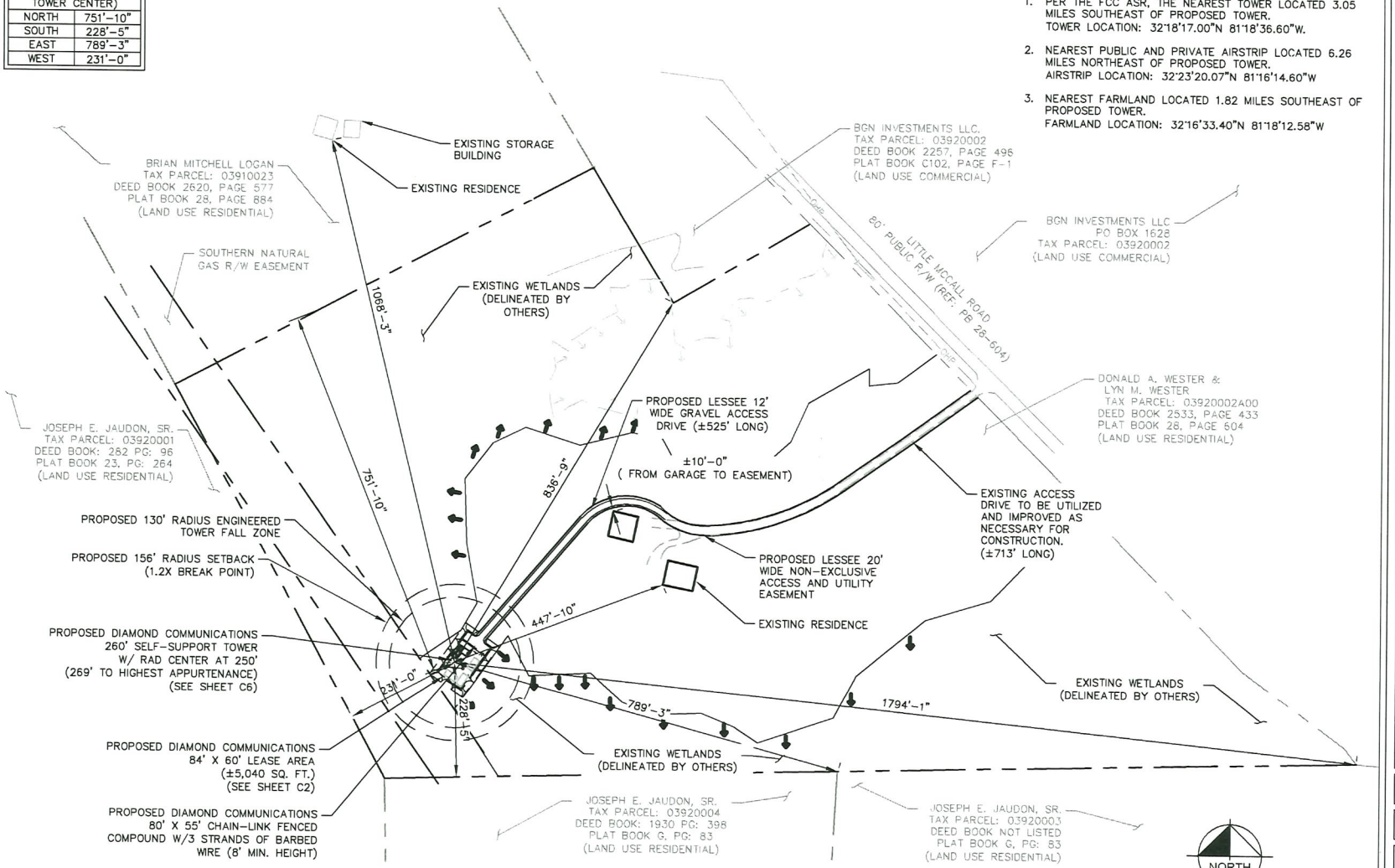
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	751'-10"
SOUTH	228'-5"
EAST	789'-3"
WEST	231'-0"

NOTE:
1. PER THE FCC ASR, THE NEAREST TOWER LOCATED 3.05 MILES SOUTHEAST OF PROPOSED TOWER.
   TOWER LOCATION: 32°18'17.00"N 81°18'36.60"W.
2. NEAREST PUBLIC AND PRIVATE AIRSTRIP LOCATED 6.26 MILES NORTHEAST OF PROPOSED TOWER.
   AIRSTRIP LOCATION: 32°23'20.07"N 81°16'14.60"W
3. NEAREST FARMLAND LOCATED 1.82 MILES SOUTHEAST OF PROPOSED TOWER.
   FARMLAND LOCATION: 32°16'33.40"N 81°18'12.58"W



SURVEY NOTE:
1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 09/20/2021.

1 / C1 OVERALL PARCEL PLAN
SCALE: 1" = 200'

Diamond Communications LLC

PROJECT INFORMATION:
SITE NAME: EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA, 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4260
WWW.KIMLEY-HORN.COM

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LICENSER:
GEORGIA REGISTERED No. PE043808 PROFESSIONAL ENGINEER DAVID RAINEY COLLINS 1/11/22

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: OVERALL PARCEL PLAN

SHEET NUMBER: C1

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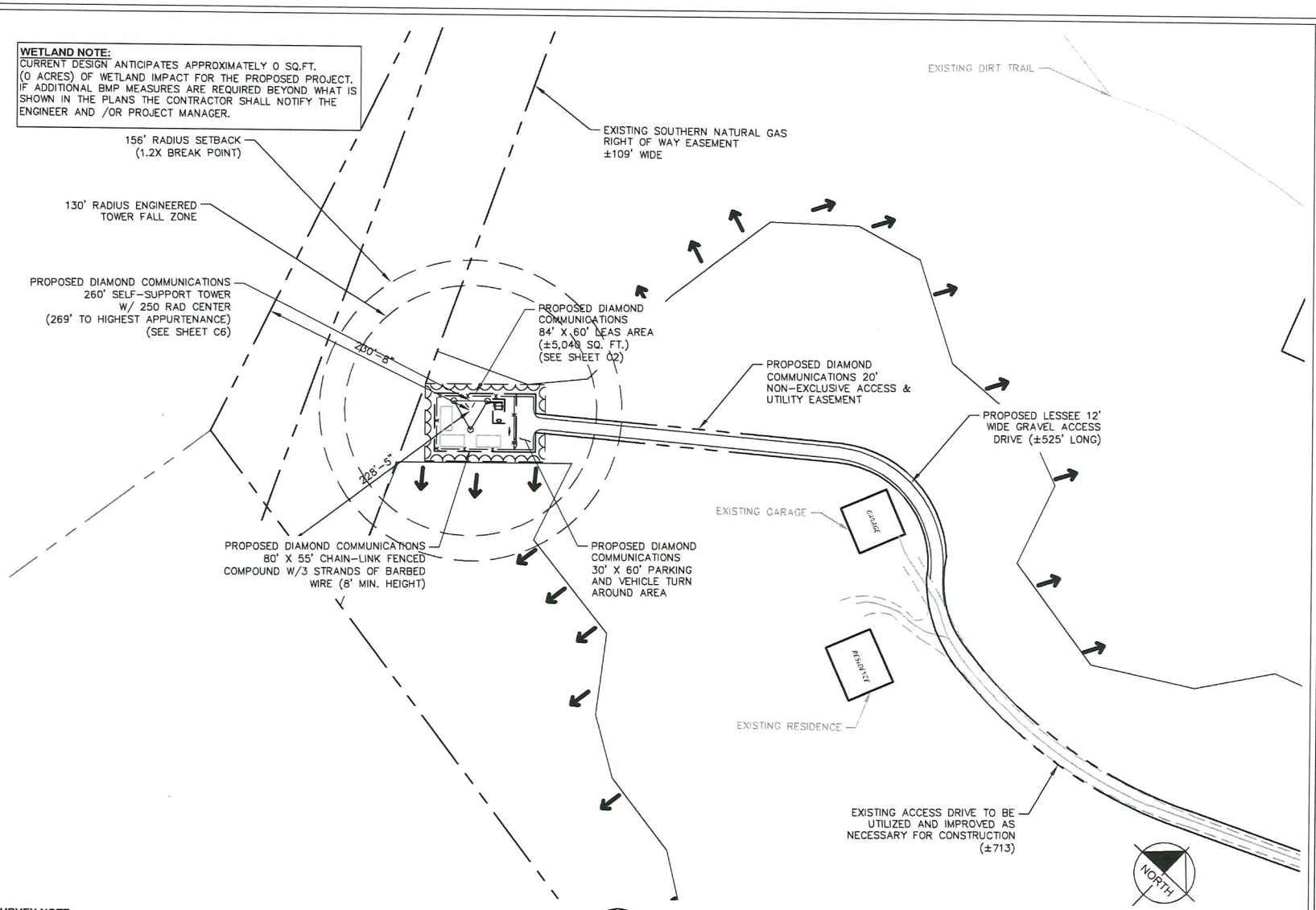
WETLAND NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 0 SQ.FT. (0 ACRES) OF WETLAND IMPACT FOR THE PROPOSED PROJECT. IF ADDITIONAL BMP MEASURES ARE REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND /OR PROJECT MANAGER.



SURVEY NOTE:
1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 10/22/2020.

1 / C1.1 OVERALL SITE PLAN
SCALE: 1" = 100'

0 50 100 200
GRAPHIC SCALE: 1" = 100'

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA. 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE043608 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS
1/11/22

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C1.1

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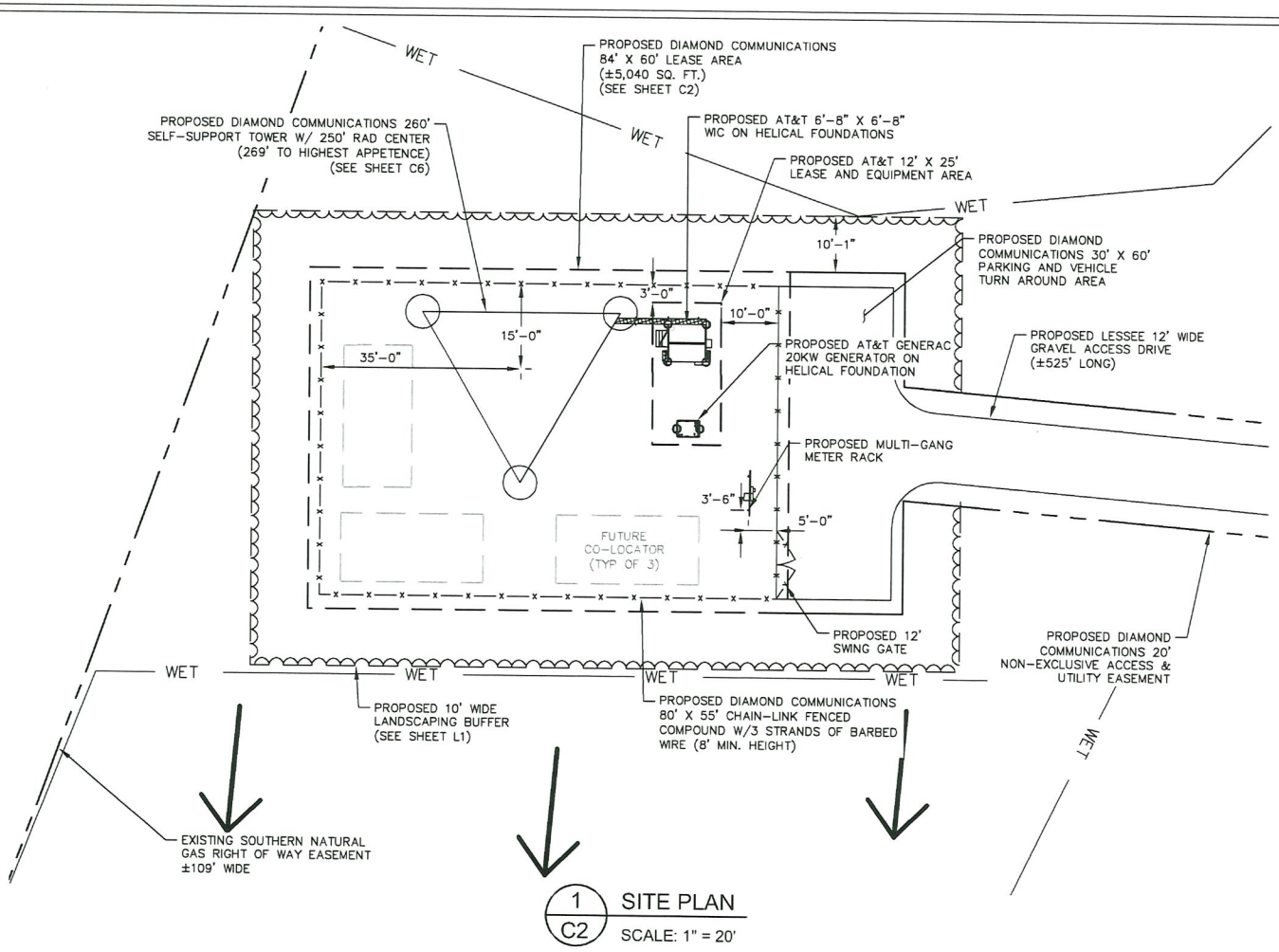

1 / C2 SITE PLAN

SCALE: 1" = 20'

SITE NOTES:

1. DIAMOND COMMUNICATIONSS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS, LLC DATED 09/20/2021 AND SITE VISIT ON 10/22/2020.
3. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM DIAMOND COMMUNICATIONSS CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
4. SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13103C0270E DATED 03/16/2015 WITHIN FLOOD ZONE X.

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE048908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 11/18/21

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: SITE PLAN

SHEET NUMBER: C2

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3883633903
PARTICIPANT ID

BK:28 PG:604-604

P2019000139

FILED IN OFFICE
CLERK OF COURT
07/02/2019 03:55 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

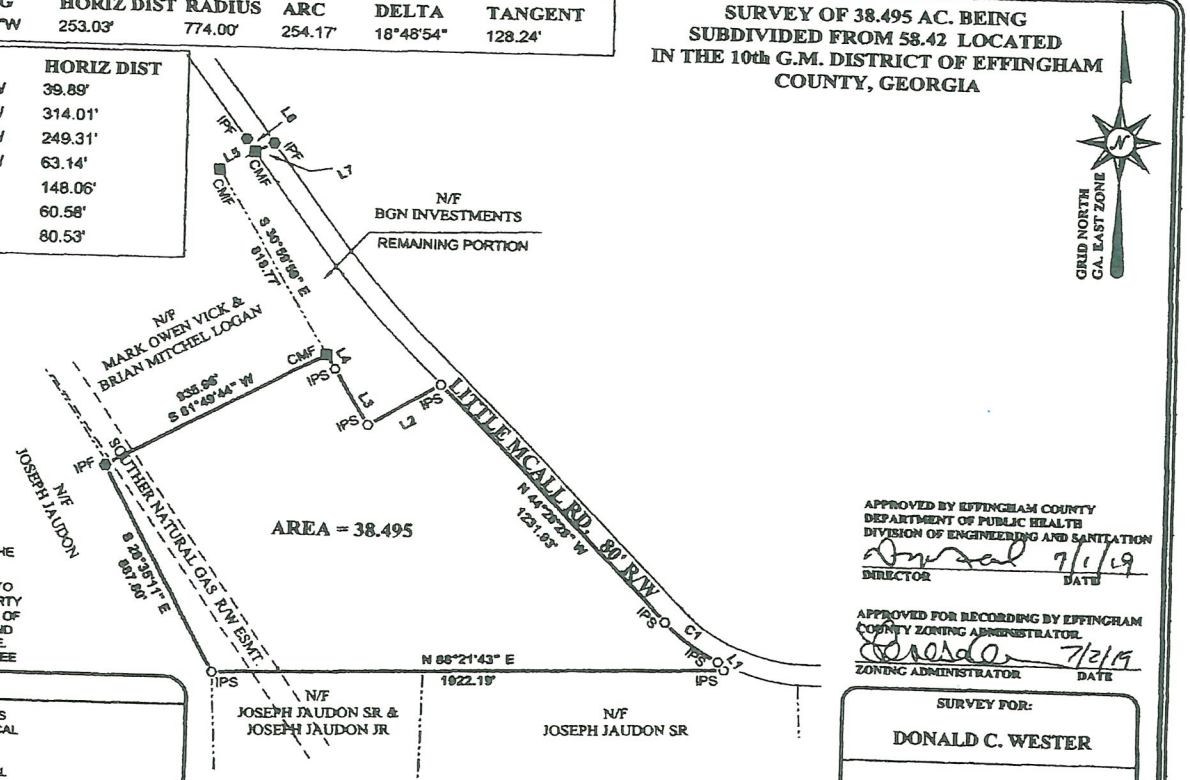
Elizabeth Z. Hursey

RESERVED FOR THE CLERK OF COURT

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N53°52'55"W	253.03'	774.00'	254.17'	18°48'54"	128.24'

LINE	BEARING	HORIZ DIST
L1	N36°10'58"W	39.89'
L2	S59°00'01"W	314.01'
L3	N30°59'59"W	249.31'
L4	N30°59'59"W	63.14'
L5	N62°08'16"E	148.06'
L6	S35°54'24"E	60.58'
L7	N62°09'22"E	80.53'

SURVEY OF 38.495 AC. BEING SUBDIVIDED FROM 58.42 LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA



1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL STATION, SOKKIA GRX2, AND A TESLA DATA COLLECTOR.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978".
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSION, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN.THE CERTIFICATION, AS SHOWN HEREON,IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT A EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER 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.C.A. SECTION 15-6-67

WILLIAM MARK GLISSON RLS #3316 — DATE 6/25/2019

GRAPHIC SCALE 1" = 400'
400' 0 400' 800'

GEORGIA REGISTERED 3316 WILLIAM M. GLISSON LAND SURVEYOR
STATE OF GEORGIA

APPROVED BY EFFINGHAM COUNTY
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ENGINEERING AND SANITATION
DIRECTOR — DATE 7/1/19

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
ZONING ADMINISTRATOR — DATE 7/2/19

REFERENCES:
1. PL BK C102 PG F1
2. PL BK B PG 1738

PREPARED BY:
GLISSON LAND SURVEYING
WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 21964
377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEY FOR:
DONALD C. WESTER

COUNTY: EFFINGHAM STATE: GEORGIA

GMD: 10TH SUBD:

DATE: 06/19/2019 SCALE: 1" = 400'

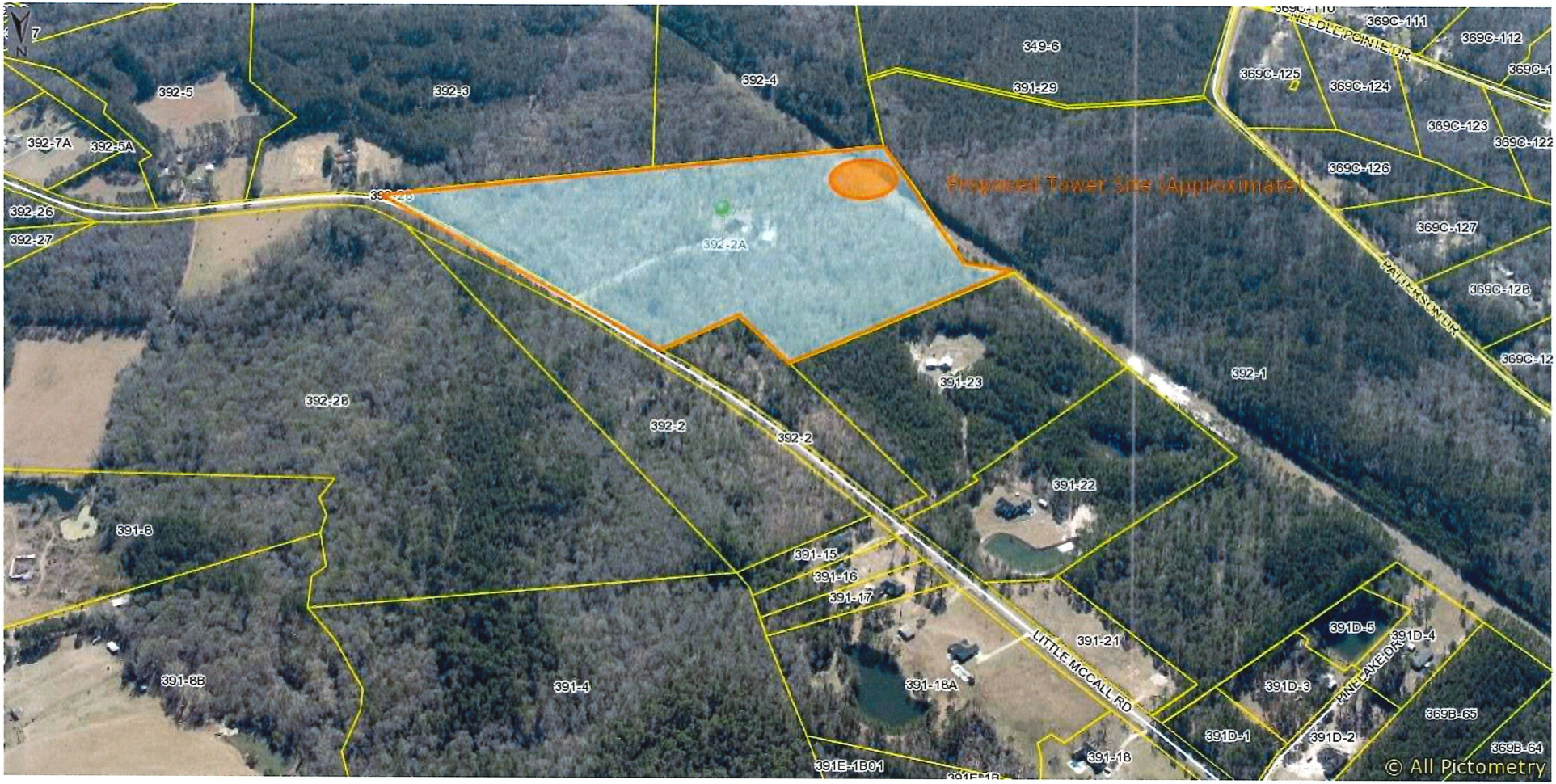
FILE NUMBER: #19143

TOTAL AREA: = 38.495 AC. LOT:

FIELD SURVEY DATE: 02/25/2019

Traverse PC

2800 LITTLE MCCALL



2800 LITTLE MCCALL

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

20 Jan, 2022

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DB

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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 **Jonathan L. Yates as Agent for Donald A. Wester & Lyn M. Wester – (Map # 392 Parcel # 2A)** from **R-1** 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 **Jonathan L. Yates as Agent for Donald A. Wester & Lyn M. Wester – (Map # 392 Parcel # 2A)** from **R-1** to **AR-1** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

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CHECK LIST: AZ

The Effingham County Planning Commission recommends:

APPROVAL✓ DISAPPROVAL_____

Of the rezoning request by applicant **Jonathan L. Yates as Agent for Donald A. Wester & Lyn M. Wester – (Map # 392 Parcel # 2A)** from **R-1** to **AR-1** zoning.

Yes No ✓ 1. Is this proposal inconsistent with the county's master plan?

Yes No ✓ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ✓ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ✓ 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ✓ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ✓ 7. Are nearby residents opposed to the proposed zoning change?

Yes No ✓ 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL_____

Of the rezoning request by applicant **Jonathan L. Yates as Agent for Donald A. Wester & Lyn M. Wester – (Map # 392 Parcel # 2A)** from **R-1** 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?

Approved

BKS. 3/21/22.

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** request to **rezone** 38.495 acres from **R-1** to **AR-1** to allow for a telecommunications tower. Located at 2800 Little McCall Road. **Map# 392 Parcel# 2A**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 38.495 acres from **R-1** to **AR-1** to allow for a telecommunications tower, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to sections 5.1.2.11 (AR-1) and 14-133(3) Telecommunications Regulations, guyed or lattice towers are permitted in AR-1 as a conditional use, in accordance with the provisions of Article VII - Planning Board (sec. 7.1.6).
- The parcel was part of a 58.43-acre tract rezoned to R-1 in 2006 for The Cottages, a residential subdivision that has not been developed. The 38.495 acres was subdivided in 2019. A house has been constructed in the center of the property.
- The owners wish to enter into a lease agreement for a telecommunications tower. Therefore, they must rezone the parcel to AR-1.
- Due to wetlands coverage, the parcel is unlikely to be further subdivided, and is not suitable for additional development.
- At the March 21 Planning Board meeting, Brad Smith made a motion to approve the request to **rezone** 38.495 acres from **R-1** to **AR-1**, with the following conditions:

    1. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve request to **rezone** 38.495 acres from **R-1** to **AR-1,** with the following conditions:
    1. The lot shall meet the requirements of the AR-1 zoning district.
2. Deny the request to **rezone** 38.495 acres from **R-1** 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. 392-2A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 392-2A

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 JONATHAN YATES AS AGENT FOR DONALD A. & LYN M. WESTER has filed an application to rezone thirty-eight and forty-nine hundredth (38.49) +/- acres; from R-1 to AR-1 to allow for a telecommunications tower; map and parcel number 392-2A, located in the 4th commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT thirty-eight and forty-nine hundredth (38.49) +/- acres; map and parcel number 392-2A, located in the 4th commissioner district is rezoned from R-1 to AR-1, with the following condition:

1. 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: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** requests a **conditional use** to allow for a telecommunications tower. Located at 2800 Little McCall Road, zoned **R-1** proposed zoning **AR-1**. **Map# 392 Parcel# 2A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to allow for a telecommunications tower in AR-1, with conditions.

Executive Summary/Background

- Section 14-133(3) Telecommunications Regulations, permits lattice towers in AR-1 as a conditional use.
- Pursuant to section 5.1.2.11, telecommunications towers may be permitted in AR-1, in accordance with the provisions of section 7.1.6 on a conditional basis:
  - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*
    The proposed 260' tower site is on a 38.495-acre parcel, set back ~1,200' from Little McCall Rd.
  - *Physical and environmental effects;*
    The tower is FAA-approved.
  - *Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.*
    The tower site meets all county requirements. Applicant proposes to plant 32 Southern Magnolia along the lease area fence line in a 10' wide landscaping buffer.
- The applicant's objectives are to serve the surrounding area by providing effective and essential wireless infrastructure. There are no known antenna structures within a three-mile radius. The proposed tower will support three additional providers, and will be located ~228' from property line, which is ~128' more than required (sec. 14-134(b)(6)). The break point is 130'; the fall zone is 156' (1.2 X breakpoint).
- Pursuant to sec. 14-134(i)(2), *towers may be located on sites containing another principal use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent of the tower height or 25 feet.*
- The proposed tower will be located 447' from the residence on the parcel, at least 228' from the nearest property boundary, and over 1,000' from existing residences in neighboring parcels.
- At the March 21 Planning Board meeting, Brad Smith made a motion to approve the request for a **conditional use** to allow for a telecommunications tower in AR-1, with the following conditions:

  1. The lease area will be shown on a plat, which will be reviewed by Development Services.
  2. The tower site shall meet the requirements of Article V - Telecommunications Regulations.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. Approve request for **conditional use** to allow for a telecommunications tower in the AR-1 zoning district, with the following conditions:

1. The lease area will be shown on a plat, which will be reviewed by Development Services.
2. The tower site shall meet the requirements of Article V - Telecommunications Regulations.

2. Deny the request for **conditional use** to allow for a telecommunications tower in the AR-1 zoning district.

Recommended Alternative: 1 **Other Alternatives:** 2
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Conditional Use application 2. Deed 3. Aerial photograph

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 01-13-22

Applicant/Agent: Jonathan L. Yates

Applicant Email Address: jly@hellmanyates.com

Phone # 843-414-9754

Applicant Mailing Address: 105 Broad Street, Third Floor

City: Charleston State: SC Zip Code: 29401

Property Owner, if different from above: Donald A. Wester and Lyn M. Wester

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): N/A

Phone # 912-675-4624

Owner's Mailing Address: P.O. Box 1389

City: Springfield State: GA Zip Code: 31329

Property Location: 2800 Little McCall Road Springfield, GA 31329

Present Zoning of Property R-1 Tax Map-Parcel # 0392000A00 Total Acres 38.495

CONDITIONAL USE REQUESTED:

_____ **Section 3.15A – Residential Business**
See Section 3.15A for requirements

_____ **Section 3.15B – Rural Business**
See Section 3.15B for requirements

X **OTHER** (provide relevant section of code): Communications tower pursuant to Section 14-131 through 14-144.

Reason: We are requesting a communications tower and related facility to allow AT&T and at least three additional broadband carriers to provide adequate coverage and capacity for wireless voice and broadband to this part of Effingham County.

How does request meet criteria of Section 7.1.6 (see Attachment C): Please see attached narrative and exhibits.

Applicant Signature: _____ Date 01·13·22

Rev 05052021

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date June 27, 2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2533 page 433.

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

Owner's signature _____

Print Name Donald Wester

Owner's signature _____

Print Name Lyn Wester

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 10 day of December, 20 21.

Cassie Sikes
Notary Public, State of Georgia

CASSIE SIKES NOTARY PUBLIC CHATHAM COUNTY, GA Comm. Exp. 08/08/25

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Jonathan L. Yates for Diamond Communications LLC

Applicant/Agent Address: 105 Broad Street, 3rd Floor

City: Charleston State: SC Zip Code: 29401

Phone: (843) 414-9754 Email: JLC@hellmanyates.com

Owner's signature D Wester Lyn M. Wester

Print Name Donald & Lyn Wester

Personally appeared before me Donald Wester Lyn Wester (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 10 day of December, 20 21.

Cassie Sikes
Notary Public, State of Georgia

CASSIE SIKES NOTARY PUBLIC Comm. Exp. 08/08/25 CHATHAM COUNTY, GA

DOC# 005575
FILED IN OFFICE
7/3/2019 04:43 PM
BK:2533 PG:433-434
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY
REAL ESTATE TRANSFER
TAX PAID: $59.00

PT-61 051-2019-001839

Return Recorded Document to:
The Ratchford Firm
1575 Highway 21 South
Springfield, GA 31329

Our File #: 19-306

WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this **27th** day of **June, 2019**, between **BGN Investments, LLC,** a limited liability company organized and existing in the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Donald A. Wester and Lyn M. Wester**, as joint tenants with survivorship and not as tenants in common, as parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 38.495 acres, more or less, that is shown and more particularly described by the plat of survey entitled "Survey of 38.495 AC being subdivided from 58.42 located in the 10th G.M. District of Effingham County, Georgia", made by William Mark Glisson, R.L.S. #3316, dated June 19, 2019, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Slide 604, which is incorporated into this description by specific reference thereto.

This being a portion of the same property conveyed by Acorn 6B Little McCall Road Real Estate, LLC to BGN Investments, LLC as evidenced by that certain Limited Warranty Deed dated August 22, 2014 and recorded in Deed Book 2257, page 496, aforesaid records.

SUBJECT TO that certain Southern Natural Gas Right of Way Easement as shown on the above referenced plat.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has hereunto set it's hand and seal this day and year first above written.

Signed this 27th day of June, 2019
in the presence of:

BGN Investments, LLC

Catherine J. Jones
Unofficial Witness

BY: _____
Wilson H. Burns, Member

_____
Notary Public

My commission expires 2/18/23

(Notary Public affix seal)

WARREN E. RAYCRAFORD NOTARY PUBLIC Comm. Exp. 02/18/23 MCINTOSH COUNTY, GA

HELLMAN YATES

ATTORNEYS AND COUNSELORS AT LAW

JONATHAN L. YATES
DIRECT VOICE 843 414-9754
JLY@HELLMANYATES.COM

HELLMAN YATES, PA
105 BROAD STREET, THIRD FLOOR
CHARLESTON, SOUTH CAROLINA 29401
V 843 266-9099
F 843 266-9188

January 13, 22

VIA FEDERAL EXPRESS

Teresa Concannon
Planning & Zoning Manager
Effingham County Planning & Engineering
804 S. Laurel Street,
Springfield, GA 31329
(912) 754-2105

Re: Diamond Communications LLC- Site Name: Effingham- Site Address: 2800 Little McCall Road, Springfield, GA 31329 (TMS # 03920002A00)- Telecommunications Facility Application

Dear Ms. Concannon,

Enclosed, please find the application of Diamond Communications LLC for a proposed 260-foot self-support wireless telecommunication facility to be built for AT&T and at least three (3) wireless broadband carriers. The proposed facility will be on the property of Donald and Lyn Wester, which is located at 2800 Little McCall Road, Springfield, GA 31329, and is designated as Effingham County tax parcel number 03920002A00. This is a very important facility to improve coverage for both voice and advanced data in this section of Effingham County. We are also requesting the rezoning of Donald and Lynn Wester's property from R-1 to AR-1. In addition, we are seeking a variance for the setback from the communication facility to the Wester's home on the property. We have taken the liberty of recasting the relevant sections of the Effingham County Code with our answer to the relevant section in bold beneath. As will be evident from a review of the attached, Diamond Communications LLC and ATT&T have not only met, but also have exceeded, all necessary requirements for approval under the Effingham County Tower Regulations, except for the setback to the Wester's home, for which we are requesting a variance.

Section 14-134.- Development Standards

(a) Structural design. New communication towers and increasing size or height to existing towers shall be constructed in accordance with all applicable building codes, and shall meet or exceed current standards and regulations of all applicable federal, state and local authorities.

(1) Maintenance. To ensure the structural integrity of communication towers, the owner of a communication tower shall be in compliance with all applicable local, state and federal maintenance standards for communication towers.

Diamond and AT&T will always be in compliance with all applicable local, state, and federal maintenance standard for communication towers. Please see the letter of Tom Waniewski of Diamond attached hereto as Exhibit "14" and incorporated herein by reference.

(b) Setbacks and separations. Telecommunications facilities shall comply with the following standards. However, existing alternative tower structures which are conforming uses within the zoning district in which they are located are exempted from the minimum setback and separation requirements of this section.

(1) Communication tower setbacks must be located at a minimum horizontal distance of 1.2 times the length of the complete tower including the highest antenna, measured from the bottom of the tower to the very top of the highest antenna to an existing structure or property line, or in case of a break- away monopole tower, the setback distance shall be 1.2 times the length of the break-away portion of the monopole type tower. Towers placed inside a Subdivision, within 750 feet of residence, shall only be a "monopole type tower" or a camouflaged monopole type tower, to blend in with a building or similar or "monopole tree tower" that will blend in with the trees in a forested area.

(2) Guyed and latticed towers shall be a minimum distance of 1,000 feet from any residential structure or public use, excluding street rights-of-way and public access easements.

(3) Guy wires with support anchors are required to meet all setback requirements. Support anchors for guy wires must be protected with a concrete abutment, two feet by two feet and at a height of two feet above the finish grade and depth of two feet below the ground surface or similar approved by the county engineer.

(4) Except as otherwise specified in this article, all telecommunications towers and accessory structures and uses shall comply with development setbacks as required by the zoning district in which the tower is to be located.

(5) Telecommunications towers shall not be permitted within a 1,000-foot radius of another telecommunications tower except within tower farms.

(6) Telecommunications towers shall be set back not less than 100 feet from any property line adjacent to a right-of-way or approved access easement.

(7) Building height limitations in the zoning districts in which a telecommunications facility or alternative tower structure is located shall not apply to such facilities and structures; provided, however, sound engineering evidence must demonstrate that proposed tower height is the minimum necessary to achieve parity.

The Applicant accepts and acknowledges this provision. Please see Sheet C1 of the site plan and drawings by Georgia Professional Engineer David Rainey Cousins attached hereto as Exhibit "1" and incorporated herein by

reference, which shows the setback for the proposed facility. The closest off property residential structure is 1068 ft to the North on the property of Brian Mitchell Logan. The facility is proposed to be 447 ft. from the Wester's house for which we are requesting a variance. The nearest existing property line is more than 228 ft. away from the proposed facility. Furthermore, as shown in Note #1 on Sheet C-1 in Exhibit "1", the nearest existing tower is 3.05 miles away from the proposed facility.

(c) Regulatory compliance

(1) All towers and antennae must meet or exceed current standards and regulations as set forth by the FAA, the FCC and any other agency of the state or federal government with the authority to regulate communication towers and antennae. If said standards and regulations are modified then the owners of the communication towers and antennae governed by this article shall bring such communications towers and antennae into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency.

Please see the FAA Notices of Proposed Construction or Alteration – Off-Airport, attached hereto as Exhibit "4" and incorporated herein by reference. Additionally, please see AT&T's FCC Licenses, attached hereto as Exhibit "5" and incorporated herein by reference. Finally, please see the FCC Antenna Structure Registration application, attached hereto as Exhibit "6" and incorporated herein by reference.

(2) Tower owners shall provide documentation showing that each communication tower is in compliance with all federal and state requirements. Evidence of compliance must be submitted every 12 months.

The Applicant accepts and acknowledges this provision. In addition, please see the Regulatory Compliance Letter by Tom Waniewski of Diamond Communications LLC, attached hereto as Exhibit "9" and incorporated herein by reference.

(d) Security. A chain link fence or wall not less than eight feet in height, from finished grade equipped with an appropriate anti-climbing device shall be provided around each communication tower, or the communication center. Access to the tower(s) shall be through a locked gate. Damaged fencing must be repaired or replaced within 30 days from when the damage occurred.

The proposed guyed-style wireless communications facility will be enclosed in a fenced area of 80 ft. by 55 ft. as shown on Sheet C-1.1 of Exhibit "1" and will be appropriately secured by a chain link fence with a height of eight feet, topped with three strands of barbed wires as an anti-climbing device for an overall fence height of nine feet as shown on Sheet C3 of Exhibit "1".

(e) Lighting. No illumination is permitted on an antenna or tower unless required by the FCC, FAA, or other state or federal agency of competent jurisdiction in which case the administrator

may review the available lighting alternatives and approve the design that would cause the least disturbance.

The FAA will require illumination and Diamond will deploy a state of the art lighting system, incorporating a downward deflection device that will cause the least disturbance to the surrounding area.

(f) Signs and advertising. Neither the tower nor the tower site shall be used for advertising purposes nor contain any signs for the purpose of advertising. A small sign may be placed on the entrance gate not to exceed four square feet in total area. All signage must be in accordance with Effingham County Ordinances.

Signs for the purpose of identification, warning, emergency function, and contact will be placed as required by applicable state and federal law. Examples of such signs and other signs required by the FCC can be found on Sheet C5 of Exhibit "1". There will be no advertising signage on the proposed facility.

(g) Visual impact.

(1) Communication towers shall follow FAA painting requirements or FAA published standards for finish color.

(2) Towers shall be the minimum height necessary to provide parity with existing similar tower supported antenna, and shall be freestanding where the negative visual effects are less than would be created by use of a guyed tower.

As shown on Sheet C6 of Exhibit "1", the proposed tower will incorporated a self-support design. Building and relating structures shall be finished in a neutral color that will blend the tower facility with its natural setting. Furthermore, the tower will maintain a galvanized steel finish, which quickly weather to a dull gray patina, which is non-reflective and emits no glare. All FAA requirements will be followed by Diamond and ATT&T at all times.

(h) Landscaping. Landscaping shall be used to screen the view of the tower compound from adjacent public ways, public property, and residential property and shall consist of the following:

(1) A landscaped buffer area a minimum of ten feet in width shall be maintained around the exterior of the security fencing.

(2) The buffer area is to consist of materials of the evergreen variety which can be expected to grow to form a continuous hedge of at least five feet in height within two years of planting.

(3) Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that which was lost.

(4) Trees and scrubs in the vicinity of the guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys, should they be uprooted, and

shall not obscure visibility of the anchor from the transmission building or security facilities and staff/maintenance.

(5) In lieu of these standards, the administrator may allow use of an alternate detailed plan for landscape and screening, however, such plans must be prepared by a registered landscape architect and satisfy the requirements of this subsection, except cases in which lesser requirements are desirable for adequate visibility for security purposes and/or for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries, and tree farms. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the administrator.

As shown on Sheet L-1 of Exhibit "1", Diamond will plant 32 southern magnolias along the fence line in a 10 ft. wide landscaping buffer.

(i) Principal, accessory, and joint uses.

(1) Accessory structures used in direct support of a tower shall be allowed but not used for offices, vehicle storage, or other outdoor usage. Mobile or immobile equipment not used in direct support of a tower facility shall not be stored or parked on the tower site, unless repairs to the tower and/or related equipment are being made.

(2) Towers may be located on sites containing another principle use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent of the tower height or 25 feet and for a guy tower the greater of 100 percent breakpoint or 25 feet. If applicant's engineer certifies, a fall zone or separation greater than listed above, the engineer's specification governs. The aforementioned separation requirements are required to assure compatibility of land uses and to provide for the health, safety, and welfare of individuals and structures occupying the same site.

(3) Joint use of a site is prohibited when a proposed or existing principal use includes the storage, distribution, or sale of volatile, flammable, explosive, or hazardous materials, including, but not limited to, propane, gasoline, natural gas, and dangerous chemicals.

The Applicant accepts and acknowledges these provisions. Please see Sheet C1 of Exhibit "1", which shows compliance with the setback regulations. In addition, please see the Fall Zone Certification certified by Georgia Professional Engineer Amy R. Herbst, attached hereto as Exhibit "7" and incorporated herein by reference.

(j) Historic sites. Telecommunications facilities shall not be attached to the facade or parapet of any architecturally or historically significant building or structure located in a recognized historical area. Antennae shall be permitted only on rooftops of buildings and structures a minimum of 50 feet in height, provided that such attachments shall not be visible from adjacent pedestrian walkways or streets, do not adversely impact the structural integrity or significance of the building or structure, and so long as the addition of said antenna adds no more than 20 feet to the height of the structure.

This provision is not applicable, as the applicant is proposing a new standalone wireless communications facility and not one attached to any building or structure, in a recognized historical area or otherwise.

(k) Adherence to FAA regulations. The passage of the ordinance from which this article derives requires adherence to Part 77 of the Federal Aviation Regulations and that all placement of towers and antennae must be approved by the FAA before a building permit or placement is allowed. This approval is generally granted by the completion of form "FAA Form 7460-1 Notice of Proposed Construction or Alteration" or its equivalent.

Please see Exhibit "4" for the FAA Notice of Proposed Construction or Alteration – Off Airport.

Sec. 14-135. - Shared use/colocation.

New telecommunications tower sites shall be developed with the capacity to provide shared use or colocation among two or more providers. New telecommunications towers designed for multiple providers shall be encouraged.

(1) Applicants for new telecommunications tower construction shall document specified intent to permit the shared use/colocation of such facilities with the apparatus/equipment of other commercial wireless telecommunications providers. All applicants shall identify how the applicant will make available such shared use/colocation of the tower and site, including the identification of space suitable for additional equipment.

Please see the Collocation Policy Letter by Tom Waniewski of Diamond Communications, attached hereto as Exhibit "8" and incorporated herein by reference.

(2) Applicants for telecommunications towers in locations where there is not technically available space for colocation or shared use shall demonstrate in writing to the development services department that no existing tower or alternative tower structure can accommodate the proposed antenna. Evidence submitted to demonstrate that no existing tower or alternative tower structure can accommodate the proposed antenna shall consist of any of the following documentation:

1. No existing telecommunications facilities or alternative tower structures are located within the geographic area necessary to meet the applicant's engineering requirements.
2. Existing telecommunications facilities or alternative tower structures have insufficient height and cannot be modified to accommodate the applicant's engineering requirements.
3. Existing telecommunications facilities or alternative tower structures do not possess sufficient structural integrity or strength and cannot be modified in such a manner that would support the proposed antenna and related equipment.
4. The proposed antenna would cause interference with the antennae on the existing tower or alternative tower structure, or the antennae on the existing tower or alternative tower structure would cause interference with the applicant's proposed antenna.

Please see the Alternative Candidate Analysis by Tom Waniewski of Diamond Communications, attached hereto as Exhibit "10" and incorporated herein by reference.

(3) Applicants for telecommunications towers in locations where there is not financially feasible available space for shared use/colocation shall demonstrate in writing to the development services department that the fees, costs, or contractual provisions required by the owner in order to share an existing tower or alternative tower structure or to adapt an existing tower or alternative tower structure for shared use/colocation exceed 60 percent of the cost of construction of a new telecommunications tower.

Please see the Alternative Candidate Analysis by Tom Waniewski of Diamond Communications in Exhibit "10".

(4) Alternative tower structure (accessory use). The construction of a tower as an accessory use to a principal use (alternative tower structure) in a zoning district not permitting wireless telecommunications towers shall comply with the following:

a. Written documentation shall be provided explaining the need for such tower, how the proposed tower relates to the primary purpose and function of the principal use and identifying the location of the alternative tower structure's antenna on the proposed tower.

b. The accessory tower shall be maintained for the needs of the alternative tower structure. An accessory tower use shall not be exclusively used for the leasing of space to commercial interests.

c. The principal use (alternative tower structure) and the accessory tower shall be under the same ownership.

d. The construction of accessory towers for leasing to commercial interests shall be prohibited on properties where the alternative tower structure is scheduled to be closed or changed into a use that would not permit antenna placement.

e. Such accessory towers shall be monopoles not exceeding height recommendations stated in the applicant's engineering requirements.

The Applicant accepts and acknowledges these provisions.

Sec. 14-139. Removal of antennae and towers.

A. Any telecommunications facility found not to be in compliance with these regulations or found to constitute a danger to persons or property, shall, upon notice, be brought into compliance or removed within 90 days. Any tower or antenna that is not in use for 12 consecutive months shall be considered abandoned and the owner of such tower or antenna shall remove the same within 90 days of receipt of notice from the administrator. Owners of telecommunications towers shall provide the administrator with a copy of any notice to the FCC concerning the intent to cease operations. The copy shall be given to the administrator at the same time that such notice is submitted to the FCC.

B. If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the owner first must apply for and receive all applicable permits and meet all conditions of this article as if such tower were a new tower or antenna.

The Applicant accepts and acknowledges these provisions. Please see the Tower Removal Letter by Tom Waniewski of Diamond Communications, attached hereto as Exhibit "15" and incorporated herein by reference.

In addition, please find the following items in support of this conditional use application: Site Survey, attached hereto as Exhibit "2" and incorporated herein by reference; Structural Design Drawings, attached hereto as Exhibit "3" and incorporated herein by reference; Warranty Deed, attached hereto as Exhibit "11" and incorporated herein by reference; Recorded Plat, attached hereto as Exhibit "12" and incorporated herein by reference; Existing Inventory Letter, attached hereto as Exhibit "13" and incorporated herein by reference; and List of Adjacent Property Owners within 200 ft., attached hereto as Exhibit "16" and incorporated herein by reference.

The request for a variance is necessary due to the unique topography of the Wester property, which includes large areas of wetlands. The strategic placement of the proposed facility on the 38-acre Wester property is consistent with the character of the surrounding area and will have minimal visual impact on adjacent properties due to the incredible heavy and mature tree cover on the Wester property. The purpose of the proposed facility is to provide effective and essential wireless infrastructure to this part of the county, which is consistent with the purpose and intent of Effingham County's regulations for telecommunication towers. By providing this necessary service from this location on the Wester property, the proposed facility will not be detrimental in any way to existing or proposed land uses in the vicinity and will serve the public purposes of the Effingham County ordinance. The proposed facility has been designed for AT&T and colocation by at least three additional broadband carriers. We have fully met all other requirements of the ordinance.

With warmest regards, I am

Yours very truly,

Jonathan L. Yates

JLY:jlc
Enclosures

Exhibit 1

WETLAND NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 0 SQ.FT. (0 ACRES) OF WETLAND IMPACT FOR THE PROPOSED PROJECT. IF ADDITIONAL BMP MEASURES ARE REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND /OR PROJECT MANAGER.

Diamond

at&t

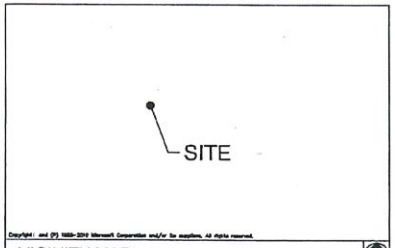
EFFINGHAM

SITE ADDRESS (E-911 TBD)

2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY
LATITUDE: 32° 18' 17.03" N
LONGITUDE: 81° 18' 36.59" W
TAX/PID #: 03920002A00
ZONING: R-1
AT&T SITE ID: GSL00485
AT&T FA #: 10153554
DIAMOND SITE #: GA150

SPRINGFIELD POLICE DEPARTMENT
130 LAUREL STREET
SPRINGFIELD, GA 31329
PHONE: (912) 754-3061
ATTN.: CUSTOMER SERVICE

EFFINGHAM COUNTY FIRE STATION#4
139 RECYCLE WAY
GUYTON, GA 31312
PHONE: (912) 754-8888
ATTN.: CUSTOMER SERVICE



VICINITY MAP

FROM DIAMOND COMMUNICATIONS OFFICE: EAD SOUTHWEST TOWARD NJ-124 E/MORRIS TURNPIKE 154 FT; TURN LEFT ONTO NJ-124 E/MORRIS TURNPIKE. CONTINUE TO FOLLOW NJ-124 E 1.7 MI; CONTINUE ONTO NJ-82 E/MORRIS AVE 1.5 MI; TURN RIGHT ONTO ELMWOOD AVE 0.6 MI; ELMWOOD AVE TURNS RIGHT AND BECOMES STUYVESANT AVE 0.2 MI; STUYVESANT AVE TURNS SLIGHTLY LEFT AND BECOMES CHESTNUT ST 0.1 MI; TURN RIGHT TO MERGE ONTO GARDEN STATE PKWY 0.2 MI; MERGE ONTO GARDEN STATE PKWY 11.0 MI; USE THE 2ND FROM THE RIGHT LANE TO TAKE EXIT 129 FOR I-95/US-9/N.J. TURNPIKE TOWARD NJ-440/I-287/WOODBRIDGE/PERTH AMBOY/DEL. MEMORIAL BRIDGE 0.3 MI; KEEP LEFT, FOLLOW SIGNS FOR NEW JERSEY TURNPIKE S 0.8 MI; KEEP LEFT AT THE FORK AND MERGE ONTO I-95 S 39.6 MI; CONTINUE ONTO NJ TPKE S 48.8 MI; KEEP LEFT AT THE FORK 0.5 MI; MERGE ONTO NJ TPKE S 1.5 MI; CONTINUE ONTO US-40 W/NJ TPKE S 0.5 MI; MERGE ONTO I-295 S 6.7 MI; MERGE ONTO I-95 S 8.8 MI; KEEP LEFT AT THE FORK TO STAY ON I-95 S 55.1 MI; KEEP LEFT TO STAY ON I-95 S 28.7 MI; USE THE RIGHT 2 LANES TO TAKE EXIT 27 W TO MERGE ONTO I-495 W TOWARD SILVER SPRING 18.5 MI; USE THE LEFT LANE TO TAKE THE I-495 S EXIT 0.2 MI; CONTINUE ONTO 495 EXPRESS LANES/CAPITAL BELTWAY OUTER LOOP/INTERSTATE 495 HIGH OCCUPANCY TOLL 10.2 MI; 495 EXPRESS LANES/CAPITAL BELTWAY OUTER LOOP/INTERSTATE 495 HIGH OCCUPANCY TOLL TURNS SLIGHTLY LEFT AND BECOMES I-495 S/CAPITAL BELTWAY OUTER LOOP 1.1 MI; USE THE RIGHT 3 LANES TO TAKE EXIT 57A TOWARD VA-644 1.1 MI; MERGE ONTO I-395 S 0.3 MI; MERGE ONTO I-95 S 84.2 MI; CONTINUE STRAIGHT TO STAY ON I-95 S 212 MI; KEEP LEFT AT THE FORK TO STAY ON I-95 S 258 MI; TAKE EXIT 109 TO MERGE ONTO GA-21 N/GA-30 W/AUGUSTA RD 0.4 MI;MERGE ONTO GA-21 N/GA-30 W/AUGUSTA RD 243 FT; CONTINUE STRAIGHT ONTO GA-21 N/AUGUSTA RD, CONTINUE TO FOLLOW GA-21 N 4.9 MI; TURN LEFT ONTO MCCALL RD 3.4 MI; TURN LEFT ONTO BLUE JAY RD 305 FT; TURN RIGHT ONTO MCCALL RD 2.0 MI; TURN LEFT ONTO LITTLE MCCALL RD 1.4 MI, THEN THE DESTINATION WILL BE ON THE LEFT.

DRIVING DIRECTIONS

JURISDICTION
EFFINGHAM COUNTY

STATE:
GEORGIA

TOWER TYPE:
SELF-SUPPORT TOWER

TOWER HEIGHT:
260' (HIGHEST APPURTENANCE 269')

NUMBER OF CARRIERS:
1 PROPOSED, 3 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13103C0270E DATED 03/16/2015 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
DIAMOND COMMUNICATIONS
820 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078
ATTN: RICH HUBER
PHONE: (610) 585-6835

POWER COMPANY
GEORGIA POWER
PHONE: (888) 655-5888
ATTN.: CHRIS ZITTROUER

PROPERTY OWNER
DONALD A. WESTER & LYN M. WESTER
P.O. BOX 1389
SPRINGFIELD, GA 31329
PHONE: (912) 675-4624
ATTN.: DON WESTER

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (678) 274-5032
ATTN.: DAVID COUSINS

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 5)
--	SITE SURVEY (SHEET 2 OF 5)
--	SITE SURVEY (SHEET 3 OF 5)
--	SITE SURVEY (SHEET 4 OF 5)
--	SITE SURVEY (SHEET 5 OF 5)
N1	GENERAL NOTES
C0	OVERALL AERIAL PLAN
C1	OVERALL PARCEL PLAN
C1.1	OVERALL SITE PLAN
C2	SITE PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	ICE BRIDGE DETAILS
C5	SITE SIGNAGE DETAILS
C6	ANTENNA AND TOWER ELEVATION DETAILS
C7	SCOPE OF WORK SUMMARY
L1	LANDSCAPING PLAN

SHEET INDEX

EFFINGHAM COUNTY PLANNING AND ENGINEERING
904 N PINE ST
SPRINGFIELD, GA 31329
PHONE: (912) 754-8063
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4250
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
8			
7			
6			
5			
4			
3			
2	01/11/22	ZONING	DRC
1	12/06/21	ZONING	DRC
0	11/18/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE043808 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 1/11/22

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

K:\ATL_Wireless\Diamond Communications\Effingham - GA 150\CAD\2D\DiamondComm-C2d.dwg ---- 01/11/22 5:36 PM by: christopher.stinnie

GENERAL NOTES:

1. This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
2. Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
3. Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
4. Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
5. Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
6. This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
7. This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
8. Geographic Coordinates, if published, meet FAA Accuracy Code 1A (are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically.
9. Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
10. This survey is not valid without the original signature and the original seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.

SURVEYOR'S CERTIFICATION:

This Survey is a SPECIFIC PURPOSE SURVEY and does not subdivide or create any new Parcels, or make changes to real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies 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 for Professional Engineers and Land Surveyors as set forth in O.C.G.A Section 15-6-67.

GEORGIA REGISTERED No. 2205 PROFESSIONAL LAND SURVEYOR THOMAS A. DOBSON

Surveyed by Thomas A. Dobson
Georgia RLS No. 2205
Georgia COA No. LSF001190

PROPOSED TOWER LOCATION DATA

Latitude: NORTH: 32.304730° 32° 18' 17.03"
Longitude: WEST: 81.310164° 81° 18' 36.59"
Ground Elev: 52.3 FEET AMSL (NAVD88)
Benchmark: DP8346 GASA

PARENT TAX PARCEL

DONALD A. WESTER &
LYN M. WESTER
TAX PARCEL: 03920002A00
See Sheet #2

NORTH ORIENTATION

GEORGIA EAST STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 11-25-2020
Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ ± 0.10'
EPOCH 2010.0000

FLOOD DATA

FEMA FLOOD MAP PANEL: 13103C0270E, Effective Date: 03-16-2015
Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard)

TITLE EXAMINATION:

See Sheet #5

ADDITIONAL NOTES

All Wetlands shown hereon are as delineated by others and according to maps provided by others.

Topographic information is a composite of Field Survey and Aerial Survey Data

SURVEY RELEASE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	12-28-2020	NB	TAD
1	Add Composite Map, Sheet #5	01-08-2021	NB	TAD
2	Update for Diamond Communications, LLC.	01-11-2021	NB	TAD
3	Site Moved	05-17-2021	NB	TAD
4	Site and Access/Utility Easement Moved	09-20-2021	NB	TAD

LOCATION MAP

NOT TO SCALE

LEGEND

- CONCRETE MONUMENT FOUND
- UTILITY POLE
- GUY ANCHOR
- TELECOM JUNCTION
- SITE BENCHMARK
- PROPOSED TOWER CENTER

R/W	RIGHT-OF-WAY
P.O.C	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
AU	ACCESS/UTILITY
ESMT	EASEMENT
Sq Ft	SQUARE FEET

- PAVEMENT EDGE
- GRAVEL EDGE
- TRAIL
- OHU — OVERHEAD UTILITY LINES
- DITCH
- 5' CONTOURS
- 1' CONTOURS
- WET — WETLANDS (Delineated by others)
- RW — PUBLIC R/W
- TAX PARCEL LINE
- EXISTING EASEMENT
- LESSEE'S EASEMENT
- LESSEE'S PREMISES

THE LAND CONSULTANTS LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

DIAMOND COMMUNICATIONS, LLC

SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Pjt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1

COVER SHEET

SHEET 1 OF 5

PROPERTY INFORMATION

PARENT TAX PARCEL

A. DONALD A. WESTER &
LYN M. WESTER
TAX PARCEL: 03920002A00
DEED BOOK 2533, PAGE 433
PLAT BOOK 28, PAGE 604

ADJOINING TAX PARCELS

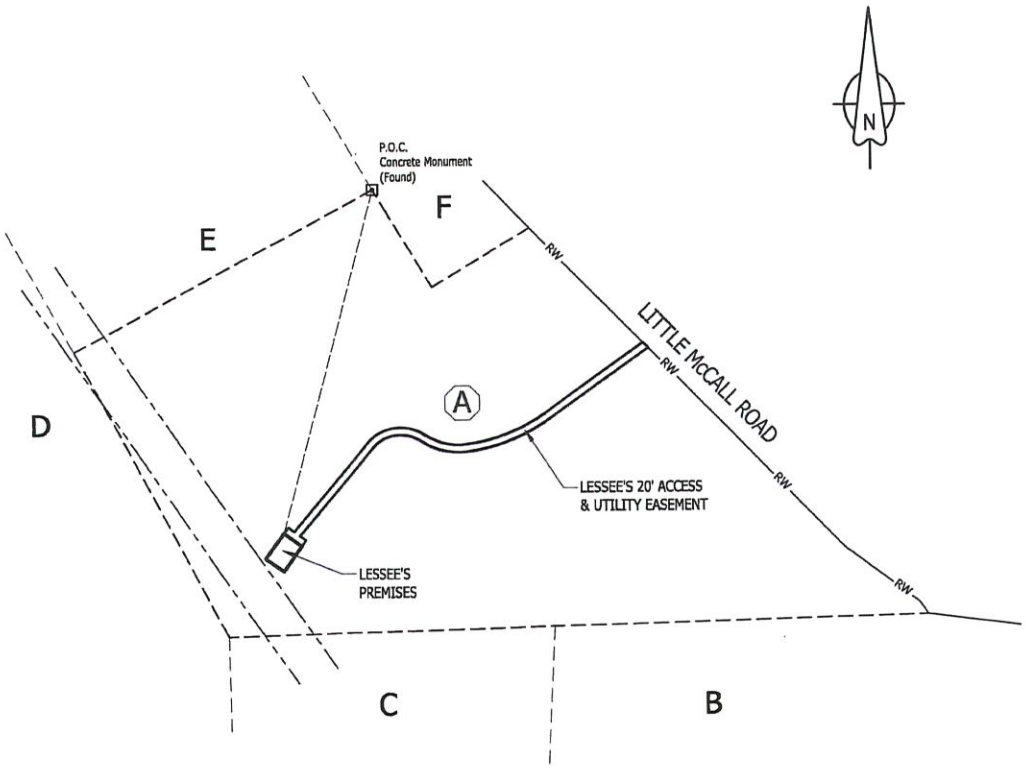
B. JOSEPH E. JAUDON, SR.
TAX PARCEL: 03920003
DEED NOT LISTED
PLAT BOOK G, PAGE 83

C. JOSEPH E. JAUDON, SR...
TAX PARCEL: 03920004
DEED BOOK 1930, PAGE 398
PLAT BOOK G, PAGE 83

D. JOSEPH E. JAUDON, SR...
TAX PARCEL: 03920001
DEED BOOK 282, PAGE 96
PLAT BOOK 23, PAGE 264

E. BRIAN MITCHELL LOGAN ...
TAX PARCEL: 03910023
DEED BOOK 2620, PAGE 577
PLAT BOOK 28, PAGE 884

F. BGN INVESTMENTS LLC.
TAX PARCEL: 03920002
DEED BOOK 2257, PAGE 496
PLAT BOOK C102, PAGE F-1



RW — PUBLIC R/W

TAX PARCEL BOUNDARY

PIPELINE R/W EASEMENT

TIE LINE

LESSEE'S EASEMENT

LEASE PREMISES

APPROX SCALE: 1" = 300'

0' 300' 600' 900'

VICINITY/LOCATION MAP CAVEAT:
VICINITY/ LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION

THE
LAND CONSULTANTS
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190
LLC

PREPARED FOR

DIAMOND
COMMUNICATIONS, LLC

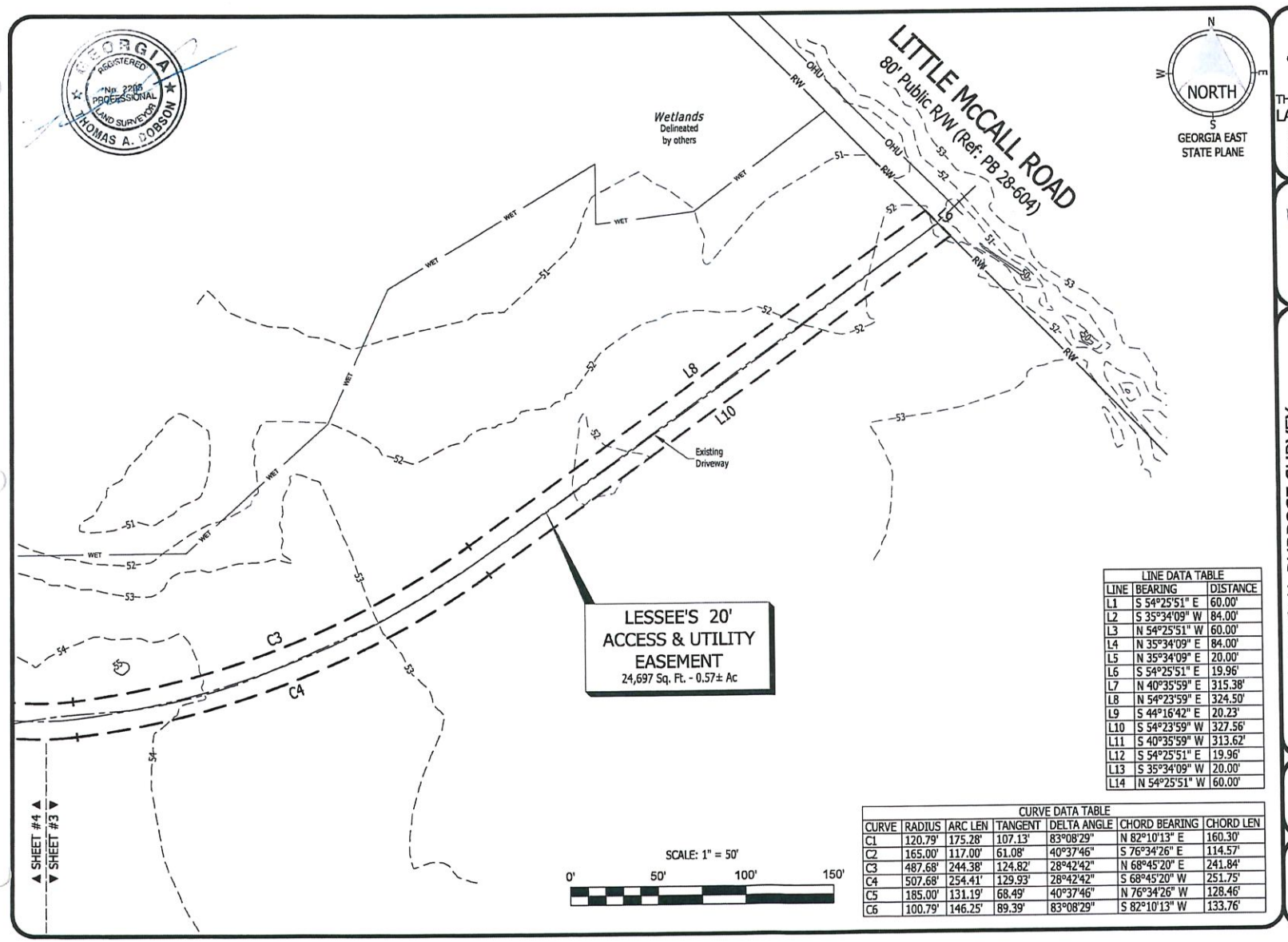
SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Pjt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1

OVERVIEW

SHEET 2 OF 5



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S 54°25'51" E	60.00'
L2	S 35°34'09" W	84.00'
L3	N 54°25'51" W	60.00'
L4	N 35°34'09" E	84.00'
L5	N 35°34'09" E	20.00'
L6	S 54°25'51" E	19.96'
L7	N 40°35'59" E	315.38'
L8	N 54°23'59" E	324.50'
L9	S 44°16'42" E	20.23'
L10	S 54°23'59" W	327.56'
L11	S 40°35'59" W	313.62'
L12	S 54°25'51" E	19.96'
L13	S 35°34'09" W	20.00'
L14	N 54°25'51" W	60.00'

CURVE DATA TABLE						
CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	120.79'	175.28'	107.13'	83°08'29"	N 82°10'13" E	160.30'
C2	165.00'	117.00'	61.08'	40°37'46"	S 76°34'26" E	114.57'
C3	487.68'	244.38'	124.82'	28°42'42"	N 68°45'20" E	241.84'
C4	507.68'	254.41'	129.93'	28°42'42"	S 68°45'20" W	251.75'
C5	185.00'	131.19'	68.49'	40°37'46"	N 76°34'26" W	128.46'
C6	100.79'	146.25'	89.39'	83°08'29"	S 82°10'13" W	133.76'

THE
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LLC
5449 Highway #41
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SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Pjt # 013541001
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SEE SHEET #1

SITE SURVEY

SHEET 3 OF 5

THE LAND CONSULTANTS LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190
PREPARED FOR
DIAMOND COMMUNICATIONS, LLC
SPECIAL PURPOSE SURVEY
SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia
KH Pit # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1
SITE SURVEY
SHEET 4 OF 5
LINE DATA TABLE
LINE | BEARING | DISTANCE
L1 | S 54°25'51" E | 60.00'
L2 | S 35°34'09" W | 84.00'
L3 | N 54°25'51" W | 60.00'
L4 | N 35°34'09" E | 84.00'
L5 | N 35°34'09" E | 20.00'
L6 | S 54°25'51" E | 19.96'
L7 | N 40°35'59" E | 315.38'
L8 | N 54°23'59" E | 324.50'
L9 | S 44°16'42" E | 20.23'
L10 | S 54°23'59" W | 327.56'
L11 | S 40°35'59" W | 313.62'
L12 | S 54°25'51" E | 19.96'
L13 | S 35°34'09" W | 20.00'
L14 | N 54°25'51" W | 60.00'
CURVE DATA TABLE
CURVE | RADIUS | ARC LEN | TANGENT | DELTA ANGLE | CHORD BEARING | CHORD LEN
C1 | 120.79' | 175.28' | 107.13' | 83°08'29" | N 82°10'13" E | 160.30'
C2 | 165.00' | 117.00' | 61.08' | 40°37'46" | S 76°34'26" E | 114.57'
C3 | 487.68' | 244.38' | 124.82' | 28°42'42" | N 68°45'20" E | 241.84'
C4 | 507.68' | 254.41' | 129.93' | 28°42'42" | S 68°45'20" W | 251.75'
C5 | 185.00' | 131.19' | 68.49' | 40°37'46" | N 76°34'26" W | 128.46'
C6 | 100.79' | 146.25' | 89.39' | 83°08'29" | S 82°10'13" W | 133.76'
SCALE: 1" = 50'
0' 50' 100' 150'
RESIDENCE
GARAGE
Existing Driveway
Existing Driveway
SHEET #3
SHEET #4
LESSEE'S 20' ACCESS & UTILITY EASEMENT 24,697 Sq. Ft. - 0.57± Ac
LESSEE'S PREMISES 5,040 Sq. Ft. 0.12± Ac
Region not delineated as Wetlands
Region not delineated as Wetlands
Wetlands Delineated by others
Wetlands Delineated by others
Chord Tie Line - See Sheet #2
S 15°09'08" W 973.58'
P.O.B. Premises, AU Esmt
SOUTHERN NATURAL GAS R/W EASEMENT
PLAT 28-604 COEC (See Title Notes for granting Deeds)
Shown according to found Monumentation outside Survey Map Area
(Exact Locations of underground pipelines not marked
Gas Line Markers (outside Survey Maps Area) may or
may not represent exact locations of Pipeline)
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2305
THOMAS A.
GEORGIA
NOSBOS

LESSEE'S PREMISES

All that Tract or Parcel of land lying and being in the 10th G.M. District of Effingham County, Georgia, and being a portion of the property of Donald A. Wester and Lyn M. Wester, of record in Deed Book 2533, Page 433, Clerk's Office, Effingham County, Georgia, and being more particularly described as follows:

COMMENCE at a Concrete Monument found at the most Northern Corner of aforesaid Property;
Thence along a Chord Tie Line having a Bearing of S 15°09'08" W, a distance of 973.58 feet to the POINT OF BEGINNING;

Thence S 54°25'51" E, a distance of 60.00 feet;
Thence S 35°34'09" W, a distance of 84.00 feet;
Thence N 54°25'51" W, a distance of 60.00 feet;
Thence N 35°34'09" E, a distance of 84.00 feet to the POINT OF BEGINNING.

Said tract contains 0.12 Acres (5,040 Square Feet), more or less.

LESSEE'S 20' ACCESS & UTILITY EASEMENT

All that Tract or Parcel of land lying and being in the 10th G.M. District of Effingham County, Georgia, and being a portion of the property of Donald A. Wester and Lyn M. Wester, of record in Deed Book 2533, Page 433, Clerk's Office, Effingham County, Georgia, and being more particularly described as follows:

COMMENCE at a Concrete Monument found at the most Northern Corner of aforesaid Property;
Thence along a Chord Tie Line having a Bearing of S 15°09'08" W, a distance of 973.58 feet to the POINT OF BEGINNING;

Thence N 35°34'09" E, a distance of 20.00 feet;
Thence S 54°25'51" E, a distance of 19.96 feet;
Thence N 40°35'59" E, a distance of 315.38 feet;
Thence with a curve to the right with an arc length of 175.28 feet, with a radius of 120.79 feet, with a chord bearing of N 82°10'13" E, with a chord length of 160.30 feet;
Thence with a curve to the left with an arc length of 117.00 feet, with a radius of 165.00 feet, with a chord bearing of S 76°34'26" E, with a chord length of 114.57 feet;
Thence with a curve to the left with an arc length of 244.38 feet, with a radius of 487.68 feet, with a chord bearing of N 68°45'20" E, with a chord length of 241.84 feet;
Thence N 54°23'59" E, a distance of 324.50 feet to a point on the Southwestern Right-of-Way Line of Little McCall Road;
Thence S 44°16'42" E, along said Right-of-Way Line, a distance of 20.23 feet;
Thence S 54°23'59" W, leaving said Right-of-Way Line, a distance of 327.56 feet;
Thence with a curve to the right with an arc length of 254.41 feet, with a radius of 507.68 feet, with a chord bearing of S 68°45'20" W, with a chord length of 251.75 feet;
Thence with a curve to the right with an arc length of 131.19 feet, with a radius of 185.00 feet, with a chord bearing of N 76°34'26" W, with a chord length of 128.46 feet;

GEORGIA REGISTERED No. 2208 PROFESSIONAL LAND SURVEYOR THOMAS A. DOBSON

TITLE EXAMINATION

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6. C. ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Limited Title Report, prepared by Old Republic Specialized Commercial Services:

(Note: Title Examination does not include a specific "Exceptions" Section. This survey addresses only those items within the scope noted above.

Item 1: Natural Gas Pipeline Permit, Deeds 108-241, 1681-331, 1695-344 &1695-350:
Pipeline Permit, Easement and/or Right-of-Way, located on Parent Tax Parcel (near SW Line) as shown hereon. (does not cross Lessee's Site).

Item 2: Plat A-136: Plat lacks information needed to determine a relationship with Parent Tax Parcel. Does not show any matters of revevance

Item 3: Plat A-389-B1:
Item 4: Plat B-165-C2:
Plats of lands other than Parent Tax Parcel.

Item 5: Plat C-102-F1: Plat of earlier vesting lands. Does not show any relevant matters, except for Pipeline Easement, see Item #1.

Item 7: Plat 28-604: Plat of Parent Tax Parcel. Does not show any relevant matters, except for Pipeline Easement, see Item #1.

Item 8: Current Use Assessment, Deed 2578-663: Applies to Parent Tax Parcel. Blanket. Type of influence not addressed.

LEGAL DESCRIPTION OF PARENT TAX PARCEL

SITUATE IN EFFINGHAM COUNTY, STATE OF GEORGIA:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 10TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, CONTAINING 38.495 ACRES, MORE OR LESS, THAT IS SHOWN AND MORE PARTICULARLY DESCRIBED BY THE PLAT OF SURVEY ENTITLED "SURVEY OF 38.495 AC BEING SUBDIVIDED FROM 58.42 LOCATED IN THE 10TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA", MADE BY WILLIAM MARK GLISSON, R.L.S. #3316, DATED JUNE 19, 2019, RECORDED IN THE OFFICE OF THE, CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, IN PLAT BOOK 28, SLIDE 604, WHICH IS INCORPORATED INTO THIS DESCRIPTION BY SPECIFIC REFERENCE THERETO.

TAX ID NO: 03920002A00

DERIVATION CLAUSE
BEING THE SAME PROPERTY CONVEYED TO DONALD A. WESTER AND LYN M. WESTER, AS JOINT TENANTS WITH SURVIVORSHIP, GRANTEE, FROM BGN INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY, GRANTOR RECORDED 07/03/2019, AS BOOK 2533 PAGE 433 OF EFFINHGHAM COUNTY RECORDS.

THE LAND CONSULTANTS LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

DIAMOND COMMUNICATIONS, LLC

SPECIAL PURPOSE SURVEY
SITE NAME: EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Plt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1

DESCRIPTIONS

1.00 GENERAL NOTES

1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.

1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND AT&T SPECIFICATIONS, THE DIAMOND COMMUNICATIONSS PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.

1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.

1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.

1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.

1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.

1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM DIAMOND COMMUNICATIONSS PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.

1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.

1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.

1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "GEORGIA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (888) 282-7411 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.

1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.

1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY DIAMOND COMMUNICATIONSS PROJECT MANAGER.

1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER DIAMOND COMMUNICATIONSS PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C5.

K:\ATL_Wireless\Diamond Communications\Effingham - GA 150\CAD\2D\DiamondComm-CB.dwg ---- 11/18/21 4:35 PM by: William.Bridger

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4260
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE016908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 11/18/21

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: GENERAL NOTES

SHEET NUMBER: N1

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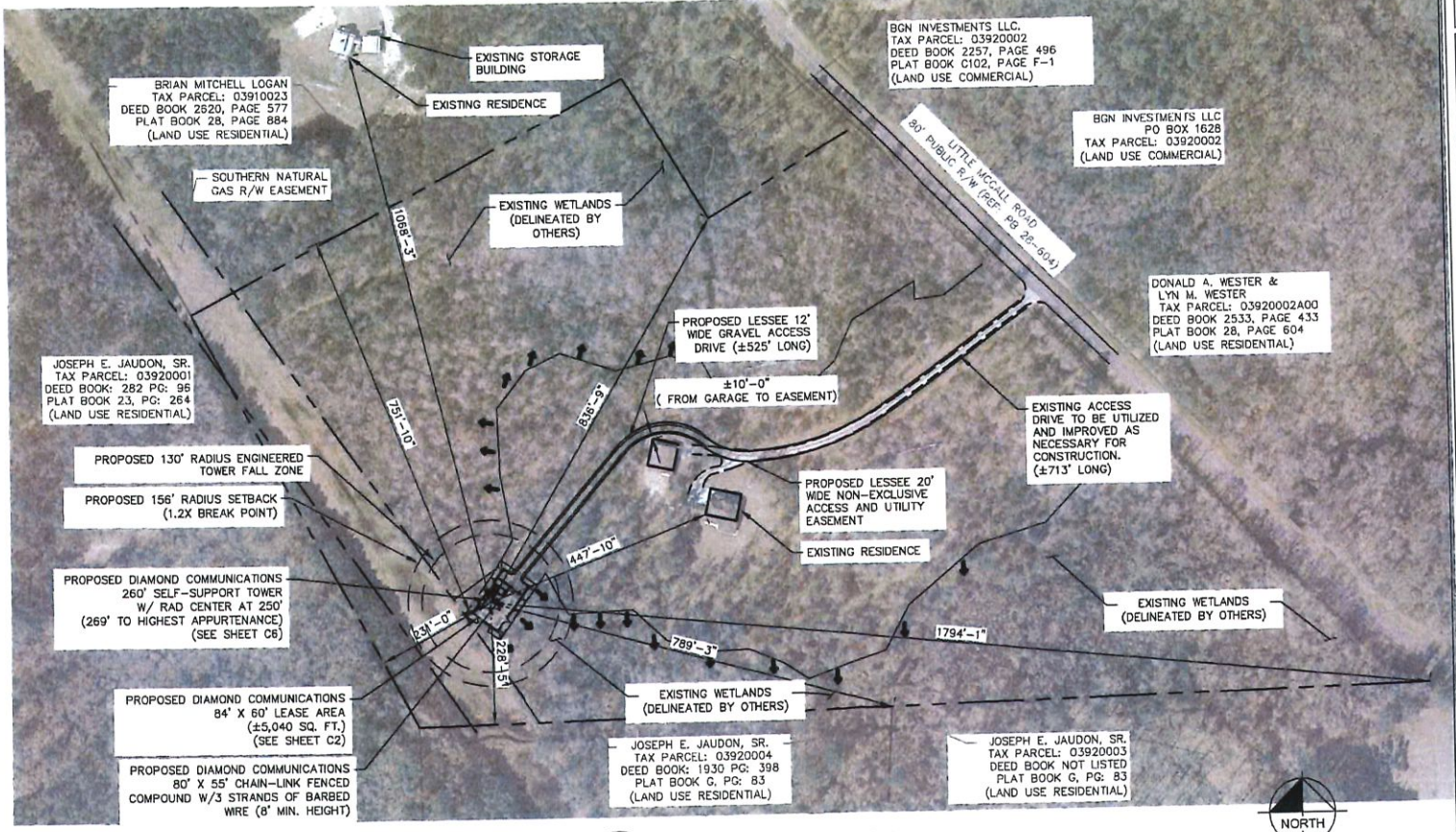
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	751'-10"
SOUTH	228'-5"
EAST	789'-3"
WEST	231'-0"



SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 09/20/2021.

1 / C0 OVERALL AERIAL PLAN

SCALE: 1" = 200'

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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0	11/15/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE043808 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
OVERALL AERIAL PLAN

SHEET NUMBER:
C0

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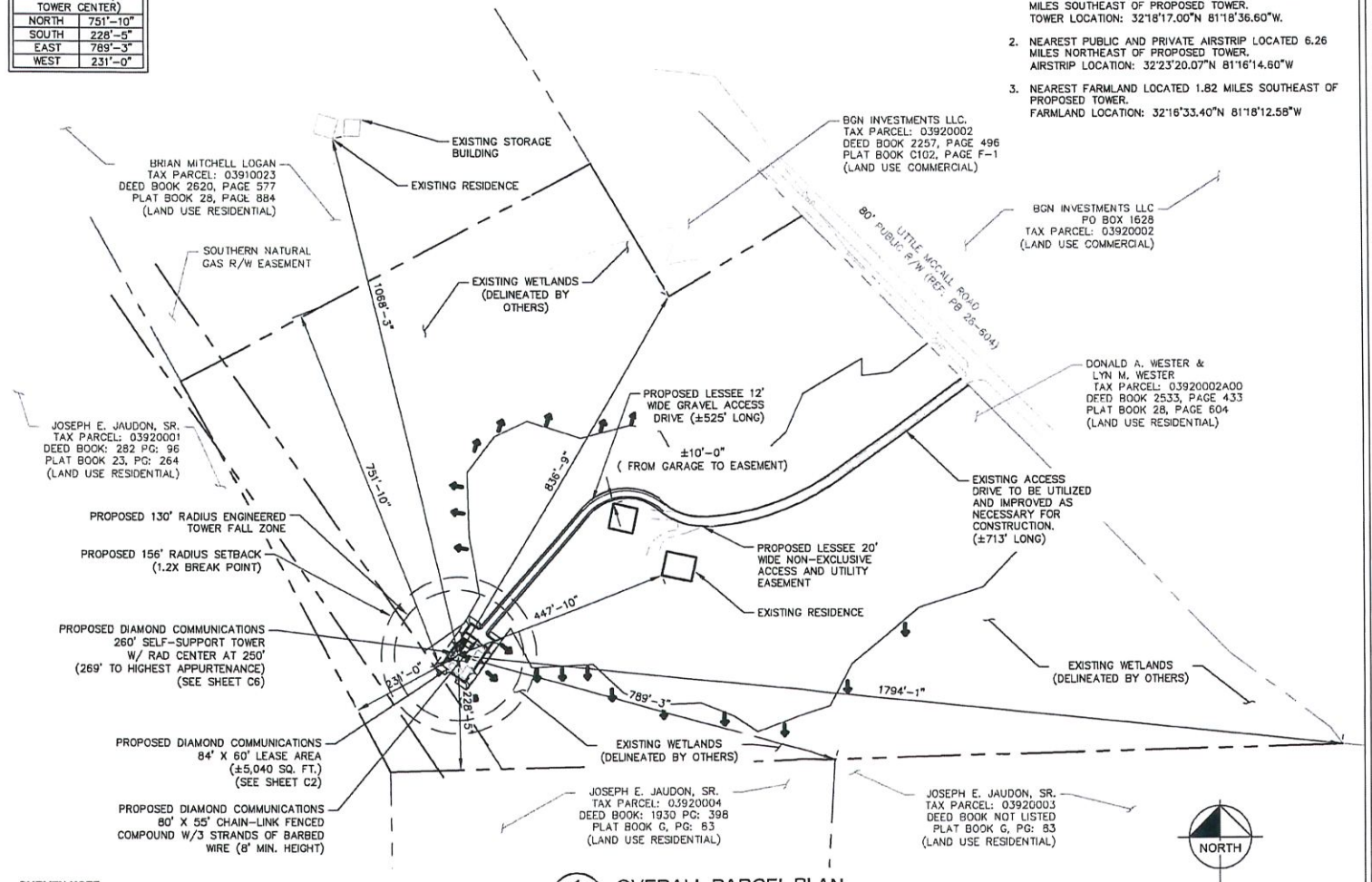
K:\ATL_Wireless\Diamond Communications\Effingham - GA 150\CAD\2D\DiamondComm-CB.dwg ---- 01/11/22 5:36 PM by: christopher.strange

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	751'-10"
SOUTH	228'-5"
EAST	789'-3"
WEST	231'-0"

NOTE:
1. PER THE FCC ASR, THE NEAREST TOWER LOCATED 3.05 MILES SOUTHEAST OF PROPOSED TOWER. TOWER LOCATION: 32°18'17.00"N 81°18'36.60"W.
2. NEAREST PUBLIC AND PRIVATE AIRSTRIP LOCATED 6.26 MILES NORTHEAST OF PROPOSED TOWER. AIRSTRIP LOCATION: 32°23'20.07"N 81°16'14.60"W
3. NEAREST FARMLAND LOCATED 1.82 MILES SOUTHEAST OF PROPOSED TOWER. FARMLAND LOCATION: 32°16'33.40"N 81°18'12.58"W



SURVEY NOTE:
1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 09/20/2021.

1/C1 OVERALL PARCEL PLAN

SCALE: 1" = 200'

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4260
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REV:	DATE:	ISSUED FOR:	BY:
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0	11/18/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE043608 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS
1/11/22

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: OVERALL PARCEL PLAN

SHEET NUMBER: C1

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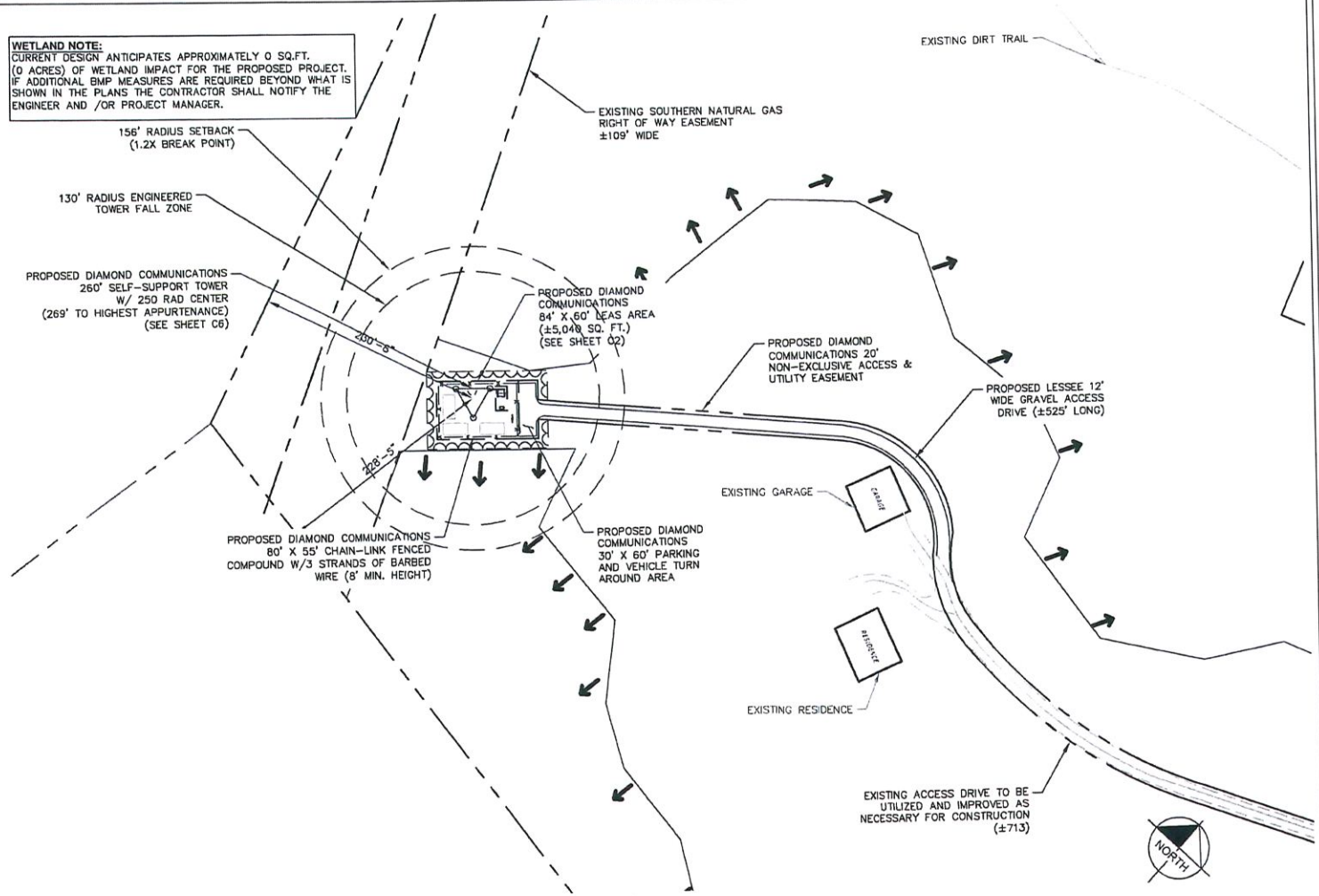

1 C1.1 OVERALL SITE PLAN
SCALE: 1" = 100'

SURVEY NOTE:
1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 10/22/2020.

PROJECT INFORMATION:
SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
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2	01/11/22	ZONING	DRC
1	12/06/21	ZONING	DRC
0	11/18/21	ZONING	DRC

LICENSER:
GEORGIA REGISTERED No. PE043808 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS
1/11/22

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C1.1

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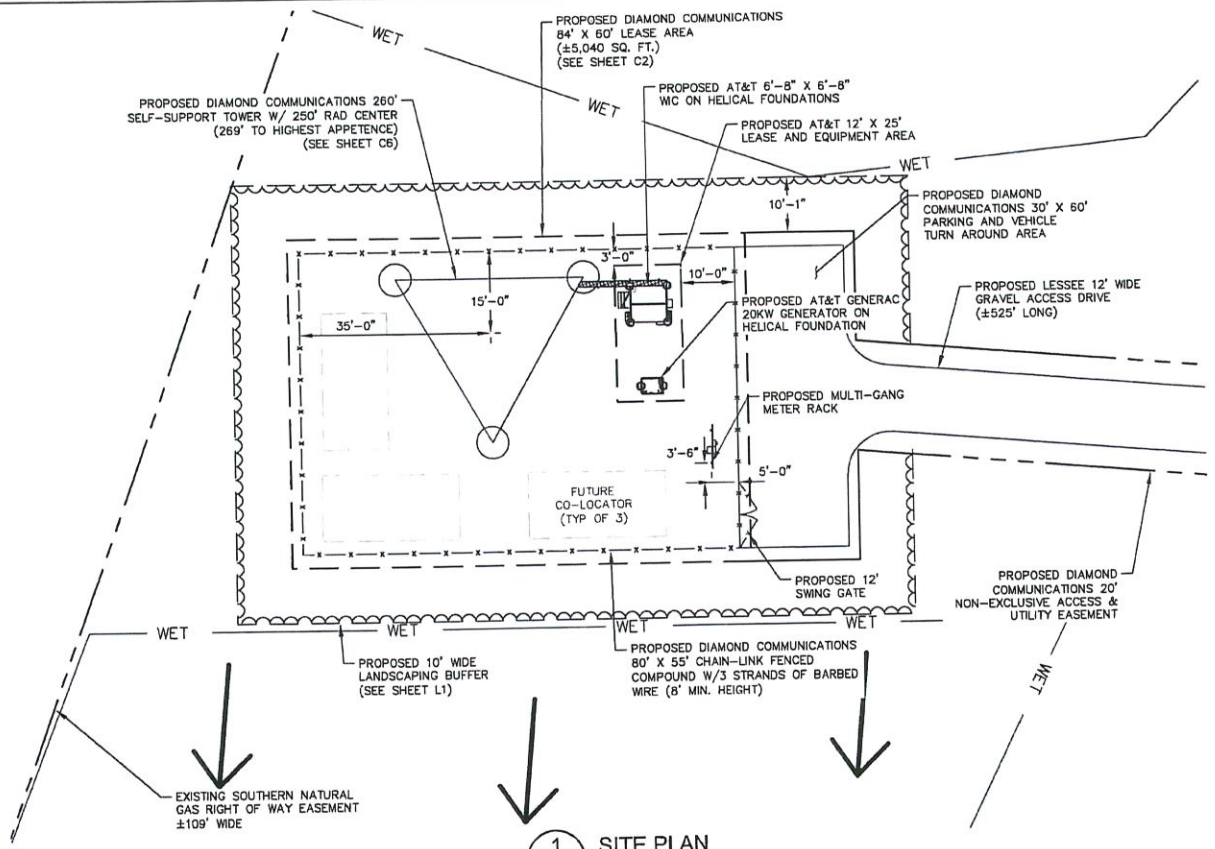

1 / C2 SITE PLAN

SCALE: 1" = 20'

SITE NOTES:

1. DIAMOND COMMUNICATIONSS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS, LLC DATED 09/20/2021 AND SITE VISIT ON 10/22/2020.
3. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM DIAMOND COMMUNICATIONSS CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
4. SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13103C0270E DATED 03/16/2015 WITHIN FLOOD ZONE X.

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE044908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS

11/18/2

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C2

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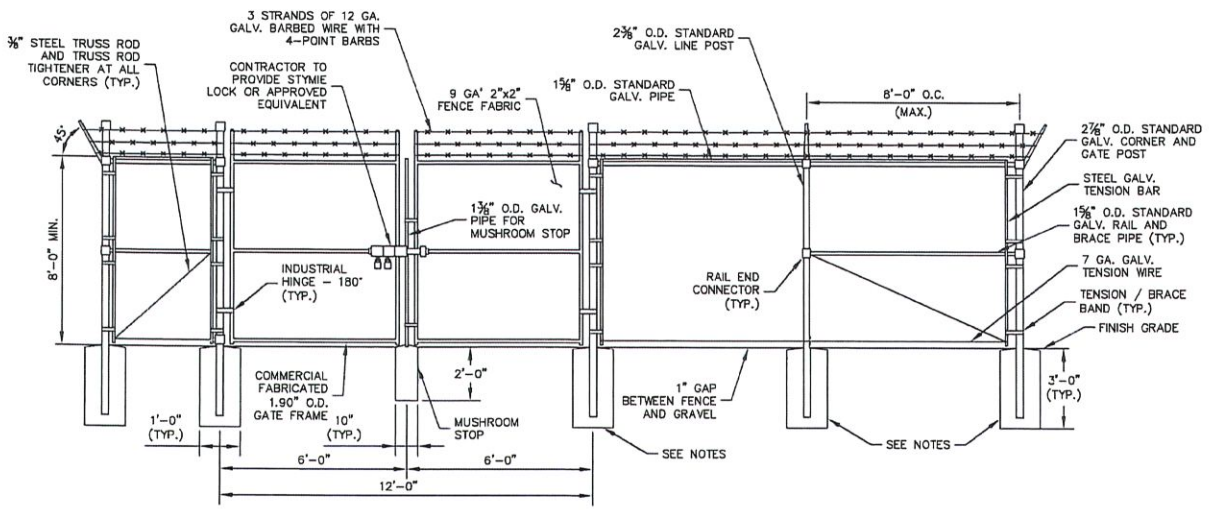
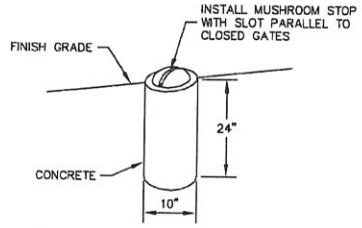
FENCE NOTES:

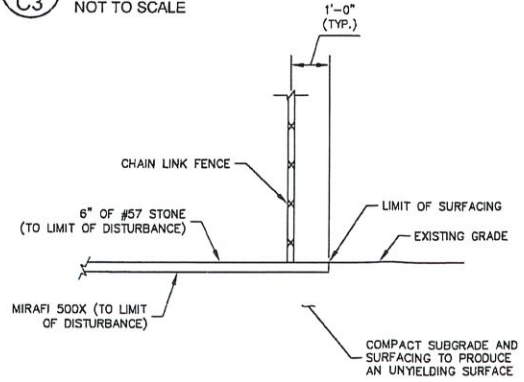
1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS. DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



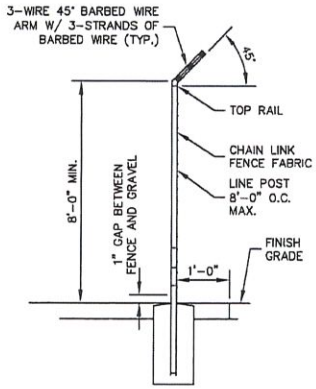
1 C3 CHAIN LINK FENCE AND GATE ELEVATION
NOT TO SCALE



2 C3 MUSHROOM STOP
NOT TO SCALE



3 C3 SITE COMPOUND SURFACE DETAIL
NOT TO SCALE



4 C3 SECTION AT FENCE
NOT TO SCALE

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4200
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE048908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS
11/18/21

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C3

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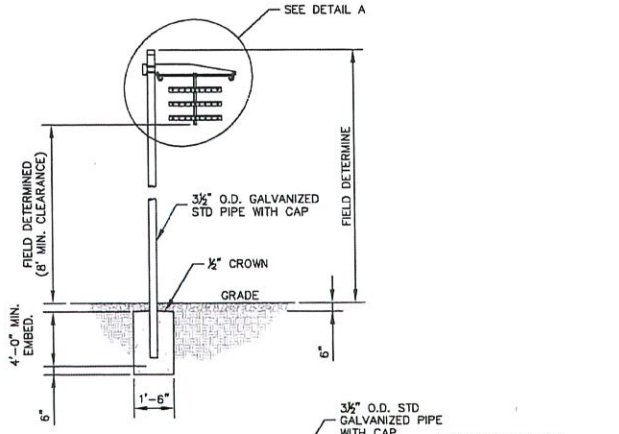
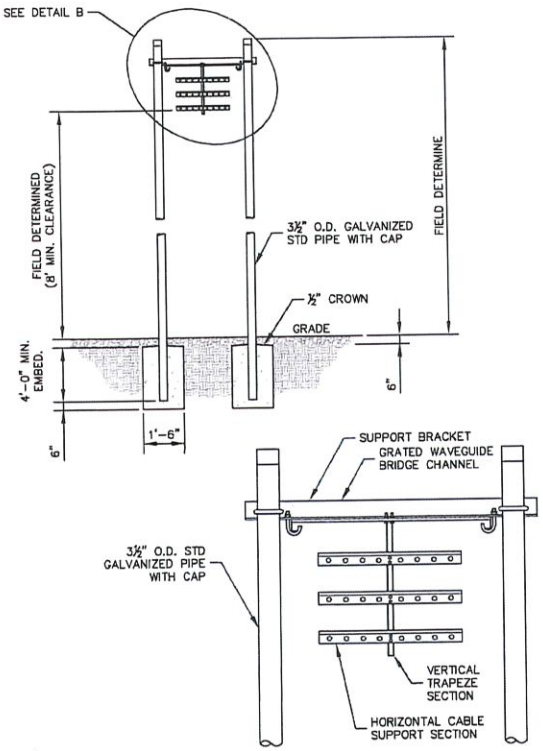


DETAIL A

ANDREW 1 POST WAVEGUIDE BRIDGE KIT (PART #: WB-K210-B15, OR APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.



DETAIL B

ANDREW 2 POST WAVEGUIDE BRIDGE KIT (PART #: WB-K410-B15, OR APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

1 / C4 WAVEGUIDE BRIDGE DETAIL
NOT TO SCALE

2 / C4 WAVEGUIDE BRIDGE DETAIL (ALT DESIGN - 2 PIPE COLUMNS)
NOT TO SCALE

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE018908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS
11/18/21

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: ICE BRIDGE DETAILS

SHEET NUMBER: C4

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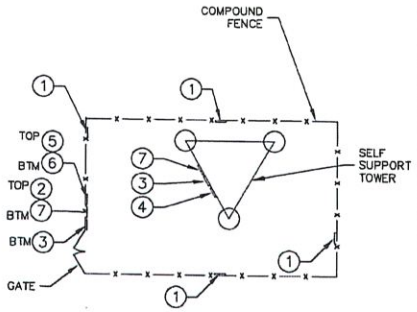


1 / C5 SIGN PLACEMENT PLAN VIEW
NOT TO SCALE

NO TRESPASSING
VIOLATORS WILL BE PROSECUTED
WHITE BACKGROUND w/ RED LETTERING

① NO-TRESPASSING SIGN
18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)

INFORMATION
This is a Diamond Communications Antenna Site
Site ID:
For information call:
973-544-6828
GREEN BACKGROUND w/ WHITE LETTERING
WHITE BACKGROUND w/ BLACK LETTERING
WHITE BACKGROUND w/ BLACK LETTERING

② DIAMOND COMMUNICATIONS - SITE ID SIGN
15" HIGH X 23" WIDE
(OPERATIONS PROVIDED)

NOTICE
YELLOW BACKGROUND w/ BLACK LETTERING

③ NOTICE-RFE SIGN
12" HIGH 18" WIDE
(OPERATIONS PROVIDED)

WARNING
RED BACKGROUND w/ BLACK LETTERING
RED BACKGROUND w/ BLACK LETTERING
WHITE BACKGROUND w/ BLACK LETTERING
Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure
For your safety, obey all posted signs and site guidelines for working in radio frequency environments

④ WARNING-RF SIGN (RED)
12" WIDE X 18" HIGH

CAUTION
YELLOW BACKGROUND w/ BLACK LETTERING
YELLOW BACKGROUND w/ BLACK LETTERING
WHITE BACKGROUND w/ BLACK LETTERING
Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure
For your safety, obey all posted signs and site guidelines for working in radio frequency environments

⑤ CAUTION-RF SIGN (YELLOW)
12" WIDE X 18" HIGH

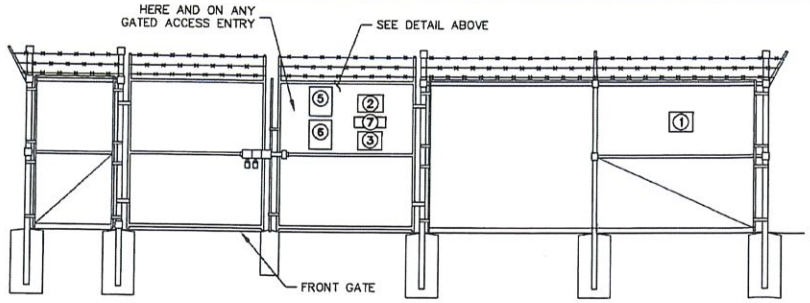
NOTICE
BLUE BACKGROUND w/ WHITE LETTERING
WHITE BACKGROUND w/ BLACK LETTERING
WHITE BACKGROUND w/ BLACK LETTERING
NOTICE
RADIO FREQUENCY ENVIRONMENT AREA
ALL ENCLOSED HEADLINES ONLY BEYOND THIS POINT

⑥ NOTICE-RF SIGN (BLUE)
12" WIDE X 18" HIGH

FCC TOWER REGISTRATION NO.
XXXXXXX
WHITE W, BLACK LETTERING

⑦ FCC REGISTRATION SIGN
20 WIDE X 4" HIGH

2 / C5 TYPICAL SIGNS AND SPECIFICATIONS
NOT TO SCALE



3 / C5 SIGN PLACEMENT FRONT GATE VIEW
NOT TO SCALE

SIGNAGE NOTES:
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

Diamond

PROJECT INFORMATION:
SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:
GEORGIA REGISTERED No. PE046908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS
11/18/21

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
SITE SIGNAGE DETAILS

SHEET NUMBER:
C5

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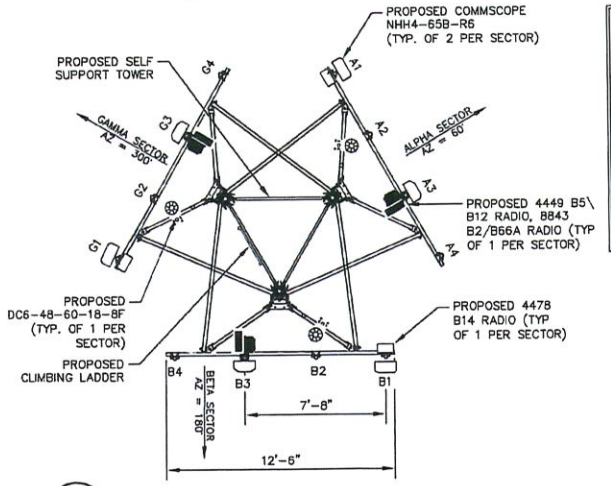
ANTENNA SECTOR	AZIMUTH IN DEGREES	MECHANICAL DOWN TILT	RAD CENTER	LICENSED FREQUENCY	ANTENNA* (QTY) MAKE/MODEL	REMOTE RADIO UNIT	SURGE PROTECTOR	COMPOSITION CABLES	
								COAX	
								QTY	SIZE
A1	60°	0°	250'-0"	LTE 700	(1) COMMSCOPE/NNH4-65B-R6	(1) 4478 B14	(3) DC6-48-60 -18-8F	(5) 1⅝" DC CABLES (2) 24 PAIR FIBER CABLE	
A2	60°	0°		-	-	-			
A3	60°	0°		LTE 700 LTE/1900 LTE AWS 5G/AWS	(1) COMMSCOPE/NNH4-65B-R6	(1) 4449 B5/B12 (1) 8843 B2/B66A			
A4	60°	0°		-	-	-			
B1	180°	0°	250'-0"	LTE 700	(1) COMMSCOPE/NNH4-65B-R6	(1) 4478 B14			
B2	180°	0°		-	-	-			
B3	180°	0°		LTE 700 LTE/1900 LTE AWS 5G/AWS	(1) COMMSCOPE/NNH4-65B-R6	(1) 4449 B5/B12 (1) 8843 B2/B66A			
B4	180°	0°		-	-	-			
G1	300°	0°	250'-0"	LTE 700	(1) COMMSCOPE/NNH4-65B-R6	(1) 4478 B14			
G2	300°	0°		-	-	-			
G3	300°	0°		LTE 700 LTE/1900 LTE AWS 5G/AWS	(1) COMMSCOPE/NNH4-65B-R6	(1) 4449 B5/B12 (1) 8843 B2/B66A			
G4	300°	0°		-	-	-			

2 C6 ANTENNA AND EQUIPMENT SCHEDULE

NOT TO SCALE

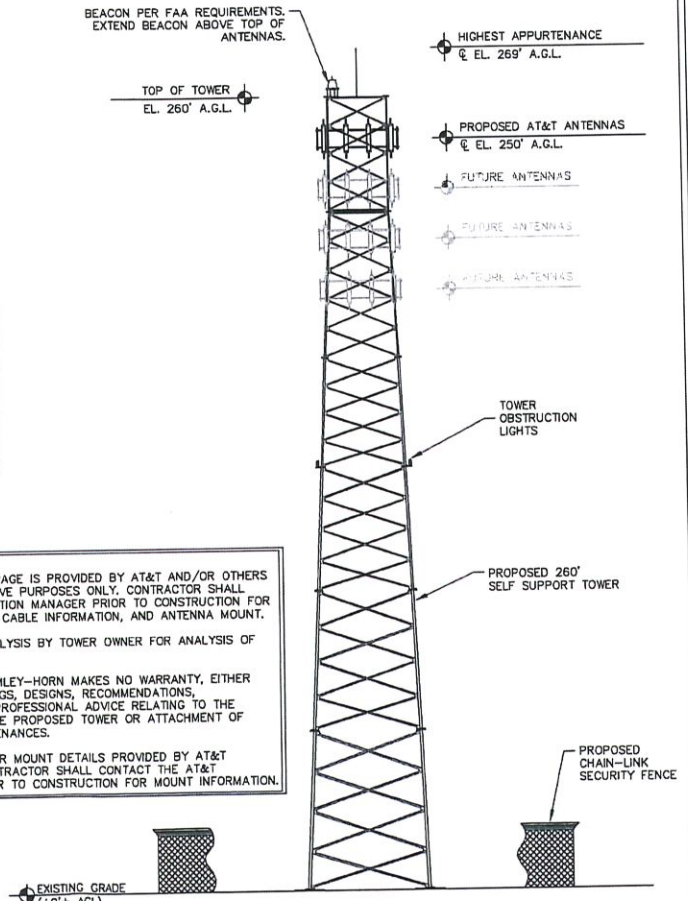


3 C6 ANTENNA ORIENTATION PLAN

SCALE: 1" = 6'

NOTES:

1. ALL INFORMATION ON THIS PAGE IS PROVIDED BY AT&T AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE AT&T CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, COAX CABLE INFORMATION, AND ANTENNA MOUNT.
2. REFER TO STRUCTURAL ANALYSIS BY TOWER OWNER FOR ANALYSIS OF PROPOSED TOWER.
3. IT IS UNDERSTOOD THAT KIMLEY-HORN MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE RELATING TO THE STRUCTURAL ADEQUACY OF THE PROPOSED TOWER OR ATTACHMENT OF ANTENNAS OR OTHER APPURTENANCES.
4. SEE MOUNT APPENDICES FOR MOUNT DETAILS PROVIDED BY AT&T CONSTRUCTION MANAGER. CONTRACTOR SHALL CONTACT THE AT&T CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR MOUNT INFORMATION.



1 C6 SELF-SUPPORT TOWER ELEVATION

NOT TO SCALE

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.

Diamond Communications

PROJECT INFORMATION:

SITE NAME: EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER: C6

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EQUIPMENT REPLACEMENT SUMMARY SCHEDULE		
EQUIPMENT	QUANTITY	DESCRIPTION
EXISTING EQUIPMENT		
ANTENNAS		
FEEDLINES		
OTHER EQUIPMENT		
EQUIPMENT TO BE REMOVED		
ANTENNAS		
FEEDLINES		
OTHER EQUIPMENT		
EQUIPMENT TO BE INSTALLED		
ANTENNAS	6	COMMSCOPE / NHH-65B-R6
FEEDLINES	5	1⅝" DC POWER CABLES
	2	24 PAIR FIBER CABLES
OTHER EQUIPMENT	3	ERICSSON RADIO 4478 B14
	3	ERICSSON RADIO 4449 B5/B12
	3	ERICSSON RADIO 8843 B2/B66A
	1	RAYCAP DC6-48-60-18-8F
FINAL CONFIGURATION		
ANTENNAS	6	COMMSCOPE / NHH-65B-R6
FEEDLINES	5	1⅝" DC POWER CABLES
	2	24 PAIR FIBER CABLES
OTHER EQUIPMENT	3	ERICSSON RADIO 4478 B14
	3	ERICSSON RADIO 4449 B5/B12
	3	ERICSSON RADIO 8843 B2/B66A
	1	RAYCAP DC6-48-60-18-8F

1 / C7 SCOPE OF WORK SUMMARY

NOT TO SCALE

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-818-4280
WWW.KIMLEY-HORN.COM

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013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
SCOPE OF WORK SUMMARY

SHEET NUMBER:
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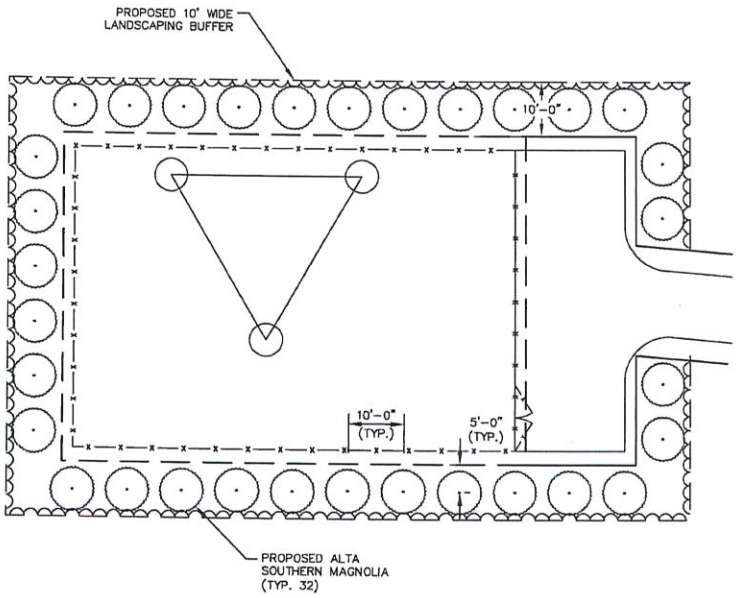

1 / L1 LANDSCAPING PLAN

SCALE: 1" = 20'

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

LEGEND

ALTA SOUTHERN MAGNOLIA

GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THAT OF ALL OTHER CONTRACTORS. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES. PRIOR TO COMMENCEMENT OF ANY WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES.
2. THE QUALITY AND SIZE OF ALL PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT STANDARDS AS SET FORTH IN ANSI Z60.180 - AMERICAN STANDARD FOR NURSERY STOCK.
3. ALL DISTURBED AREAS NOT COVERED BY HARDSCAPE OR PLANT MATERIALS SHALL BE COVERED WITH SEED AND STRAW.
4. PLANT SUBSTITUTION MAY BE PERMITTED ONLY AFTER PROOF THAT SPECIFIED PLANTS ARE UNAVAILABLE AND THE REQUEST HAS BEEN SUBMITTED TO THE OWNER OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL PROVIDE THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS AS THE PLANT SPECIFIED
5. MINOR PLANT LOCATION ADJUSTMENTS MAY BE MADE IN THE FIELD TO ENSURE ACCESS TO UTILITY JUNCTION BOXES, FREE SITE LIGHTING OF FUTURE TREE CANOPY INTERFERENCE AND ALLOW UNINHIBITED PEDESTRIAN / VEHICULAR CIRCULATION ON ALL PAVEMENTS OR FOUNDATIONS.
6. ALL SHRUB MASSES OF TWO OR MORE SHALL BE EDGED INTO A PLANTING BED AND MULCHED PER DETAIL. ALL INDIVIDUAL TREES AND SHRUBS SHALL HAVE A MULCH SAUCER EQUAL IN DIAMETER TO THE PLANTING PIT DIAMETER AND SHALL BE MULCHED AS SHOWN ON THE DETAILS. UNLESS OTHERWISE INDICATED, ALL BED EDGES SHALL BE A DEEP CUT CLEAN SPADE EDGE.
7. THE CONTRACTOR SHALL VERIFY THAT EACH TREE OR SHRUB PIT WILL DRAIN BEFORE INSTALLING PLANT MATERIAL. HE SHALL FILL THE HOLE WITH SIX INCHES (6") OF WATER THAT SHOULD PERCOLATE OUT WITHIN TWENTY-FOUR HOURS. SHOULD ANY AREA NOT DRAIN PROPERLY, A PERFORATED DRAIN LINE SHALL BE INSTALLED, OR THE PLANTS RELOCATED.
8. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF HE ENCOUNTERS ANY UNSUITABLE SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, UTILITY LINES, OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS. SHOULD THE CONTRACTOR NOT NOTIFY THE OWNER OF A PROBLEM AREA, HE WARRANTS THAT THE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF ALL PLANTS INSTALLED.
9. THE CONTRACTOR SHOULD VERIFY LANDSCAPING/TREE PLANTING LOCATIONS WITH THE PUBLIC UTILITIES DEPARTMENT TO AVOID CONFLICTS WITH WATER, SEWER, AND GAS LINES.
10. PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLE SUPERIOR IN FORM, COMPACTNESS AND SYMMETRY. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECT ADULT EGGS, PUPAE OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.
11. THERE SHALL BE NO CIRCLING OR GIRDLING ROOTS. CIRCLING ROOTS SHOULD BE CUT IN AT LEAST ONE PLACE.
12. THERE SHOULD BE ONE DOMINANT LEADER TO THE TOP OF THE TREE WITH THE LARGEST BRANCHES SPACED AT LEAST 6 INCHES APART. THERE CAN BE TWO LEADERS IN THE TOP 10% OF THE TREE IF IT IS OTHERWISE OF GOOD QUALITY.
13. THE TREE CANOPY SHOULD BE SYMMETRICAL AND FREE OF LARGE VOIDS. CLEAR TRUNK SHOULD BE NO MORE THAN 40% OF TREE HEIGHT UNLESS OTHERWISE SPECIFIED IN THE PLANTING SPECIFICATIONS. CLEAR TRUNK SHALL BE OF SUFFICIENT HEIGHT TO CLEAR SURROUNDING USES THAT MAY BE IMPACTED BY THE FUTURE GROWTH OF THE TREE.
14. OPEN TRUNK AND BRANCH WOUNDS SHALL BE LESS THAN 10% OF THE CIRCUMFERENCE AT THE WOUND AND NO MORE THAN 2 INCHES TALL. PROPERLY MADE PRUNING CUTS ARE NOT CONSIDERED OPEN TRUNK WOUNDS. THERE SHOULD BE NO CONKS OR BLEEDING, AND THERE SHOULD BE NO SIGNS OF INSECTS OR DISEASE ON MORE THAN 5% OF THE TREE.
15. IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, TREES MAY BE REJECTED.
16. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING OF THE SITE BY THE LOCAL ARBORIST.

PLANTING LIST

SYM./KEY	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATION		
				ROOT	PLANTING HEIGHT	SPACING
TO	32	MAGNOLIA GRANDIFLORA	ALTA SOUTHERN MAGNOLIA	B&B	3'-4'	10' O.C.

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-818-4200
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
8			
7			
6			
5			
4			
3			
2			
1			
0	11/18/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE046908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 11/18/21

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER:
L1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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K:\ATL_Wireless\Diamond Communications\Effingham - GA 150\CAD\20\DiamondComm-GB.dwg ----- 11/18/21 4:26 PM by: William.Bridger

Exhibit 2

GENERAL NOTES:

1. This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
2. Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
3. Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
4. Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
5. Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
6. This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
7. This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
8. Geographic Coordinates, if published, meet FAA Accuracy Code 1A (are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically.
9. Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
10. This survey is not valid without the original signature and the original seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.

SURVEYOR'S CERTIFICATION:

This Survey is a SPECIFIC PURPOSE SURVEY and does not subdivide or create any new Parcels, or make changes to real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies 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 for Professional Engineers and Land Surveyors as set forth in O.C.G.A Section 15-6-67.

GEORGIA REGISTERED No. 2205 PROFESSIONAL LAND SURVEYOR THOMAS A. DOBSON

Surveyed by Thomas A. Dobson
Georgia RLS No. 2205
Georgia COA No. LSF001190

PROPOSED TOWER LOCATION DATA

Latitude: NORTH: 32.304730° 32° 18' 17.03"
Longitude: WEST: 81.310164° 81° 18' 36.59"
Ground Elev: 52.3 FEET AMSL (NAVD88)
Benchmark: DP8346 GASA

PARENT TAX PARCEL

DONALD A. WESTER &
LYN M. WESTER
TAX PARCEL: 03920002A00
See Sheet #2

NORTH ORIENTATION

GEORGIA EAST STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 11-25-2020
Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ ± 0.10'
EPOCH 2010.0000

FLOOD DATA

FEMA FLOOD MAP PANEL: 13103C0270E, Effective Date: 03-16-2015
Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard)

TITLE EXAMINATION:

See Sheet #5

ADDITIONAL NOTES

All Wetlands shown hereon are as delineated by others and according to maps provided by others.

Topographic information is a composite of Field Survey and Aerial Survey Data

SURVEY RELEASE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	12-28-2020	NB	TAD
1	Add Composite Map, Sheet #5	01-08-2021	NB	TAD
2	Update for Diamond Communications, LLC.	01-11-2021	NB	TAD
3	Site Moved	05-17-2021	NB	TAD
4	Site and Access/Utility Easement Moved	09-20-2021	NB	TAD

LOCATION MAP

NOT TO SCALE

LEGEND

- CONCRETE MONUMENT FOUND
- UTILITY POLE
- GUY ANCHOR
- TELECOM JUNCTION
- SITE BENCHMARK
- PROPOSED TOWER CENTER

R/W	RIGHT-OF-WAY
P.O.C	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
AU	ACCESS/UTILITY
ESMT	EASEMENT
Sq Ft	SQUARE FEET

- PAVEMENT EDGE
- GRAVEL EDGE
- TRAIL
- OHU — OVERHEAD UTILITY LINES
- DITCH
- 5' CONTOURS
- 1' CONTOURS
- WET — WETLANDS (Delineated by others)
- RW — PUBLIC R/W
- TAX PARCEL LINE
- EXISTING EASEMENT
- LESSEE'S EASEMENT
- LESSEE'S PREMISES

THE LAND CONSULTANTS LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

DIAMOND COMMUNICATIONS, LLC

SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Pjt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1

COVER SHEET

SHEET 1 OF 5

PROPERTY INFORMATION

PARENT TAX PARCEL

A. DONALD A. WESTER &
LYN M. WESTER
TAX PARCEL: 03920002A00
DEED BOOK 2533, PAGE 433
PLAT BOOK 28, PAGE 604

ADJOINING TAX PARCELS

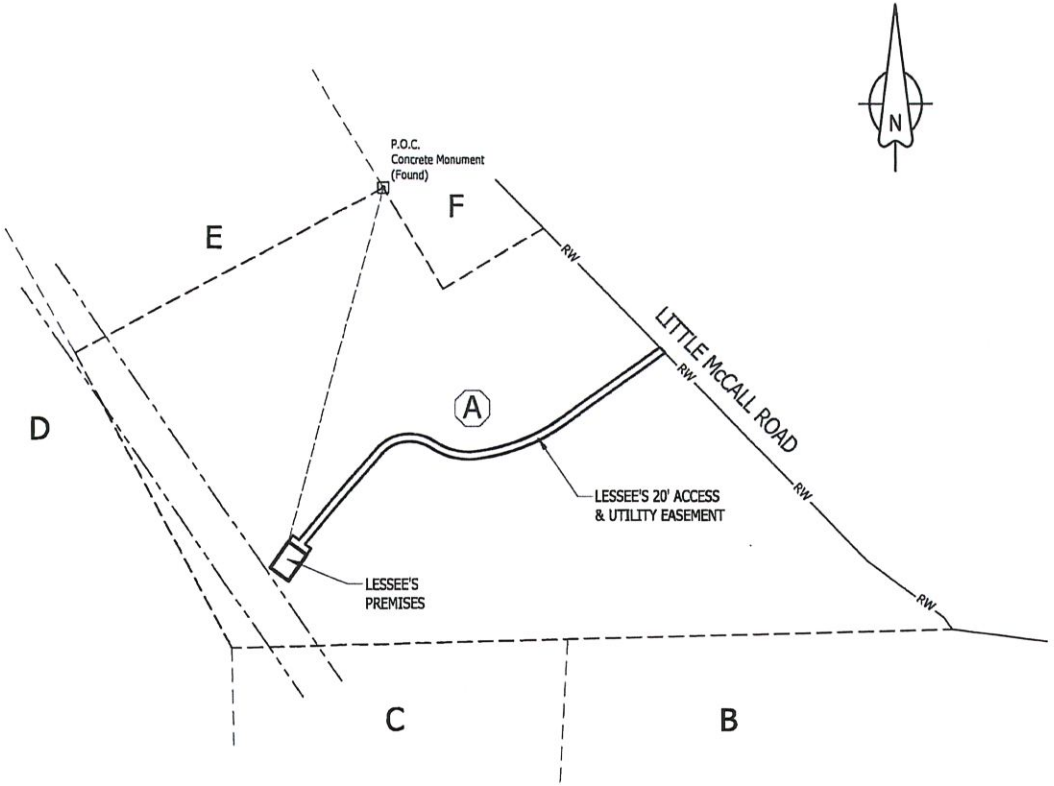
B. JOSEPH E. JAUDON, SR.
TAX PARCEL: 03920003
DEED NOT LISTED
PLAT BOOK G, PAGE 83

C. JOSEPH E. JAUDON, SR...
TAX PARCEL: 03920004
DEED BOOK 1930, PAGE 398
PLAT BOOK G, PAGE 83

D. JOSEPH E. JAUDON, SR...
TAX PARCEL: 03920001
DEED BOOK 282, PAGE 96
PLAT BOOK 23, PAGE 264

E. BRIAN MITCHELL LOGAN ...
TAX PARCEL: 03910023
DEED BOOK 2620, PAGE 577
PLAT BOOK 28, PAGE 884

F. BGN INVESTMENTS LLC.
TAX PARCEL: 03920002
DEED BOOK 2257, PAGE 496
PLAT BOOK C102, PAGE F-1



RW — PUBLIC R/W

TAX PARCEL BOUNDARY

PIPELINE R/W EASEMENT

TIE LINE

LESSEE'S EASEMENT

LEASE PREMISES

APPROX SCALE: 1" = 300'

0' 300' 600' 900'

VICINITY/LOCATION MAP CAVEAT:
VICINITY/ LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION

THE
LAND CONSULTANTS
LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

DIAMOND
COMMUNICATIONS, LLC

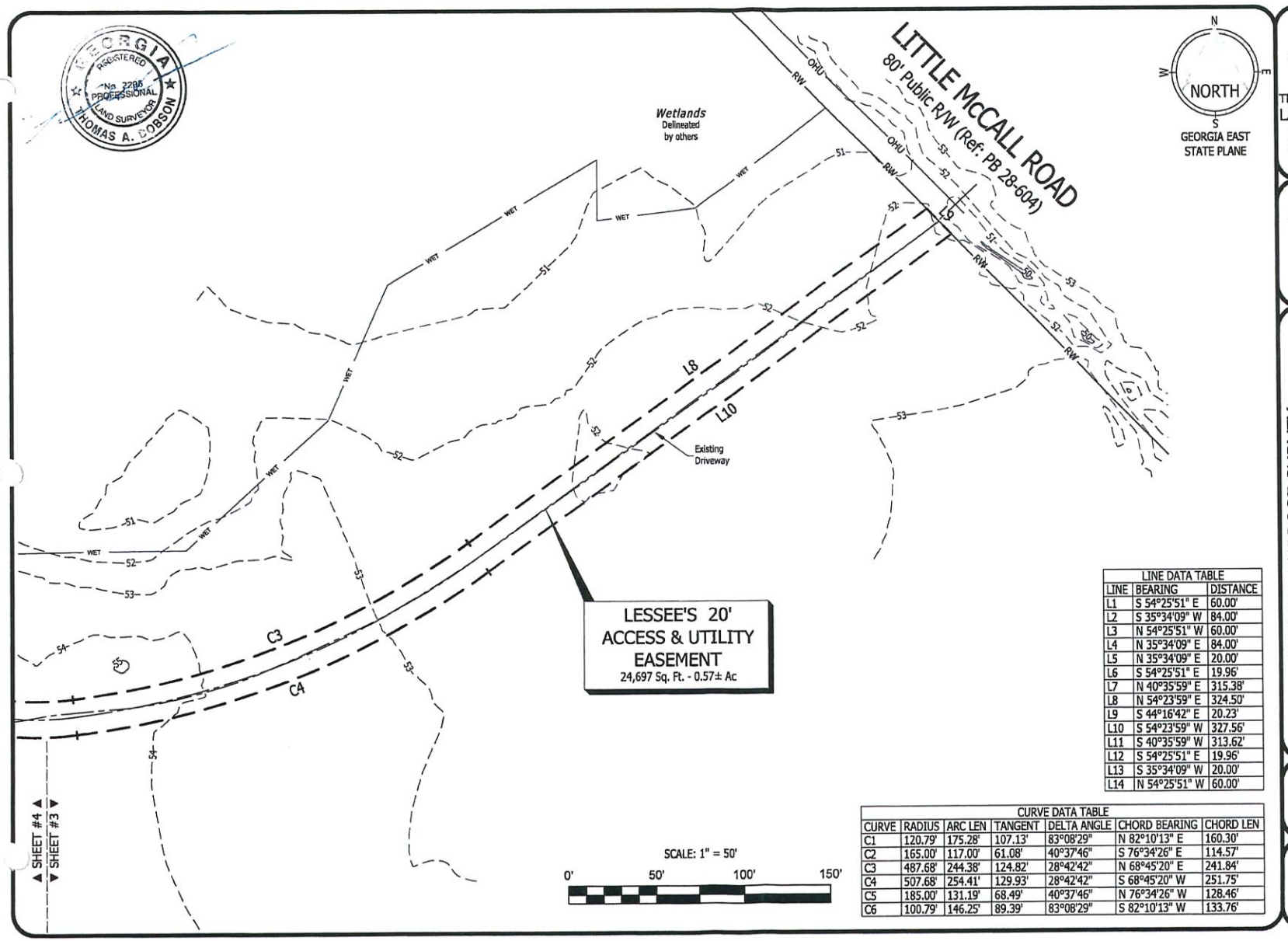
SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Plt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1

OVERVIEW

SHEET 2 OF 5



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S 54°25'51" E	60.00'
L2	S 35°34'09" W	84.00'
L3	N 54°25'51" W	60.00'
L4	N 35°34'09" E	84.00'
L5	N 35°34'09" E	20.00'
L6	S 54°25'51" E	19.96'
L7	N 40°35'59" E	315.38'
L8	N 54°23'59" E	324.50'
L9	S 44°16'42" E	20.23'
L10	S 54°23'59" W	327.56'
L11	S 40°35'59" W	313.62'
L12	S 54°25'51" E	19.96'
L13	S 35°34'09" W	20.00'
L14	N 54°25'51" W	60.00'

CURVE DATA TABLE						
CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	120.79'	175.28'	107.13'	83°08'29"	N 82°10'13" E	160.30'
C2	165.00'	117.00'	61.08'	40°37'46"	S 76°34'26" E	114.57'
C3	487.68'	244.38'	124.82'	28°42'42"	N 68°45'20" E	241.84'
C4	507.68'	254.41'	129.93'	28°42'42"	S 68°45'20" W	251.75'
C5	185.00'	131.19'	68.49'	40°37'46"	N 76°34'26" W	128.46'
C6	100.79'	146.25'	89.39'	83°08'29"	S 82°10'13" W	133.76'

GEORGIA
REGISTERED
No. 2705
PROFESSIONAL
LAND SURVEYOR
THOMAS A. DOBSON

THE
LAND CONSULTANTS
LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

DIAMOND
COMMUNICATIONS, LLC

SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150

Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH PJt # 013541001
DWG#: 20431
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ISSUE DATE: 09-20-2021
SEE SHEET #1

SITE SURVEY

SHEET 3 OF 5

SPECIAL PURPOSE SURVEY
SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia
PREPARED FOR
DIAMOND COMMUNICATIONS, LLC
THE LAND CONSULTANTS LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190
KH Plt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1
SITE SURVEY
SHEET 4 OF 5
LINE DATA TABLE
LINE BEARING DISTANCE
L1 S 54°25'51" E 60.00'
L2 S 35°34'09" W 84.00'
L3 N 54°25'51" W 60.00'
L4 N 35°34'09" E 84.00'
L5 N 35°34'09" E 20.00'
L6 S 54°25'51" E 19.96'
L7 N 40°35'59" E 315.38'
L8 N 54°23'59" E 324.50'
L9 S 44°16'42" E 20.23'
L10 S 54°23'59" W 327.56'
L11 S 40°35'59" W 313.62'
L12 S 54°25'51" E 19.96'
L13 S 35°34'09" W 20.00'
L14 N 54°25'51" W 60.00'
CURVE DATA TABLE
CURVE RADIUS ARC LEN TANGENT DELTA ANGLE CHORD BEARING CHORD LEN
C1 120.79' 175.28' 107.13' 83°08'29" N 82°10'13" E 160.30'
C2 165.00' 117.00' 61.08' 40°37'46" S 76°34'26" E 114.57'
C3 487.68' 244.38' 124.82' 28°42'42" N 68°45'20" E 241.84'
C4 507.68' 254.41' 129.93' 28°42'42" S 68°45'20" W 251.75'
C5 185.00' 131.19' 68.49' 40°37'46" N 76°34'26" W 128.46'
C6 100.79' 146.25' 89.39' 83°08'29" S 82°10'13" W 133.76'
SHEET #3
SHEET #4
RESIDENCE
GARAGE
Existing Driveway
Existing Driveway
C1
C2
C5
C6
LESSEE'S 20' ACCESS & UTILITY EASEMENT
24,697 Sq. Ft. - 0.57± Ac
LESSEE'S PREMISES
5,040 Sq. Ft.
0.12± Ac
Region not delineated as Wetlands
Region not delineated as Wetlands
Wetlands Delineated by others
Wetlands Delineated by others
Chord Tie Line - See Sheet #2
S 15°09'08" W 973.58'
P.O.B. Premises, AU Esmt
SCALE: 1" = 50'
0'
50'
100'
150'
SOUTHERN NATURAL GAS R/W EASEMENT
PLAT 28-604 COEC (See Title Notes for granting Deeds)
Shown according to found Monumentation outside Survey Map Area
(Exact Locations of underground pipelines not marked
Gas Line Markers (outside Survey Maps Area) may or
may not represent exact locations of Pipeline)
REGISTERED
No. 2205
PROFESSIONAL
LAND SURVEYOR
GEORGIA
THOMAS A. NOSBOSCH

LESSEE'S PREMISES

All that Tract or Parcel of land lying and being in the 10th G.M. District of Effingham County, Georgia, and being a portion of the property of Donald A. Wester and Lyn M. Wester, of record in Deed Book 2533, Page 433, Clerk's Office, Effingham County, Georgia, and being more particularly described as follows:

COMMENCE at a Concrete Monument found at the most Northern Corner of aforesaid Property;
Thence along a Chord Tie Line having a Bearing of S 15°09'08" W, a distance of 973.58 feet to the POINT OF BEGINNING;

Thence S 54°25'51" E, a distance of 60.00 feet;
Thence S 35°34'09" W, a distance of 84.00 feet;
Thence N 54°25'51" W, a distance of 60.00 feet;
Thence N 35°34'09" E, a distance of 84.00 feet to the POINT OF BEGINNING.

Said tract contains 0.12 Acres (5,040 Square Feet), more or less.

LESSEE'S 20' ACCESS & UTILITY EASEMENT

All that Tract or Parcel of land lying and being in the 10th G.M. District of Effingham County, Georgia, and being a portion of the property of Donald A. Wester and Lyn M. Wester, of record in Deed Book 2533, Page 433, Clerk's Office, Effingham County, Georgia, and being more particularly described as follows:

COMMENCE at a Concrete Monument found at the most Northern Corner of aforesaid Property;
Thence along a Chord Tie Line having a Bearing of S 15°09'08" W, a distance of 973.58 feet to the POINT OF BEGINNING;

Thence N 35°34'09" E, a distance of 20.00 feet;
Thence S 54°25'51" E, a distance of 19.96 feet;
Thence N 40°35'59" E, a distance of 315.38 feet;
Thence with a curve to the right with an arc length of 175.28 feet, with a radius of 120.79 feet, with a chord bearing of N 82°10'13" E, with a chord length of 160.30 feet;
Thence with a curve to the left with an arc length of 117.00 feet, with a radius of 165.00 feet, with a chord bearing of S 76°34'26" E, with a chord length of 114.57 feet;
Thence with a curve to the left with an arc length of 244.38 feet, with a radius of 487.68 feet, with a chord bearing of N 68°45'20" E, with a chord length of 241.84 feet;
Thence N 54°23'59" E, a distance of 324.50 feet to a point on the Southwestern Right-of-Way Line of Little McCall Road;
Thence S 44°16'42" E, along said Right-of-Way Line, a distance of 20.23 feet;
Thence S 54°23'59" W, leaving said Right-of-Way Line, a distance of 327.56 feet;
Thence with a curve to the right with an arc length of 254.41 feet, with a radius of 507.68 feet, with a chord bearing of S 68°45'20" W, with a chord length of 251.75 feet;
Thence with a curve to the right with an arc length of 131.19 feet, with a radius of 185.00 feet, with a chord bearing of N 76°34'26" W, with a chord length of 128.46 feet;

GEORGIA REGISTERED No. 2205 PROFESSIONAL LAND SURVEYOR THOMAS A. DOBSON

TITLE EXAMINATION

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6. C. ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Limited Title Report, prepared by Old Republic Specialized Commercial Services:

(Note: Title Examination does not include a specific "Exceptions" Section. This survey addresses only those items within the scope noted above.

Item 1: Natural Gas Pipeline Permit, Deeds 108-241, 1681-331, 1695-344 &1695-350:
Pipeline Permit, Easement and/or Right-of-Way, located on Parent Tax Parcel (near SW Line) as shown hereon. (does not cross Lessee's Site).

Item 2: Plat A-136: Plat lacks information needed to determine a relationship with Parent Tax Parcel. Does not show any matters of revevance

Item 3: Plat A-389-B1:
Item 4: Plat B-165-C2:
Plats of lands other than Parent Tax Parcel.

Item 5: Plat C-102-F1: Plat of earlier vesting lands. Does not show any relevant matters, except for Pipeline Easement, see Item #1.

Item 7: Plat 28-604: Plat of Parent Tax Parcel. Does not show any relevant matters, except for Pipeline Easement, see Item #1.

Item 8: Current Use Assessment, Deed 2578-663: Applies to Parent Tax Parcel. Blanket. Type of influence not addressed.

LEGAL DESCRIPTION OF PARENT TAX PARCEL

SITUATE IN EFFINGHAM COUNTY, STATE OF GEORGIA:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 10TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, CONTAINING 38.495 ACRES, MORE OR LESS, THAT IS SHOWN AND MORE PARTICULARLY DESCRIBED BY THE PLAT OF SURVEY ENTITLED "SURVEY OF 38.495 AC BEING SUBDIVIDED FROM 58.42 LOCATED IN THE 10TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA", MADE BY WILLIAM MARK GLISSON, R.L.S. #3316, DATED JUNE 19, 2019, RECORDED IN THE OFFICE OF THE, CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, IN PLAT BOOK 28, SLIDE 604, WHICH IS INCORPORATED INTO THIS DESCRIPTION BY SPECIFIC REFERENCE THERETO.

TAX ID NO: 03920002A00

DERIVATION CLAUSE
BEING THE SAME PROPERTY CONVEYED TO DONALD A. WESTER AND LYN M. WESTER, AS JOINT TENANTS WITH SURVIVORSHIP, GRANTEE, FROM BGN INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY, GRANTOR RECORDED 07/03/2019, AS BOOK 2533 PAGE 433 OF EFFINHGHAM COUNTY RECORDS.

THE LAND CONSULTANTS LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

DIAMOND COMMUNICATIONS, LLC

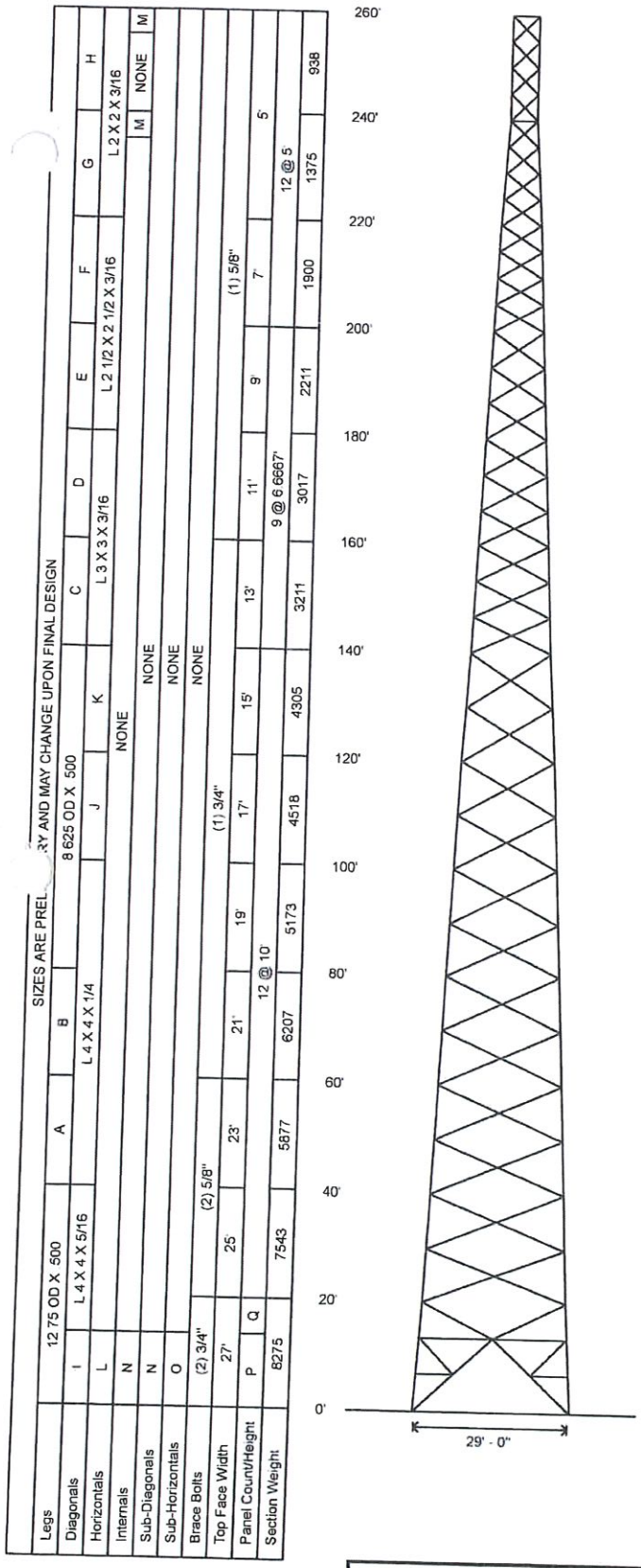
SPECIAL PURPOSE SURVEY

SITE NAME:
EFFINGHAM
SITE#: GA-150
Little McCall Road, Guyton, GA 31312
10th G. M. District
Effingham County, Georgia

KH Pjt # 013541001
DWG#: 20431
ISSUE #: 4
ISSUE DATE: 09-20-2021
SEE SHEET #1

DESCRIPTIONS

Exhibit 3



Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	129 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	0 50 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	57 ft

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	113 42	Shear (kips)	67 91
Axial (kips)	95 18	Compression (kips)	703
Moment (ft-kips)	16862	Uplift (kips)	621
Torsion (ft-kips)	77 86		

Material List

Display	Value
A	12 75 OD X 375
B	10 75 OD X 500
C	8 625 OD X 322
D	5 563 OD X 500
E	5 563 OD X 375
F	4 500 OD X 337
G	3 500 OD X 300
H	2 375 OD X 218
I	L 5 X 3 1/2 X 5/16 (SLV)
J	L 3 1/2 X 3 1/2 X 1/4
K	L 3 1/2 X 3 X 1/4 (SLV)
L	L 4 X 4 X 1/4
M	L 2 X 2 X 3/16
N	L 3 X 3 X 1/4
O	L 2 1/2 X 2 1/2 X 1/4
P	1 @ 13 333'
Q	1 @ 6 667'

Notes

1) This tower design and, if applicable, the foundation design (s) shown on the following page(s) also meet or exceed the requirements of the 2018 International Building Code.
2) Weights shown are estimates. Final weights may vary.
3) All unequal angles are oriented with the short leg vertical.
4) (6) 1 3/4" dia. x 87"-long F1554 grade 105 anchor bolts per leg.
5) Foundation loads shown are maximums.
6) Azimuths are relative (not based on true north).
7) Transmission lines are to be attached to 15 hole waveguide ladders with stackable hangers.
8) The tower model is S3TL Series HD1.
9) All brace bolts are A325-X.
10) All braces are A572 Grade 50.
11) All legs are A500 (50 ksi Min. Yield).

Sabre Industries
INNOVATION DELIVERED
Sabre Industries
7101 Southbridge Drive
P O Box 658
Sioux City, IA 51102-0658
Phone (712) 258-6690
Fax (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation

Quote:	21-3873-JDS-R2
Customer:	DIAMOND COMMUNICATIONS LLC
Site Name:	Effingham, GA GA150
Description:	260' S3TL
Date:	10/7/2021 By RM Page: 1

Designed Appurtenance Loading

Elev	Description	Tx-Line
250	3 EHD V-Boom - 12ft Face - 3ft Standoff (AT&T approved)	
250	(1) 40,000 sq in antenna loading (below top)	(28) 1 5/8"

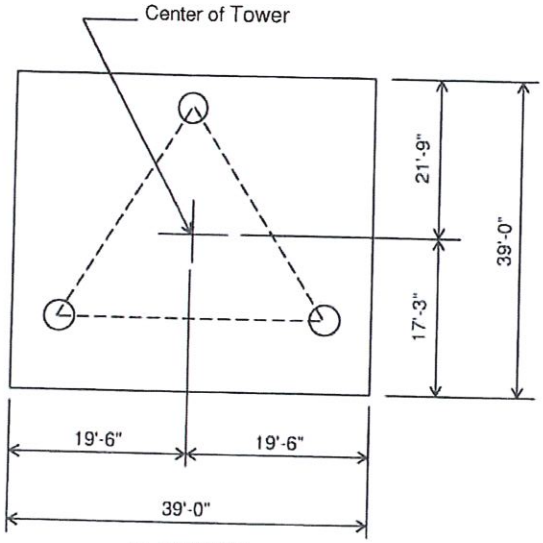
Elev	Description	Tx-Line
235	(1) 30,000 sq in. antenna loading (below top)	(12) 1 5/8"
220	(1) 30,000 sq. in antenna loading (below top)	(12) 1 5/8"

Sabre Industries
INNOVATION DELIVERED

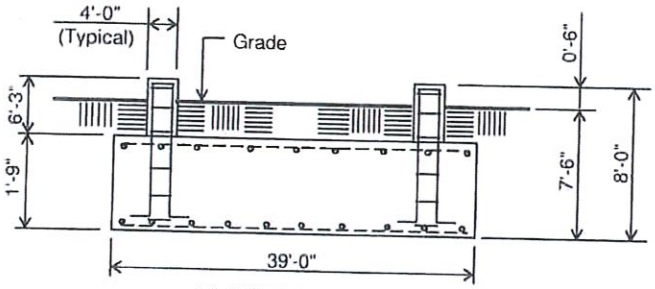
No.: 21-3873
Date: 10/07/2021
By: DO

Customer: DIAMOND COMMUNICATIONS LLC
Site: Effingham, GA GA150
260 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



PLAN VIEW



ELEVATION VIEW
(107.3 cu. yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
2) Rebar to conform to ASTM specification A615 Grade 60.
3) All rebar to have a minimum of 3" concrete cover.
4) All exposed concrete corners to be chamfered 3/4".
5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
6) 5.75' of soil cover is required over the entire area of the foundation slab.
7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
Pier	(22) #9 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
Mat	(58) #10 horizontal rebar evenly spaced each way top and bottom. (232 total)
Anchor Bolts per Leg	
(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.	

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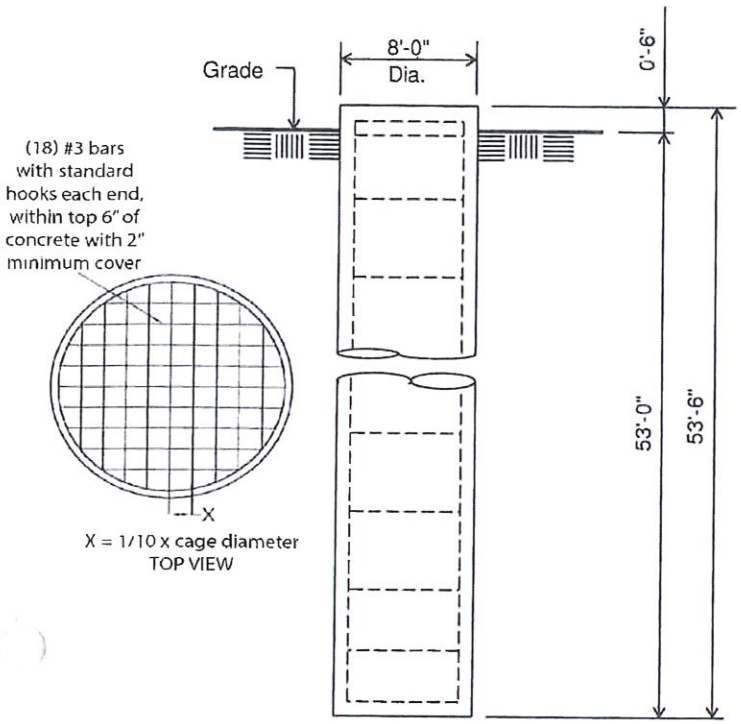
7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

Sabre Industries
INNOVATION DELIVERED

No.: 21-3873
Date: 10/07/2021
By: DO

Customer: DIAMOND COMMUNICATIONS LLC
Site: Effingham, GA GA150
260 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW
(99.6 cu. yds.)
(3 REQUIRED; NOT TO SCALE)

Notes:

1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
2) Rebar to conform to ASTM specification A615 Grade 60.
3) All rebar to have a minimum of 3" concrete cover.
4) All exposed concrete corners to be chamfered 3/4".
5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
6) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Pier	
Pier	(30) #10 vertical rebar w/ #5 ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.	

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7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

Federal Aviation Administration

« OE/AAA

Notice of Proposed Construction or Alteration - Off Airport

Add a New Case (Off Airport) - Desk Reference Guide V_2018 2 1

Add a New Case (Off Airport) for Wind Turbines - Met Towers (with WT Farm) - WT-Barge Crane - Desk Reference Guide V_2018 2 1

Project Name: DIAMO-000664975-21 **Sponsor:** Diamond Towers V LLC

Details for Case : Antenna Tower Effingham GA150

Show Project Summary

Case Status

ASN: 2021-ASO-41179-OE
Status: Accepted
Public Comments: None

Date Accepted: 10/27/2021
Date Determined:
Letters: None
Documents: 10/27/2021 DIAMOND - 1A Cert...

Project Documents:
None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent
if Temporary : Months: Days:
Work Schedule - Start: 03/01/2022
Work Schedule - End: 09/01/2023

For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: TOWER | Antenna Tower
Structure Name: Antenna Tower Effingham GA150
FDC NOTAM:
NOTAM Number:
FCC Number:
Prior ASN:

Structure Details

Latitude: 32° 18' 17.03" N
Longitude: 81° 18' 36.59" W
Horizontal Datum: NAD83
Site Elevation (SE): 52 (nearest foot) PASSED
Structure Height (AGL): 269 (nearest foot)
Current Height (AGL): (nearest foot)
**** For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal***

Minimum Operating Height (AGL): (nearest foot)
**** For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.***

Requested Marking/Lighting: Dual-red and medium intensity
Other :
Recommended Marking/Lighting:
Current Marking/Lighting: N/A Proposed Structure
Other :
Nearest City: Guyton
Nearest State: Georgia
Description of Location: Little McCall Road, Guyton, GA 31312
On the Project Summary page upload any certified survey.
Description of Proposal: New Construction of 260' Antenna Tower, reference FCC application A1204384

Proposed Frequency Bands

Select any combination of the applicable frequencies/powers identified in the Colo Void Clause Coalition, Antenna System Co-Location, Voluntary Best Practices, effective 21 Nov 2007, to be evaluated by the FAA with your filing If not within one of the frequency bands listed below, manually input your proposed frequency(ies) and power using the Add Specific Frequency link

Add Specific Frequency

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1928	W

Previous Back to Search Result Next

Exhibit 4

Federal Aviation Administration

« OE/AAA

Notice of Proposed Construction or Alteration - Off Airport

Add a New Case (Off Airport) - Desk Reference Guide V_2018.2.1

Add a New Case (Off Airport) for Wind Turbines - Met Towers (with WT Farm) - WT-Barge Crane - Desk Reference Guide V_2018.2.1

Project Name: DIAMO-000664980-21 **Sponsor:** Diamond Towers V LLC

Details for Case : Crane Effingham GA150

Show Project Summary

Case Status

ASN:	2021-ASO-41181-OE
Status:	Accepted
Public Comments:	None
Date Accepted:	10/27/2021
Date Determined:	
Letters:	None
Documents:	None
	Project Documents: 10/27/2021 DIAMOND - 1A Cert...

Construction / Alteration Information

Notice Of:	Construction
Duration:	Temporary
if Temporary :	Months: 18 Days: 0
Work Schedule - Start:	03/01/2022
Work Schedule - End:	09/01/2023

For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type:	CRANE | Tower Crane
Structure Name:	Crane Effingham GA150
FDC NOTAM:	
NOTAM Number:	
FCC Number:	
Prior ASN:	

Structure Details

Latitude:	32° 18' 17.03" N
Longitude:	81° 18' 36.59" W
Horizontal Datum:	NAD83
Site Elevation (SE):	52 (nearest foot) PASSED
Structure Height (AGL):	285 (nearest foot)
Current Height (AGL): ** For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*	(nearest foot)
Minimum Operating Height (AGL): ** For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.*	280 (nearest foot)
Requested Marking/Lighting:	Red lights and flags
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
Other :	
Nearest City:	Guyton
Nearest State:	Georgia
Description of Location: *On the Project Summary page upload any certified survey.*	Little McCall Road, Guyton, GA 31312
Description of Proposal:	Crane to be used during construction of proposed tower 2021-ASO-41179-OE

Proposed Frequency Bands

Select any combination of the applicable frequencies/powers identified in the Colo Void Clause Coalition, Antenna System Co-Location, Voluntary Best Practices, effective 21 Nov 2007, to be evaluated by the FAA with your filing. If not within one of the frequency bands listed below, manually input your proposed frequency(ies) and power using the Add Specific Frequency link.

Add Specific Frequency

Low Freq	High Freq	Freq Unit	ERP	ERP Unit

Previous Back to Search Result Next

Exhibit 5

ULS License

Wireless Communications Service License - KNLB222 - New Cingular Wireless PCS, LLC

Call Sign	KNLB222	Radio Service	WS - Wireless Communications Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	MEA008 - Atlanta	Channel Block	A
Submarket	1	Associated Frequencies (MHz)	002305.00000000-002310.00000000 002350.00000000-002355.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	02/28/2020	Expiration	07/21/2027
Effective	02/28/2020	Cancellation	

Bulldout Deadlines

1st	03/13/2017	2nd	09/13/2019

Discontinuance Dates

1st		2nd	

Notification Dates

1st	02/15/2017	2nd	09/05/2019

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

New Cingular Wireless PCS, LLC
208 S. Akard St., RM 1016
Dallas, TX 75202
ATTN Leslie A. Wilson

P:(855)699-7073
F:(214)746-6410
E:FCCMW@att.com

Contact

AT&T Mobility LLC

1120 20th Street NW - Suite 1000
Washington, DC 20036
ATTN Michael P. Goggin

P:(202)457-2055
E:michael.p.goggin@att.com

Ownership and Qualifications

Radio Service Type

Regulatory Status: Interconnected

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

Exhibit 6

10/27/2021 at 06:27:20
A1204384

FCC Form 854
Main Form

Approved by OMD – 3060-0139
See instructions for public burden estimate

Application for Antenna Structure Registration

Purpose of Filing

1) Enter the application purpose: (**NE**)

AM – Amendment of a Pending Application
AU – Administrative Update
CA – Cancellation of an Antenna Structure Registration
DI – Notification of an Antenna Structure Dismantlement
MD – Modification of a Antenna Structure Registration
NE – Registration of a New Antenna Structure
NT – Required Construction/Alteration Notification
OC – Ownership Change
RE – Registration of a Replacement Antenna Structure
WD – Withdrawal of a Pending Application

2a) If the answer to 1 is AU, CA, DI, MD, NT, OC or RE, provide the FCC Antenna Structure Registration (ASR) Number.	FCC ASR Number:
2b) If the answer to 1 is AM or WD, provide the File Number of the pending application on file.	File Number:
2c) If the answer to 1 is MD or NT, provide the date the Antenna Structure was constructed or the date it was last altered (mm/dd/yyyy).	Date:
2d) If the answer to 1 is DI, provide the date the Antenna Structure was dismantled (mm/dd/yyyy).	Date:

Antenna Structure Ownership Information

3) Select one of the entity types:

( ) Individual ( ) Unincorporated Association ( ) Trust ( ) Government Entity
( ) Corporation (**X**) Limited Liability Company ( ) General Partnership ( ) Limited Partnership
( ) Consortium ( ) Limited Liability Partnership ( ) Other: _____

4) FCC Registration Number (FRN): **0027173103**		5) Assignor FCC Registration Number (FRN):	
6) First Name (if individual):	MI:	Last Name:	Suffix:
7) Legal Entity Name (if not an individual): **Diamond Towers V LLC**			
8) Attention To: **Compliance Dept.-GA150**		9) P.O. Box:	**And/Or**
10a) Street Address 1: **210 Mountain Ave**		10b) Street Address 2: **Unit 619**	
11) City: **Springfield**	12) State: **NJ**	13) Zip Code: **07081**	
14) Telephone Number (xxx-xxx-xxxx): **(262) 649-4429**		15) Fax Number: (xxx-xxx-xxxx):	
E-mail Address: **sberry@diamondcomm.com**			

Contact Representative Information

17) First Name (if individual):	MI:	Last Name:	Suffix:

18) Business Name: **Diamond Towers V LLC**		
19) Attention To: **Compliance Dept.-GA150**	20) P.O. Box	**And/Or**
21a) Street Address 1: **210 Mountain Ave**	21b) Street Address 2: **Unit 619**	
22) City: **Springfield**	23) State: **NJ**	24) Zip Code: **07081**
25) Telephone Number (xxx-xxx-xxxx): **(262) 649-4429**	26) Fax Number: (xxx-xxx-xxxx):	
27) E-mail Address: **sberry@diamondcomm.com**		

Antenna Structure Information

28a) Latitude (DD-MM-SS.S): **32- 18- 17.0**	28b) North or South: **North**
29a) Longitude (DDD-MM-SS.S): **081- 18- 36.6**	29b) East or West: **West**
30) Street Address or Geographic Location: **Little McCall Road**	31) City: **Guyton**

32) County: **EFFINGHAM**	33) State: **GEORGIA**	34) Zip Code: **31312**

35) Elevation of site above mean sea level (meters):	**16.0** meters
36) Overall height above ground level (AGL) of the supporting structure without appurtenances:	**79.2** meters
37) Overall height above ground level (AGL) of the antenna structure including all appurtenances:	**82.0** meters
38) Overall height above mean sea level (add items 35 and 37 together):	**98.0** meters

39a) Enter the type of structure on which the antenna will be mounted: (**LTOWER**)

B – Building
BANT – Building with Antenna on Top
BMAST – Building with Mast
BPIPE – Building with Pipe
BPOLE – Building with Pole
BRIDG – Bridge
BTWR – Building with Tower
GTOWER – Guyed Structure Used For Communication Purposes
LTOWER – Lattice Tower
MAST – Mast
MTOWER – Monopole
NNGTANN – Guyed Tower Array
NNLTANN – Lattice Tower Array
NNMTANN – Monopole Array
PIPE – Any type of Pipe
POLE – Any type of Pole
RIG – Oil or Other Type of Rig
SIGN – Any type of Sign or Billboard
SILO – Any type of Silo
STACK – Smoke Stack
TANK – Any type of Tank (water, gas, etc.)
TREE – When used as a support for an antenna
UPOLE – Utility Pole/Tower used to provide service (electric, telephone, etc.)

39b) Number of Towers in Array:	39c) Position of this Tower in the Array:
40a) Array Center Latitude (DD-MM-SS.S):	40b) North or South
41a) Array Center Longitude (DDD-MM-SS.S):	41b) East or West:

Proposed Marking and/or Lighting

42) Enter the proposed marking and/or lighting: (7)
See Form 854 Item 42 Instructions for detailed tier and lighting information.

1) None
2) Paint Only
3) Other _____
4) FAA Style B
5) FAA Style D
6) FAA Style C
7) FAA Style E
8) FAA Style F
9) FAA Style A
10) FAA Style G

FAA Notification

43) FAA Study Number:	44) Date Issued:

Environmental Compliance

45) Does the applicant request a waiver of the Commission's rules for environmental notice prior to construction due to an emergency situation?	(**No**) Yes or No
46a) If the answer to 45 is No, is another federal agency taking responsibility for environmental review of the Antenna Structure?	(**No**) Yes or No
46b) If the answer to 46a is Yes, indicate why: 1) The Antenna Structure is on Federal Land and the landholding agency is taking responsibility for the environmental review of the Antenna Structure. 2) Another federal agency has agreed with the FCC in writing to take responsibility for the environmental review of the Antenna Structure.	( ) 1 or 2
46c) If the answer to 46a is Yes, provide the name of the federal agency taking responsibility for the environmental review of the Antenna Structure.	Name:
47) If the answers to 45 and 46a are No, provide the National Notice Date for the application to be posted on the FCC's website (mm/dd/yyyy).	Date: **11/10/2021**
48) Is the applicant submitting an environmental assessment?	(**No**) Yes or No
49) Does the applicant certify that grant of Authorizations at this location would not have a significant environmental effect pursuant to Section 1.1307 of the FCC's rules?	( ) Yes or No
50) If the answer to 49 is Yes, select the basis for this certification. 1) The construction is exempt from environmental notification (other than due to another agency's review) and it does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules? 2) The construction is exempt from environmental notification due to another agency's review, and the other agency has issued a Finding of No Significant Impact. 3) The environmental notification has been completed, and the FCC has notified the applicant that an Environmental Assessment is not required under Section 1.1307(c) or (d) of the FCC's rules, and the Construction does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules. 4) The FCC has issued a Finding of No Significant Impact.	( ) 1, 2, 3, 4
51) If the answer to 50 is 3 or 4, enter the date that Local Notice was provided (mm/dd/yyyy).	Date:

Certification Statements

1) The applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.

2) The applicant certifies that neither the applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.

Signature (Typed or Printed Name of Party Authorized to Sign) (For OC Applications, to be completed by Assignee)

52) First Name:	MI:	Last Name:	Suffix:
Sarah		**Schaaf**	
53) Title: **VP-Regulatory Compliance**			
54) Signature: **Sarah Schaaf**		55) Date: **Oct 27, 2021**	

Signature (Typed or Printed Name of Party Authorized to Sign) (For OC Applications, to be completed by Assignor)

56) First Name:	MI:	Last Name:	Suffix:
57) Title:			
58) Signature:		59) Date:	

ASR Application Search

Application A1204384

File Number	A1204384	Constructed	
Registration Number		Dismantled	
NEPA		EMI	No
Status	Pending	Date Received	11/02/2021
Purpose	Amendment	Entered	11/02/2021
Mode	Interactive		

Structure Type LTOWER - Lattice Tower

Location (in NAD83 Coordinates)

Lat/Long	32-18-17.0 N 081-18-36.6 W	Address	Little McCall Road
City, State	Guyton , GA		
Zip	31312	County	EFFINGHAM
Center of AM Array		Position of Tower in Array	

Heights (meters)

Elevation of Site Above Mean Sea Level
16.0

Overall Height Above Ground (AGL)
82.0

Overall Height Above Mean Sea Level
98.0

Overall Height Above Ground w/o Appurtenances
79.2

Proposed Marking and/or Lighting

FAA Style E

FAA Notification

FAA Study

FAA Issue Date

FRN	0027173103	Owner Entity Type	Limited Liability Company

Owner

Diamond Towers V LLC
Attention To: Compliance Dept.-GA150
210 Mountain Ave
Unit 619
Springfield , NJ 07081

P: (262)649-4429
F:
E: sberry@diamondcomm.com

Contact

Attention To: Compliance Dept.-GA150
210 Mountain Ave
Unit 619
Springfield , NJ 07081

P: (262)649-4429
F:
E: sberry@diamondcomm.com

Does the applicant request a Waiver of the Commission's rules for environmental notice?

No

Is the applicant submitting an Environmental Assessment?

No

Is another Federal Agency taking responsibility for environmental review?

No

Does the applicant certify to No Significant Environmental Effect pursuant to Section

Reason for another Federal Agency taking responsibility for environmental review

Basis for Certification

Name of Federal Agency

Local Notice Date

National Notice Date

11/03/2021

Authorized Party	Schaaf, Sarah	Title	VP-Regulatory Compliance
Receipt Date	11/02/2021		

Comments

None

Date	Event
10/27/2021	New Application Received

Date	Description	Existing Value	Requested Value
11/02/2021	Application : Identify the change type as Major or Minor	Minor	Major
11/02/2021	Environmental Compliance : National Notice Date	11/10/2021	11/03/2021

Pleading Type	Filer Name	Description	Date Entered
None			

Date	Description
None	

Type	Description	Date Entered
None		

CLOSE WINDOW

Exhibit 7

Sabre Industries™
INNOVATION DELIVERED

January 12, 2022

Karey Vawter
Diamond Communications
820 Morris Turnpike, Suite 104
Short Hills, NJ 07078

RE: 260' Self-Supporting Tower for Effingham, GA

Dear Mr. Vawter,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 129 mph with no ice and 30 mph with .5" ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.* The tower is designed with an engineered break-away point at the midheight of the tower. This would effectively result in a fall radius of 130' or less.

Sincerely,

GEORGIA REGISTERED No. SE000658 PROFESSIONAL ENGINEER AMY R. HERBST
1/12/22

Amy R. Herbst, P.E.
Senior Design Engineer

Exhibit 8

Diamond
Communications

October 25, 2021

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912)754-8063

Re: Conditional Use Application for proposed wireless telecommunications facility to be located on Parcel ID No. 03920002A00 – Collocation/Shared Use Letter

Dear Ms. Concannon,

Please accept this letter to indicate that Diamond Communications, LLC will comply with the requirements of Article V, Section 14-135(1) of the Effingham County Code of Ordinances:

Diamond Communications, LLC shall be willing to allow other commercial wireless telecommunications providers to co-locate on the proposed communications tower in the future, subject to engineering capabilities of the structure, frequency considerations and proper compensation from the additional user.

Please contact me should you have any questions at (610) 585-6853 or twaniewski@diamondcomm.com

Sincerely,

Thomas Waniewski
Diamond Communications
SVP – Site Acquisition

Exhibit 9

Diamond
Communications

October 25, 2021

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912)754-8063

Re: Conditional Use Application for proposed wireless telecommunications facility to be located on Parcel ID No. 03920002A00 – Regulatory Compliance

Dear Ms. Concannon,

Please accept this letter to indicate that Diamond Communications, LLC will comply with the requirements of Article V, Section 14-134(c)(1) of the Effingham County Code of Ordinances:

Diamond Communications, LLC, its successors and assigns, shall ensure that the proposed facility will meet or exceed current standards and regulations as set forth by the FAA, the FCC and any other agency of the state or federal government with the authority to regulate communication towers and antennae. If said standards and regulations are modified then Diamond Communications, LLC, its successors and assigns, shall bring such communications towers and antennae into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency.

Please contact me should you have any questions at (610) 585-6853 or twaniewski@diamondcomm.com

Sincerely,

Thomas Waniewski
Diamond Communications
SVP – Site Acquisition

Exhibit 10

Diamond Towers Site: Effingham

Alternative Candidate Analysis

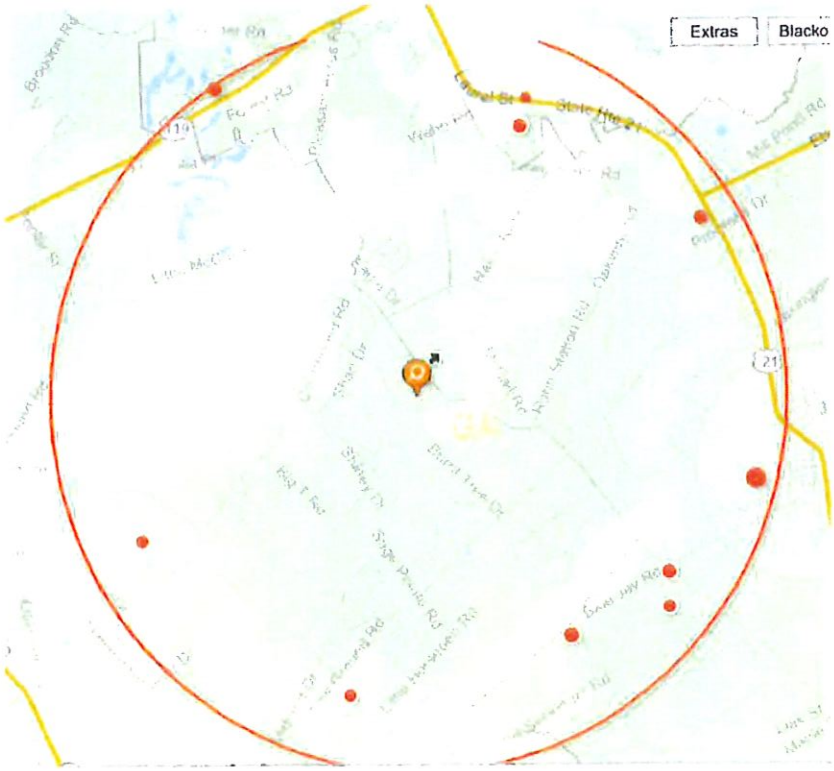
Diamond Towers submits this document to address alternative candidates it considered during its site selection process on behalf of AT&T. Diamond Towers was issued a 0.40 mile search ring near Little McCall Road and Patterson Drive with a requested antenna centerline of at least 250'.

Existing Structures in the Search Ring

Diamond Towers was able to confirm that there were no existing towers, nor other objects of 250' in height within the specified search area, nor within a reasonable distance outside the search ring.

Existing Structures outside of the Search Ring

Diamond Towers then located the nearest existing tower locations as shown on the attached map in a four (4) mile radius from the original search ring location:



This map illustrates a four (4) mile radius from the proposed search ring center in red, and as shown on the map, there are five (5) towers within that radius:

COMPETING STRUCTURES ("1 MILE RADIUS FOR URBAN, 3 MILE FOR SUBURBAN, 5 MILE FOR RURAL)

Competing Structure (Owner)	Type (Tower, RT etc)	Height	Carriers on Tower	Coords	Dist (mi), Dir
10. CCI	SST	173	0 -	32.2876, -81.2817	2.05 SE
3. Towerco	Monopole	199	1 -	32.3465, -81.291167	3.09 NE
6. Cellco	SST	250	1 - Verizon,	32.288583, -81.322806	3.26 S
1. Effingham County	Guyed	479	0 -	32.282472, -81.361444	3.37 SW
17. CCI	Guyed	330	1 -	32.2985, -81.3862	3.72 SW

Each of these towers is too far from both the original search ring and the proposed site to fill the gap identified by AT&T.

Raw Land Properties Considered

The majority of the land in or near the search ring and proposed site location is controlled by a timber company (Usher 412 Restoration LLC), along with some rural residential lots. Diamond, on behalf of AT&T, attempted to find any available location to lease and worked with some neighboring property owners, including Candidate A –Jaudon, and Candidate B - Mack. Ultimately, Mr. Jaudon turned down Diamond's proposal to not interfere with future development and the Mack property had too many wetlands to overcome with setback issues. Diamond located the property on the Wester property where it would not interfere with wetlands nor neighbor setbacks.

Conclusion

In conclusion, there are no existing towers or structures that can accommodate the applicant's proposed antenna. This document certifies that:

- No existing towers or structures of height are located within the geographic search ring area or within a reasonable distance outside of it.
- The nearest existing tower or structure is over 3.05 miles away and does not meet AT&T's coverage objectives

Diamond Towers has leased property from a willing landlord whose property will be developed in accordance with County regulations.

I certify that the forgoing is true and correct:

Thomas Waniewski
Diamond Communications
SVP – Site Acquisition

Exhibit 11

DOC# 005575
FILED IN OFFICE
7/3/2019 04:48 PM
BK:2533 PG:433-434
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY
REAL ESTATE TRANSFER
TAX PAID: $59.00

PT-61 051-2019-001839

Return Recorded Document to:
The Ratchford Firm
1575 Highway 21 South
Springfield, GA 31329

Our File #: 19-306

WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this **27th** day of **June, 2019**, between **BGN Investments, LLC,** a limited liability company organized and existing in the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Donald A. Wester and Lyn M. Wester**, as joint tenants with survivorship and not as tenants in common, as parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 38.495 acres, more or less, that is shown and more particularly described by the plat of survey entitled "Survey of 38.495 AC being subdivided from 58.42 located in the 10th G.M. District of Effingham County, Georgia", made by William Mark Glisson, R.L.S. #3316, dated June 19, 2019, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Slide 604, which is incorporated into this description by specific reference thereto.

This being a portion of the same property conveyed by Acorn 6B Little McCall Road Real Estate, LLC to BGN Investments, LLC as evidenced by that certain Limited Warranty Deed dated August 22, 2014 and recorded in Deed Book 2257, page 496, aforesaid records.

SUBJECT TO that certain Southern Natural Gas Right of Way Easement as shown on the above referenced plat.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has hereunto set it's hand and seal this day and year first above written.

Signed this 27th day of June, 2019
in the presence of:

BGN Investments, LLC

Catherine J. Jones
Unofficial Witness

BY: _____
Wilson H. Burns, Member

_____
Notary Public

My commission expires 2/18/23

(Notary Public affix seal)

WARREN E. PATCHFORD NOTARY PUBLIC Comm. Exp. 02/18/23 MCINTOSH COUNTY, GA

Exhibit 12

3883633903
PARTICIPANT ID

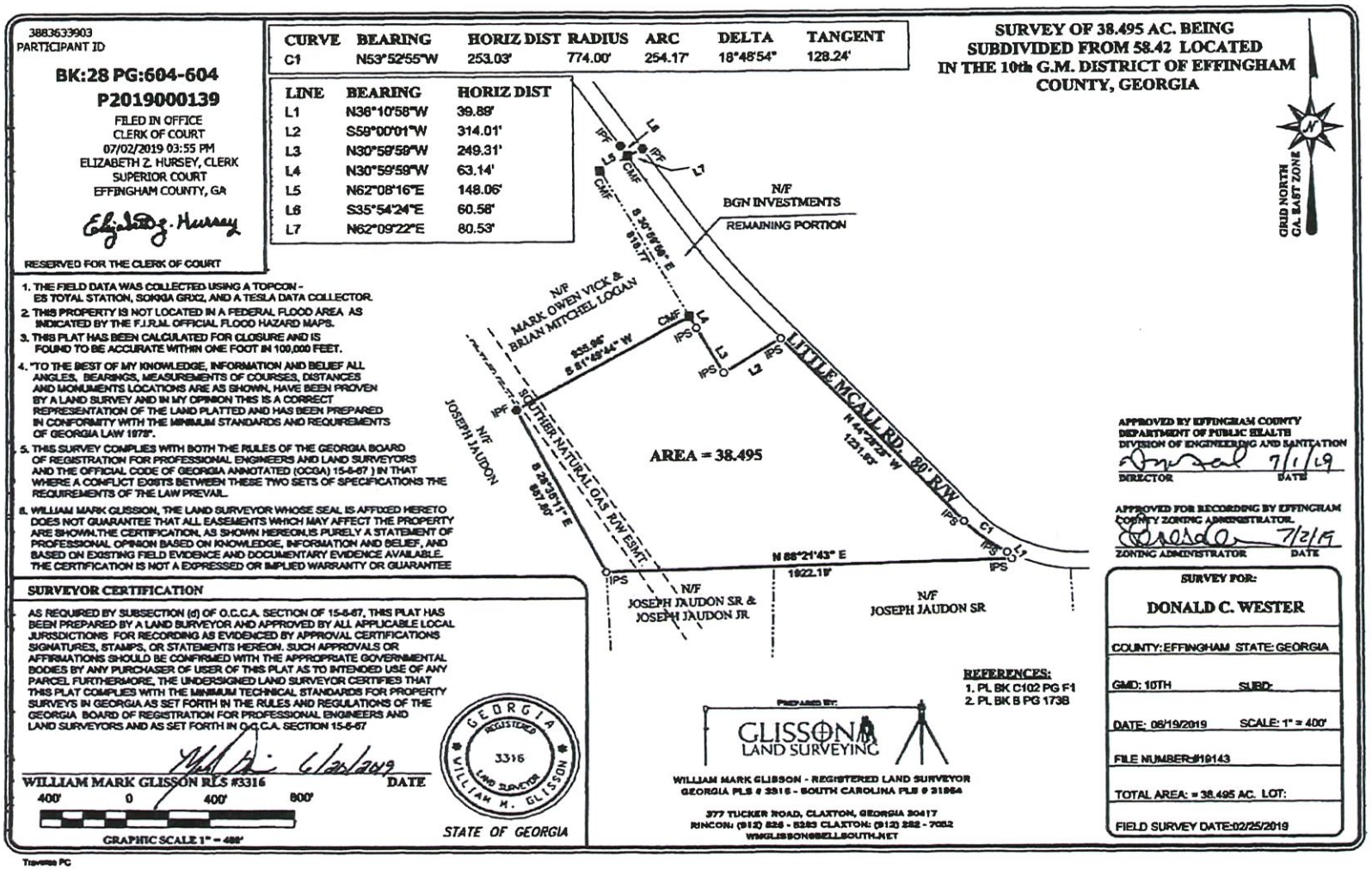
BK:28 PG:604-604
P2019000139
FILED IN OFFICE
CLERK OF COURT
07/02/2019 03:55 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

RESERVED FOR THE CLERK OF COURT

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N53°52'55"W	253.03'	774.00'	254.17'	18°48'54"	128.24'

LINE	BEARING	HORIZ DIST
L1	N36°10'58"W	39.89'
L2	S59°00'01"W	314.01'
L3	N30°59'59"W	249.31'
L4	N30°59'59"W	63.14'
L5	N62°08'16"E	148.06'
L6	S35°54'24"E	60.58'
L7	N62°09'22"E	80.53'

SURVEY OF 38.495 AC. BEING SUBDIVIDED FROM 58.42 LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA



1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOYAL STATION, SOKIGA GRIX, AND A TESLA DATA COLLECTOR.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978".
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSION, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN.THE CERTIFICATION, AS SHOWN HEREON,IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT A EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

WILLIAM MARK GLISSON RLS #3316 DATE 6/20/2019

GEORGIA REGISTERED 3316 LAND SURVEYOR WILLIAM M. GLISSON

STATE OF GEORGIA

400' 0 400' 800'
GRAPHIC SCALE 1" = 400'

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION
DIRECTOR DATE 7/1/19

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
ZONING ADMINISTRATOR DATE 7/2/19

REFERENCES:
1. PL BK C102 PG F1
2. PL BK B PG 173B

PREPARED BY:
GLISSON LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 21954
377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 8283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEY FOR:
DONALD C. WESTER

COUNTY: EFFINGHAM STATE: GEORGIA
GMD: 10TH SUBD:
DATE: 06/19/2019 SCALE: 1" = 400'
FILE NUMBER:#19143
TOTAL AREA: = 38.495 AC. LOT:
FIELD SURVEY DATE:02/25/2019

Traverse PC

Exhibit 13

Diamond
Communications

October 25, 2021

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912)754-8063

Re: Conditional Use Application for proposed wireless telecommunications facility to be located on Parcel ID No. 03920002A00 – Existing Inventory Letter

Dear Ms. Concannon,

Please accept this letter to indicate, as required by Article V, Section 14-137(1) of the Effingham County Code of Ordinances, that Diamond Communications, LLC currently has no existing towers or antennas located in or within one mile of the border of Effingham County.

Please contact me should you have any questions at (610) 585-6853 or twaniewski@diamondcomm.com

Sincerely,

Thomas Waniewski
Diamond Communications
SVP – Site Acquisition

Exhibit 14

Diamond
Communications

October 25, 2021

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912)754-8063

Re: Conditional Use Application for proposed wireless telecommunications facility to be located on Parcel ID No. 03920002A00 – Building Codes/Safety Standards

Dear Ms. Concannon,

Please accept this letter to indicate that Diamond Communications, LLC will comply with the requirements of Article V, Section 14-134(a) of the Effingham County Code of Ordinances:

Diamond Communications, LLC, its successors and assigns, shall ensure that the proposed facility will be designed, constructed, and maintained in compliance with standards contained in applicable local building codes and current standards and regulations of all applicable federal, state, and local authorities. The proposed tower will possess the structural capacity to accommodate at least three other uses comparable to the initial user. Furthermore, Diamond Communications, LLC, its successors and assigns, shall conduct periodic inspections of the proposed facility to ensure structural integrity. Inspections shall be conducted by a structural engineer licensed to practice in the state with the results of said inspection being provided to the administrator.

Please contact me should you have any questions at (610) 585-6853 or twaniewski@diamondcomm.com

Sincerely,

Thomas Waniewski
Diamond Communications
SVP – Site Acquisition

Exhibit 15

Diamond
Communications

October 25, 2021

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912)754-8063

Re: Conditional Use Application for proposed wireless telecommunications facility to be located on Parcel ID No. 03920002A00 – Tower Removal Letter

Dear Ms. Concannon,

Please accept this letter to indicate that Diamond Communications, LLC will comply with the requirements of Article V, Section 14-134(c)(1) of the Effingham County Code of Ordinances:

As required by Article V, Section 14-139(a) of the Effingham County Code of Ordinances, Diamond Communications, its successors and assigns, provide this statement declaring itself, its successors and assigns of being responsible for the removal of the proposed wireless communications transmission facility within 90 days of the facility no longer being in use for twelve consecutive months or in compliance with Effingham County's regulations, or found to constitute a danger to persons or property.

Please contact me should you have any questions at (610) 585-6853 or twaniewski@diamondcomm.com

Sincerely,

Thomas Waniewski
Diamond Communications
SVP – Site Acquisition

Exhibit 16

Parcel ID	Owner	Address	City/State/Zip
77000000038000	LOGAN BRIAN MITCHELL AND LINDSAY A	2750 LITTLE MCCALL RD	RINCON GA 31326
391000000022000	VICK MARK O JR AND NATASHA H	2694 LITTLE MCCALL RD	RINCON GA 31326
392000000001000	JAUDON JOSEPH E SR	2978 LITTLE MCCALL RD	RINCON GA 31326
77000000039000	WESTER DONALD A AND LYN M	PO BOX 1389	SPRINGFIELD GA 31329
77000000039000	BGN INVESTMENTS LLC	PO BOX 1628	SPRINGFIELD GA 31329
392000000002000	BGN INVESTMENTS LLC	PO BOX 1628	SPRINGFIELD GA 31329
77000000040000	NEIDLINGER DARRYL M	8880 SADDLE TRL	BALL GROUND GA 30107
392000000004000	JAUDON JOSEPH E SR AND JOSEPH E JR	2978 LITTLE MCCALL RD	RINCON GA 31326
0064000000008A00	USHER 412 RESTORATION LLC	4 MARSH HARBOR DR N	SAVANNAH GA 31410
77000000064000	JAUDON JOSEPH E SR	2978 LITTLE MCCALL RD	RINCON GA 31326
77000000063000	HUDSON MICHAEL E SR AND GLORIA J	3034 LITTLE MCCALL ROAD	RINCON GA 31326

Georgia Department of Public Health
Effingham County
Environmental Health

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

January 14, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
2800 Little McCall Road Springfield, GA 31329 c/o Jonathan Yates
Pin: 392-2A
Total Acres: 38.495 Acres to be rezoned: 38.495

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from R-1 to AR-1. The proposed rezoning request is given preliminary approval based on the proposed usage not requiring **water** or **sewer** connections.

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

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

3883633903
PARTICIPANT ID

BK:28 PG:604-604

P2019000139

FILED IN OFFICE
CLERK OF COURT
07/02/2019 03:55 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Elizabeth Z. Hursey

RESERVED FOR THE CLERK OF COURT

SURVEY OF 38.495 AC. BEING SUBDIVIDED FROM 58.42 LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N53°52'55"W	253.03'	774.00'	254.17'	18°48'54"	128.24'

LINE	BEARING	HORIZ DIST
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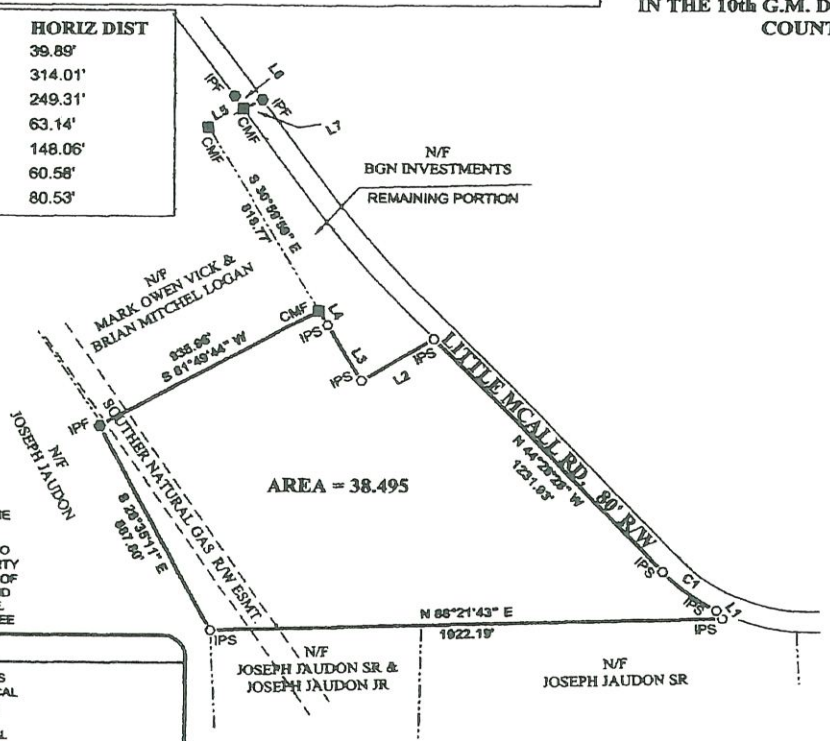
L4	N30°59'59"W	63.14'
L5	N62°08'16"E	148.06'
L6	S35°54'24"E	60.58'
L7	N62°09'22"E	80.53'



GRID NORTH
GA. EAST ZONE

1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL STATION, SOKKIA GRX2, AND A TESLA DATA COLLECTOR.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1975".
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSION, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN.THE CERTIFICATION, AS SHOWN HEREON,IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT A EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE

APPROVED BY EFFINGHAM COUNTY
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ENGINEERING AND SANITATION

DIRECTOR — DATE 7/1/19

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR — DATE 7/2/19

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.C.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.C.A. SECTION 15-6-67

WILLIAM MARK GLISSON RLS #3316 — DATE 6/20/2019

GEORGIA REGISTERED 3316 LAND SURVEYOR WILLIAM M. GLISSON

STATE OF GEORGIA

400' 0 400' 800'

GRAPHIC SCALE 1" = 400'

REFERENCES:
1. PL BK C102 PG F1
2. PL BK B PG 173B

PREPARED BY:

GLISSON LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 21964

377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEY FOR:

DONALD C. WESTER

COUNTY: EFFINGHAM STATE: GEORGIA

GMD: 10TH SUBD:

DATE: 06/19/2019 SCALE: 1" = 400'

FILE NUMBER:#19143

TOTAL AREA: = 38.495 AC. LOT:

FIELD SURVEY DATE:02/25/2019

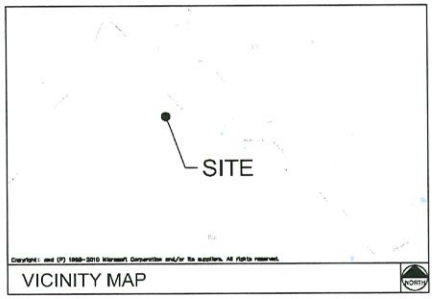
Traverse PC

WETLAND NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 0 SQ.FT. (0 ACRES) OF WETLAND IMPACT FOR THE PROPOSED PROJECT. IF ADDITIONAL BMP MEASURES ARE REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND /OR PROJECT MANAGER.

Diamond Communications LLC

SPRINGFIELD POLICE DEPARTMENT
130 LAUREL STREET
SPRINGFIELD, GA 31329
PHONE: (912) 754-3061
ATTN.: CUSTOMER SERVICE

EFFINGHAM COUNTY FIRE STATION#4
139 RECYCLE WAY
GUYTON, GA 31312
PHONE: (912) 754-8888
ATTN.: CUSTOMER SERVICE



VICINITY MAP

FROM DIAMOND COMMUNICATIONS OFFICE: EAD SOUTHWEST TOWARD NJ-124 E/MORRIS TURNPIKE 154 FT; TURN LEFT ONTO NJ-124 E/MORRIS TURNPIKE, CONTINUE TO FOLLOW NJ-124 E 1.7 MI; CONTINUE ONTO NJ-82 E/MORRIS AVE 1.5 MI; TURN RIGHT ONTO ELMWOOD AVE 0.6 MI; ELMWOOD AVE TURNS RIGHT AND BECOMES STUYVESANT AVE 0.2 MI; STUYVESANT AVE TURNS SLIGHTLY LEFT AND BECOMES CHESTNUT ST 0.1 MI; TURN RIGHT TO MERGE ONTO GARDEN STATE PKWY 0.2 MI; MERGE ONTO GARDEN STATE PKWY 11.0 MI; USE THE 2ND FROM THE RIGHT LANE TO TAKE EXIT 129 FOR I-95/US-9/N.J. TURNPIKE TOWARD NJ-440/I-287/WOODBRIDGE/PERTH AMBOY/DEL. MEMORIAL BRIDGE 0.3 MI; KEEP LEFT, FOLLOW SIGNS FOR NEW JERSEY TURNPIKE S 0.8 MI; KEEP LEFT AT THE FORK AND MERGE ONTO I-95 S 39.6 MI; CONTINUE ONTO NJ TPKE S 48.8 MI; KEEP LEFT AT THE FORK 0.5 MI; MERGE ONTO NJ TPKE S 1.5 MI; CONTINUE ONTO US-40 W/NJ TPKE S 0.5 MI; MERGE ONTO I-295 S 6.7 MI; MERGE ONTO I-95 S 8.8 MI; KEEP LEFT AT THE FORK TO STAY ON I-95 S 55.1 MI; KEEP LEFT TO STAY ON I-95 S 28.7 MI; USE THE RIGHT 2 LANES TO TAKE EXIT 27 W TO MERGE ONTO I-495 W TOWARD SILVER SPRING 18.5 MI; USE THE LEFT LANE TO TAKE THE I-495 S EXIT 0.2 MI; CONTINUE ONTO 495 EXPRESS LANES/CAPITAL BELTWAY OUTER LOOP/INTERSTATE 495 HIGH OCCUPANCY TOLL 10.2 MI; 495 EXPRESS LANES/CAPITAL BELTWAY OUTER LOOP/INTERSTATE 495 HIGH OCCUPANCY TOLL TURNS SLIGHTLY LEFT AND BECOMES I-495 S/CAPITAL BELTWAY OUTER LOOP 1.1 MI; USE THE RIGHT 3 LANES TO TAKE EXIT 57A TOWARD VA-644 1.1 MI; MERGE ONTO I-395 S 0.3 MI; MERGE ONTO I-95 S 84.2 MI; CONTINUE STRAIGHT TO STAY ON I-95 S 212 MI; KEEP LEFT AT THE FORK TO STAY ON I-95 S 258 MI; TAKE EXIT 109 TO MERGE ONTO GA-21 N/GA-30 W/AUGUSTA RD 0.4 MI;MERGE ONTO GA-21 N/GA-30 W/AUGUSTA RD 243 FT; CONTINUE STRAIGHT ONTO GA-21 N/AUGUSTA RD, CONTINUE TO FOLLOW GA-21 N 4.9 MI; TURN LEFT ONTO MCCALL RD 3.4 MI; TURN LEFT ONTO BLUE JAY RD 305 FT; TURN RIGHT ONTO MCCALL RD 2.0 MI; TURN LEFT ONTO LITTLE MCCALL RD 1.4 MI, THEN THE DESTINATION WILL BE ON THE LEFT.

DRIVING DIRECTIONS

at&t

EFFINGHAM

SITE ADDRESS (E-911 TBD)

2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY
LATITUDE: 32° 18' 17.03" N
LONGITUDE: 81° 18' 36.59" W
TAX/PID #: 03920002A00
ZONING: R-1
AT&T SITE ID: GSL00485
AT&T FA #: 10153554
DIAMOND SITE #: GA150

JURISDICTION
EFFINGHAM COUNTY

STATE:
GEORGIA

TOWER TYPE:
SELF-SUPPORT TOWER

TOWER HEIGHT:
260' (HIGHEST APPURTENANCE 269')

NUMBER OF CARRIERS:
1 PROPOSED, 3 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13103C0270E DATED 03/16/2015 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
DIAMOND COMMUNICATIONS
820 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078
ATTN: RICH HUBER
PHONE: (610) 585-6835

POWER COMPANY
GEORGIA POWER
PHONE: (888) 655-5888
ATTN.: CHRIS ZITTROUER

PROPERTY OWNER
DONALD A. WESTER & LYN M. WESTER
P.O. BOX 1389
SPRINGFIELD, GA 31329
PHONE: (912) 675-4624
ATTN.: DON WESTER

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (678) 274-5032
ATTN.: DAVID COUSINS

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 5)
--	SITE SURVEY (SHEET 2 OF 5)
--	SITE SURVEY (SHEET 3 OF 5)
--	SITE SURVEY (SHEET 4 OF 5)
--	SITE SURVEY (SHEET 5 OF 5)
N1	GENERAL NOTES
C0	OVERALL AERIAL PLAN
C1	OVERALL PARCEL PLAN
C1.1	OVERALL SITE PLAN
C2	SITE PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	ICE BRIDGE DETAILS
C5	SITE SIGNAGE DETAILS
C6	ANTENNA AND TOWER ELEVATION DETAILS
C7	SCOPE OF WORK SUMMARY
L1	LANDSCAPING PLAN

SHEET INDEX

EFFINGHAM COUNTY PLANNING AND ENGINEERING
904 N PINE ST
SPRINGFIELD, GA 31329
PHONE: (912) 754-8063
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4260
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

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2	01/11/22	ZONING	DRC
1	12/06/21	ZONING	DRC
0	11/18/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE043808 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 1/11/22

KHA PROJECT NUMBER:
013541001

DRAWN BY: TDM | CHECKED BY: CDS

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

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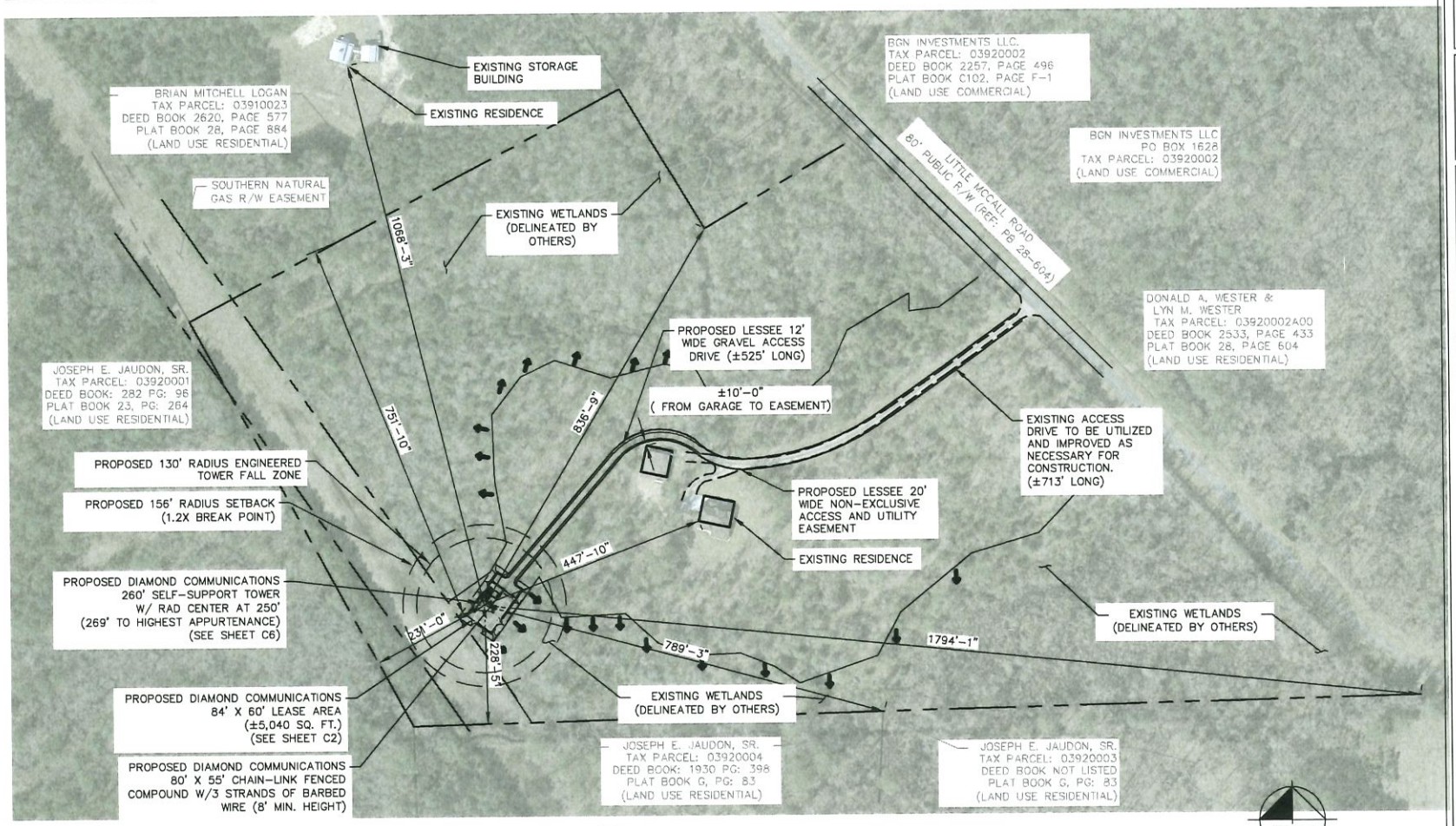
K:\ATL_Wireless\Diamond Communications\Effingham - GA 150\CAD\ZD\DiamondComm-CB.dwg ---- 01/11/22 5:36 PM by: christopher.strenge

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	751'-10"
SOUTH	228'-5"
EAST	789'-3"
WEST	231'-0"



1 C0 OVERALL AERIAL PLAN

SCALE: 1" = 200'

SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 09/20/2021.

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE043908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS

1/11/22

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:

OVERALL AERIAL PLAN

SHEET NUMBER:

C0

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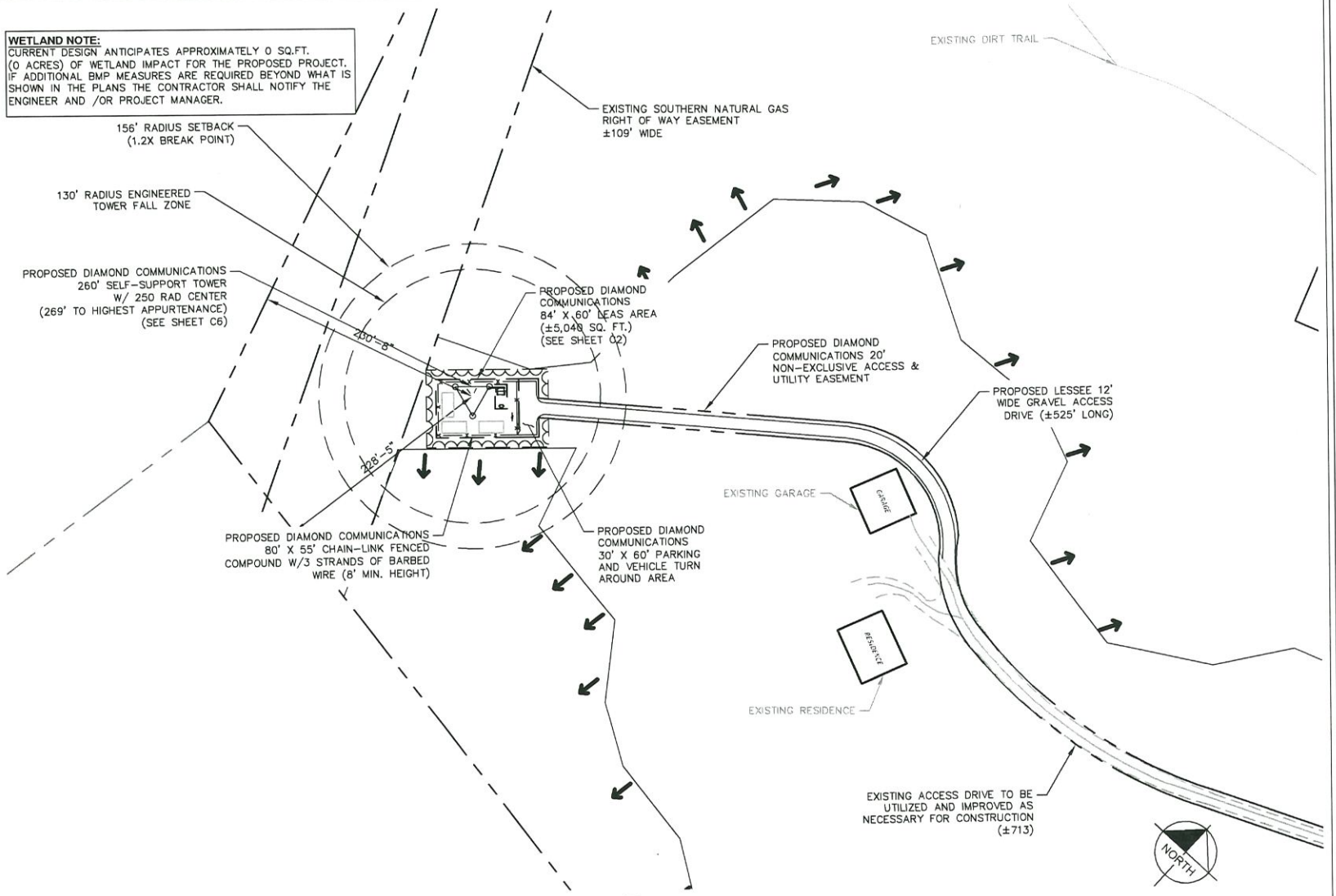

1 C1.1 OVERALL SITE PLAN

SCALE: 1" = 100'

SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 10/22/2020.

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

GEORGIA REGISTERED No. PE043808 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS 1/12/22

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: OVERALL SITE PLAN

SHEET NUMBER: C1.1

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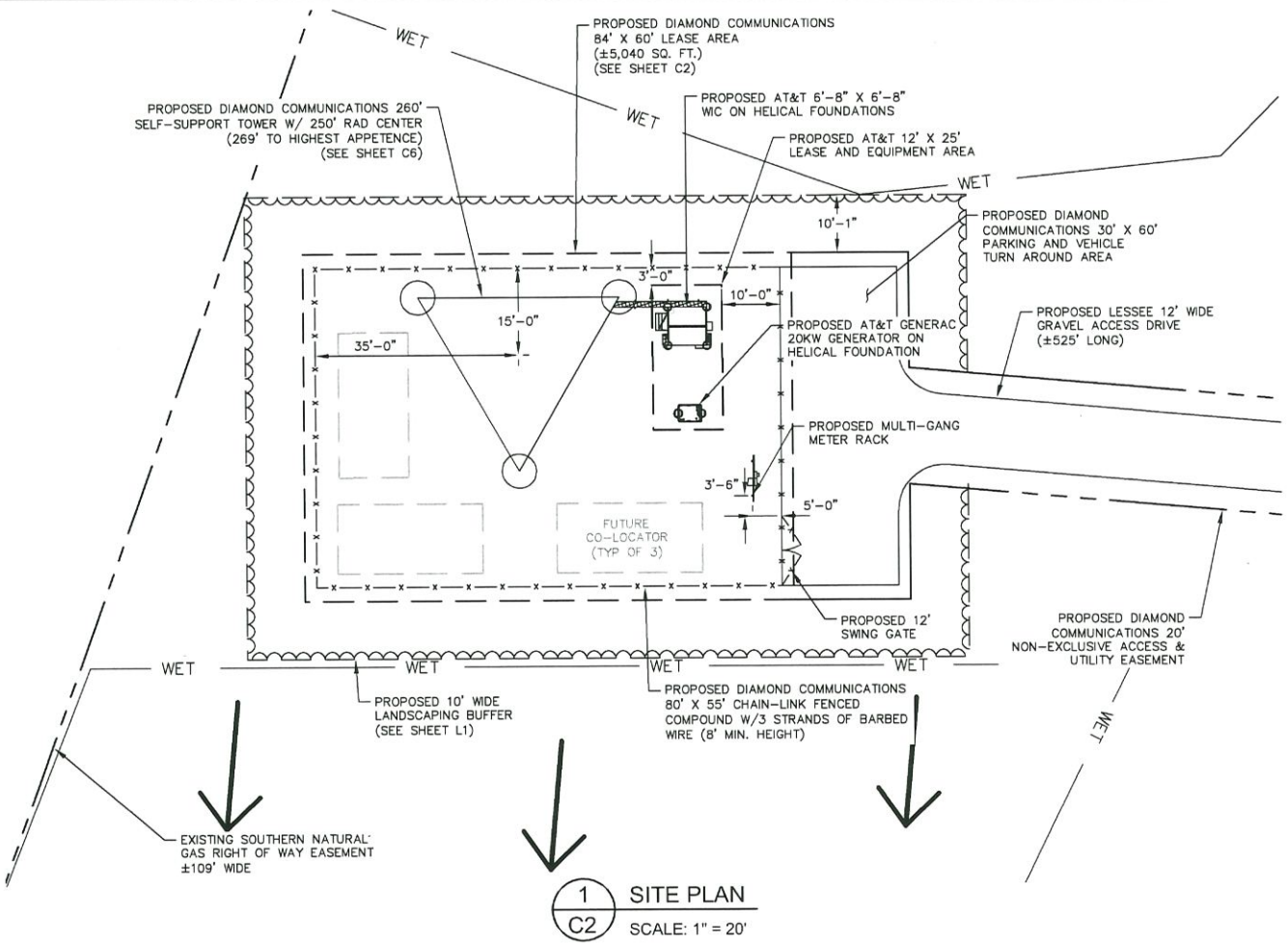

1/C2 SITE PLAN

SCALE: 1" = 20'

SITE NOTES:

1. DIAMOND COMMUNICATIONSS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS, LLC DATED 09/20/2021 AND SITE VISIT ON 10/22/2020.
3. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM DIAMOND COMMUNICATIONSS CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
4. SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13103C0270E DATED 03/16/2015 WITHIN FLOOD ZONE X.

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

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LICENSER:

GEORGIA REGISTERED No. PE046908 PROFESSIONAL ENGINEER DAVID RAINEY COUSINS

11/18/21

KHA PROJECT NUMBER:
013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C2

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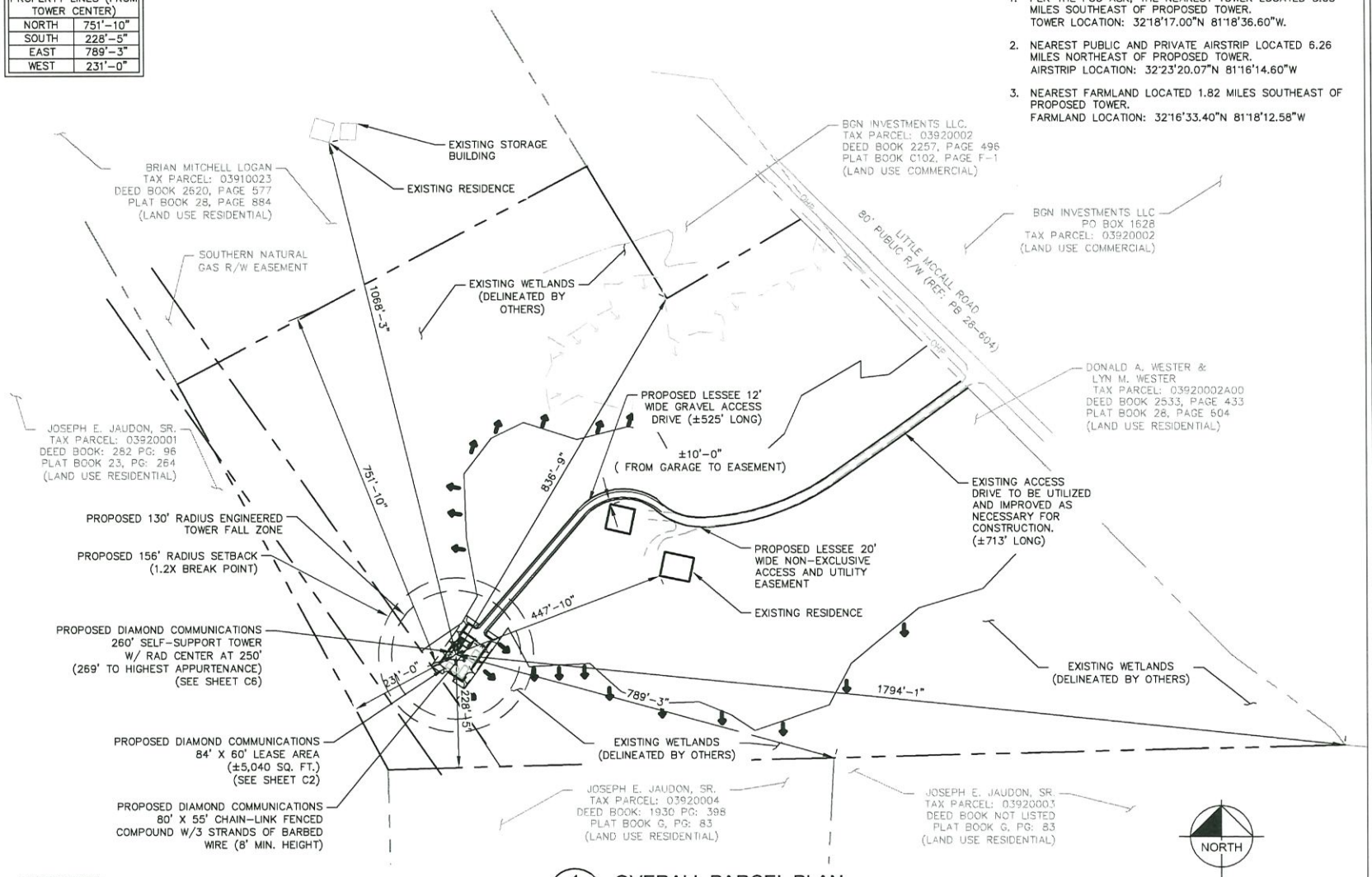
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	751'-10"
SOUTH	228'-5"
EAST	789'-3"
WEST	231'-0"

NOTE:
1. PER THE FCC ASR, THE NEAREST TOWER LOCATED 3.05 MILES SOUTHEAST OF PROPOSED TOWER. TOWER LOCATION: 32°18'17.00"N 81°18'36.60"W.
2. NEAREST PUBLIC AND PRIVATE AIRSTRIP LOCATED 6.26 MILES NORTHEAST OF PROPOSED TOWER. AIRSTRIP LOCATION: 32°23'20.07"N 81°16'14.60"W
3. NEAREST FARMLAND LOCATED 1.82 MILES SOUTHEAST OF PROPOSED TOWER. FARMLAND LOCATION: 32°16'33.40"N 81°18'12.58"W



1 / C1 OVERALL PARCEL PLAN
SCALE: 1" = 200'

SURVEY NOTE:
1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY THE LAND CONSULTANTS LLC DATED 09/20/2021 AND SITE VISIT ON 09/20/2021.

Diamond

PROJECT INFORMATION:

SITE NAME:
EFFINGHAM
SITE #: GA150
2800 LITTLE MCCALL ROAD
SPRINGFIELD, GA. 31329
EFFINGHAM COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
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2	01/11/22	ZONING	DRC
1	12/06/21	ZONING	DRC
0	11/18/21	ZONING	DRC

LICENSER:

GEORGIA REGISTERED No. PE043508 PROFESSIONAL ENGINEER DAVID RAINEY COBBINS
1/8/22

KHA PROJECT NUMBER: 013541001

DRAWN BY:	CHECKED BY:
TDM	CDS

SHEET TITLE: OVERALL PARCEL PLAN

SHEET NUMBER: C1

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TOP 10 FREQUENTLY ASKED QUESTIONS

1. What is the First Responder Network Authority?

The First Responder Network Authority is the independent authority established by Congress to deliver a nationwide broadband network dedicated to public safety. The Network will strengthen public safety users' communications capabilities, enabling them to respond more quickly and effectively to accidents, disasters, and emergencies.

The First Responder Network Authority is led by a Board of leaders and executives from the public safety community; federal, state, and local governments; and the technology, finance, and wireless sectors. It has a staff of about 200 employees with expertise in public safety, telecommunications, customer service, technology, procurement, and other areas needed to develop the Network. It is headquartered in Reston, VA, and has a technology center and lab in Boulder, CO.

2. What led to the creation of the First Responder Network Authority?

The 9/11 terrorist attacks brought to the forefront the many communications challenges that first responders face during emergencies and disasters. These issues were captured in the *9/11 Commission Report*, which identified gaps in emergency communications and recommended a nationwide network for law enforcement, fire, and emergency medical personnel communications.

The public safety community united to fulfill the 9/11 Commission's recommendation. Public safety organizations and associations advocated before Congress for a dedicated, reliable wireless network for first responders. Their advocacy efforts led to the passage of legislation in 2012 to create the agency to deploy the Network in all U.S. states and territories, including rural communities and tribal nations.

3. How has public safety been involved in the vision for the Network?

Public safety officials have worked closely with the First Responder Network Authority since its inception in 2012 to ensure the Network meets first responders' needs – today and in the future. The agency's outreach and consultation efforts have connected the organization to more than 1.8 million first responders and state public safety and technology executives across the country.

Specifically, the First Responder Network Authority has consulted extensively with state single points of contact (SPOCs) in each of the 50 U.S. states, 5 territories, and the District of Columbia, as well as local/municipal, tribal and federal public safety leaders. It also coordinates with public safety through the Public Safety Advisory Committee (PSAC), which provides guidance and subject matter expertise from a first responder perspective. Public safety leaders at the national, state and local levels continue to advocate for FirstNet and support deployment of the Network.

4. How was AT&T selected to build, operate, and maintain the Network?

The First Responder Network Authority and the Department of Interior made the 25-year award based on the determination of the overall best value solution for FirstNet and public safety. The buildup to the award included a fair, competitive procurement process that began in January 2016 with release of the Network RFP.

The procurement process followed the Federal Acquisition Regulation (FAR) and encouraged offerors to provide innovative solutions that could meet or exceed the needs of public safety.

The procurement was open to all entities, whether traditional wireless companies or new entrants, provided their proposal could meet the RFP's statement of objectives. AT&T was selected on a best value award that considered financial sustainability and was based on more than just a technically acceptable solution at the lowest cost. The evaluation of proposals assessed the offerors' ability to submit a cost-effective and innovative model, and to meet or exceed the 16 objectives and evaluation factors outlined in the FirstNet RFP.

5. Why is the Network being built and operated through a public-private partnership?

The First Responder Network Authority and AT&T are modernizing and improving public safety communications by leveraging private sector resources, infrastructure, and cost-saving synergies to deploy and operate the Network. This public-private model also helps keep costs down for American taxpayers. To do this, Congress used the sale of communications airwaves (or spectrum) to fund FirstNet's initial operations and help start network deployment; the $7 billion FirstNet received in initial funding came from FCC spectrum auction revenue, not taxpayer funds.

If the federal government were to build, maintain and operate this Network, the estimated cost would be tens of billions of dollars over 25 years. The Government Accountability Office has estimated it could cost up to $47 billion over 10 years to construct and operate the Network.

With this partnership approach, FirstNet and AT&T do not need any additional federal funding to build and operate the Network – it is a fully funded, self-sustaining Network. In return, America's first responders get services far above and beyond what they have today over a first-class broadband network dedicated to their communications needs.

6. What are the key terms this public-private partnership?

Congress intended for the Network to be built and operated as a public-private partnership that brings together the best of the private sector, including commercial best practices, infrastructure, and resources – with the First Responder Network Authority's public safety expertise. This approach will lead to a fully-funded, self-sustaining Network that will serve public safety for years to come. This business model is built upon the efficient use of resources, infrastructure, cost-saving synergies, and incentives, including:

- 20 MHz of federally owned spectrum and $6.5 billion in initial funding to the partnership; in return AT&T will deploy and operate a nation- wide high-speed broadband network for public safety over 25 years.
- AT&T will spend about $40 billion over the life of the contract to build, operate, deploy, and maintain the Network, and together with the First Responder Network Authority will help ensure the Network evolves with the needs of public safety.
- AT&T can use FirstNet's spectrum when it is not being used by public safety for other, commercial purposes. The company will prioritize first responders over any other com- mercial users.
- First Responder Network Authority will oversee the contract to ensure it delivers innovation, technology and customer care to public safety through various mechanisms, including subscriber adoption targets, milestone buildouts, disincentive fees and other mechanisms outlined in the contract.

7. What will the FirstNet Network provide first responders that they don't have today?

Today, in emergencies and at large events, heavy public use can lead to wireless communications networks becoming overloaded and inaccessible. In those instances, public safety users are treated the same as any other commercial or enterprise user, and communications can be limited due to congestion and capacity issues.

With the FirstNet Network, public safety will get a dedicated 'fast lane' that provides highly secure communications every day and for every emergency. It will deliver specialized features to public safety that are not available on wireless networks today – such as priority access; more network capacity; and a resilient, hardened connection. The Network will deliver more than just a public-safety-dedicated wireless connection – it is also creating devices and apps ecosystems that will connect first responders to innovative, life-saving technologies.

8. How will the Network benefit first responders and help them do their jobs better?

FirstNet will improve communications, response times and outcomes for first responders from coast-to-coast, in rural and urban areas, inland and on boarders – leading to safer, and more secure communities. The Network will provide first responders with innovation and robust capacity so they can take advantage of advanced technologies, tools and services during emergencies, such as:

- Applications that allow first responders to reliably share videos, text messages, photos and other information during incidents in near real-time;
- Advanced capabilities, like camera-equipped connected drones and robots, to deliver images of wildfires, floods or other events;
- Improved location services to help with mapping capabilities during rescue and recovery operations; and
- Wearables that could relay biometric data of a patient to the hospital or alert when a fire fighter is in distress.

Network technology will also be tested and validated through the FirstNet Innovation and Test Lab, located in Boulder, CO, so first responders will have the proven tools they need in disasters and emergencies.

9. What's next for FirstNet and when is it available?

All 50 states, three U.S. territories and Washington, D.C., have "opted in," to FirstNet, meaning each has accepted its individual State Plan detailing how the network will be deployed in their state/territory. (Two other territories have until March 12, 2018, to make their determinations.)

The First Responder Network Authority's public-private partnership with AT&T provides first responders with immediate access to mission-critical capabilities over the FirstNet network. This includes priority and preemption features that give first responders their own 'fast lane' on the public safety network to communicate and share information during emergencies, large events, or other situations when commercial networks could become congested. FirstNet is the only broadband network to provide ruthless preemption for public safety.

Key FirstNet milestones and activities planned for 2018 include:

Expanding the Network and Building Out Band 14: The First Responder Network Authority will issue work orders to deploy the RANs early 2018. This will give AT&T the green light to expand FirstNet's footprint and deploy Band 14 capacity and coverage throughout the nation, providing first responders with the bandwidth and mission critical connections they need to communicate, share information, and use innovative technologies every day and in every emergency.

Driving public safety innovation: FirstNet is also unlocking a new technology marketplace for public safety, enabling first responders to benefit from advancements in innovation. The FirstNet App store will be filling up with FirstNet-approved mobile apps that are optimized for public safety use over the Network.

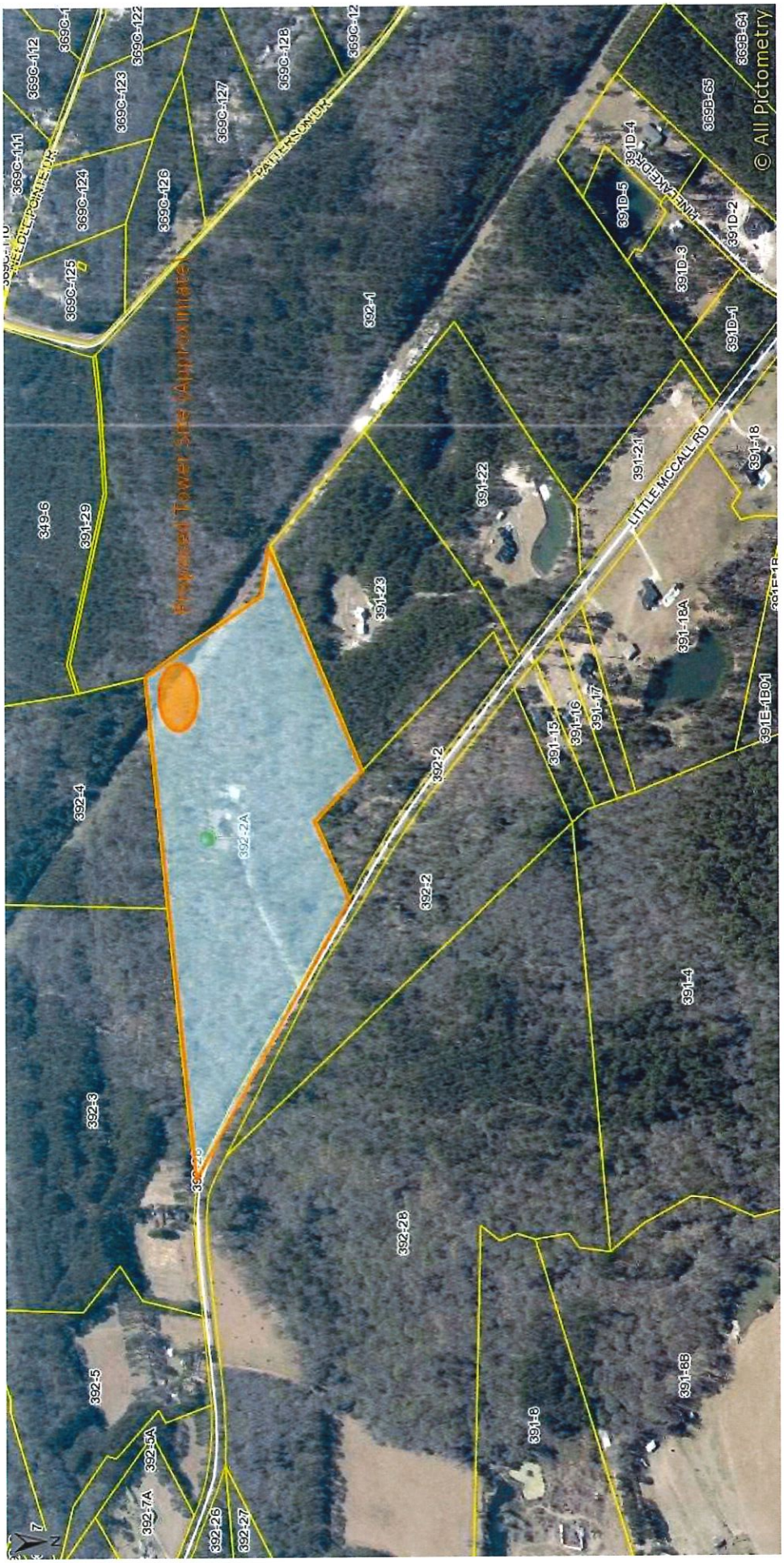
Securing emergency communications: FirstNet's first-of-its-kind core infrastructure will give first responders the dedicated, highly secure, non-commercial network they deserve. On schedule to be operational in March, the FirstNet public safety core will provide full encryption of public safety data over FirstNet and provide end-to-end cyber security. FirstNet subscribers will also have access to a dedicated Security Operations Center, offering 24/7/365 support.

Engaging with public safety: The First Responder Network Authority will continue to engage with public safety in the states, territories, federal agencies, and tribal nations to ensure the network meets their needs and incorporate their feedback in the design of future FirstNet products and services.

10. How can I learn more?

Stay up-to-date on the First Responder Network Authority activities and the building and deployment of FirstNet at www.firstnet.gov. Follow us on Twitter, Facebook and YouTube.

2800 LITTLE MCCALL



2800 LITTLE MCCALL

Legend

- Address Points
- Tax Parcels With Labels

Zoning

- AR-1
- AR-2
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- B-1
- B-2
- B-3
- I-1
- FH
- CP
- PD
- Other

- Road Names
- Road Centerlines

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

20 Jan, 2022

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Jonathan Yates** as Agent for **Donald A. & Lyn M. Wester** requests a **conditional use** to allow for a telecommunications tower. Located at 2800 Little McCall Road, zoned **R-1** proposed zoning **AR-1**. **Map# 392 Parcel# 2A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to allow for a telecommunications tower in AR-1, with conditions.

Executive Summary/Background

- Section 14-133(3) Telecommunications Regulations, permits lattice towers in AR-1 as a conditional use.
- Pursuant to section 5.1.2.11, telecommunications towers may be permitted in AR-1, in accordance with the provisions of section 7.1.6 on a conditional basis:
  - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*
    The proposed 260' tower site is on a 38.495-acre parcel, set back ~1,200' from Little McCall Rd.
  - *Physical and environmental effects;*
    The tower is FAA-approved.
  - *Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.*
    The tower site meets all county requirements. Applicant proposes to plant 32 Southern Magnolia along the lease area fence line in a 10' wide landscaping buffer.
- The applicant's objectives are to serve the surrounding area by providing effective and essential wireless infrastructure. There are no known antenna structures within a three-mile radius. The proposed tower will support three additional providers, and will be located ~228' from property line, which is ~128' more than required (sec. 14-134(b)(6)). The break point is 130'; the fall zone is 156' (1.2 X breakpoint).
- Pursuant to sec. 14-134(i)(2), *towers may be located on sites containing another principal use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent of the tower height or 25 feet.*
- The proposed tower will be located 447' from the residence on the parcel, at least 228' from the nearest property boundary, and over 1,000' from existing residences in neighboring parcels.
- At the March 21 Planning Board meeting, Brad Smith made a motion to approve the request for a **conditional use** to allow for a telecommunications tower in AR-1, with the following conditions:

  1. The lease area will be shown on a plat, which will be reviewed by Development Services.
  2. The tower site shall meet the requirements of Article V - Telecommunications Regulations.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. Approve request for **conditional use** to allow for a telecommunications tower in the AR-1 zoning district, with the following conditions:

1. The lease area will be shown on a plat, which will be reviewed by Development Services.
2. The tower site shall meet the requirements of Article V - Telecommunications Regulations.

2. Deny the request for **conditional use** to allow for a telecommunications tower in the AR-1 zoning district.

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. 392-2A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 392-2A

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, JONATHAN YATES AS AGENT FOR DONALD A. & LYN M. WESTER has filed an application for a conditional use to allow for a telecommunications tower; map and parcel number 392-2A, located in the 4th commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT a conditional use for a telecommunications tower; map and parcel number 392-2A, located in the 4th commissioner district, is approved, with the following conditions:

1. The lease area will be shown on a plat, which will be reviewed by Development Services.
2. The tower site shall meet the requirements of Article V - Telecommunications Regulations.

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: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** requests a **conditional use** to allow for a diesel truck and semi-truck service business located on a 7-acre tract zoned **B-2**. Located at 1105 Stillwell Road. **Map# 409 Parcel# 49A**

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

Executive Summary/Background

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

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

Recommended Alternative: 2 **Other Alternatives:** 1
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Conditional Use application 3. Aerial photograph
2. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 2-14-22

Applicant/Agent: ONSite truck Maintenance LLC

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

Phone # 912 376 7210

Applicant Mailing Address: 100 Eagle Drive Springfield Ga 31329

Property Owner, if different from above: William Henry Wolfe

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # 1-912-682-6010

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

Property Location 1105 Stillwell Rd Springfield Ga 31329

Present Zoning of Property B2 Tax Map-Parcel # 040900049A00 Total Acres 7

CONDITIONAL USE REQUESTED:

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

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

✓ **OTHER** (provide relevant section of code): _____

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

Applicant Signature: _____ Date _____

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Danny Joseph Flores Zaldivar

Applicant/Agent Address: 100 Eggle Drive

City: Springfield State: GA Zip Code: 31329

Phone: 912 376 7210 Email: OSTM_SAV@OUTLOOK.COM

Owner's signature William Henry Webb

Print Name William Henry Webb

Personally appeared before me William Henry Webb (Owner print)

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

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

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date March 2, 2005, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1246 page 143.

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

Owner's signature William Henry Webb

Print Name William Henry Webb

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

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

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES June 2, 2024

FILED TO U.R. BOND
D.D. BK 1246
PAGE NO. 143

05 MAR 17 AM 9:19

ELIZABETH Z. HORSEY
CLERK E.C.O.S.C.

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

STATE OF GEORGIA COUNTY OF EFFINGHAM

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

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

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

Express reference hereby made to the plat of said lands made by Neel B. Ackerman, R.L.S. #1128, dated December 12. 2004 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide 750-3, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

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

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

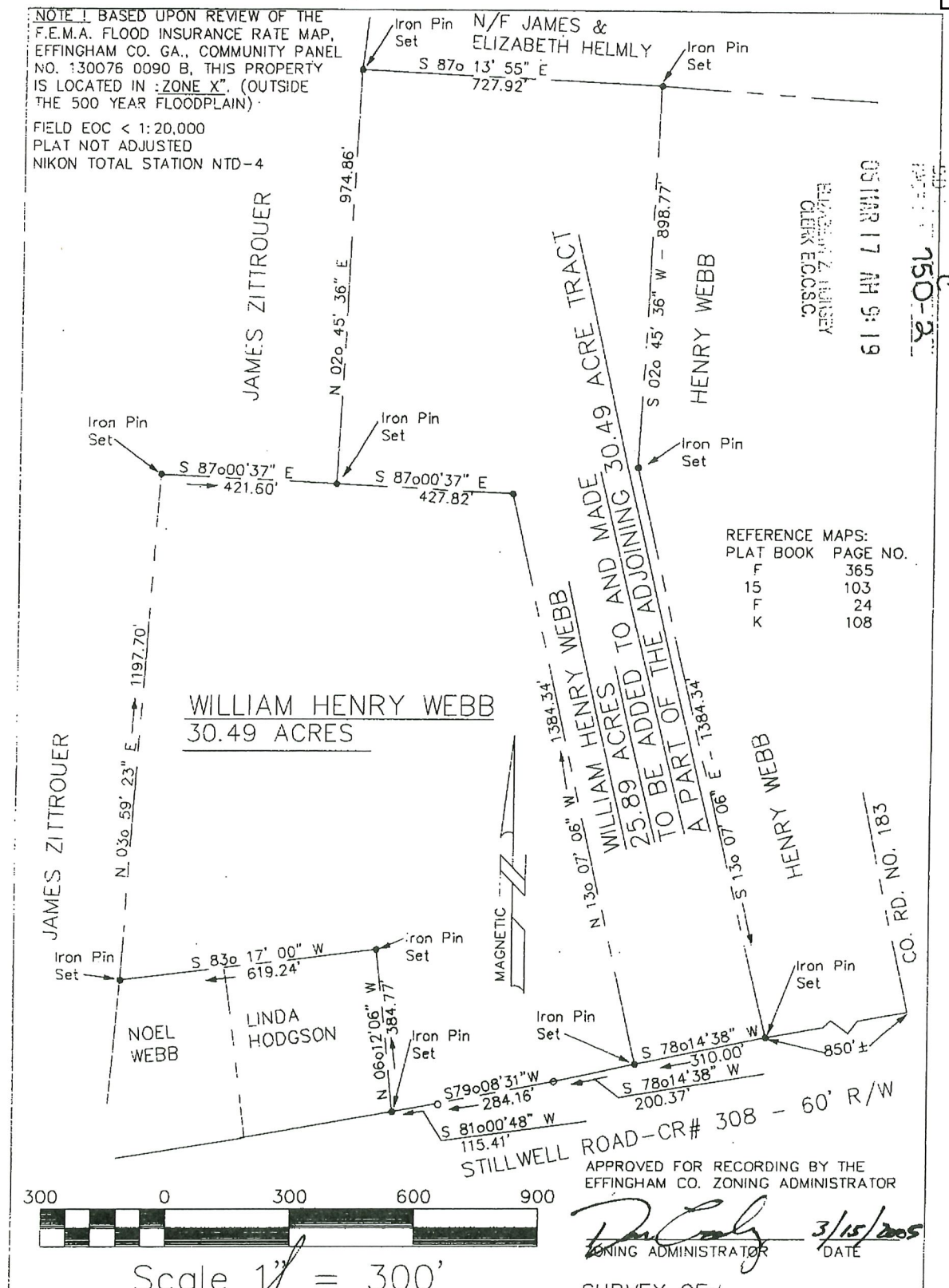
Emily E. Webb (SEAL)
EMILY E. WEBB

Signed, sealed and delivered in
the presence of:

Pamela Jackson
Unofficial Witness

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

R. EDWARD REDDICK JR. NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES SEPT. 2, 2006



APPROVED FOR RECORDING BY THE EFFINGHAM CO. ZONING ADMINISTRATOR

ZONING ADMINISTRATOR 3/15/2005 DATE

FILE: A: \WEBB26.DWG

GEORGIA REGISTERED No. 1128 LAND SURVEYOR NEEL B. ACKERMAN

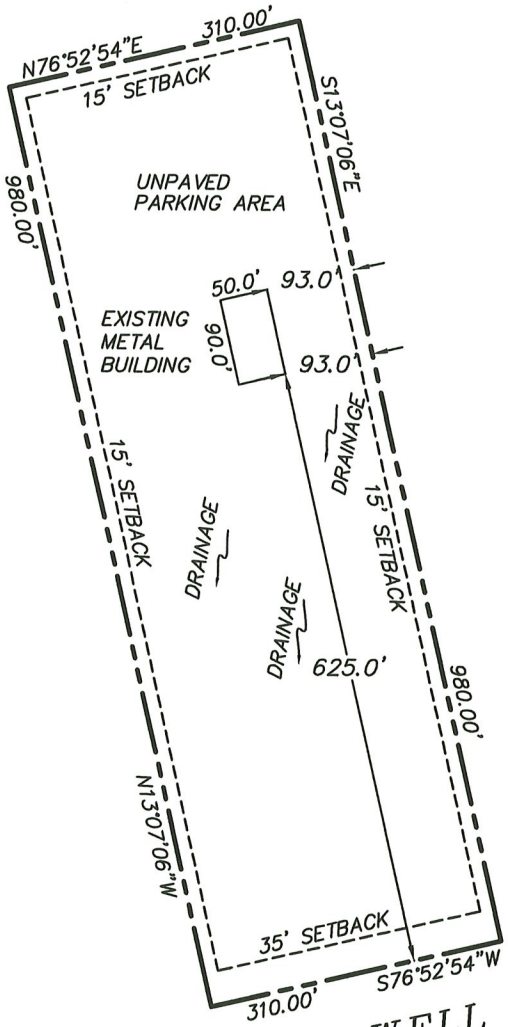
NEEL B. ACKERMAN, RLS
P. O. BOX 95,
SPRINGFIELD, GA 31329

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

(912) 754 - 7926

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

Plat Cabinet C75/Page D2



STILLWELL ROAD
R/W VARIES

BUILDING IS SERVED BY
EXISTING WELL AND SEPTIC SYSTEM

ZONING=B-2
TYPE=COMMERCIAL/INDUSTRIAL RURAL

200 100 0 200

SCALE: 1" = 200'

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

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

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

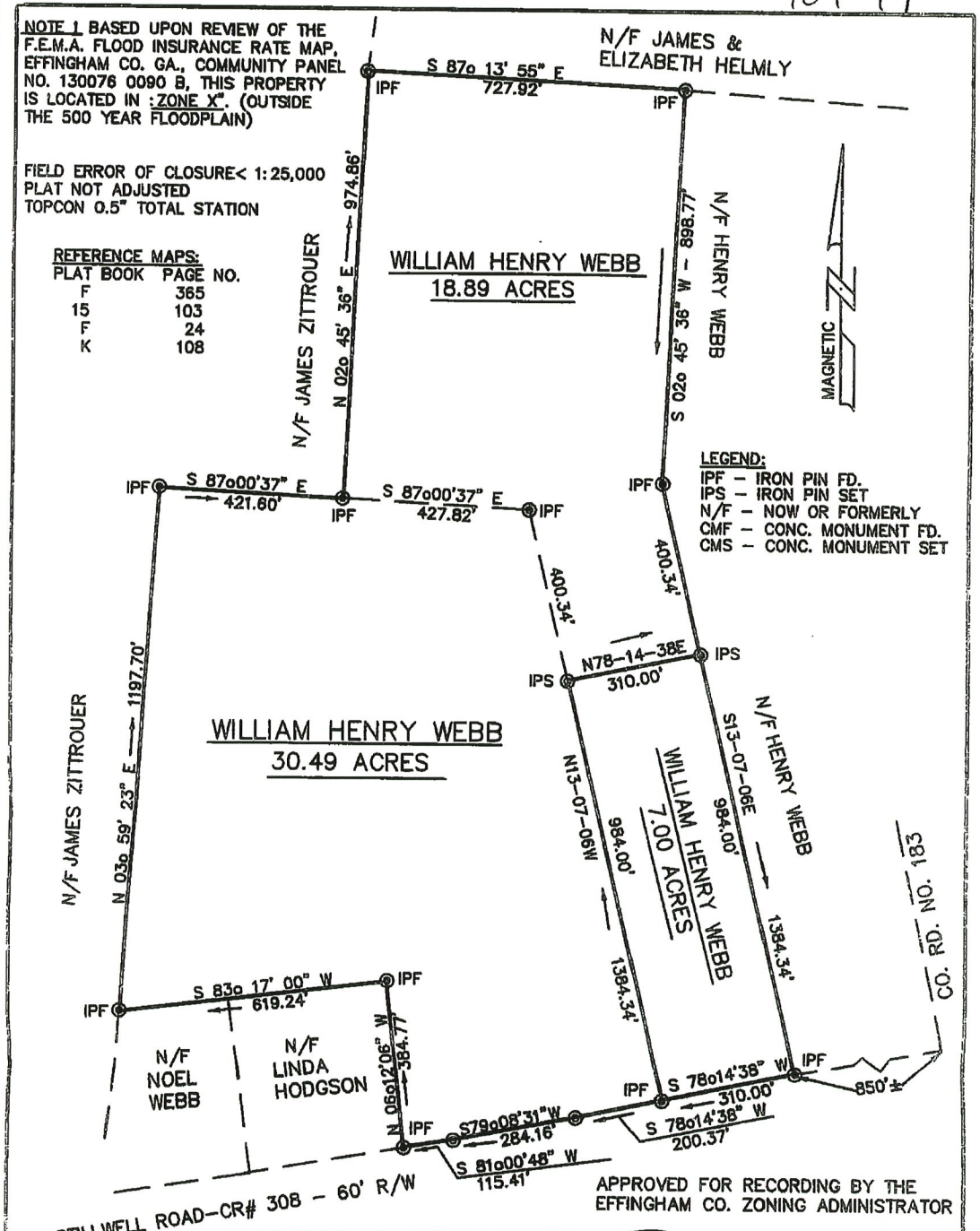
PREPARED FOR: WILLIAM WEBB

SITE PLAN OF 7.0 ACRES FOR WILLIAM WEBB

SITE PLAN

EFFINGHAM COUNTY, G

out of 87-74
409-49



APPROVED FOR RECORDING BY THE EFFINGHAM CO. ZONING ADMINISTRATOR

ZONING ADMINISTRATOR — DATE 5/14/2007

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

GEORGIA REGISTERED NO. 1323 3-06-07 LAND SURVEYOR ADOLPH N. MICHELIS

ADOLPH N. MICHELIS

GEORGIA R.L.S. #1323
736 SANDY RIDGE RD.
SYLVANIA, GA. 30467

SURVEY OF:

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

STATE OF GEORGIA
EFFINGHAM COUNTY

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

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

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

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

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

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

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

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

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

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

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

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

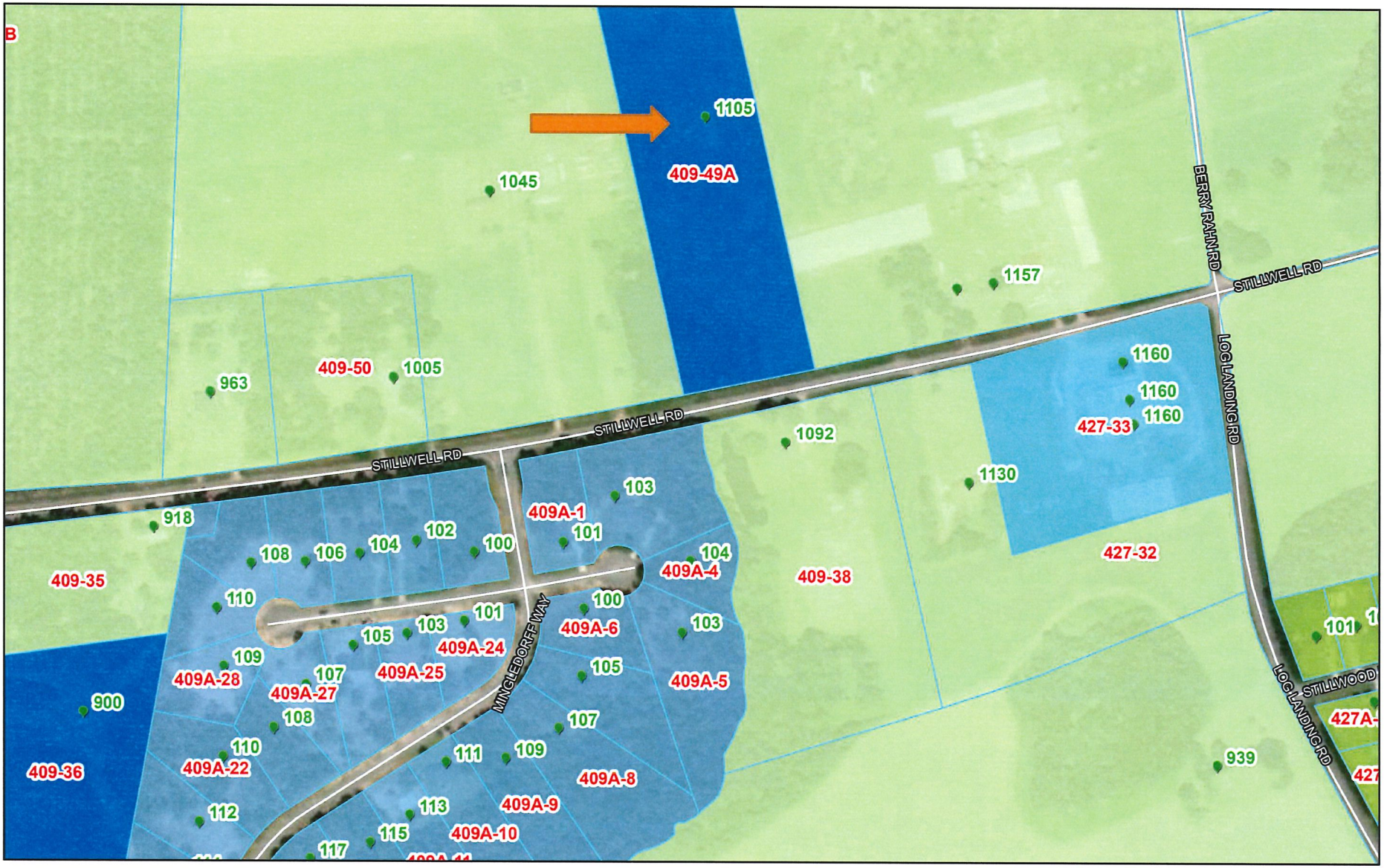
BY: Verna H. Phillips
VERNA H. PHILLIPS, CHAIRPERSON

ATTEST: Patrice Morris
PATRICE MORRIS
COUNTY CLERK

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

1105 STILLWELL ROAD

1105 STILLWELL ROAD



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

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Address Points

Tax Parcel Labels

Parcels2020

Roads

Effingham County Zoning

AR-1

AR-2

R-1

B-2

B-3

Maxar

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **On Site Truck Maintenance, LLC** as Agent for **William Henry Webb** requests a **conditional use** to allow for a diesel truck and semi-truck service business located on a 7-acre tract zoned **B-2**. Located at 1105 Stillwell Road. **Map# 409 Parcel# 49A**

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

Executive Summary/Background

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

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

Recommended Alternative: 2
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. 409-49A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 409-49A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

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

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

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

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

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **DR Horton** requests a **variance** from section 6.1, to eliminate the sidewalk requirement in a major subdivision. Located at 136 Ramsey Way, zoned **R-1**. **Map# 445C Parcel# 141**

Summary Recommendation
Staff has reviewed the application, and recommends **denial** of the request for a **variance** from the sidewalk requirement for 136 Ramsey Way.

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.
- Applicant requests a waiver from the requirement to include a sidewalk at 136 Ramsey Way, due to topographical conditions.
- Ramsey Landing Architectural Review Guidelines (2012) note that sidewalks are not required on several lots, including #141. Effingham County is not party to these guidelines.
- Neighboring properties include sidewalks. Lots can be graded, or retaining walls added, to create a flat surface for sidewalks.
- A sidewalk was included on lot 142, contrary to the Architectural guidelines. It ends abruptly, with no transition to curb. This presents a safety issue for pedestrians, strollers, scooters, etc.
- Ramsey Landing is a gated, private subdivision; the County does not maintain these roads. The HOA is therefore responsible for construction, maintenance, and safety of the sidewalks.
- At the March 21 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **variance** from the sidewalk requirement for 136 Ramsey Way.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a **variance** from the sidewalk requirement.
2. Deny the request for a variance from the sidewalk requirement.

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Variance application
2. Ownership Certification
3. Deed
4. Aerial photography

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 2/14/22

Applicant/Agent: D.R. Horton / Chris Drew

Applicant Email Address: ckaten@drhorton.com

Phone # 843-476-7294

Applicant Mailing Address: 30 Silver Lake Drive

City: Bluffton State: SC Zip Code: 29909

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: Lot 141- 136 Ramsey Way Parcel no. 445C-141

Name of Development/Subdivision: Ramsey Landing

Present Zoning of Property R-1 Tax Map-Parcel # 0445C-00000-142-000 Total Acres .97 .84

VARIANCE REQUESTED (provide relevant section of code): Section 6.1

Describe why variance is needed:

Slopes in the right of way and topography of the lots make it infeasible to provide sidewalk along these lots within the development.

How does request meet criteria of Section 7.1.8 (see Attachment C):

Section 7.1.8.1 identifies exceptional topographical conditions. The slopes in front of these lots would make the installation of a sidewalk, especially in areas of driveway crossings, infeasible and tying it into the surrounding areas with sidewalk would result in a sidewalk that is difficult to navigate due to extreme slopes.

Applicant Signature: _____ Date 2-15-2022

Rev 05052021

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date February 16, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2663 page 480-484.

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

Owner's signature CWKaf

Print Name CARL DOBY

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 15TH day of FEBRUARY, 20 22.

Mark Strange
Notary Public, State of ~~Georgia~~ SOUTH CAROLINA

MARK STRANGE NOTARY PUBLIC MY COMMISSION EXPIRES 8/13/2030 SOUTH CAROLINA

Rev 05052021

AUTHORIZATION OF PROPERTY OWNER

I, Sean T. Ware (DVP of City Operations), being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

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

Name of Applicant/Agent: CARL ATEN

Applicant/Agent Address: 30 SILVER LAKE DRIVE

City: BLUFFTON State: SC Zip Code: 29910

Phone: 843-476-7294 Email: CATEN@drhorton.com

Owner's signature Sean T. Ware

Print Name Sean T. Ware

Personally appeared before me Sean T. Ware (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 22 day of FEBRUARY, 20 22.

Mark Stevens

Notary Public, State of ~~Georgia~~ SOUTH CAROLINA

MARK STEVENS NOTARY PUBLIC MY COMMISSION EXPIRES 8/13/2030 SOUTH CAROLINA

Rev 05052021

BK:2663 PG:480-484
D2021001843

FILED IN OFFICE
CLERK OF COURT
02/17/2021 02:32 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE
TRANSFER TAX
PAID: $1,890.00

PT-61 051-2021-000469

3639644106
0848497841
PARTICIPANT ID

After Recording Return To:
5387JW
Josh Walker, Esq.
Zeigler & Walker, P.C.
636 Stephenson Avenue, Suite A
Savannah, Georgia 31405

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED, made as of this 16th day of February, 2021, by and between **RAMSEY LANDING SOFIV, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), and **D.R. HORTON, INC.**, a Delaware corporation (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESETH: That,

Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject to all matters of record, all that tract or parcel of land commonly referred to as Ramsey Landing, Phase I, located in the Ninth District of Effingham County, Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (such land, the "Property").

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights, members, easements and appurtenances thereof, and all of Grantor's right, title, and interest in any public rights-of-way adjoining the Property, to the same being, belonging, or in any way appertaining, to the only proper use, benefit, and behoof of Grantee, subject to the Permitted Exceptions on attached Exhibit B, forever, in FEE SIMPLE.

AND, SUBJECT TO the Permitted Exceptions on attached Exhibit B, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

GRANTOR:

RAMSEY LANDING SOFIV, LLC, a Georgia limited liability company

By: SCORPION OPPORTUNITY FUND MANAGER IV, LLC, a Georgia limited liability company, Manager

By:_____
Lawrence R. Siegel, Manager

[SEAL]

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

Sworn to and subscribed before me this 15th day of February, 2021.

_____
Notary Public

My commission expires:
August 31, 2024

[NOTARY SEAL]

DIANE C. CAMPBELL NOTARY PUBLIC REGISTRATION NUMBER 130901 COMMONWEALTH OF VIRGINIA

Signature Page to Limited Warranty Deed

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EXHIBIT A

Legal Description

All those certain lots, tracts or parcels of land situate, lying and being known as LOTS 69, 70, 71 110-115 117, 118, 120-124, 126, 127, 129-133, 141-147, 185-189, RAMSEY LANDING PHASE I, as shown on that certain subdivision plat entitled "RAMSEY LANDING, PHASE I, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA", prepared for Ramsey Plantation Development Company, Inc. by Southeast Engineering and Environmental, dated January 2, 2007, and being recorded in Plat Cabinet C, Pages 151 A-F and Plat Cabinet C, Pages 152 A-B; in the Office of the Clerk of the Superior Court of Effingham County, Georgia. For a more detailed description as to courses, metes and bounds of the property described herein, reference is hereby made to said plat of record.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=78082144&key1=2663&key2=480&county=51&countyname=EFFINGHAM&userid=55671&...

EXHIBIT B

Permitted Exceptions

1. Such state of facts as shown on those plats recorded in Plat Cabinet C, Page 78 B-1; Plat Cabinet C, Pages 151 A-F; and Plat Cabinet C, Pages 152 A-B, Effingham County, Georgia Records.

2. Declaration of Covenants, Conditions, and Restrictions for Ramsey Landing II by the Coastal Bank, dated October 7, 2011, as recorded in Deed Book 2044, Page 357, as amended by First Amendment to Declaration of Covenants, Conditions, and Restrictions for Ramsey Landing II, dated September 7, 2012, and recorded in Deed Book 2126, Page 1, aforesaid records.

3. Assignment of Declarant's Rights for Declaration of Covenants, Conditions and Restrictions for Ramsey Landing II from The Coastal Bank to Ramsey Landing SOFIV, LLC, dated September 28, 2012, and recorded in Deed Book 2133, page 134, aforesaid records.

4. Collateral Assignment of Declarant's Rights between Ramsey Landing SOFIV, LLC and The Coastal Bank, dated September 28, 2012, and recorded in Deed Book 2133, Page 137, aforesaid records.

5. Easement from Ramsey Plantation Development Co., LLC to Georgia Power Company recorded in Deed Book 1780, Page 207, aforesaid records.

6. Rights to "30' Access Road" in Quitclaim Deed from Elizabeth S. Deal Harn to Jack E. Ramsey, Jr. and Speir N. Ramsey dated June 22, 2001, and recorded in Deed Book 734, Page 133, aforesaid records.

7. Rights to "Easement Parcel A" in Quitclaim Deed Jack E. Ramsey, Jr. and Speir N. Ramsey dated June 22, 2001, and recorded in Deed Book 734, page 135, aforesaid records.

8. Non-exclusive perpetual easement from Ramsey Plantation Development Company, LLC to 275 Development Group, LLC dated December 4, 2009, and recorded in Deed Book 1901, Page 46, aforesaid records.

9. Access Easement from Ramsey Landing SOFIV, LLC to First Chatham Bank, dated December 15, 2020, and recorded in Deed Book 2647, page 290, aforesaid records.

10. All taxes for the year 2020 and subsequent years, not yet due and payable.

11. Any additional taxes, interest and/or penalties which may be assessed for current and prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the Property is located.

12. All matters as would be disclosed by a current and accurate survey and inspection of the Property, including without limitation, encroachments, encumbrances, easements, measurements, violations, adverse circumstances, variations in area or content, party walls, or riparian rights.

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13. Other utility easements and rights-of-ways of record that do not materially affect Grantee's intended use or the value of the Property.

Exhibit B to Limited Warranty Deed

RAMSEY LANDING II SUBDIVISION ARCHITECTURAL REVIEW GUIDELINES

August 21, 2012

1.0 INTRODUCTION

These Guidelines explain the architectural review procedures and outline useful information and requirements that will be helpful in the design and construction of homes at Ramsey Landing II Subdivision ("Ramsey II") as authorized by the Declaration of Protective Covenants for Ramsey Landing II Subdivision, dated October 7, 2011, recorded in Deed Book 2044, page 357, Effingham County, Georgia, records, including any and all amendments and modifications thereto (the "Declaration"). They are intended to assure that all improvements at Ramsey II are aesthetically compatible with each other and are constructed to reflect the quality and permanence of the Ramsey II community.

In order to perform these functions in an efficient and expeditious manner, the Declarant, as defined in the Declaration, or the Association (in the event that one is ever created) shall administer these guidelines or may, in its sole discretion, assign these duties to an Architectural Review Committee ("ARC"). Currently, these guidelines are being administered by the Declarant.

2.0 APPLICATION REVIEW PROCEDURES

2.1 Applicability

a. New Construction Review procedures. ARC approval under the New Construction Review procedures shall be required prior to site disturbance for the construction of any structure or structures and associated improvements on a previously undeveloped site. Proposed improvements subject to said review shall include, but not be limited to, the creation of any building, fence, wall, swimming pool, screening device or other structure.

b. Modification Review procedures. ARC approval under the Modification Review procedures shall be required prior to site disturbance for the commencement of any modification, alteration, addition to, or removal of an existing structure and/or its associated improvements. Proposed modifications subject to review shall include but not be limited to, all additions, exterior changes or modifications to any building, fence, wall, swimming pool, screening device or other structure.

2.2 Applications for Review. When an Applicant submits plans to the ARC for approval, as discussed below, the submission shall include the Application in the form attached hereto. The Application shall be used as a transmittal record of the submission and ARC's response as to the submission shall be made on a copy of the Application.

2.3 ARC Response Time. In many cases, the ARC will render a decision at the next scheduled ARC meeting, but in all cases the ARC will render and mail (or make available for pick up) a written decision no later than thirty (30) days following the date of proper submittal of a complete application. In the event that the ARC fails to mail, or make available for pickup, a

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response to any Application within thirty (30) days following date of proper submittal, said Application shall be deemed approved.

2.4 Actions Permitted by ARC. The ARC's decision may be:

b. approval
c. approval with conditions
d. disapproval with explanation
e. deferral pending submission of more information
f. incomplete application

All decisions will be made in writing, but shall in no way relieve the Applicant of his or her responsibility and liability for adherence to any applicable ordinances and codes.

2.5 Actions Permitted by ARC. Disapproved or deferred submissions may be revised and resubmitted for review and approval at the next scheduled meeting after a decision has been rendered. The Applicant or his or her representative may ask to personally address the ARC at its next scheduled meeting.

3.0 NEW CONSTRUCTION REVIEW

The review procedure for new construction is divided into two (2) steps. The Applicant is responsible for initiating each step.

3.1 STEP ONE: Plan Approval. A request for Plan Approval must contain the following:

1. Application

2. Site Plan — (2 sets at minimum 1/8" = 1.0' scale) showing the location of the house, driveway, walks, property lines, easements, setbacks, and all trees over thirty (30) inches in diameter at chest height.

3. Building Plans — (2 sets at minimum 1/8" = 1.0') shall include floor plans, elevations, building sections, and details of entrances, caves, dormers, shutters, and other similar details.

4. Exterior Material, Finish and Color Samples

   1. Stucco: 8"x8" square
   2. Brick and grout: 14"x25" size from manufacturer
   3. Roofing: No smaller than 5"x7" piece
   4. Paint swatches - 3"x 2 ½" size of trim and fascia board, siding, shutters, front door, garage door

5. Such additional information as requested by ARC

Construction must commence within (1) year of Plan Approval or Plan Approval is void. A conditional approval is not deemed a Plan Approval until said conditions have been satisfied and confirmed by ARC or an ARC representative in manner required by the conditional approval.

3.2 STEP TWO: Final Site Inspection.

1.	Final Site Inspection	Upon completion of construction, Applicant shall schedule a final site inspection with the ARC representative to verify compliance with the Plan Approval.

The ARC shall have the right and duty to enter upon and inspect any lot at any time before, during or after the completion of work for which a Plan Approval has been obtained. Applicants are forewarned that the Declarant or the Association, as the case may be, has broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed at Ramsey II. In this regard, if the ARC finds that an improvement was not performed or constructed in substantial compliance with the submittals receiving Plan Approval, the Declarant or the Association, as the case may be, may remedy or remove the non-complying improvement and charge all costs associated with such action to the Applicant or its builder.

3.3 Plan Changes During Construction. All changes to the approved plans, elevations, and schedules after issuance of Plan Approval must be submitted to the ARC for review in accordance with the procedures specified in Step 2 above. The Applicant shall submit sufficient written information to allow ARC to fully understand the proposed alteration or addition. Such information could be as simple as a letter with a material sample or picture, or as complex as the submittals required in Step 2. The Applicant is encouraged to submit changes at the earliest possible time to avoid project delays.

3.4 Preliminary Clearing Approval. Generally, no site disturbance activities shall be performed on any lot until a Plan Approval is issued pursuant to the New Construction Review or Modification Review procedures, except for careful underbrushing to facilitate laying out the improvements and flagging trees. Notwithstanding the foregoing, it may become desirable under certain circumstances to commence site disturbance prior to submission of plans in order to achieve the economics of clearing multiple lots or to facilitate the sale of a lot. Such approval may be granted by the ARC on a case by case basis subject to conditions imposed by the ARC.

4.0 MODIFICATION REVIEW

Modification Review is a streamlined review procedure for minor modifications to existing improvements not requiring multiple inspections. Substantial modifications may, in the reasonable discretion of ARC, require compliance with the New Construction Review procedures. Therefore, Applicant should contact the ARC for guidance prior to requesting a

Modification Review. This section shall not apply to plan changes during new construction or to structural additions to existing construction, both of which are governed by the New Construction Review procedures.

4.1 Plan Approval. Prior to modifying existing improvements, the Applicant must obtain Plan Approval from the ARC. The request for Plan Approval must contain the following for ARC review:

1.	Application	
2.	Information as Required	Any of the following reasonably necessary to indicate extent of proposed improvement in sufficient detail to allow review: a. Written Description of Modification b. Site Plan, for modifications other than exterior material, finish and color changes c. Building Plans, if applicable d. Exterior Material, Finish and Color Schedule, if applicable

4.2 Plan Changes During Construction. All changes to the approved plans, elevations, and schedules after issuance of a Ramsey II Plan Approval must be submitted to the ARC for review in accordance with the procedures specified in Step 1 above. The Applicant shall submit sufficient written information to allow ARC to fully understand the proposed alteration or addition. Such information could be as simple as a letter with a material sample or picture, or as complex as the submittals required in Step 1. The Applicant is encouraged to submit changes at the earliest possible time to avoid project delays.

5.0 BUILDING DESIGN GUIDELINES

5.1 Residential Purposes. No structure on a lot shall be used for a purpose other than private residential use.

5.2 One Dwelling. Only one single family dwelling, not to exceed two stories in height, shall be erected on a lot.

5.3 Site Placement. All buildings and other improvements shall be placed as approved by the ARC. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved.

5.4 Building Setbacks. The following minimum building setback lines are required:

A. Front - 50 feet
B. Side (Interior) - 15 feet
C. Side (Street) – 25 feet
D. Rear – 35 feet

The ARC may grant an exception for the above minimum setbacks in a case where a home site would be rendered unbuildable due to its size, shape or topography, and to save existing trees.

5.5 Building Size. The following minimum square footage of heated living area, exclusive of screened or unscreened porches, patios, terraces, garages and carports, is required for main residential dwelling structures, excluding accessory buildings.

Neighborhood I
(Lots 1-60, (only including Lots 17, 31, 33, and 45 if added)

A. 1800 square foot minimum
Lot Numbers (inclusive): 1-15, 21-24, 35-37, 39-43, 50-60

B. 2100 square foot minimum for Lots adjoining lots sold as of 10/1/11
Lot Numbers (inclusive): 16-20, 25-34, 38, 44-49

Neighborhood II
(Lots 61-248 (only including Lots 79, 87, 96, 100, 101, 109, 116, 128, 149, 184, 199, 220, 241 if added)

A. 2100 square foot minimum
Lot Numbers (inclusive): 61-69, 72-77, 81-85, 89-92, 106, 107, 111-114, 119-126, 143-147, 152-170, 172-181, 201-213, 222-232, 236-239, 243-248

B. 2500 square foot minimum for Lots adjoining lots sold as of 10/1/11
Lot Numbers (inclusive): 70-71, 78-80, 86-88, 93-105, 108-110, 115-118, 127-142, 148-151, 171, 182-200, 214-221, 233-235, 240-242

No building may contain more than two (2) stories of living space or have a garage for more than three (3) cars, without the prior written consent of the ARC. A two-story dwelling must contain at least 60% of the minimum square footage stated above on the first floor. A one-story dwelling containing a bonus room constructed in attic space or over a garage and containing not more than 300 square feet shall not be considered a two story dwelling for purposes of this section.

5.6 Design Theme. The design theme for each home shall be consistent with the overall theme of the Ramsey II community.

5.7 Exterior Materials. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, dryvit, wood (not plywood or similar material), or other approved natural material. No simulated brick or stone shall be permitted. Vinyl siding shall not be used as an exterior building materials, except that high grade vinyl may be used on fascia, soffit, cornice, gable ends, trim areas, and to compliment the primary exterior material.

5.8 Exterior Colors. Finish colors shall be applied consistently to all sides of the building. Acceptable colors shall include, but not be limited to neutral colors with traditional trim colors and muted pastels common to the southeastern coastal region. All exterior wood must be painted or stained except for decks, docks, fences and other structures constructed out of treated or decorative lumber and not visible from the street.

5.9 Exterior Trim and Decoration. Exterior window and door trim and similar decorations shall all be of the same color and material, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls.

5.10 Roof. Roof pitches and overhangs may vary as necessary by architectural design; however, no flat roofs are allowed as a major structural element and no other unusually steep roof or other unusual roof lines are allowed. A minimum of eight (8) feet high to twelve (12) feet horizontal slope is required. All roof stacks, flashings, metal chimney caps and gutters shall be painted to match approved roof colors or trim. Roof stacks and plumbing vents shall be placed on rear slopes where possible.

5.11 Roof Colors and Materials. Roof colors and textures shall be an integral part of the exterior color scheme of the building. Approved roofing materials include, but are not limited to fiberglass shingles, asphalt shingles, Masonite shingles, cedar wood shingles or shakes, concrete tiles with natural color and texture, natural clay tiles, copper, copper simulated or standing seam tin.

5.12 Windows. Wood, vinyl clad wood, vinyl and metal windows are allowed, provided that metal windows must be anodized bronze or factory finished colors compatible with the primary and trim color. Reflective glass is prohibited.

5.13 Garages. All residential dwellings shall include a side or rear facing attached garage with at least 450 square feet of area and adequate to house two (2), but not more than three (3) automobiles and shall include adequate space for storage, provided that garages cannot face any street. The garage door shall be compatible with the color of the other exterior finishes of the building. No garage shall be converted to other usage without the substitution of another garage.

5.14 Driveways and Sidewalks. All driveways shall be paved with asphalt or concrete

from the road or street to the garage. Lot owners with more than two vehicles are suggested to extend their driveways (parking pad) to allow extra cars to be parked on their lot on the side of their homes. No extra vehicles can be parked on the street except in special cases approved by the Declarant.

All Lots, unless otherwise noted, will have a poured in place, standard, un-dyed concrete sidewalk along any and all streets for the entire length of such street(s). Sidewalks will not be required on Lots #87, 133, 132, 131, 130, 129, 118, 117, 116, 115, 142, 141, 189, 188, 187, 185, and 184. The sidewalk will be constructed by the Lot Owner. The concrete will not be patterned, colored or impregnated with aggregate. It will have a light broom finish over the entire horizontal surface. The finished upper elevation of the sidewalk will be four inches (4") higher than the back edge of the concrete curbing along the street(s). Sidewalks will have a control joint approximately every ten feet (10').

The sidewalk on Lot #88 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #87. The sidewalk on Lot #128 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #129. The sidewalk on Lot #119 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #118. The sidewalk on Lot #114 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #115. The sidewalk on Lot #143 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #142. The sidewalk on Lot #183 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #184.

5.15 Chimneys. Any exposed portion of a chimney outside of the building shall be constructed solely of bricks, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrester at the top of the chimney, this arrester must have a shroud or surround.

5.16 Fences and Walls. All fences and walls must be approved by the ARC. Side and rear yard fences and walls are permitted to entirely enclose or define property lines of individual home sites, and to enclose service areas, patios, gardens, pet enclosures, swimming pools or other areas requiring privacy, subject to the easement rights of the Association and utility companies. All fences and walls must be attractive from both sides. No fence shall be constructed closer to the front lot property line than the rear corner of any residence. The fence facing the road shall be of a type approved by the ARC. All fencing shall be installed professionally and installation shall be approved by Declarant. Approval of one type of fencing for one lot does not require approval of that type of fencing for any other lot.

5.17 Service Court. A service court, or drying yard area, hidden from view from any adjacent street, and from the adjoining lots, must be constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage.

5.18 Accessory Structures. No more than one (1) detached single family residential dwelling shall be erected on a home site. The ARC may approve accessory structures (such as

garages, gazebos, guest houses, servants' quarters, and the like) that are detached from a main residential dwelling so long as they are not erected prior to construction of the main residential dwelling and are not intended to be held for lease. The addition of accessory structures shall be subject to the applicable building setback lines.

5.19 Window Air Conditioning Units. No window air conditioning units shall be permitted. Use of through the wall units for bonus rooms and accessory buildings may be approved by the ARC in limited circumstances. Where possible, all exterior air conditioning units shall be screened from view from the street.

5.20 Utility Service. No lines, wires or other devices for communications purposes, including telephone, television, date and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any home site unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvement. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

5.21 Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the building, or on the inside portion of the corner home sites within setback lines. Wooden play structures are preferred. However, metal swing sets are allowed provided they are painted to blend in with the landscaping. Forest green, walnut brown and black are acceptable colors.

5.22 Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed upon any home site shall be subject to review by the ARC.

5.23 Signs. No advertising sign or advertising matter of any kind shall be created upon or displayed, or otherwise exposed to view on any lot, except for standard size real estate sales signs and builder signs during construction in a form approved by the ARC. In no event will any sign be larger than twenty-four inches (24") by twenty-four inches (24"). No other window displays or advertising shall be maintained or permitted on any lot.

5.24 Lighting. All exterior lighting shall be consistent and complimentary in design to the style and character of the home and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed uplighting or downlighting and the style and type of lighting shall not be visible from streets and other common areas and no color lens or lamps are permitted. No lighting of tennis courts is permitted unless approved by the ARC.

5.25 Lawn Furnishings. No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any home site without prior approval of the ARC.

5.26 Interior Design. The ARC will not normally comment on or reject a home because of its interior elements, except in cases where those features affect the exterior appearance.

5.27 Antennas. No antenna for transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used or maintained, except that satellite dishes less than 24" in diameter or antennas less than 20" by 20" may be installed if screened from view of the road and adjacent properties.

5.28 Drainage and Grading. No drainage ditches, cuts, swales, streams, impoundments, ponds, lakes; no mounds, knolls, dams or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior consent of the ARC.

5.29 Construction Times. Construction activities shall only take place on the property between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, and 8:00 A.M. to 7:00 P.M. on Saturday. No construction activities shall be allowed on the property at any other times and no construction activities shall be allowed on the property on Sundays, Thanksgiving Day, Christmas Day, and New Years Day.

5.30 Trees. In order that the natural beauty of the home site may be preserved, no living tree having a diameter of twenty-four (24) inches or more, as measured four (4) feet from the natural grade, shall be destroyed or removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. Shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining lot.

5.31 Grass and Irrigation. All yards within each home site not covered with pavement, buildings, shrubs or groundcover shall be completely sodded or planted with grass. Centipede and St. Augustine grass are preferred. Any sodded areas facing a street shall utilize an underground irrigation system.

5.32 Natural Vegetation and Mulch. All areas within each home site not covered with pavement, buildings, shrubs, groundcover or grass shall be left in natural vegetation or covered with pine straw, or pine, cypress or other acceptable mulch in accordance with a landscape plan approved by the ARC, Gravel, rocks and artificial turf will not by substituted for lawns.

5.33 Mailboxes. All mailboxes shall have black iron posts with a black mailbox, and shall be of consistent material to be approved by the ARC. The style of mailbox shall be consistent throughout the neighborhood as determined by the ARC. No brick frame, wood or other products are acceptable. Mailboxes shall be installed at the sole cost and expense of the Owner.

6.0 REGULATORY COMPLIANCE. Plans submitted for ARC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Applicant to obtain all necessary permits. Regulatory approvals do not preclude the authority and responsibility of the ARC for design review and vice versa.

7.0 ENFORCEMENT. These Guidelines may be enforced by Declarant or Association, as the case may be, by bringing suit at law or in equity to recover monetary damages or to enjoin by preliminary injunction, temporary restraining order, or other equivalent relief any actual or threatened violation of the Guidelines, or both of the preceding.

8.0 WAIVER, AMENDMENT AND THIRD PARTY BENEFIT. The Declarant or Association maintains the right from time to time, at their sole discretion, to waive, amend or modify these procedures and Guidelines. Neither the Declarant or Association, nor its agents, representatives or employees shall be liable for failure to follow these Guidelines as herein defined. These Guidelines confer no third party benefit or rights upon any entity, person or Applicant.

9.0 NON-LIABILITY OF THE DECLARANT, ASSOCIATION AND ARC. The Declarant, Association and ARC, their respective members, successors, assigns, agents, representatives or employees shall not be liable for damages or otherwise to anyone submitting plans to the ARC for approval, or to any action of the Declarant, Association, or ARC with respect to any submission, or for failure to follow these Guidelines. The role of the Declarant, Association and ARC is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The Declarant, Association, and ARC assume no responsibility with regard to design or construction, including, without limitation, the civil, structural, mechanical, plumbing or electrical design, methods of construction, or technical suitability of materials.

10.0 ACCURACY OF INFORMATION. Any Applicant submitting plans to the ARC shall be responsible for verification and accuracy of all components of such submissions, including, without limitation, all site dimensions, grades, elevations, utility locations and other pertinent features of the site or plans.

11.0 APPLICANT REPRESENTATION. The Applicant represents by the act of entering into the review process with the ARC that all representatives of Applicant, including, but not limited to, Applicant's architect, engineer, contractors, subcontractors, and their agents and employees, shall be made aware by the Applicant of all applicable requirements of the ARC and shall abide by these Guidelines and the Declaration with respect to approval of development plans and specifications.

RAMSEY LANDING II SUBDIVISION

ARCHITECTURAL REVIEW COMMITTEE

Application and Checklist

General Information and Approval Summary:

Date of Submittal _____ Requested Hearing Date _____

Lot _____

ARC Approval Requested (Check One):	Date Considered:	Date Approved:
_____ NEW CONSTRUCTION REVIEW	_____	_____
_____ MODIFICATION REVIEW	_____	_____
_____ RESUBMISSION	_____	_____
_____ APPEAL	_____	_____
_____ OTHER: _____	_____	_____

Inspection Requested:

_____ FINAL SITE APPROVAL
Requested Date: _____

OTHER: _____
Requested Date: _____

Owner: _____
Home Phone: _____
Business Phone: _____
Mailing Address: _____

Builder: _____
Contact: _____
Business Phone: _____
Address: _____
_____
Emergency 24 hours Phone: _____

Architect: _____
Contact: _____
Business Phone: _____
Address: _____

LOT NUMBER: _____ APPLICANT: _____

PLAN APPROVAL SUMMARY

	ARC Signature:	Date:	Comments/Conditions:
APPROVED:	_____	_____	_____
APPROVED WITH CONDITIONS:	_____	_____	_____
DISAPPROVED:	_____	_____	_____
DEFERRED:	_____	_____	_____
INCOMPLETE:	_____	_____	_____

RESOLUTION OF BOARD OF DIRECTORS
OF RAMSEY LANDING II PROPERTY OWNERS ASSOCIATION, INC.

THIS RESOLUTION (the "Resolution") is entered into this _____ day of _____, 2012, by all members of the **BOARD OF DIRECTORS OF RAMSEY LANDING II PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation (the "Board").

WITNESSETH:

WHEREAS, pursuant to Section 3.15 of the Bylaws of the Ramsey Landing II Property Owners Association, Inc., the Board does desire to hereby consent to the adoption of the following actions which would otherwise have been taken by the Board at a duly called meeting;

NOW, THEREFORE, the Board does hereby take the following actions:

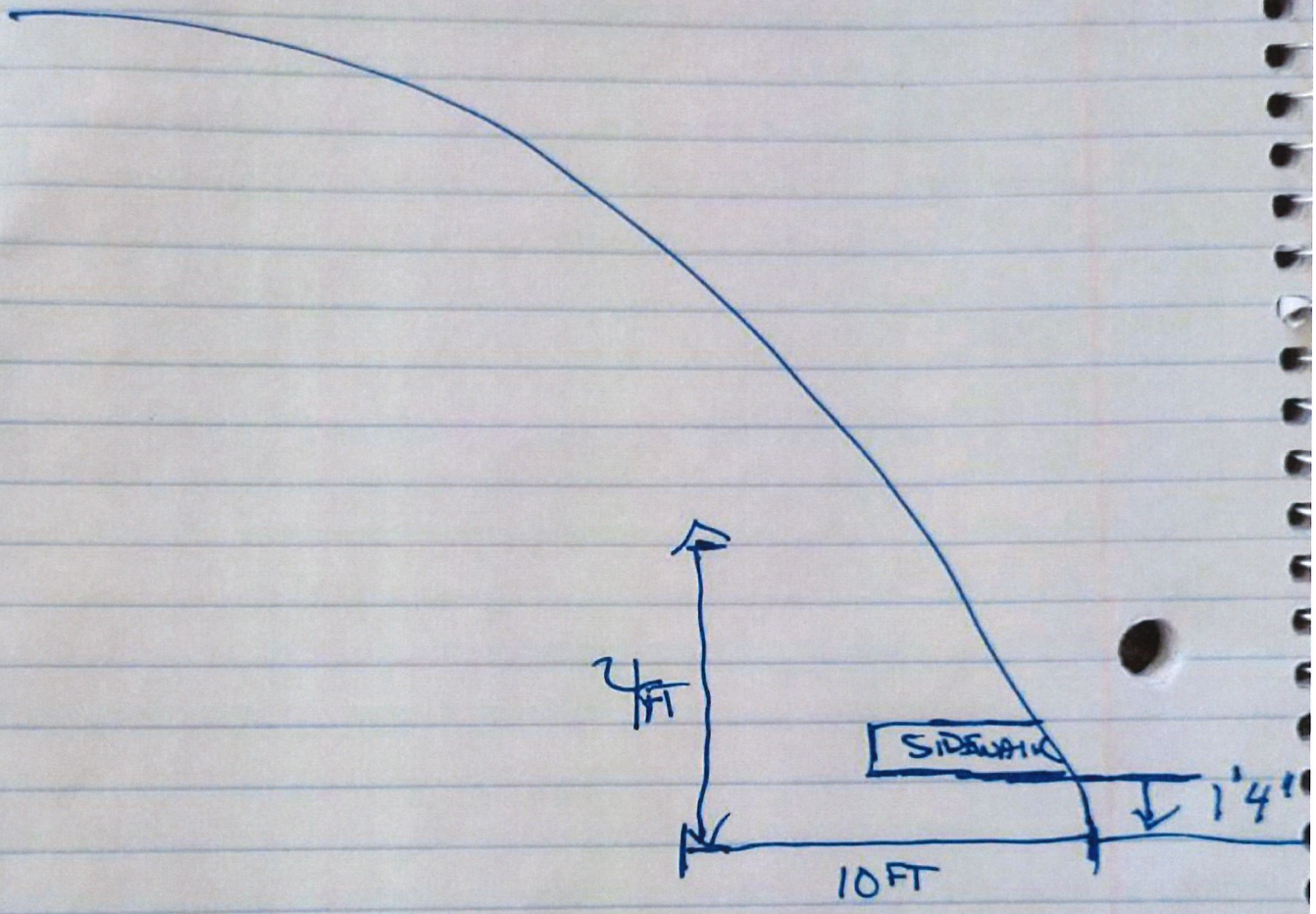
1. The Board hereby consents to and approves the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ramsey Landing II.

2. The Board hereby consents to and approves the Architectural Review Guidelines dated August 21, 2012.

IN WITNESS WHEREOF, all members of the Board have duly executed this Resolution, to be effective as of the day and year first above written.

_____
Chapman Bennett, Sole Director

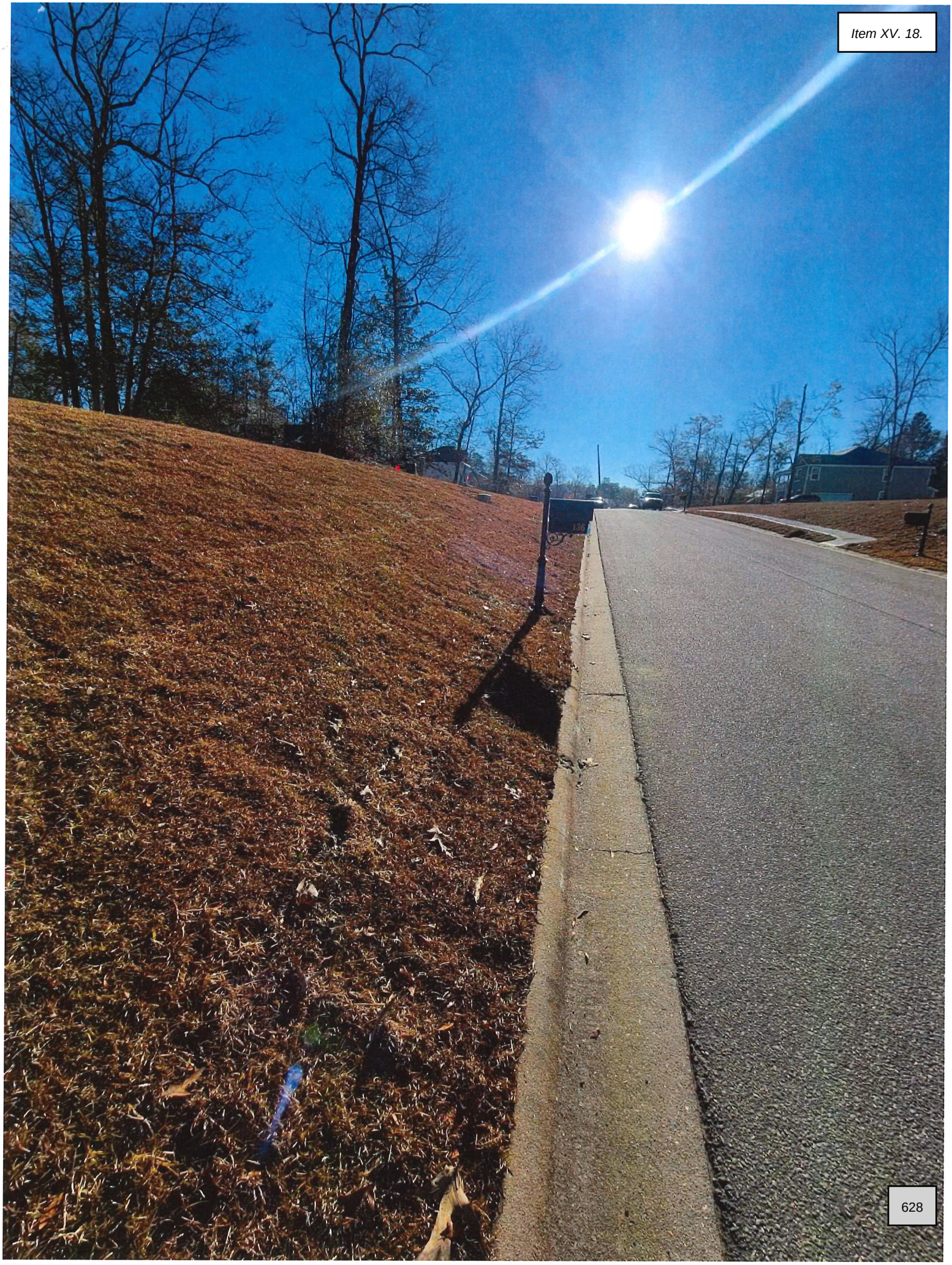
PHOTOGRAPHS PROVIDED BY APPLICANT



SIDEWALK WILL BE 1FT 4IN ABOVE CURB

SLOPE IS RAISING 4FT EVERY 10FT

CUBBEDGE DR



NOTIFICATION TO BUYER

- PROVIDED BY APPLICANT -

otloop signature verification: https://dtlp.us/bTuG-tEIP-QiaW

D·R·HORTON
America's Builder

Date- 02/18/22

To: Joseph and Jennifer Butler

From: Sean Ware, DR Horton

Re: Conditional CO for 136 Ramsey Way

Dear Joseph and Jennifer,

This letter is to make you aware of the variance that has been submitted to Effingham County in reference to the sidewalk issue. The zoning ordinance for Effingham county is that sidewalks need to be installed unless there are any unique physical circumstances in topography that will not allow a sidewalk.

The topography of the land from curb to homesite is not conducive to installing a sidewalk. The variance has been filed so that a sidewalk would not be necessary.

The Effingham County Board meets on March 21 and a decision will be issued on April 5. Effingham county is issuing a 60- Day Conditional CO allowing you to occupy the home. If the decision is made that sidewalks are not necessary, a permanent CO will be issued. If the decision is made to install the sidewalk, DR Horton will move forward at that time to fulfill the request and upon completion, the CO will be issued.

Please initial below that you acknowledge this condition at time of closing.

Joseph Butler JBB 02/21/22 1:47 PM EST

Jennifer Butler JMB 02/21/22 1:46 PM EST

Thank you for your understanding

Sean Ware 2-18-22

Sean Ware

DVP of City Operations

D.R. HORTON

30 Silver Lake Road, Bluffton, SC 29909

o: 843 278 6796 **m:** 843 697 9111

Sworn and subscribed to me this day.

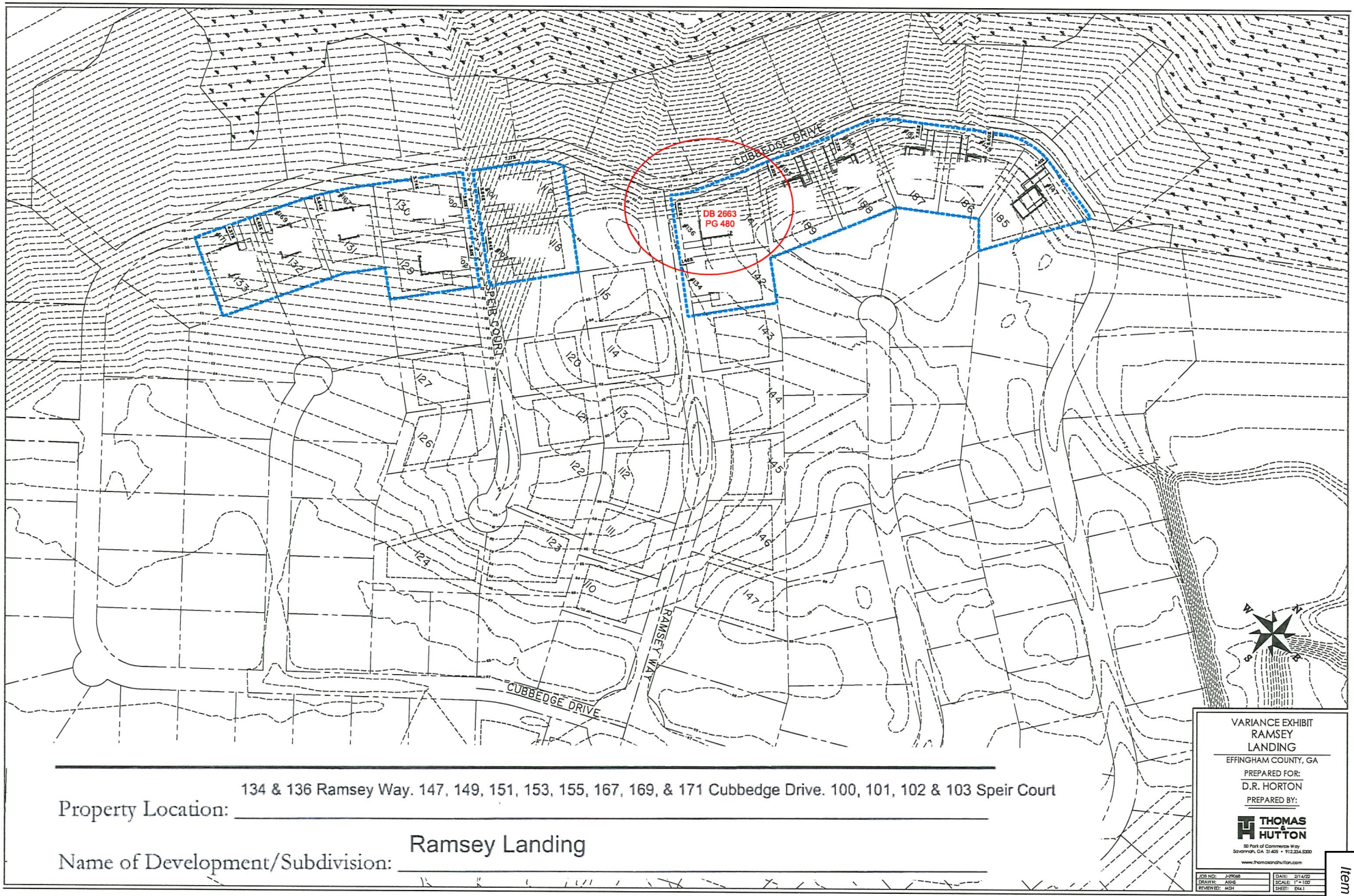
February, 18, 2022

Mark Strange MARK STRANGE

Notary Signature

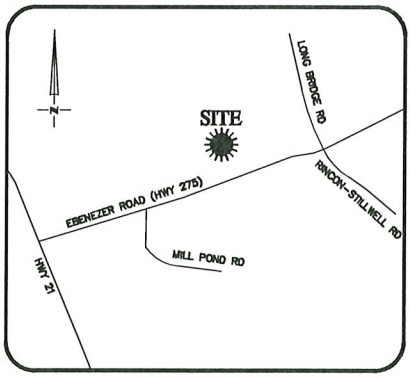
Notary Expiration 8/18/2030

Notary Seal



Property Location: 134 & 136 Ramsey Way. 147, 149, 151, 153, 155, 167, 169, & 171 Cubbedge Drive. 100, 101, 102 & 103 Speir Court

Name of Development/Subdivision: Ramsey Landing



VICINITY MAP
Not To Scale

IMPERVIOUS SURFACE AREA	
DESCRIPTION	AREA
HOUSE W/ PORCH	1,730 S.F.±
DECK/PATIO/AC	137 S.F.±
DRIVEWAY & LEADWALKS	1,561 S.F.±
TOTAL (PROPOSED)=	3,428 S.F.±
LOT AREA =	42,077 S.F.±

FLATWORK WITHIN R/W 263 S.F±

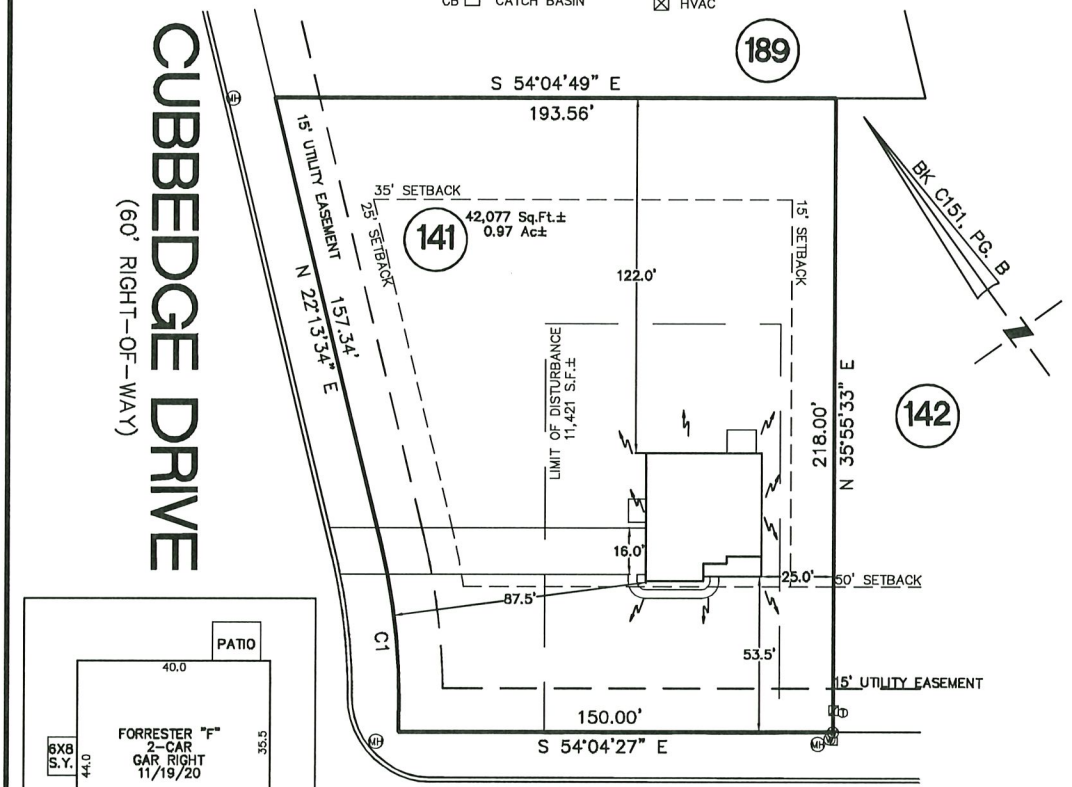
DRAINAGE ARROWS AND PROPOSED HOUSE ELEVATIONS PROVIDED BY BUILDER. BY PRESENTING ON PLAT, RLA IN NO WAY ASSUMES LIABILITY OF HYDRAULIC DESIGN. ANYTHING OF THIS NATURE IS ONLY SHOWN FOR PURPOSES OTHER THAN THE ACKNOWLEDGEMENT OF HYDRAULICALLY ENGINEERED DESIGN BY RLA. WE ARE NOT LICENSED TO HYDRAULICALLY DESIGN, THEREFORE, DRAINAGE ARROWS AND/OR PROPOSED HOUSE ELEVATIONS ON THIS PLAT WERE GIVEN AND TRACED FROM ACTUALLY PROVIDED DATA TO RLA.

LEGEND

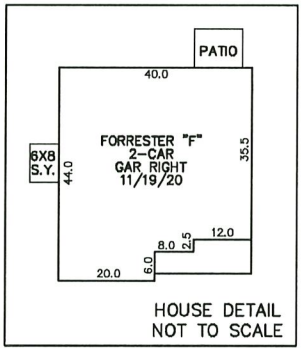
E.I.P.	EXISTING IRON PIN
E.C.M.	EXISTING CONCRETE MONUMENT
S.I.P.	SET IRON PIN
P.D.E.	PUBLIC DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
F.P.E.	FLOOD PROTECTION ELEVATION
CLOSURE	EXCEEDS 1 INCH in 10,000'
———	PROPERTY LINE
– – – –	ADJOINER PROPERTY LINE BY DEED OR PLAT

CLEAN OUT	FIRE HYDRANT
LIGHT POST	TRANSFORMER
MAN HOLE	ELECTRIC BOX
TELEPHONE PEDESTAL	CABLE PEDESTAL
WATER METER	WATER VALVE
CB CATCH BASIN	HVAC

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	65.66'	230.00'	S 30°24'16" W	65.44'



#136 RAMSEY WAY
(60' RIGHT-OF-WAY)



HOUSE DETAIL
NOT TO SCALE

REVISIONS

REV. #	DATE	COMMENT
REV. 1	6/3/21	REVISED HSE SWING & DW
		PER BLDR E-MAIL-GBH
REV. 2	7/16/21	ADDED SIDEWALK PER BUILDER
REV. 2	7/16/21	REMOVED SIDEWALK PER
		BUILDER

NOTE:
1. BUILDER ASSUMES RESPONSIBILITY FOR GRADING LOT AND/OR DESIGNING STEPS, PORCHES, DECKS, ETC. AS NECESSARY TO PREVENT ENCROACHMENT INTO SETBACKS.
2. HOUSE DIMENSIONS AND OPTIONS SHOULD BE VERIFIED WITH CONTRACTOR PRIOR TO CONSTRUCTION.
3. SETBACKS/ EASEMENTS SHOULD BE VERIFIED WITH DEVELOPER AND LOCAL OFFICIALS PRIOR TO CONSTRUCTION.
4. THIS IS A CONCEPTUAL DRAWING AND CONTENTS SHOWN HEREON ARE SUBJECT TO CHANGE UPON FINAL CONSTRUCTION.

THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED

NOTE:
ACCORDING TO F.I.R.M. MAP NO. 13103C, PANELS 0280E EFFECTIVE MARCH 16, 2015, THE PROPERTY SHOWN ON THIS PLAT APPEARS TO LIE WITHIN FLOOD ZONE X.

THIS DRAWING DOES NOT REFLECT AS-BUILT INFORMATION

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES.

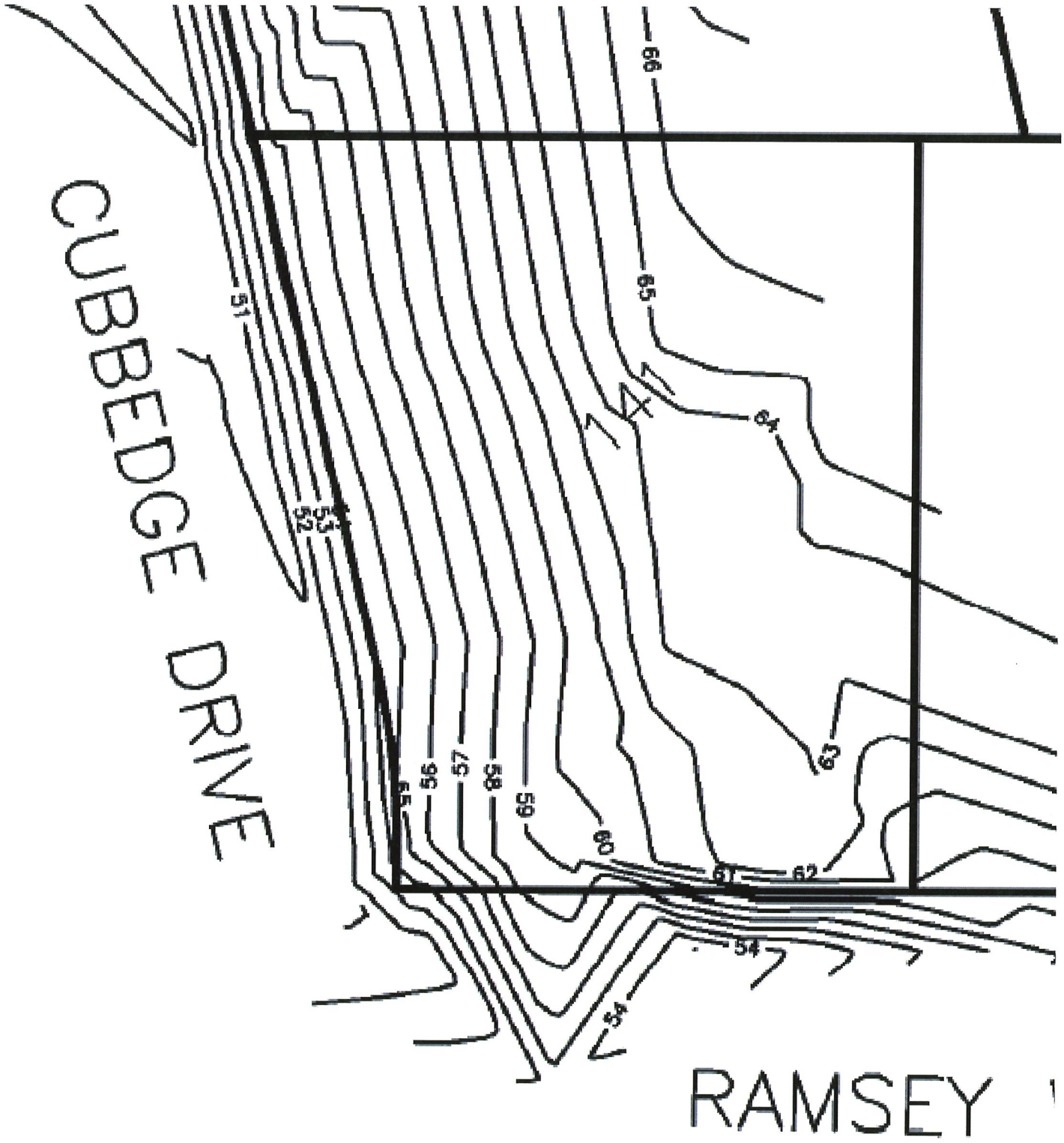
50 0 50
SCALE: 1" = 50'

RLA ASSOCIATES, PA
785 KING GEORGE BLVD, SUITE 203
SAVANNAH, GA 31419
PHONE (843) 879-9091
FAX (843) 261-9092

HOUSE LOCATION PLOT PLAN
FOR
LOT 141 RAMSEY LANDING, PHASE I
9th G.M. District, Effingham County, Georgia

PROPERTY OF: D.R. HORTON
MAP BOOK C151 PAGE B DEED REFERENCE

DRAWN BY: JEM | DATE: FEBUARY 26, 2021


CUBBEDGE DRIVE
RAMSEY
51
52
53
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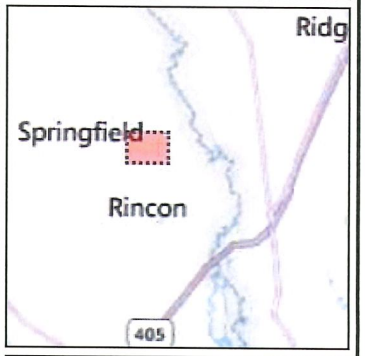
66

136 Ramsey Way



Legend

- Address Points
- Tax Parcels With Labels
- Road Names
- Road Centerlines

24 Feb, 2022

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **DR Horton** requests a **variance** from section 6.1, to eliminate the sidewalk requirement in a major subdivision. Located at 136 Ramsey Way, zoned **R-1**. **Map# 445C Parcel# 141**

Summary Recommendation
Staff has reviewed the application, and recommends **denial** of the request for a **variance** from the sidewalk requirement for 136 Ramsey Way.

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.
- Applicant requests a waiver from the requirement to include a sidewalk at 136 Ramsey Way, due to topographical conditions.
- Ramsey Landing Architectural Review Guidelines (2012) note that sidewalks are not required on several lots, including #141. Effingham County is not party to these guidelines.
- Neighboring properties include sidewalks. Lots can be graded, or retaining walls added, to create a flat surface for sidewalks.
- A sidewalk was included on lot 142, contrary to the Architectural guidelines. It ends abruptly, with no transition to curb. This presents a safety issue for pedestrians, strollers, scooters, etc.
- Ramsey Landing is a gated, private subdivision; the County does not maintain these roads. The HOA is therefore responsible for construction, maintenance, and safety of the sidewalks.
- At the March 21 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **variance** from the sidewalk requirement for 136 Ramsey Way.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a **variance** from the sidewalk requirement.
2. Deny the request for a variance from the sidewalk requirement.

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. 445C-141
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 445C-141

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, DR HORTON has filed an application for a variance, from section 6.1, to eliminate the sidewalk requirement for 136 Ramsey Way; map and parcel number 445C-141, located in the 4th commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT a variance from section 6.1, to eliminate the sidewalk requirement for 136 Ramsey Way; map and parcel number 445C-141, located in the 4th commissioner district is approved.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Dennis Trotter** as Agent for **Krista Seckinger** requests to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, to allow for the future development of a Dollar General store, located at 1369 Ebenezer Road. **Map# 460 Parcel# 48**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, to allow for the future development of a Dollar General store, 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.
- Retail businesses are a permitted use in the B-2 General Commercial District. B-2 is compatible with the surrounding area, which includes residential development, a school complex, and an undeveloped property zoned B-2 across Ebenezer Rd.
- The property is in the Springfield water & sewer service delivery area.
- The proposed development will be 10,640 sf store clad in brick, stone, or stucco, with no exposed metal wall panels. Other decorative features, such as shutters and awnings, are proposed.
- A 30' vegetative buffer is required between R and B districts. Wetlands to the west ensure that even with additional development of the parent parcel, there will be extensive buffering between commercial and adjacent residential uses.
- Staff met with the applicant via Zoom on 2/28/2022, and discussed exterior building materials, the speed limit on Long Pond and Ebenezer Roads, and the sketch plan process. The applicant is working with GDOT on a driveway design permit.
- At the March 21 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, with the following conditions:
  1. Minor subdivision plat must be recorded before the rezoning can take effect.
  2. The lot shall meet the requirements of the B-2 zoning district.
  3. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  4. Site development plans shall 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 must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, with the following conditions:
   1. Minor subdivision plat must be recorded before the rezoning can take effect.
   2. The lot shall meet the requirements of the B-2 zoning district.
   3. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
   4. Site development plans shall 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 must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**

Recommended Alternative: 1
Department Review: Development Services
Attachments: 1. Rezoning application
2. Ownership certificate
3. Deed
4. Aerial photograph

Other Alternatives: 2
FUNDING: N/A

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 1/12/2022

Applicant/Agent: Dennis Trotter

Applicant Email Address: dennis@jordantrotter.com

Phone # 706-951-0147

Applicant Mailing Address: 3638 Walton Way Ext, Suite 200

City: Augusta State: GA Zip Code: 30909

Property Owner, if different from above: Krista Seckinger

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): KJSECK@gmail.com

Phone # 423-400-2043

Owner's Mailing Address: 913 Crest Drive

City: Chickamauga State: GA Zip Code: 30707

Property Location: Northwest corner of Ebenezer Road and Long Bridge Road (1369 Ebenezer Rd)

Proposed Road Access: Full access on Long Bridge Road and right in/out on Ebenezer Road

Present Zoning of Property: AR-1 Proposed Zoning: B-2

Tax Map-Parcel # 460-48 Total Acres: 23.32 Acres to be Rezoned: 2.00

Lot Characteristics: Currently a large wooded lot with an older home on the corner. Some floodzone and wetlands along the rear portion of the property

WATER	**SEWER**
_____Private Well	X Private Septic System
_____Public Water System	X Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: In order to develop a Dollar General store

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

North AR-1 South B-3 & R-2 East R-6 West AR-1

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 1/12/2022

Applicant/Agent: Dennis Trotter

Applicant Email Address: dennis@jordantrotter.com

Phone # 706-951-0147

Applicant Mailing Address: 3638 Walton Way Ext, Suite 200

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WATER	**SEWER**
_____Private Well	__X__Private Septic System
_____Public Water System	__X__Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: In order to develop a Dollar General store

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

North AR-1 South B-3 & R-2 East R-6 West AR-1

Rev 05052021

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

The property is currently a large wooded lot with an old home. The property has been vacant for years.

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

The home on the property has been vacant for years and has no economic value.

The current zoning allows for the up to 1 single family house for every 5 acres.

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

We are proposing a 10,640 square foot Dollar General store. Our proposed building will have all four walls clad in brick, stone, or stucco, with no exposed metal wall panels. The building will also contain a combination of brick details, soldier courses, awnings, and/or decorative shutters to provide additional enhancement. The remaining portion of the property not being rezoned will create a natural buffer from the surrounding homes and our site plan accounts for a 30' buffer, per the ordinance, that will stay if the remainder of the property is further developed or rezoned in the future.

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

There is new neighborhood (Sundance) being developed to the west of our site. The majority of the property to the north and east is single-family homes on larger lots. To the south is higher density residential (Brookstone) and on the corner there is a vacant home zoned B-3.

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?

We believe this is a suitable use for this property as this is a growing residential area and our store will serve as a convenience to these homes.

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?

This intersection was recently improved with a traffic circle and there is water and sewer located to the south (Brookstone Neighborhood) and to the west (Raindance Subdivision). This use would not be burdensome to the existing streest, transporations facilities, utilities, or schools in this area.

Applicant Signature: _____ Date 1/14/21

Rev 05052021

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date July 20, 2007, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1653 page 37.

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 Karla Seckinger

Print Name Karla Seckinger

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 13th day of January, 20 22.

Notary Public, State of ~~Georgia~~ New Hampshire

MAXWELL J. BLANCHETTE
STATE OF
-MY-
COMMISSION
EXPIRES
MAY 1,
2024
NEW HAMPSHIRE
NOTARY PUBLIC

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date July 20, 2007, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1653 page 37.

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 _____

Print Name Krista Seckinger

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 13th day of January, 20 22.

Brittany Egbert
Notary Public, State of Georgia

BRITTANY EGBERT
Notary Public, Georgia
Columbia County
My Commission Expires
October 03, 2025

AUTHORIZATION OF PROPERTY OWNER

I, Karla Seckinger, 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: Dennis Trotter

Applicant/Agent Address: 3638 Walton Way Ext, Suite 200

City: Augusta State: GA Zip Code: 30909

Phone: 706.736.1031 Email: dennis@jordantrotter.com

Owner's signature Karla Seckinger

Print Name Karla Seckinger

Personally appeared before me Karla Seckinger (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 13th day of January, 20 22.

Notary Public, State of ~~Georgia~~ New Hampshire

MAXWELL J. BLANCHETTE
STATE OF
-MY-
COMMISSION
EXPIRES
MAY 1,
2024
NEW HAMPSHIRE
NOTARY PUBLIC

AUTHORIZATION OF PROPERTY OWNER

I, Krista Seckinger, 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.

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Owner's signature

Print Name Krista Seckinger

Personally appeared before me Krista Seckinger (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 13th day of January, 20 22.

Brittany Egbert
Notary Public, State of Georgia

STATE OF GEORGIA PUBLIC
BRITTANY EGBERT
Notary Public, Georgia
Columbia County
My Commission Expires
October 03, 2025

2

BOOK PAGE
FILED FOR RECORD
01653 0037
PAGE NO

2007 JUL 20 AM 9:21

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

After Recording, Return To:
Ratchford & Rafter, LLP
P.O. Box 1039, Springfield, GA

STATE OF GEORGIA)
) ASSENT TO DEVISE
COUNTY OF EFFINGHAM)

WHEREAS, Thyrza Janelle Robinson Seckinger, died a resident of Effingham County, Georgia, on the 14th day of November, 2004, leaving a will dated January 5th, 2001, which has been probated in solemn form in said County on November 19th, 2004, in the General Court of Justice Superior Court Division thereof; and

WHEREAS, under the terms of said will the following described property was devised to KRISTA JANELLE SECKINGER and KARLA SUE SECKINGER:

All that certain lot or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing three and eight/tenths (3.8) acres, more or less, bounded on the northeast by the Rincon-Stillwell Public Road; on the southeast by State of Georgia Highway #275; on the southwest by lands of Evelyn Zeigler; and on the northwest by lands of Calvin L. Seckinger, as well as the home located thereon and the household and kitchen furniture therein.

All that certain lot or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing three/tenths (0.3) acres, more or less, bounded on the north by State of Georgia Highway # 275; on the east by lands of M. L. Wilson; and on the southwest by the Rincon-Stillwell Highway, as shown on a map or plat made by Paul Weitman, C.D., November 9, 1968, recorded in Book I, page 307 of the Surveyor's Records of Effingham County, Georgia.

All that certain lot or parcel of land situate lying and being in the 9th G.M. District, Effingham County, Georgia, containing Twelve and three-tenths (12.3) acres, more or less, and being bounded as follows: on the Northeast by the Rincon-Stillwell Highway; on the Southeast by lands of Mrs. Effie W. Seckinger; on the Southwest by channel of branch and across branch lands of John D. Zeigler; and on the Northwest by channel of branch, and across branch lands of Continental Can Corporation and lands of John D. Zeigler.

For a more particular description of the above conveyed lands reference is herein had to map or plat of same made by Paul Weitman, County Surveyors, dated November 20, 1970, and recorded in the Surveyor's Records of Effingham County in Plat Book "J", Page 9.

All that certain lot, tract or parcel of land situate, lying and being in the 9th District, G.M. Effingham County, GA, containing Eleven (11) acres, more or less, and being bounded as follows: on the North by lands of W.J. Overstreet, the channel of a branch being the ling; on the East by lands of said W.J. Overstreet; on the South by State Highway # 275, known as the Ebenezer Road; and on the West by lands of the Estate of G.W. Seckinger. For a more particular description of the above conveyed tract of land reference is herein specifically had to a map or plat of same made by Paul Weitman, County Surveyor of said County, and recorded in his office in Book G, page 176.

WHEREAS, the undersigned duly qualified as Executor of the estate of the the **Thyrza JANELLE ROBINSON SECKINGER** and is now administering the estate under the terms of said will and it has been determined that all debts and claims against the estate have been fully paid.

NOW, THEREFORE, the undersigned, as Executor of the will of said **THYRZA JANELLE ROBINSON SECKINGER** hereby assents to the devise of said property under the terms of said will, so that full fee-simple title

legal

thereto is vested in the said KRISTA JANELLE SECKINGER and KARLA SUE SECKINGER as provided in said will.

BOOK PAGE

WITNESS my hand and seal, this 16 day of July, 2007.

01653 0038

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC
DATE NOTARIZED

WARREN K. RATCHFORD NOTARY PUBLIC Comm. Exp. 3/11/11 EFFINGHAM COUNTY, GA.

_____(SEAL)
Krista Janelle Seckinger, Executor of the
Estate of Thyrza Janelle Robinson Seckinger, Deceased

_____(SEAL)
Karla Sue Seckinger, Executor of the
Estate of Thyrza Janelle Robinson Seckinger, Deceased

Georgia Department of Public Health
Effingham County
Environmental Health

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

February 9, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Dennis Trotter
1369 Ebenezer Road Springfield, GA 31329
Pin: 460-483
Total Acres: 23.32 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. EPD Verification of public water source.
4. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
5. 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

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

City of Springfield
The heart of Effingham

February 17, 2022

Trotter General, LLC
3638 Walton Way Ext, Suite 200
Augusta, GA 30909

RE: Ebenezer Road and Long Bridge Road, Rincon GA
Parcel 460-48
Water & Sewer Availability & Capacity Letter

To Whom It May Concern:

Water and sewer services are currently available to the proposed 1 lot development at the above referenced location. All costs to connect to the existing water and sewer infrastructure will be paid by the developer.

The City of Springfield currently has adequate water and sewer capacity to service a single standalone Dollar General on the 23.32 acre parcel.

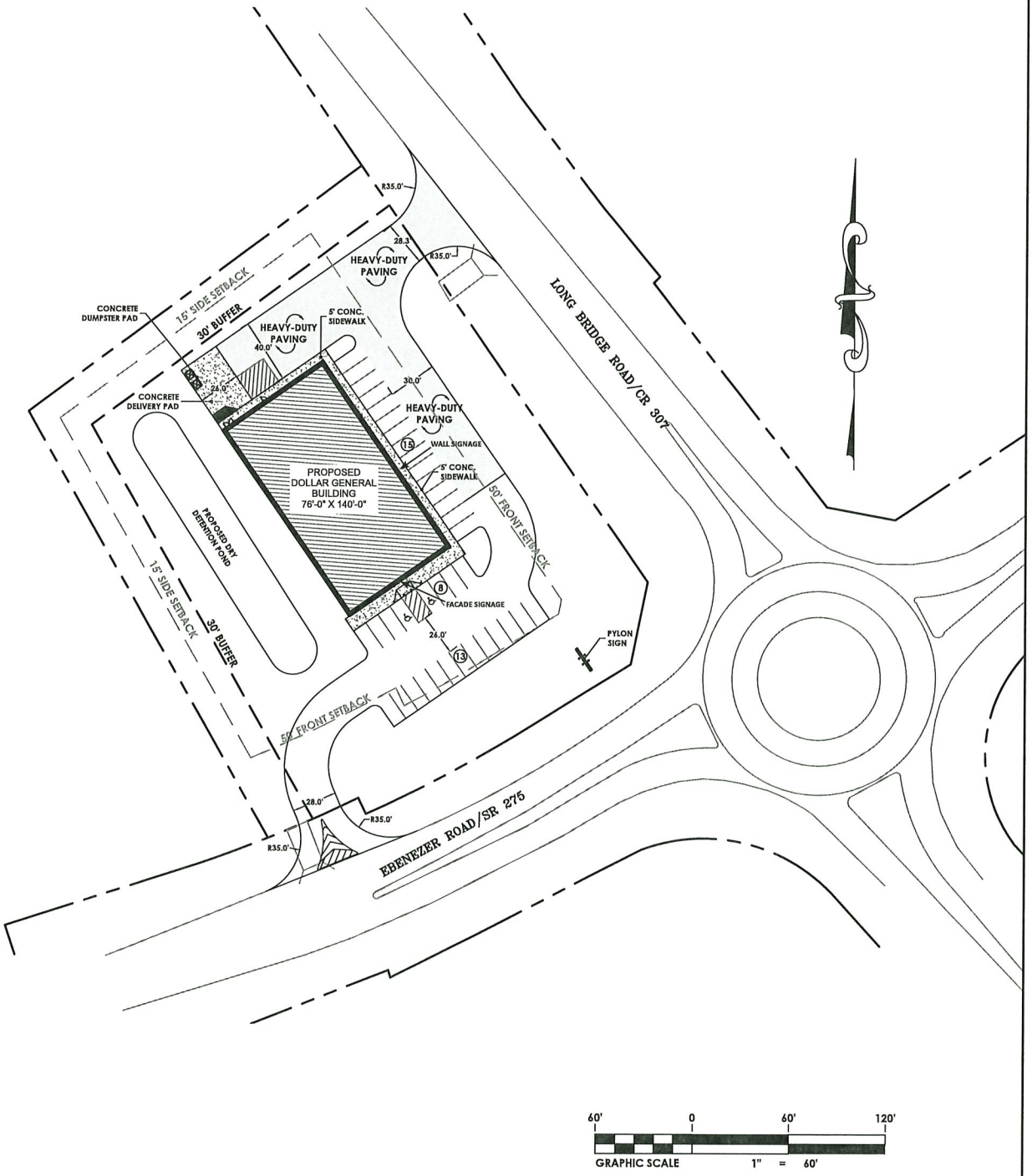
If I may be of further assistance, please contact me at (912)754-7617 or mmorris@springfieldga.org.

Sincerely,

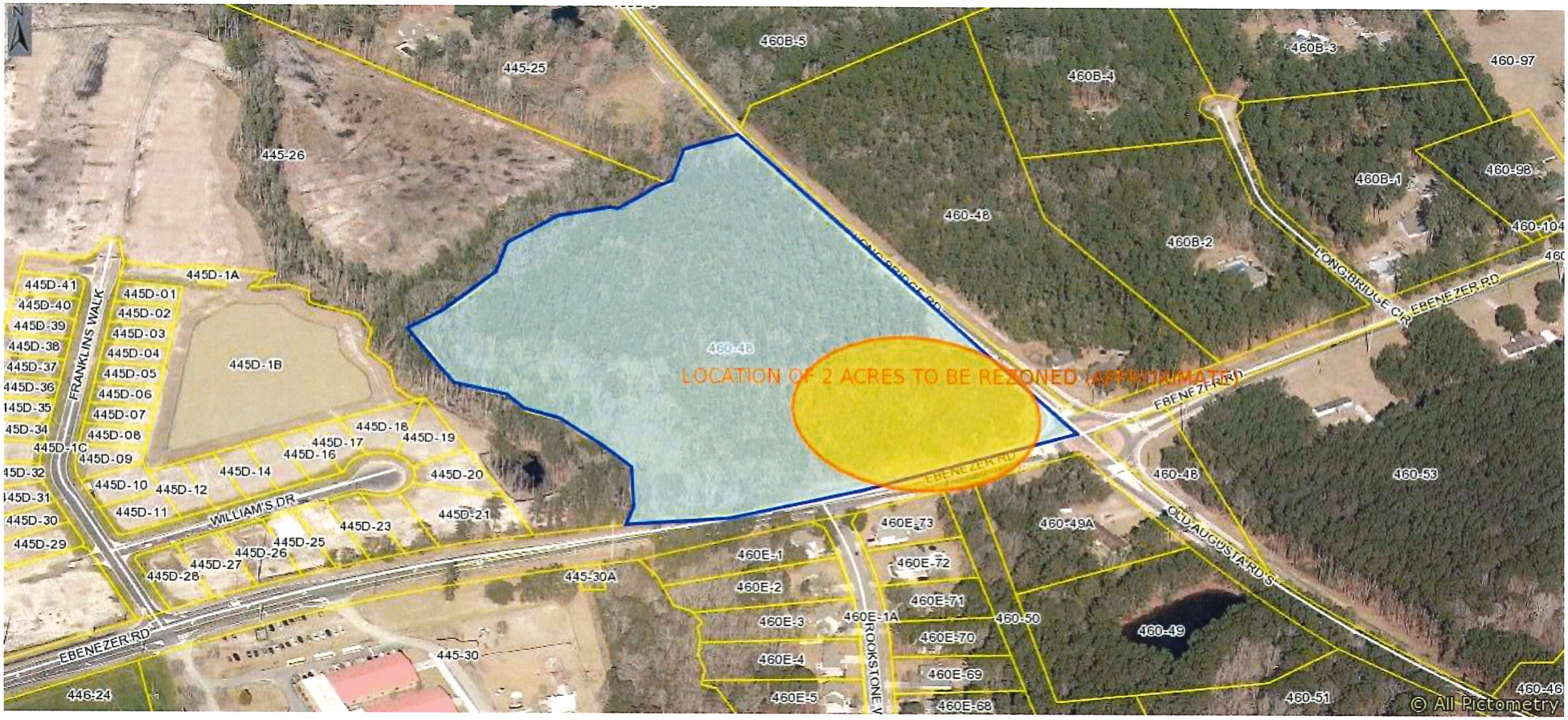
Matthew A. Morris
City Manager

PRELIMINARY SITE PLAN		CITY,STATE - STREET: EBENEZER ROAD/GA SR 275 EFFINGHAM COUNTY, GA	
PROTOTYPE: DG PLUS "C"	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF: 10,640/8,513	COMPANY: JORDAN TROTTER, LLC	COMPANY: CIVIL DESIGN SOLUTIONS, LLC	11/18/21
ACREAGE: +/- 2.00 ACRES	NAME: DENNIS TROTTER	NAME: LAWTON H. JOHNSON, PE	
PARKING SPACES: 36	PHONE #: (706) 951-0147	PHONE #: (706) 465-0900	

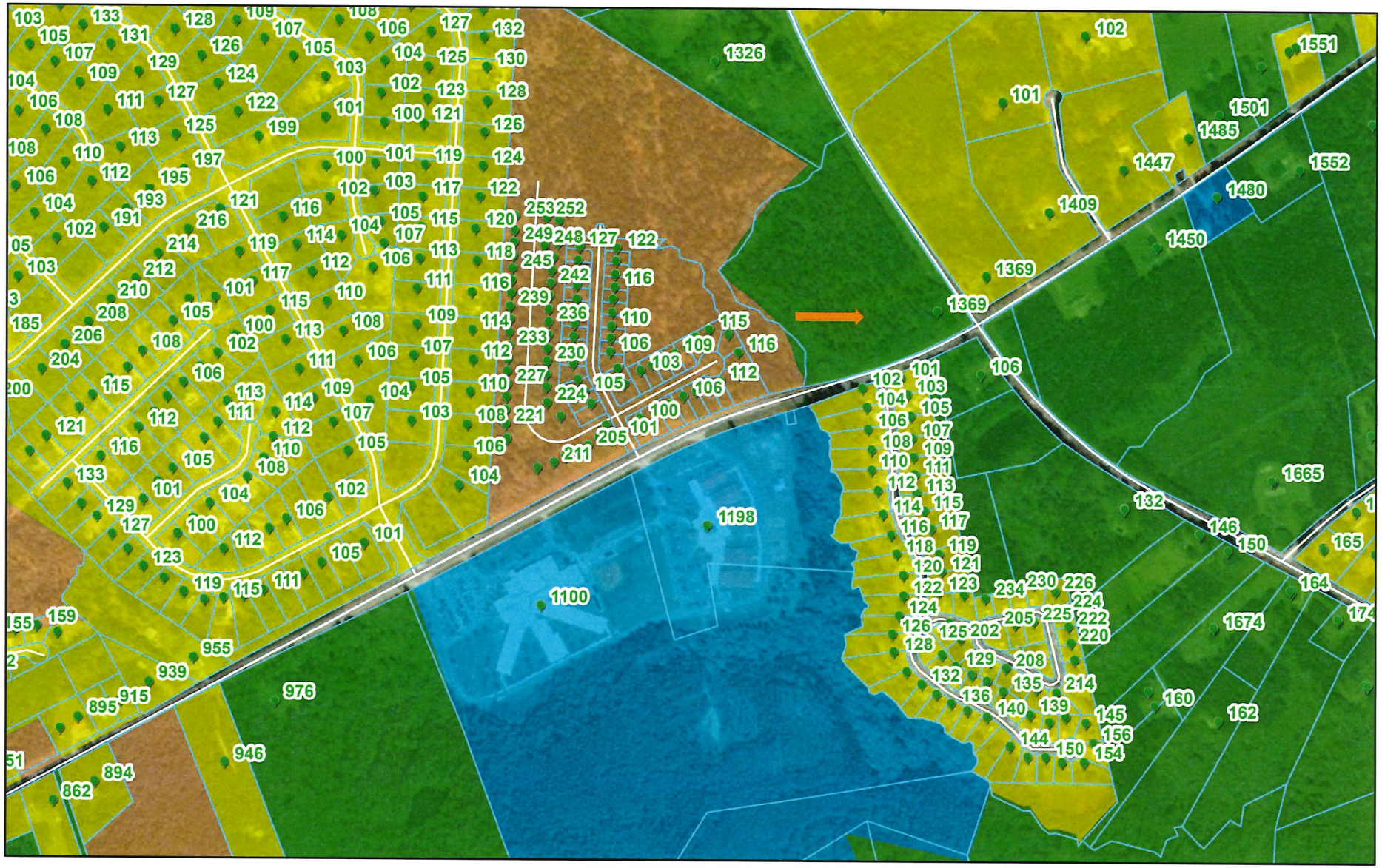
PARKING STALL DIMENSIONS: 18.5' X 9'



460-48


460-48
LOCATION OF 2 ACRES TO BE REZONED (APPROXIMATE)
445-25
445-26
460B-5
460B-4
460B-3
460-97
460B-1
460-98
460-104
460B-2
LONGBRIDGE CT
EBENEZER RD
445D-1A
445D-1B
445D-41
445D-40
445D-39
445D-38
445D-37
445D-36
445D-35
445D-34
445D-01
445D-02
445D-03
445D-04
445D-05
445D-06
445D-07
445D-08
445D-1C
445D-09
445D-10
445D-11
445D-12
445D-14
445D-16
445D-17
445D-18
445D-19
445D-20
445D-21
445D-23
445D-25
445D-26
445D-27
445D-28
FRANKLINS WALK
WILLIAM'S DR
445-30A
445-30
EBENEZER RD
460E-73
460E-72
460E-71
460E-70
460E-69
460E-68
460E-1
460E-2
460E-3
460E-4
460E-5
460E-1A
ROCKSTONE V
460-49A
460-50
460-49
460-48
460-53
460-51
460-46
OLD AUGUSTA RD S
446-24
© All Pictometry

460-48



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0 0.1 0.2 0.4 km

Maxar

Address Points

Parcels2020

Roads

Future Land Use - Plan Date 10/1/2019

Agriculture

Public/Institutional

Residential

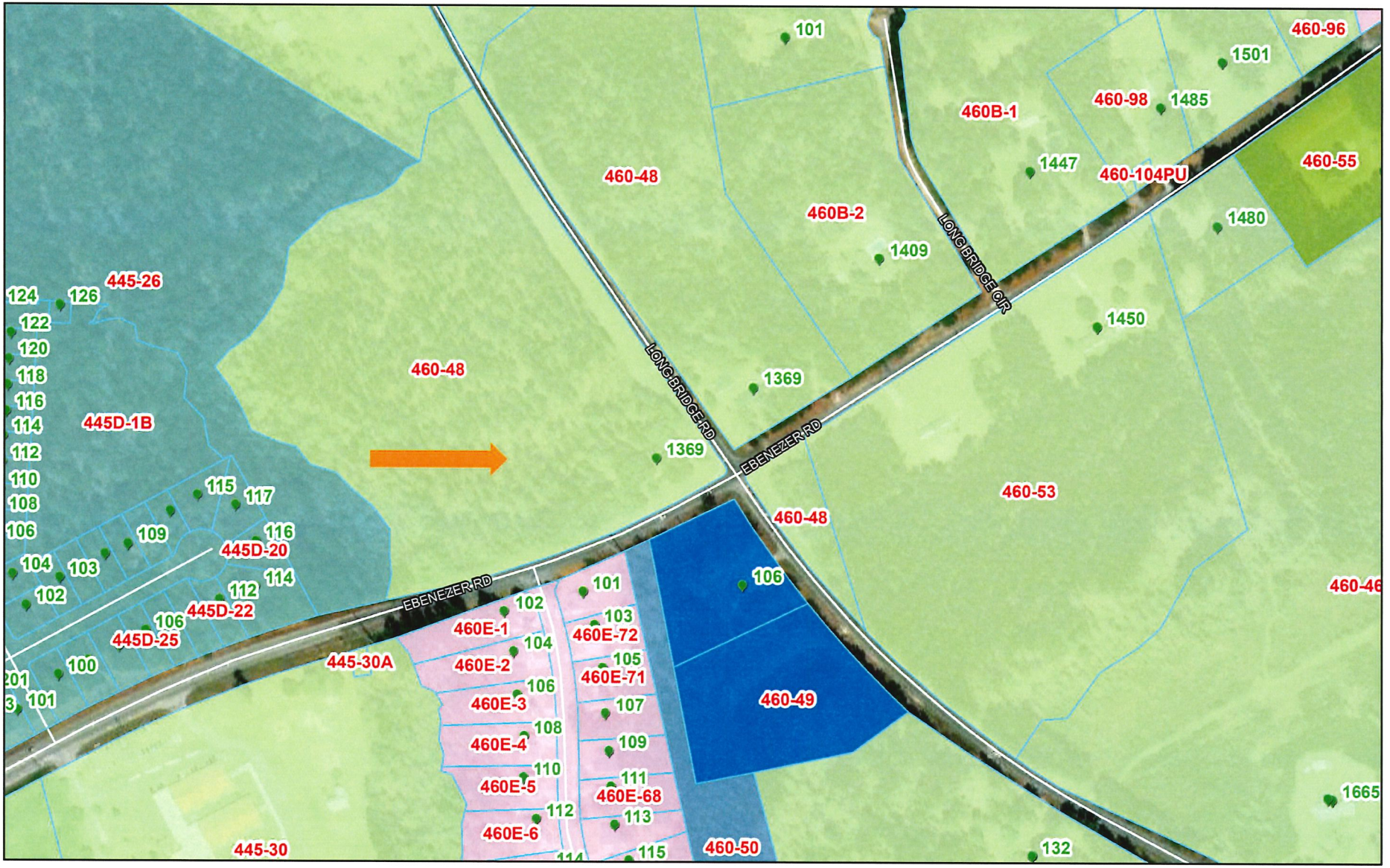
Transportation/Utilities

Undeveloped

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

460-48



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0 0.05 0.1 0.2 km

Maxar

Address Points

Tax Parcel Labels

Parcels2020

Roads

Effingham County Zoning

AR-1

AR-2

R-1

R-2

R-6

B-2

ArcGIS Web AppBuilder

Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

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 **Dennis Trotter as Agent for Krista Seckinger– (Map # 460 Parcel # 48)** from **AR-1** to **B-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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APPROVAL X 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?

BKS Approval 3/21/22.

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Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: April 5, 2022
Item Description: **Dennis Trotter** as Agent for **Krista Seckinger** requests to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, to allow for the future development of a Dollar General store, located at 1369 Ebenezer Road. **Map# 460 Parcel# 48**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, to allow for the future development of a Dollar General store, 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.
- Retail businesses are a permitted use in the B-2 General Commercial District. B-2 is compatible with the surrounding area, which includes residential development, a school complex, and an undeveloped property zoned B-2 across Ebenezer Rd.
- The property is in the Springfield water & sewer service delivery area.
- The proposed development will be 10,640 sf store clad in brick, stone, or stucco, with no exposed metal wall panels. Other decorative features, such as shutters and awnings, are proposed.
- A 30' vegetative buffer is required between R and B districts. Wetlands to the west ensure that even with additional development of the parent parcel, there will be extensive buffering between commercial and adjacent residential uses.
- Staff met with the applicant via Zoom on 2/28/2022, and discussed exterior building materials, the speed limit on Long Pond and Ebenezer Roads, and the sketch plan process. The applicant is working with GDOT on a driveway design permit.
- At the March 21 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, with the following conditions:
  1. Minor subdivision plat must be recorded before the rezoning can take effect.
  2. The lot shall meet the requirements of the B-2 zoning district.
  3. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  4. Site development plans shall 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 must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**, with the following conditions:
   1. Minor subdivision plat must be recorded before the rezoning can take effect.
   2. The lot shall meet the requirements of the B-2 zoning district.
   3. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
   4. Site development plans shall 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 must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny the request to **rezone** 2 of 23.32 acres from **AR-1** to **B-2**

Recommended Alternative: 1 **Other Alternatives: 2**
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 460-48
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 460-48

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 DENNIS TROTTER AS AGENT FOR KRISTA SECKINGER has filed an application to rezone two (2) +/- acres; from AR-1 to B-2 to allow for the future development of a Dollar general store; map and parcel number 460-48, located in the 4th commissioner district, and

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

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

IT IS HEREBY ORDAINED THAT two (2) +/- acres; map and parcel number 460-48, located in the 4th commissioner district is rezoned from AR-1 to B-2, with the following conditions:

1. Minor subdivision plat must be recorded before the rezoning can take effect.
2. The lot shall meet the requirements of the B-2 zoning district.
3. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
4. Site development plans shall 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 must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

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