



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

**February 15, 2022 – 5:00 PM**

Effingham County Administration Complex  
 804 South Laurel Street, Springfield GA 31329

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

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

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

**Agenda**

**Virtual Meeting Information:**

**YouTube link:**

[https://www.youtube.com/user/EffinghamCountyGA/videos?view=2&live\\_view=501](https://www.youtube.com/user/EffinghamCountyGA/videos?view=2&live_view=501)

**Zoom link:**

<https://zoom.us/join/88387585556#:~:text=https%3A//us06web.zoom.us/j/88387585556%3Fpwd%3DbDhncFEvS1MwZmN2VW9NWUR5OHduQT09>

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

Meeting ID: **892 9831 8240**

Access Code: **142119**

**I. Call to Order**

**II. Roll Call**

**III. Invocation**

**IV. Pledge to the American Flag**

**V. Agenda Approval**

Consideration of a resolution to approve the agenda.

**VI. Minutes**

Consideration to approve the *January 18, 2022* work session minutes and the *January 18, 2022* regular commission meeting minutes

Consideration to approve the *January 21, 2022* Special Called meeting minutes

**VII. Public Comments**

Comments shall be limited to the agenda items only. If you wish to address the Board, state your full name and speak clearly into the microphone

**VIII. Correspondence**

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

**IX. Public Hearing - 5:30 pm**

1. **[2022-066] Redistricting Update/Public Hearing**

Public Hearing and update on the status of the redistricting of the Effingham County Board of Education and Board of Commissioner districts as determined by the 2020 United States Census population county

**X. Consent Agenda**

1. **[2022-067 Agreement]**

Consideration to approve to renew the Public Wi-Fi Service Agreement with Planters Communications LLC for a one-year period from March 20, 2022 to March 20, 2023

2. **[2022-068 Agreement]**

Consideration to approve renew a Service Agreement with Docuquest for the Tax Commissioner's Office

3. **[2022-069 Form]**

Consideration to approve a Form for ACCG IRMA HR Helpline Liaison Appointment

**XI. Old Business**

1. **[2022-038 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** requests a **variance** to reduce the required distance of a telecommunications tower from a residence. Located at 2441 Corinth Church Road, zoned **AR-1** in the Third District (*postponed 01/04/2022*)

2. **[2022-039 Second Reading]**

Consideration to approve the Second Reading of an application by **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** for a **Variance** located at 2441 Corinth Church Road for a 255' telecommunication tower, zoned **AR-1** in the Third District (*postponed 01/04/2022*)

3. **[2022-040 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** for a **conditional use** located at 2441 Corinth Church Road for a 255' telecommunication tower, zoned **AR-1** in the Third District (*postponed 01/04/2022*)

4. **[2022-040 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** for a **conditional use** located at 2441 Corinth

Church Road for a 255' telecommunication tower, zoned **AR-1** in the Third District (*postponed 01/04/2022*)

5. **[2022-052 Refund]** *Jennifer Keyes*

Consideration to approve a Tax Refund Request by Rex Inman Sr. for a property located at 2761 Noel C. Conaway Road Map# 418 Parcel# 28A (*postponed 01/18/2022*)

**XII. New Business**

1. **[2022-070 Agreement/Resolution]** *Tim Callanan*

Consideration to approve to amend the Intergovernmental Agreement and a Resolution of Support (022-010) between Effingham County and the Effingham County Hospital Authority

2. **[2022-071 Grant Application]** *Mark Barnes*

Consideration to approve to submit a Grant Application to the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program

3. **[2022-072 Resolution]** *Stephanie Johnson*

Consideration to approve Resolution# 022-009 recognizing the Old African-American Cemetery at Ebenezer

4. **[2022-073 Change Order]** *Teresa Concannon*

Consideration to approve a Change Order (*with no cost increase*) to extend the contract with Spatial Engineering for a period of 60-days related to scanning and cataloging Effingham County's hard copy drawing records library

5. **[2022-074 Ordinance]** *Teresa Concannon*

Consideration to approve the First Reading of an Ordinance to amend **Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6 - R-3 Multifamily Residential; Section 5.8 - R-6 Single Family Residential - Section 5.9. B-1 Neighborhood Commercial - Section 5.10 B-2 General Commercial; and Section 5.11-B-3 Highway Commercial** of the Code of Ordinances

6. **[2022-075 Resolution Addendum]** *Teresa Concannon*

Consideration approve an addendum to **Resolution# 021-048** to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development, for a period of eight (8) days

7. **[2022-076 Task Order]** *Alison Bruton*

Consideration to approve to award Task Order 22-25-005 to Alliance Consulting Engineers, Inc. for the Westwood Heights Subdivision Drainage Improvements

8. **[2022-077 Change Order]** *Alison Bruton*

Consideration to ratification of Change Order #1 for Contract 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing

9. **[2022-078 Change Order]** *Alison Bruton*

Consideration to approve Change Order #2 for Marsh Construction for the Civil/Site Work of Fire Station #15 located on Hodgeville Road

**10. [2022-079 Change Order] Alison Bruton**

Consideration to approve Change Order #1 for Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A construction

**11. [2022-080 Agreement] Alison Bruton**

Consideration to approve an amendment to the Master Equity Lease Agreement with Enterprise and approval of vehicle orders for the Prison and Coroner

**12. [2022-081 Agreement] Alison Bruton**

Consideration to approve to renew Agreements with Constellation NewEnergy for Natural Gas for multiple County buildings

**13. [2022-082 Resolution] Alison Bruton**

Consideration to approve Resolution# 022-008 for Surplus of various items

**14. [2022-083 Contract] Alison Bruton**

Consideration to approve Addendum# 1 to the Master Services Contract with Thomas & Hutton Engineering Co. for the Booster Pump Station Design at Old Augusta Road South

**15. [2022-084 Change Order] Alison Bruton**

Consideration to approve Change Order# 1 for Savannah Construction and Preservation to change the prices of the pre-manufactured steel building for the fire station on Hodgeville Road

**16. [2022-085 Policy] Eric Larson**

Consideration to approve to revise **Policy No. 05-22 Frontage Lots On County Maintained Roads** to include new standards for access spacing, expanding the policy to include all county roads, and to establish guidance for the new Effingham County Parkway

**17. [2022-086 Crossing Closure] Eric Larson**

Consideration to approve a railroad crossing closure at DeWitt Road

**18. [2022-087 Agreement] Eric Larson**

Consideration to approve a Development Agreement with Cowan Investments LLC for engineering and construction services to develop a water and sewer line extension plan along Old Augusta Road.

**19. [2022-088 Agreement] Eric Larson**

Consideration to approve a Cost Share Agreement with Kate's Cove Subdivision Homeowners Association (HOA) to repair a brick paver road section approaching the bridge on Fairmont Drive, and to abandon a portion of right-of-way containing the brick paver road section and dedicating the same to the HOA

**20. [2022-089 Change Order] Eric Larson**

Consideration to approve a Change Order to the 2020 Transportation Master Plan contract with Pond & Company to add Forest Haven Drive to the traffic model and study traffic impacts

21. [2022-090 Final Plat/Deed] *Teresa Concannon*

Consideration to approve a Final Plat and accept a Warranty Deed for the infrastructure for New Haven at Belmont Glen, Phase I, located off of Hodgeville Road, consisting of 84 lots Map# 416 Parcels# 20E & 20F in the Second District

22. [2022- 091 Agreement] *Stephanie Johnson*

Consideration to approve an Agreement between the Georgia Department of Human Services, Division of Family and Children Services and the Effingham County Board of Commissioners for a Low-Income Household Water Assistance Program (LIHWAP)

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

1. BIKE TRAIL PROJECT

Discussion of the Mountain Bike Trail Project - Memorandum of Agreement

2. CAPITAL PROJECTS UPDATE

Administrative report on the status of capital projects.

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

**XV. Executive Session Minutes**

Consideration to approve the January 18, 2022 executive session minutes

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

1. [2022-092 Public Hearing ] *Teresa Concannon*

The Planning Board recommends approving an application by **Josh Yellin** as Agent for **Ernest J. Oetgen & Frank Oetgen Jr** to rezone 6 acres located on Godley Road from **AR-1 to I-1 Map# 399 Parcel# 3R** in the First District

2. [2022-093 Second Reading]

Consideration to approve the Second Reading of an application by **Josh Yellin** as Agent for **Ernest J. Oetgen & Frank Oetgen Jr.** to **rezone** 6 acres located on Godley Road from **AR-1 to I-1 Map# 399 Parcel# 3R** in the First District

3. [2022-094 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Greenland Developers** as Agent for **Helmey, LLP** to **rezone** 170.36 acres located at Noel C. Conaway and Kolic Helmey Roads to allow for the development of a single and multi-family residential subdivision from **AR-1 to PD (Residential) Map# 418 Parcel# 2E** in the Second District

4. [2022-095 Second Reading]

Consideration to approve the Second Reading of an application by **Greenland Developers** as Agent for **Helmey, LLP** to **rezone** 170.36 acres located at Noel C. Conaway and Kolic Helmey Roads to allow for the development of a single and multi-family residential subdivision from **AR-1 to PD (Residential) Map# 418 Parcel# 2E** in the Second District

5. [2022-096 Public Hearing]

The Planning Board recommends approving an application by **Tracy Fleming** for a **Variance** located at 138 Pine Drive to allow for the use of a camper/RV as a temporary

dwelling during the construction of a residence zoned **AR-1 Map# 451C Parcel# 68** in the Second District

**6. [2022-097 Second Reading]**

Consideration to approve the Second Reading an application by **Tracy Fleming** for a **Variance** located at 138 Pine Drive to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence zoned **AR-1 Map# 451C Parcel# 68** in the Second District

**7. [2022-098 Public Hearing] Teresa Concannon**

**Darren L. & Gina G. Pevey** request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 2544 Corinth Church Road. **Map# 336 Parcel# 23** in the Third District

**8. [2022-099 Second Reading]**

Consideration to approve the Second Reading of an application by **Darren L. & Gina G. Pevey** request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 2544 Corinth Church Road. **Map# 336 Parcel# 23** in the Third District

**9. [2022-100 Public Hearing] Teresa Concannon**

The Planning Board recommends approving an application by **Herbert L. Johnson Jr. & Carolvita R. Johnson** as Agent for **Richdeaan Johnson** to **rezone** 4.37 acres located at 309 Lehigh Circle from **AR-1** to **AR-2**, to allow for the creation of a home site **Map# 406A Parcel# 10** in the Third District

**10. [2022-101 Second Reading]**

Consideration to approve the Second Reading of an application by **Herbert L. Johnson Jr. & Carolvita R. Johnson** as Agent for **Richdeaan Johnson** to **rezone** 4.37 acres located at 309 Lehigh Circle **AR-1** to **AR-2**, to allow for the creation of a home site. **Map# 406A Parcel# 10** in the Third District

**11. [2022-102 Public Hearing] Teresa Concannon**

The Planning Board recommends denying an application by **Justin Gunther** for a **conditional use** for a **rural business** located at 124 Saddlehorn Drive named: "**Gunther's Spot**", a small-scale, home-based, dog boarding business, zoned **AR-2 Map# 369B Parcel# 46** in the Fourth District

**12. [2022-103 Second Reading]**

Consideration to approve the Second Reading of an application by **Justin Gunther** for a **conditional use** for a **rural business** located at 124 Saddlehorn Drive named: "**Gunther's Spot**", a small-scale, home-based, dog boarding business, zoned **AR-2 Map# 369B Parcel# 46** in the Fourth District

**13. [2022-104 Public Hearing] Teresa Concannon**

The Planning Board recommends approving an application by **Verizon Wireless** as Agent for **Kimberly J., Charles K., & Mary J. Barnes** for a **conditional use** located at 117 Barnes Drive (off Old Augusta Road) for a telecommunications tower on 9 acres zoned **AR-1 Map# 462 Parcel # 75** in the Fifth District

**14. [2022-105 Second Reading]**

Consideration to approve the Second Reading of an application by **Verizon Wireless** as Agent for **Kimberly J., Charles K., & Mary J. Barnes** for a **conditional use** located at 117 Barnes Drive (off Old Augusta Road) for a telecommunications tower on 9 acres zoned **AR-1 Map# 462 Parcel # 75** in the Fifth District

**15. [2022-106 Public Hearing]** *Teresa Concannon*

The Planning Board recommends denying an application by **Warren Ratchford** as Agent for **Donnie R. Bazemore** to **rezone** 1.61 acres located at 5947 Highway 21 South from **R-1** to **B-3** to allow for an automotive sales lot **Map# 465J Parcel# 1C** in the Fifth District

**16. [2022-107 Second Reading]**

Consideration to approve the Second Reading of application by **Warren Ratchford** as Agent for **Donnie R. Bazemore** to **rezone** 1.61 acres located at 5947 Highway 21 South from **R-1** to **B-3** to allow for an automotive sales lot **Map# 465J Parcel# 1C** in the Fifth District

**17. [2022-108 Sketch Plan]** *Teresa Concannon*

**Greg Coleman** as Agent for **Old Augusta Partners** requests approval of a **sketch plan** for: "*Cowan Property - Proposed Warehouse*" located on Old Augusta Road, zoned **I-1. Map# 477 Parcel # 1D** in the Fifth District

**XVII. Adjournment**

**RESOLUTION \_\_\_\_\_**  
**EFFINGHAM COUNTY COMMISSION DISTRICTS**

**BE IT RESOLVED BY** the Effingham County Board of Commissioners at its meeting held on \_\_\_\_\_, and pursuant to the lawful authority thereof, as follows:

**WHEREAS**, there has been a growth and other changes in the population of Effingham County, Georgia as determined by the 2020 United States Census population counts:

**WHEREAS**, it is necessary that the Effingham County Board of Commissioners and the Board of Education election districts be adjusted to comply with the requirements of federal law, including the Federal Voting Rights Act of 1965, as amended;

**WHEREAS**, the Board of Commissioners and the Board of Education have conferred with and received the technical assistance and approval of the Legislative and Congressional Reapportionment Office of the General Assembly of the State of Georgia in establishing new election districts;

**WHEREAS**, the Board of Commissioners and the Board of Education conducted a public meeting to receive public input concerning proposed changes to the Board of Commissioners and Board of Education election districts;

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Effingham County, requests the introduction of local legislation to implement changes to the five election districts as proposed on the map of Effingham County (Map Number \_\_\_\_\_) and as approved by Legislative & Congressional Reapportionment Office; and



**BE IT FURTHER RESOLVED** that the County Clerk is directed to transmit a copy of this Resolution to the General Assembly.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Wesley M. Corbitt, Chairman

\_\_\_\_\_  
Stephanie D. Johnson, County Clerk

\_\_\_\_\_  
Forrest Floyd, District 1

\_\_\_\_\_  
Roger Burdette, District 2

\_\_\_\_\_  
Jamie Deloach, District 3

\_\_\_\_\_  
Reginald S. Loper Sr., District 4

\_\_\_\_\_  
Phil Kieffer, District 5

User: Effingham Co.

Plan Name: EffinghamCCSB-draft1-2022

Plan Type: Local

## Population Summary

Friday, January 7, 2022

3:44 PM

### Summary Statistics:

Population Range:	12,843 to 13,075
Ratio Range:	0.02
Absolute Range:	-111 to 121
Absolute Overall Range:	232
Relative Range:	-0.86% to 0.93%
Relative Overall Range:	1.79%
Absolute Mean Deviation:	79.40
Relative Mean Deviation:	0.61%
Standard Deviation:	86.20

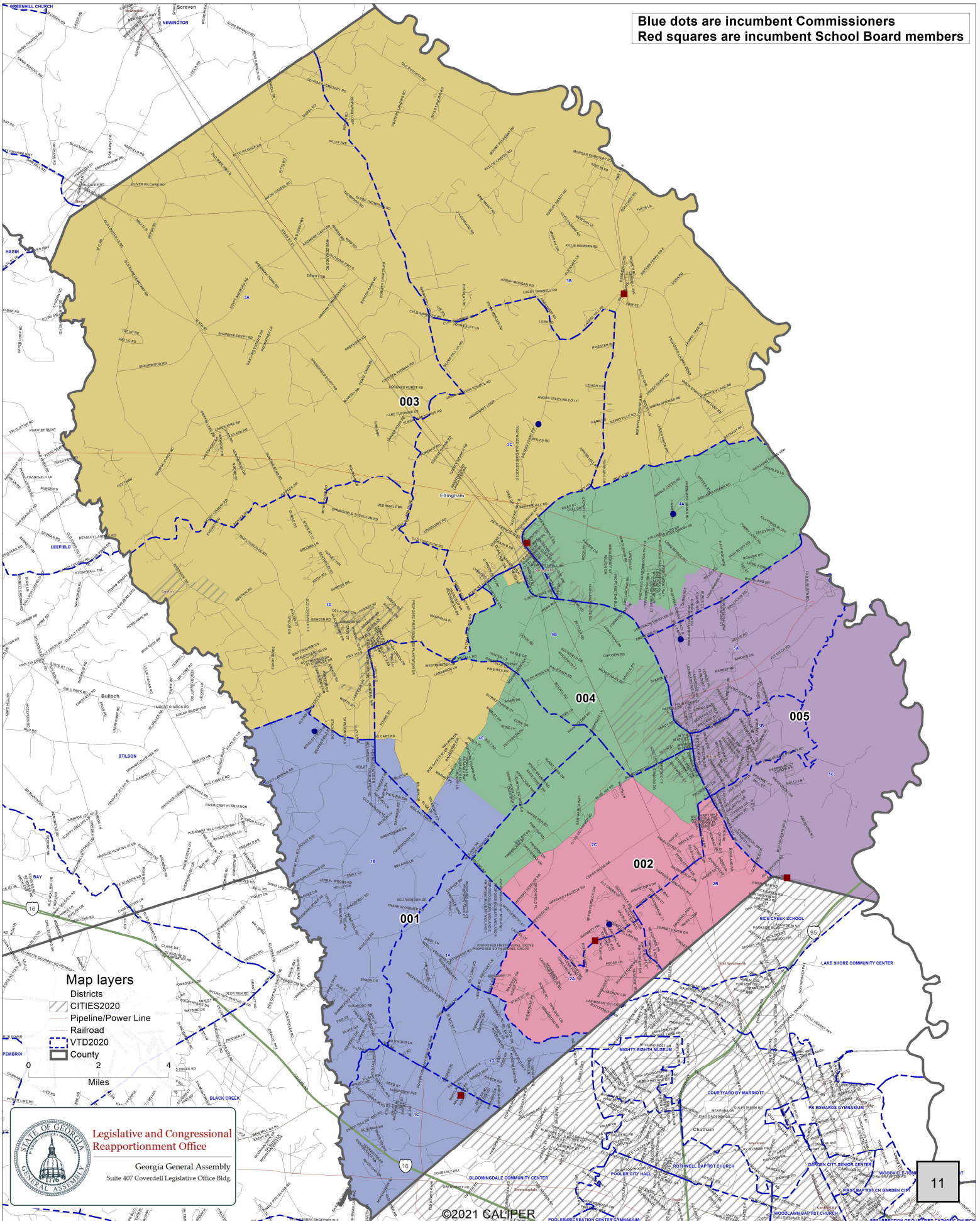
District	Population	Deviation	% Devn.	[18+ _Pop]	[% 18+ _Pop]	[% NH_Wht]	[% NH_Blkl]	[% Hispanic Origin]	[% NH_Asn]	[% NH_Ind]	[% NH_Hwn]	[% NH_Oth]	[% NH_2+ Races]
001	12,843	-111	-0.86%	9,587	74.65%	82.82%	6%	4.91%	0.55%	0.24%	0.02%	0.32%	5.15%
002	12,896	-58	-0.45%	9,229	71.56%	75.57%	11.07%	6.12%	1.98%	0.14%	0.07%	0.31%	4.75%
003	12,924	-30	-0.23%	9,593	74.23%	74.5%	17.15%	3.16%	0.27%	0.41%	0.01%	0.42%	4.08%
004	13,031	77	0.59%	9,396	72.1%	70.96%	16.33%	6.07%	0.32%	0.38%	0.06%	0.55%	5.33%
005	13,075	121	0.93%	9,490	72.58%	68.41%	16.87%	6.67%	2.1%	0.23%	0.06%	0.47%	5.18%

**Total: 64,769**

**Ideal District: 12,954**

# Draft- Effingham County Commission & School Board Districts

Blue dots are incumbent Commissioners  
Red squares are incumbent School Board members



### Map layers

- Districts
- CITIES2020
- Pipeline/Power Line
- Railroad
- VTD2020
- County

Miles



**Legislative and Congressional Reapportionment Office**

Georgia General Assembly  
Suite 407 Coverdell Legislative Office Bldg.

# Draft- Effingham County Commission & School Board Districts

Client: Effingham

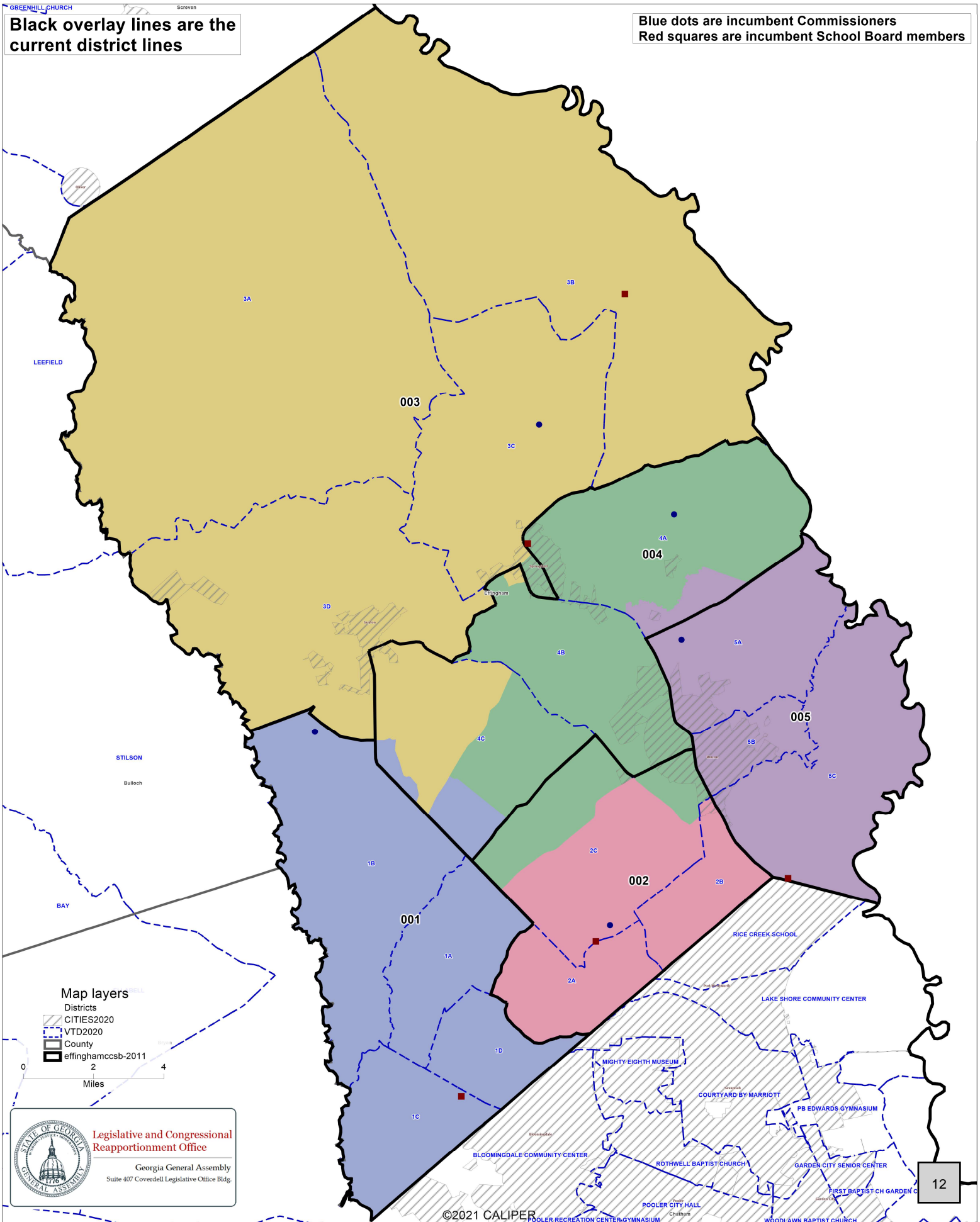
Pla

Ty

Item IX. 1.

Black overlay lines are the current district lines

Blue dots are incumbent Commissioners  
Red squares are incumbent School Board members



### Map layers

- Districts
- CITIES2020
- VTD2020
- County
- effinghamccsb-2011



Legislative and Congressional Reapportionment Office

Georgia General Assembly  
Suite 407 Coverdell Legislative Office Bldg.

User: Effingham Co.

Plan Name: EffinghamCCSB-draft1-2022

Plan Type: Local

## Population Summary

Friday, January 7, 2022

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### Summary Statistics:

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Absolute Overall Range:	232
Relative Range:	-0.86% to 0.93%
Relative Overall Range:	1.79%
Absolute Mean Deviation:	79.40
Relative Mean Deviation:	0.61%
Standard Deviation:	86.20

District	Population	Deviation	% Devn.	[18+ _Pop]	[% 18+ _Pop]	[% NH18+ _Wht]	[% NH18+ _Blk]	[% H18+ _Pop]	[% NH18+ _Asn]	[% NH18+ _Ind]	[% NH18+ _Hwn]	[% NH18+ _Oth]	[% NH18+ _2 + Races]
001	12,843	-111	-0.86%	9,587	74.65%	84.68%	5.81%	3.82%	0.55%	0.31%	0.02%	0.25%	4.56%
002	12,896	-58	-0.45%	9,229	71.56%	77.61%	10.99%	5.26%	2.06%	0.12%	0.1%	0.28%	3.59%
003	12,924	-30	-0.23%	9,593	74.23%	75.6%	17.54%	2.47%	0.33%	0.42%	0.01%	0.25%	3.38%
004	13,031	77	0.59%	9,396	72.1%	73.7%	15.87%	4.93%	0.37%	0.47%	0.07%	0.48%	4.11%
005	13,075	121	0.93%	9,490	72.58%	71.43%	16.14%	5.3%	2.34%	0.28%	0.08%	0.4%	4.01%

**Total: 64,769**

**Ideal District: 12,954**

## Staff Report

**Subject:** Consideration to renew the Public Wi-Fi Service Agreement with Planters Communications LLC for a one-year period from March 20, 2022 to March 20, 2023.

**Author:** Alison Bruton, Purchasing Agent, Chris Reed, I.T. Director

**Department:** Purchasing and I.T.

**Meeting Date:** 02/15/2022

**Item Description:** Public Wi-Fi Service

**Summary Recommendation:** Approval to renew

### Executive Summary/Background:

- The recreation complex is a state-of-the-art facility that requires fiber optic cable service in order to offer a public Wi-Fi system as well as point-of-sale equipment at the concession stand.
- County data communications for the Parks and Landscapes Department is also provided by this connection and when the Recreation and Sports Management Department move to the complex, their data communications will be provided by this connection also.
- Planters Communications has fiber optic on site.
- The Planters Foundation gave the County a grant to pay for the equipment needed for public Wi-Fi.
- The agreement is for the corresponding service required to run the system. The service is top of the line, with 1 gig which handles hundreds of simultaneous users.
- The agreement is for a 72 month period which has to be approved annually by the Board.
- The agreement can be cancelled with 60 days written notice by either party.

### Alternatives for Commission to Consider

1. Board approval to allow the Agreement with Planters Communications, LLC for the public Wi-Fi service at the Clarence Morgan Recreation Complex to automatically renew for the period March 20, 2022 to March 20, 2023.
2. Cancel the agreement and issue a termination letter to Planters Communications, LLC.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** I.T.

**Funding Source:** \$500 month – General Fund

**Attachments:** Planters Communications, LLC Service Contract, Multi Year Addendum and No-Disclosure Agreement.

**1. Provision of Services.** Subject to all terms and conditions of this Agreement: **a.** Planters Communications, LLC ("PCOM") shall provide to the Customer those Services specified in the Service Order incorporated herein ("Services"), commencing upon the date PCOM notifies Customer that the Services are available for Customer's use ("Customer Acceptance Date") and continuing throughout the Term of this Agreement. **b.** Customer shall pay for Services as provided in the Service Order upon invoice from PCOM. PCOM may, at its election, provide any additional services required for installation or use of Services, and Customer agrees to pay all rates and charges for such additional services upon invoice from PCOM.

**2. Term.** The term of this Agreement (the "Term") shall commence as of the date PCOM accepts Customer's offer to purchase Service(s) as specified in Section 3 below (the "Effective Date"), and shall continue for the duration of time set forth in the Service Order (the "Initial Term"), subject to renewal as set forth herein. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically revert to a Month-to-month basis, unless a party has delivered to the other party written notice to the contrary at least thirty (30) days prior to the end of the term. If no term is specified on the Service Order, the Initial Term of this Agreement shall be deemed to be thirty (30) days.

**3. Service Ordering.** Customer shall offer to purchase Service(s) by executing completed Service Order(s). PCOM shall be deemed to have accepted such offer upon PCOM's execution thereof.

**4. Upgrades to Service Orders.** **a.** From time to time during the Term, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services ("Upgrades"). In such event, at Customer's election, and subject to PCOM's approval and acceptance thereof, Customer may upgrade the Service Order through execution of an "Upgrade Service Order" which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or where Customer seeks additional quantities of existing Services, the total amount of such Services to be provided to Customer). **b.** Upon PCOM's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to terminate the prior Service Order without liability to Customer for any early termination charges. Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

**5. Credit Approval and Deposits.** Customer will provide PCOM with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. PCOM may require Customer to make a deposit (which will not exceed Customer's estimated charges for all Services for two months) as a condition to PCOM's acceptance of the Service Order, or as a condition to PCOM's continuation of Services. The deposit will be held by PCOM as security for payment of Customer's charges, and, in PCOM's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of the Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance (if any) will be refunded to Customer. Customer shall not receive the benefit of any interest earned on said deposit.

**6. Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order. Charges for additional services required for installation or use of such Service(s) shall be at PCOM's then-current charges for same. Billing to Customer for recurring charges with respect to a given Service(s) will commence on the Customer Acceptance Date for such Service(s). All other charges for Services or additional Services may be billed at the times designated by PCOM.

**7. Payment.** PCOM shall invoice Customer on a monthly basis; provided, however, that PCOM may invoice Customer for nonrecurring charges for the Services, or for additional services, at any time. Billings for partial months are prorated based on a calendar month. Customer shall pay all amounts set forth on an invoice no later than the due date set forth thereon or, if no due date is set forth thereon, within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer agrees to pay PCOM its reasonable expenses, including attorney and collection agency fees, incurred in enforcing PCOM's rights under the Agreement.

**8. Disputed Invoices.** In the event Customer disputes any portion of a PCOM invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to PCOM a written claim for the disputed amount, which sets forth with specificity Customer's grounds for such dispute. All claims must be submitted to PCOM within sixty (60) days of receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, Section 7 above.

**9. Taxes.** Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service(s) and required by applicable law to be passed through to Customer, including, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "Applicable Taxes"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption certificate to the extent it applies to any Service(s) billed by a Party to the other Party.

**10. Customer's Use of Service.** Customer shall defend, indemnify, and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's end users and/or the content of any communications transmitted via the Service(s). Customer shall not cause or permit Customer or Customer's end users to use the Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any government authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates PCOM's then-current publicly available policies regarding acceptable use of Service(s). Customer shall pay all charges arising from all use of the Services by Customer's end users, without regard to whether such use was authorized by Customer.

**11. Force Majeure.** If either Party shall be prevented from performing any portion of the Agreement (except obligations for the payment of money) by causes beyond its control, including without limitation labor disputes, civil commotion, war, governmental regulations or controls, inability to obtain materials or service(s), casualty to or failure of equipment, software or communications services, or acts of God, such party shall be excused from the performance for the period of the delay and the time of such party's performance shall be extended for a period of time equal to the duration of the conditions causing such delay.

**12. Suspension of Service(s).** a. PCOM may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts disputed in accordance with Section 8 above) within seven (7) business days after Customer's receipt of written notice from PCOM of planned suspension of Services, and may continue such suspension until all amounts due are paid in full and Customer has satisfied any applicable credit or deposit requirements of PCOM, or PCOM terminates the applicable Service(s) or the Agreement pursuant to the terms of this Agreement. b. PCOM may immediately suspend Service(s) without liability if Customer violates its obligations under Section 10 above or under the Nondisclosure provisions of this Agreement, and may continue such suspension until any such violation has been cured to the reasonable satisfaction of PCOM, or until PCOM terminates the applicable Service(s), the Service Order or the Agreement pursuant to the terms of this Agreement.

**13. LIMITATION OF LIABILITY.** a. Any other provision of the Agreement to the contrary notwithstanding, the aggregate liability of PCOM to Customer for any losses or damage, whether direct or indirect, arising out of or in connection with the Agreement or the use of any Services or Facilities by Customer or any Customer end user, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the proportionate fixed monthly charge paid to PCOM by Customer for the Service(s) which gave rise to the liability during the period of time in which the act or omission giving rise to such liability occurred. b. Except for Customer's indemnification obligations under the Agreement, neither party shall be liable to the other party for lost profits or other consequential damages, special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages, cover damages, or for any claims against such other party by any third party, even if such party was advised of the possibility of same.

**14. DISCLAIMER OF WARRANTIES.** PCOM MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND PCOM HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES PCOM HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**15. Assignment.** Customer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of PCOM, which shall not be unreasonably withheld; provided, however, that Customer may assign or transfer this Agreement in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of PCOM.

**16. Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under the Agreement shall be addressed to the individuals identified on the Service Order (at the address designated thereon) or to such other addresses of which the parties have been advised in writing by any of the above-described means.

**17. Governing Law.** This Agreement and the legal relations between the Parties shall be governed by the State of Georgia, without regard to Georgia's conflict of law principles, and the parties agree that any appropriate state or district court located in Fulton County, Georgia, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

**18. Entire Agreement.** This Agreement, including without limitation the Service Order, Supplement(s), and these General Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the parties.

**19. Severability.** Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**20. Relationship of Parties.** Nothing in the Agreement shall be construed as creating a joint venture or partnership between the Parties. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other party in any respect whatsoever.

This Network Access Supplement ("Supplement") is hereby made a part of the Agreement between Planters Communications, LLC ("PCOM") and Customer dated \_\_\_\_\_, 2017, which shall govern the provision of the Services specified in the Service Order to be provided to Customer by PCOM.



**1. Customer Premises, PCOM Facilities.** a. Customer shall allow PCOM access to the location(s) occupied by Customer, or Customer's end users, to which Services are delivered ("Customer Premises") to the extent reasonably determined by PCOM for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. ("Facilities" are the real or personal property owned or leased by PCOM and used to deliver Services, including, without limitation, terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.) PCOM shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities or to PCOM's employees, agents and contractors. b. Title to all Facilities shall remain with PCOM. PCOM will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of PCOM (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which PCOM provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will PCOM be liable to Customer, or any other person, for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section. Customer agrees (which agreement shall survive the expiration, termination or cancellation of the Service Order) to allow PCOM to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as PCOM may determine is necessary or desirable from time to time. c. Customer shall defend, indemnify and hold harmless PCOM, and its successors and assigns, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by PCOM to the extent that the same arise from Customer's negligence, willful misconduct or failure to perform its obligations under this Section, including without limitation any damage to, or loss of, the Facilities resulting therefrom.

**2. Customer-Provided Equipment.** PCOM may install certain Customer-provided communications equipment at the request of Customer, but PCOM shall not be responsible for the operation or maintenance of any such equipment. PCOM shall have no liability whatsoever with respect to the configuration, management, performance or any other issue relating to such equipment.

**3. Use of PCOM Marks.** Customer shall not use any trademarks, service marks, logos or trade names of PCOM (the "PCOM Marks") in any manner whatsoever without PCOM's express advance written consent. Customer shall not issue any press release, announcement or public statement with respect to the Agreement or PCOM without PCOM's express advance written consent. Customer agrees that it shall only use PCOM Marks in strict compliance with PCOM's instructions. Customer shall defend, indemnify and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising from or in connection with Customer's breach of this Section. PCOM may revoke any consent granted to Customer to use PCOM Marks, or any other approval granted under this Section at any time and for any reason. Customer's breach of this Section shall be a material breach of the Agreement constituting cause for termination of this Agreement.

**4. Nondisclosure.** a. The parties agree that during the Term of this Agreement as defined in the General Terms and Conditions, a party may receive (the "Receiving Party") Proprietary Information (as hereinafter defined) of the other party (the "Disclosing Party"), and that the Receiving Party shall maintain such information in confidence and not disclose Proprietary Information to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Agreement. b. The parties acknowledge that PCOM is subject to legal requirements of disclosure pursuant to Georgia law, including without limitation those legal requirements set forth at Chapter 18 of Title 50 of the Official Code of Georgia Annotated. If a Receiving Party is requested (including without limitation by virtue of a request for information under the Georgia Open Records Act) or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information of the other party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The parties further agree that, anything in the Agreement to the contrary notwithstanding, such Receiving Party's compliance with such request, requirement or compulsion shall not be deemed a breach of the Agreement. c. For the purposes of this Agreement, "Proprietary Information" shall mean all technical, economic, business, engineering or other confidential information (including Trade Secrets as defined by the Georgia Uniform Trade Secrets act, as amended). Proprietary Information shall not include any information for which the Receiving Party can prove: (i) is, or becomes, public knowledge through no act or failure to act of the Receiving Party; (ii) is publicly disclosed by the proprietor thereof; (iii) is lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) is independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other remedies hereunder, in equity and at law. This Section shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section shall continue (i) with respect to Proprietary information of the Disclosing Party which also constitutes "trade secrets", as that term is defined by applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Proprietary Information, for a period of eighteen (18) months after the expiration or termination of the Agreement.

**5. Termination by PCOM.** PCOM may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate the Agreement, all without liability, in the event that: a. any amounts due and owing by Customer (other than amounts disputed in accordance with Section 8 of the General Terms and Conditions) remain unpaid sixty (60) days after the date such amounts were first due; b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy; c. Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by PCOM, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to PCOM adequate security for payment for Services; d.

anything in this Agreement to the contrary notwithstanding, Customer breaches Section 10 of the General Terms and Conditions, or Customer's end users use Service(s) in a manner described at subsection (i), (ii), or (iii) of Section 10 of the General Terms and Conditions, more than three (3) times in any one hundred eighty (180) day period during the term applicable to such Services; e. PCOM is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or f. changes in applicable law, regulation, decision, rule or order materially increase the costs to PCOM of, or materially affects other terms of PCOM's delivery of Service(s), and PCOM and Customer are unable to reach agreement respecting new rates, terms and/ or conditions regarding such Service(s) within thirty (30) days after PCOM's delivery of written notice requesting renegotiation thereof.

**6. Termination by Either Party.** In addition to any other right of a party to terminate the Agreement, a party may, by sending written notice of termination to the breaching party with termination effective as of the date such notice is given, terminate the Agreement in the event such party believes the other party has committed a material breach of any obligation undertaken in the Agreement, provided that such non-breaching party has first delivered written notice of such breach to the other party, and (i) if the breach arises other than under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, thirty (30) calendar days have passed since receipt of said notice and the breaching party has not cured such breach, (ii) if the breach arises under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, five (5) calendar days have passed since receipt of said notice and the breaching party has not cured such breach.

**7. Termination by Customer.** a. Customer may terminate the Agreement prior to the end of the Term therefor without payment of any applicable termination charge if: (i) any Service is Unavailable (as defined below) on two or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred and twenty (120) day period. For purposes of the foregoing, "Unavailable" shall mean a total interruption in any Service specified in the Service Order, except for any interruption, which is an Excused Outage. The duration of any interruption will commence when PCOM first detects or is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate the Agreement under this Section, in writing, within thirty (30) days after the occurrence, which gave rise to a right of termination hereunder. "Excused Outage" means an interruption, outage, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's end users, or failure of Customer-provided power or equipment, or (z) an event of force majeure as defined in Section 11 of the General Terms and Conditions. b. In addition to any other right of Customer to terminate the Agreement hereunder, Customer may terminate the Agreement prior to the end of the Term thereof upon thirty (30) days' prior written notice to PCOM, subject to payment to PCOM, in addition to any other charges incurred by such Customer in connection with such Service Order, of the Termination Charge set forth in Section 9 below.

**8. Effect of Termination.** Upon termination or expiration of the Agreement for any cause whatsoever: (a) all obligations of PCOM under the Agreement shall immediately terminate; provided, however that each party's respective obligations under Sections 4 hereof and Customer's defense and indemnification obligations shall survive the termination or expiration of the Agreement; and (b) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay a Termination Charge in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

**9. Termination Charge.** Upon termination of the Agreement by PCOM pursuant to Sections 5(a), 5(b), 5(c), 5(d) or 6 hereof, or by Customer for any reason other than pursuant to Sections 6 or 7(a) hereof, PCOM may, in addition to all other remedies that may be available to PCOM at law or in equity, assess and collect from Customer, and Customer shall pay, a Termination Charge equal to the sum of (i) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (ii) an amount equal to one-hundred percent (100%) of the contracted rate stipulated on the Service Order for month's 1-12 of the then-current Term, plus an amount equal to sixty percent (75%) of the contracted rate stipulated on the Service Order for month's 13-24 of the then-current Term, plus an amount equal to forty percent (50%) of the contracted rate stipulated on the Service Order for month's 25-36 of the then-current Term, plus an amount equal to twenty-five percent (25%) of the contracted rate stipulated on the Service Order for each month remaining in the then-current Term, as liquidated damages and not as a penalty.

**10. Effect of Tariffs.** With respect to those Service(s) offered under PCOM's Tariff(s), the Agreement is subject to and controlled by the provisions of the Tariff, and any changes to said Tariff that may be made from time to time. Such Tariff provisions and changes shall control over any conflicting provisions of this Agreement. "Tariff(s)" means the tariff or tariffs covering some or all of the Service(s) filed by PCOM with the Georgia Public Service Commission or other similar regulatory bodies from time to time and in effect during the Term of this Agreement.

**SERVICE ORDER No. \_\_\_\_\_**  
**TO THE**  
**GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT**  
**Between**  
**PLANTERS COMMUNICATIONS, LLC ("PROVIDER")**  
**And**  
 \_\_\_\_\_ **("CUSTOMER")**

This Service Order is executed \_\_\_\_\_, 2017 ("Service Order Effective Date") and incorporates the General Terms And Conditions w/Network Access Supplement ("Agreement") dated \_\_\_\_\_, 2017 by and between Provider and Customer. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**CUSTOMER INFORMATION:**

<b>Order Type:</b>	New	<b>Prepared For:</b>	_____
<b>Term:</b>	<u>72</u> -Months	<b>Contact:</b>	_____
		<b>Account:</b>	_____

Invoicing Address: \_\_\_\_\_  
 Invoicing Special Instructions: Attn: \_\_\_\_\_  
 Customer Federal Tax ID#: \_\_\_\_\_

**1. SITE-SPECIFIC INFORMATION**

**Service Location 1 (Address):** \_\_\_\_\_  
 Service Location Latitude/Longitude or Service Location Name *(for purposes of identification)*:

**Service Location 2 (Address):** \_\_\_\_\_  
 Service Location Latitude/Longitude or Service Location Name *(for purposes of identification)*:

Service Location Special Instructions:

**Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Information	Provider Information
Customer Name:	Provider Name: Planters Communications, LLC
Street Address:	Street Address: 100 Ogeechee Street
Contact:	Contact: Stephen D. Milner
City/State/Zip:	City/State/Zip: Newington, GA 30446
Business Phone Number:	Business Phone Number: (912) 857-4411
Business Fax Number:	Business Fax Number: (912) 857-3704
E-mail Address:	E-mail Address: sdmilner@planters.net

2. **SERVICES.** Provider shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

**Description:** Customer provided Data Services, 1) one internet circuit providing up to 100Mbps of non-metered, symmetrical internet access over fiber facilities, for the sole use by Effingham County, 2) 900 Mbps internet access for public Wi-Fi service. Customer is responsible for providing any necessary power connections, poles, and Wi-Fi equipment to PCOM's demark, and or access points within the park facility.

The procurement of these products and services will be dependent on the following conditions: Availability of network and facilities at location over the next 72 month term.

Internet service for customer and public at stated location

**Prepared By:** Stephen Milner  
 912-857-4414  
[sdmilner@planters.net](mailto:sdmilner@planters.net)

Offered pricing: promotion rate

3. **RATE SCHEDULE.** The basis of the fees and charges associated with the Services are set forth below:

One-Time setup Charges	Quantity	Unit Price	Cost USD
NRC Setup Charges	1	\$0.00	\$0.00

Monthly Service Charges	Quantity	Unit Price	Cost USD
Voice Service	0 Mbps		\$0.00
B1 voice lines	0	\$0.00	\$0.00
Long distance rate per minute		\$0.05	\$0.00

Monthly Service Charges	Quantity	Unit Price	Cost USD
Mbps Internet Bandwidth on 1GE port	100+900 Mbps		\$500.00
Third Party cabling surcharge	0	\$0.00	\$0.00
Additional IP addresses request	available	\$5.00	\$0.00
Transport 10Gbps		\$0.00	\$0.00
<b>Total Monthly Recurring Services Charges</b>		<b>Subtotal</b>	<b>\$500.00</b>


**Additional Terms:**

4. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the Customer Acceptance Date and shall continue for a period of 72 months ("Initial Term"). Upon expiration of the Initial Term, this Service Order shall automatically renew on a month-to-month basis until either Party terminates this Agreement by giving thirty (30) days prior written notice to the other Party.

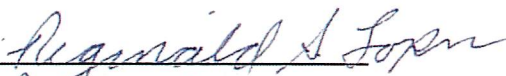
- 5. **CONFIDENTIALITY.** Each party hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by a Party to the Agreement and/or its agent or representative, the non-disclosing party shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief, and the non-disclosing party shall have the option of terminating this Service Order, other related Service Orders and/or the Agreement.
  
- 6. **ENTIRE AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Service Order. Except for the terms governing indemnification and limitation of liability, in the event of any conflict between the provisions of this Service Order and the provisions of the Agreement, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. If this is marked as a "Change" order in Section 1 above, then this Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both Parties. The persons signing on behalf of their respective Party below represent that he/she has full authority to bind their respective Party to the terms and conditions of this Service Order. This Service Order will not be binding upon either Party until signed by an authorized representative of each respective Party.

**NOW THEREFORE**, the Parties agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives, as of the Service Order Effective Date.

**PLANTERS COMMUNICATIONS, LLC:**

By:   
Name: Stephen Milner  
Title: CEO  
Date: 3/20/2018

**CUSTOMER:**

By:   
Name: Reginald S. Loper  
Title: Vice Chairman  
Date: 03/20/2018

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,  
LIMITATIONS AND ANNUAL APPROPRIATIONS**

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia (“County”) and Planters Communications, LLC (“Planters”), dated \_\_\_\_\_, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2017 shall be \$\_\_\_\_\_. The maximum contract amount for fiscal years 2018, 2019, 2020, and 2021 shall be \$\_\_\_\_\_ and for fiscal year 2022 shall be \$\_\_\_\_\_. The total combined maximum annual payments over the six (6) year term is \$\_\_\_\_\_. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and Planters expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

5. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

**PLANTERS COMMUNICATIONS, LLC**

By:   
Stephen Milner  
Its: CEO

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

By: Reginald S. Loper  
Reginald S. Loper  
Its: Vice Chairman

Attest: S. Johnson  
Stephanie Johnson  
Its: County Clerk



## Mutual Non-Disclosure Agreement

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Planters Rural Telephone Cooperative, Inc., a Georgia telephone cooperative ("Planters") and \_\_\_\_\_, a \_\_\_\_\_, with reference to the following:

WHEREAS, the parties are discussing a potential transaction relating to \_\_\_\_\_ ("Potential Transaction") and in connection therewith each party may receive from the other party certain Confidential Information (as hereinafter defined);

WHEREAS, as a condition precedent to each party's receipt of Confidential Information, each party requires execution and delivery of this Agreement by the other party.

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. "Confidential Information" means any information which is made available to a party (the "Receiving Party") by the other party or any of its affiliates or its or their officers, directors, employees, agents, accountants or attorneys (each a "Disclosing Party") before or after the date hereof, and includes without limitation: (i) business plans, customer information, project information, technical information, financial analysis, forecasts and structures, revenue, pricing, trade secrets, formulas, data, inventions, techniques, products, product designs, and strategies, and other business and technical information, whether in oral, written, graphic, or electronic form; (ii) compilations and analyses prepared by any Disclosing Party that include such information; and (iii) the nature, terms, conditions or other facts respecting any discussions between the parties regarding the Potential Transaction (including their existence and status).

### 2. Use of Confidential Information.

- (a) The Receiving Party shall handle, use, treat and utilize such Confidential Information as follows:
- (1) hold all Confidential Information received from the Disclosing Party in strict confidence;
  - (2) use such Confidential Information only for the purpose of (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such Confidential Information, and (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement;
  - (3) reproduce such Confidential Information only to the extent necessary for such purpose;
  - (4) restrict disclosure of such Confidential Information to its officers, directors, employees, affiliates, investors, advisors, contractors and consultants ("Representatives") with a need to know (and advise such Representatives of the obligations assumed herein); and
  - (5) except as provided herein, not disclose such Confidential Information to any third party without prior written approval of such Disclosing Party.
- (b) The restrictions on the Receiving Party's use and disclosure of Confidential Information as set forth above shall not apply to any Confidential Information which the Receiving Party can demonstrate:
- (1) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or
  - (2) is or has become generally available to the public without breach of this Agreement by the Receiving Party; or

- (3) at the time of disclosure to the Receiving Party, was known to such Receiving Party to be free of restriction as evidenced by documentation in the Receiving Party's possession; or
- (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

3. Protective Order. If the Receiving Party is not subject to the Georgia Open Records Act and becomes legally compelled to disclose any Confidential Information, it shall provide the other party with prompt prior written notice so that the other party may seek a protective or other appropriate remedy. If such remedy is not obtained, the Receiving Party shall:

- (a) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and
- (b) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

4. Open Meetings; Open Records Act. If the Receiving Party is subject to the Georgia Open Meetings Act and/or the Georgia Open Records Act:

- (a) if any public meetings are required to discuss the Potential Transaction, Confidential Information shall be discussed only in executive session or other session in which the public is barred from participation, to the extent permitted by law; and
- (b) the Receiving Party shall take all actions permitted to be taken by law to protect Confidential Information from disclosure under the Georgia Open Records Act. If the Receiving Party determines that it is legally compelled to disclose Confidential Information pursuant to the Georgia Open Records Act, the Receiving Party will promptly notify the Disclosing Party of such planned disclosure, and will disclose only the minimum amount of such information as is legally required; and
- (c) the Receiving Party agrees that Confidential Information provided to Receiving Party is required by law, regulation, bid, or request for proposal to be submitted to the Receiving Party under O.C.G.A. § 50-18-72(a)(34), and any Confidential Information that qualifies as a trade secret under the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, will be subject to O.C.G.A. § 50-18-72(a)(34).

5. Return of Confidential Information. All materials containing Confidential Information (including all copies made by the Receiving Party) shall be returned to the Disclosing Party or destroyed immediately upon termination or expiration of this Agreement, or upon notice from the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such Confidential Information (including all copies thereof) have been returned, erased or destroyed by the Receiving Party.

6. Term. This Agreement shall become effective on the date set forth above and shall remain in effect for a period of five (5) years from the date of the last disclosure of Confidential Information from one party to another party; provided that with respect to any Confidential Information that constitutes a trade secret under applicable law, the Agreement shall remain in effect regarding such Confidential Information for so long as the Confidential Information remains a trade secret.

7. No Representation or Warranty. The Receiving Party acknowledges that the Disclosing Party is not making any representation or warranty as to the accuracy or completeness of any information furnished (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement). No Disclosing Party or any of its officers, directors, employees, agents or affiliates shall have any liability to the Receiving Party or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party.

8. Conduct of Process. Until such time, if any, as the parties enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between the parties

as a result of this Agreement or the disclosure or receipt of Confidential Information pursuant to this Agreement, and this Agreement shall not be construed as creating any obligation on the part of a party to enter into any agreement or relationship with the other party.

9. Intellectual Property Rights. Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

10. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties shall bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.


11. Remedies. Either party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof by the other party, in addition to all other remedies available to such party at law or in equity. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

12. Venue and Choice of Law. This Agreement is governed by the laws of the State of Georgia without regard to conflict of laws principles. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, shall be instituted in any Georgia state court having jurisdiction over the parties hereto and the subject matter hereof or the United States District Court for the Southern District of Georgia (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have regarding any such suit, action or proceeding.

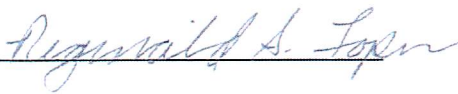
13. Miscellaneous. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. Any amendment to this Agreement must be in writing and signed by both parties. Notices hereunder shall be in writing and be effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same original instrument. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts of this Agreement shall remain in full force and effect. Neither party may assign or otherwise transfer its rights nor delegate its duties hereunder without the prior written consent of the other party hereto, and any attempt to do so is void.

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

PLANTERS COMMUNICATION, LLC

  
By: Stephen Milner  
Its: General Manager

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By:   
Its: Vice-Chairman

## Staff Report

**Subject:** Docuquest Service Contract

**Author:** Alison Bruton, Purchasing Agent

**Department:** Tax Commissioner

**Meeting Date:** 2-15-2022

**Item Description:** Docuquest Service Contract for Tax Commissioner's Office

**Summary Recommendation:** Staff recommends approving the service contract with Docuquest.

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

- The Tax Commissioner had requested to purchase the copier currently utilized in her office. The Service Contract was approved March 3, 2020.
- The machine currently has a service contract for a monthly fee of \$25.00, which includes 3,000 copies/prints with an overage of .007 per page, as well as all parts, labor, and toner.
- The Tax Commissioner's Office has requested to continue with the service agreement.

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

1. Approve the Docuquest Service Contract.
2. Do not approve the Docuquest Service Contract.

**Recommended Alternative: 1.**

**Other Alternatives: 2.**

**Department Review:** Purchasing, Tax Commissioner, I.T.

**Funding Source:** Current Budget for Tax Commissioner

### **Attachments:**

1. Docuquest Service Contract



110 Pipemakers Circle  
 Suite 101  
 Pooler, GA 31322  
 Voice: 912.525.3555  
 Fax: 912.527.7370  
 Email: info@docuquest.com

**DIGITAL  
 COPIERS/PRINTERS/MFP's/  
 FAX MACHINES**

**COMPREHENSIVE SERVICE PROGRAM**

MAKE	EQUIPMENT		START		TERM	COPIES PER BILLING CYCLE	BASE CHARGE	
	MODEL	SERIAL #	DATE	METER			A	Q
Toshiba	e3508A	CGEF16606			1YR	3,000	M	\$25.00
Please record Email address for meter reading requests								
							<b>PER COPY RATE</b>	
							Base Rate Above	
							<b>EXCESS COPY CHARGE</b>	
							0.007	
							PLAN	

**MAINTENANCE AGREEMENT COPIER & FAX PLAN TYPES**

**Plans**

- A Covers parts, labor, drums, PM kits and toner (excludes paper, staples, color toner, optional color units, & shipping)
- B Covers parts, labor, drums, PM kits (excludes paper, toner, staples & shipping)
- C Covers parts and labor only (excludes drums, paper, toner, PM kits, staples & shipping)
- D Covers parts, labor, drums, PM kits, black and color toner (excludes paper, staples & shipping)
- E External Fiery/controller parts and labor only
- F Excluded, not covered under any service program

This contract is a one year Maintenance Agreement billed according to the terms specified above.

BILLING ADDRESS			INSTALLATION ADDRESS		
Company Name <b>Effingham County Board of Commissioners</b>			Company Name <b>Effingham County Tax Commissioner</b>		
Address <b>601 N. Laurel St.</b>			Address <b>901 N. Pine St., Room 104</b>		Phone <b>912-754-2121</b>
City <b>Springfield</b>	State <b>GA</b>	Zip <b>31329</b>	City <b>Springfield</b>	State <b>GA</b>	Zip <b>31329</b>
Attention <b>912-754-2159</b>			Fzx Email		

DocuQuest, Inc., will be designated as DocuQuest in the following agreement. Customer agrees to purchase and DocuQuest agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and an authorized DocuQuest representative.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF DOCUQUEST, INC.

DocuQuest, Inc.			CUSTOMER ACCEPTANCE		
DocuQuest Representative <i>John P. Russan, President</i>			Company Name <b>Effingham County Board of Commissioners</b>		
Authorized Signature <i>[Signature]</i>			Authorized Signature <i>Wesley M. Corbitt</i>		Date <b>03/03/2020</b>
Office Address <b>110 Pipemakers Circle, Suite 101</b>			Printed Name <b>Wesley Corbitt</b>		Title <b>Chairman</b>
City <b>Pooler</b>	State <b>GA</b>	Zip <b>31322</b>	Purchase Order No.		P.O. Date

**TERMS AND CONDITIONS**

## 1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessary by normal use of equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond DocuQuest's control are not covered. In addition, DocuQuest may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by DocuQuest, or if parts, accessories, or components not authorized by DocuQuest, Inc. are fitted to the equipment.

## 2. SERVICE CALLS

Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Additional Fuel Surcharges may apply.

## 3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in paragraph 4.

## 4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are shown on the front side of contract.

## 5. TERM

This agreement shall become effective upon receipt by DocuQuest of the initial maintenance charge provided on the reverse side hereof, and shall continue for the annual service period specified on the face of this agreement or up to the allowable maximum copy volume. It shall automatically renew for successive similar periods subject to the receipt by DocuQuest of the maintenance charge in effect, provided that the customer is not then in default. This contract is subject to Annual increases. Customer is required (where applicable) to provide meter readings each Month, Quarter, etc. as applies to the contract billing set up. If meters are not provided customer accepts that estimated meter readings will be used based on service history for billing purposes. In addition to any other rights under this agreement, DocuQuest may terminate this agreement at any time by giving 30 days prior written notice to the other party, and the unused portion of that maintenance charge will be refunded. Customer may terminate this agreement by notifying DocuQuest in writing within 30 days of the annual expiration date. Prorated charges will be billed at the time of cancellation.

## 6. CHARGES

The initial charge for maintenance under this agreement shall be in the amount set forth on the reverse side hereof. The maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Annual increases are based on increases in parts and labor costs associated with the equipment. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of DocuQuest, Inc.'s invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. DocuQuest reserves the right to share costs of national fuel increases on contracts that provide for labor and connectivity.

## 7. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance, supplies or parts as provided hereunder, promptly when due: (1) DocuQuest may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay DocuQuest's costs and expense of collection including the maximum attorney's fee permitted by law, said fee not to exceed 50% of the amount due hereunder.

If equipment is moved to a new DocuQuest service zone, DocuQuest shall have the option to charge, and the customer agrees to pay the difference in published maintenance charges between the current zone, such charges to be assessed on a pro rata basis. Equipment must be moved by an authorized Toshiba agent. Failure to use an authorized Toshiba agent may result in cancellation of maintenance contract. Charges apply based on type of move. Minimum charge is 150.00

This equipment is designed to give excellent performance with manufacturer's (of that machine) supplies including paper, developer, toner, and fuser oil. If the customer uses other than manufacturer's supplies and these supplies cause abnormally frequent service calls or service problems, then DocuQuest may, at its option, terminate this agreement and the unused portion of the maintenance charge will be refunded. In that event, the customer will be offered service on a "Per Call" basis at published rates.

## 8. NO WARRANTY

Other than the obligations set forth herein, DocuQuest DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DocuQuest, Inc. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE, PERFORMANCE, OR LOSS OF USE OF THE EQUIPMENT.

## 9. MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Georgia applicable to agreements wholly negotiated, executed and performed in the state of Georgia. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of DocuQuest, GEORGIA and the customer.

## Staff Report

**Subject:** ACCG-IRMA HR Helpline Liaison

**Author:** Sarah Mausolf

**Department:** Human Resources and Risk Management

**Meeting Date:** February 15, 2022

**Item Description:** Designate a representative to seek legal assistance for personnel actions if needed.

**Executive Summary/Background:** With Mrs. Vicki Dunn's recent retirement; we need to designate a new representative on file with ACCG.

**Alternatives for Commission to Consider:** 1- Designate Sarah Mausolf as representative on file with ACCG.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** None

**Department Review:** County Manager, County Chairman and Commissioners

**Funding Source:** None

**Attachments:** ACCG Liaison Appointment Form



ACCG INSURANCE PROGRAMS  
INTERLOCAL RISK MANAGEMENT AGENCY  
[Property & Liability]

**LIAISON APPOINTMENT FORM**  
(Designate a representative to seek legal assistance for personnel actions)

Member Name: Effingham County  
(County / Authority)

The appointed ACCG – IRMA HR Helpline Liaison is:

Name: Sarah Mausolf

Title: Director of Human Resources

Mailing Address: 804 S. Laurel Street

City, State, ZIP: Springfield, GA 31329

Phone #: 912-754-8075

Email Address: smausolf@effinghamcounty.org

\_\_\_\_\_  
County Chairman/Authority Director Signature

\_\_\_\_\_  
Date

All members of the ACCG - IRMA (Property & Liability) Insurance Program should complete this form. There is no additional charge for this service.

Send the signed document to [accginsurance@accg.org](mailto:accginsurance@accg.org).

An electronic copy of this document is available on [accginsurance.org](http://accginsurance.org) under Property & Liability.



**Staff Report**

**Subject:** Variance (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** requests a **variance** to reduce the required distance of a telecommunications tower from a residence. Located at 2441 Corinth Church Road, zoned **AR-1**.

**Map# 336 Parcel # 4**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **variance** to reduce the required distance of telecommunications tower from a residence.

**Executive Summary/Background**

- Section 14-133(3) Telecommunications Regulations permits lattice towers in AR-1 as a conditional use.
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

*That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*

*That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*

- The applicant wishes to locate the tower in an area where coverage is inadequate. Wetlands limit the options for locating the tower to the chosen parcel. The proposed tower site is located as far from residences and wetlands as possible.
- The proposed tower site is at least 850' from the nearest residence. In neighboring jurisdictions, the setback requirements range from height of tower (255') to 500' or three times the height of the tower, whichever is greater (785'). Effingham County requires a 1000' setback from the nearest residence.
- At the December 20 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **variance** to reduce the required distance of telecommunications tower from a residence from 1,000' to 850'.
- The motion was seconded by Alan Zipperer, and carried unanimously.
- The applicant requested postponement to the February 15 Board of Commissioners meeting agenda.

**Alternatives**

- 1. Approve** request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000' to 850'.
- 2. Deny** the request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000' to 850'.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

- Attachments:**
1. Variance application
  2. Deed

3. Aerial photograph

**ATTACHMENT A - VARIANCE APPLICATION**

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

Applicant/Agent: Greg Spence, on behalf of Verizon Wireless

Applicant Email Address: gspence@fortifiedtelecom.com

Phone # 404-655-6454

Applicant Mailing Address: 86 Bull River Bluff Dr

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: Robert Wayne Edwards, Jr  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): rwedwardsjr@gmail.com

Phone # 404-996-9125

Owner's Mailing Address: 2985 Pine St

City: Duluth State: GA Zip Code: 30096

Property Location: 2441 Corinth Church Rd, Clyo 31303

Name of Development/Subdivision: \_\_\_\_\_

Present Zoning of Property AR-1 Tax Map-Parcel # 03360004 Total Acres 23.76

**VARIANCE REQUESTED** (provide relevant section of code): 14-134, B, 2

Describe why variance is needed: Lattice tower is less than 1,000 ft from nearest residence. Owners residence is nearest at 852 ft and next closest is 950 ft. There are ponds located on north end of parcel and the proposed lattice tower cannot be moved further north. If moved east it will also encroach on setback requirement.

How does request meet criteria of Section 7.1.8 (see Attachment C): Although the parcel is over 23 acres it is unable to support the 1,000 ft setback to residences due to its shallowness and prevelant wetlands.

Due to the physical characteristics of the lot, it is unnable to conform to the ordinance.

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

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date Oct, 10 2000, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 664 page 367.

Owner's signature *Robert Wayne Edwards, Jr.*  
Owner's signature \_\_\_\_\_ (if applicable)  
Owner's signature \_\_\_\_\_ (if applicable)

\*\*\*\*\*

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance, conditional use, or rezoning of my property.

Name of Applicant/Agent: Greg Spence, on behalf of Verizon Wireless

Address: 86 Bull River Bluff Drive, Savannah, GA 31410

Telephone #: 404-655-6454 email: gspence@fortifiedtelecom.com

Personally appeared before me ROBERT WAYNE EDWARDS, JR. who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary: *Eliza K Lowe*

Date: 10/8/2021



FILED FOR RECORD  
DD EC 1003  
10-25-08  
OCT 10 AM 9:25  
ELIZABETH HURSEY  
CLERK E.C.C.S.G.

367

**WARRANTY DEED**

STATE OF Georgia - **DeKalb** COUNTY

**THIS INSTRUMENT**, Made this 26th day of September, in the year two thousand, between Beverly Jane Dubbarly

of the County of DeKalb, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Wayne Edwards, Jr. whose mailing address is: 2983 Pine Street, Decatur, GA 30094-5413

of the County of Gwinnett, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable considerations ( 10.00 ) DOLLARS in hand paid to 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 the following described property, to-wit:  
See Schedule A attached hereto and by this reference made a part hereof.

**SUBJECT TO covenants, restrictions and easements of record.**

DeKalb County, Georgia  
Real Estate Transfer Tax  
Paid 4500  
Date 10-20-2008  
Elizabeth Hursey  
Clerk of Superior Court

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 **PER SIMPLE**.  
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.  
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Read, signed and delivered in the presence of:  
[Signature]  
[Signature]

Beverly J. Dubbarly (Seal)  
Beverly Jane Dubbarly

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

FOR WITNESS BY Wayne Edwards, Jr. in presence of [Signature] and [Signature]  
Wayne Edwards, Jr.  
P.O. Box 400  
Atlanta, GA 30304  
Tel No: 678-488-00

Schedule A

All that certain lot, tract or parcel of land situate, lying and being in the 13th U.M. District, Effingham County, Georgia, containing 15 acres, more or less, as shown on that certain map or plat made by L.S. Ackerman, Jr., County Surveyor, dated February 1921, recorded in Surveyor's Record Book "A", page 319, in the records of the Clerk of Superior Court for 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 Warranty Deed from Mrs. Helen L. Armstrong to James A. Edwards, dated August 11, 1966, recorded in Deed Book 141, page 88, aforesaid records.

SUBJECT, HOWEVER, to a 30-foot perpetual easement for ingress and egress and location of utilities granted to Dale D. and Roy Wayne Achtsiger by James A. Edwards, dated June 13, 1989, recorded in Deed Book 269, page 458, aforesaid records.

D.D.

**Staff Report**

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Verizon Wireless as Agent for Robert Wayne Edwards Jr. requests a **variance** to reduce the required distance of a telecommunications tower from a residence. Located at 2441 Corinth Church Road, zoned AR-1. **Map# 336 Parcel # 4**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **variance** to reduce the required distance of telecommunications tower from a residence.

**Executive Summary/Background**

- Section 14-133(3) Telecommunications Regulations permits lattice towers in AR-1 as a conditional use.
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

*That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*

*That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*

- The applicant wishes to locate the tower in an area where coverage is inadequate. Wetlands limit the options for locating the tower to the chosen parcel. The proposed tower site is located as far from residences and wetlands as possible.
- The proposed tower site is at least 850' from the nearest residence. In neighboring jurisdictions, the setback requirements range from height of tower (255') to 500' or three times the height of the tower, whichever is greater (785'). Effingham County requires a 1000' setback from the nearest residence.
- At the December 20 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **variance** to reduce the required distance of telecommunications tower from a residence from 1,000' to 850'.
- The motion was seconded by Alan Zipperer, and carried unanimously.

**Alternatives**

1. **Approve** request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000' to 850'.
2. **Deny** the request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000' to 850'.

**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.

336-4

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

336-4

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, VERIZON WIRELESS as agent for ROBERT WAYNE EDWARDS, JR., has filed an application for a variance, to reduce the required distance of telecommunications tower from a residence; map and parcel number 336-4, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; 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 December 1, 2021; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required distance of telecommunications tower from a residence; map and parcel number 336-4, located in the 3<sup>rd</sup> 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:** Conditional Use (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** January 4, 2022  
**Item Description:** **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** requests a **conditional use** for a 255' telecommunication tower in AR-1. Located at 2441 Corinth Church Road, zoned **AR-1**.

### Summary Recommendation Map# 336 Parcel# 4

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a telecommunications tower in the AR-1 zoning district, 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.
- Section 7.1.6 provides the following factors for consideration:
  - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*  
The proposed tower site is on a 23.76-acre parcel, set back ~850' from Corinth Church Road.
  - *Physical and environmental effects;*  
The tower meets all federal requirements.
  - *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.
- The applicant's objectives are to provide reliable voice and broadband data coverage along Clio Kildare Rd. There are no known antenna structures within a two-mile radius. The proposed tower will support three additional providers, and will be located 255' from property line, which is 150' more than required.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **conditional use** for a telecommunications tower in the AR-1 zoning district, with the following conditions:
  1. Applicant will confirm that the nearest tower on Clio-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
  2. Variance to locate the lattice tower less than 1000' from nearest residence is approved by the Board of Commissioners.
  3. The telecommunications lease area will be shown on a plat.
  4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.
- The motion was seconded by Brad Smith, and carried unanimously.
- The applicant requested postponement to the February 15 Board of Commissioners meeting agenda.

### Alternatives

**1. Approve** request for **conditional use** to allow for a telecommunications tower in the AR-1 zoning district, with the following conditions:

1. Applicant will confirm that the nearest tower on Clio-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
2. Variance to locate the lattice tower less than 1000' from nearest residence is approved by the Board of Commissioners.
3. The telecommunications lease area will be shown on a plat.
4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.

**2. Deny** the request for **conditional use** to allow for a telecommunications tower in the AR-1 zoning district.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Conditional Use application  
2. Ownership certificate

**Other Alternatives:** 2

**FUNDING:** N/A

3. Aerial photograph  
4. Plat



**ATTACHMENT A - CONDITIONAL USE APPLICATION**

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

Applicant/Agent: Greg Spence on behalf of Verizon Wireless

Applicant Email Address: gspence@Fortifiedtelecom.com

Phone # 404-655-6454

Applicant Mailing Address: 86 Bull River Bluff Drive

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: Robert Wayne Edwards, Jr  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): rwedwardsjr@gmail.com

Phone # 404-996-9125

Owner's Mailing Address: 2985 Pine St

City: Duluth State: GA Zip Code: 30096

Property Location: 2441 Corinth Church Rd, Clyo, GA 31303

Present Zoning of Property AR-1 Tax Map-Parcel # 03360004 Total Acres 23.76

**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): 14-131, Telecommunications Tower

Reason: Lattice tower is a conditional use within the AR-1 zoning district.

How does request meet criteria of Section 7.1.6 (see Attachment C): Tower is located in wooded area of parcel, as far north on parcel as appropriate due to proximity to pond. Tower will be over 800 ft from Corinth Church Rd and over 950 ft from nearest offsite residence.

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

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date Oct, 10 2000, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 664 page 367.

Owner's signature *Robert Wayne Edwards, Jr.*  
Owner's signature \_\_\_\_\_ (if applicable)  
Owner's signature \_\_\_\_\_ (if applicable)

\*\*\*\*\*

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance, conditional use, or rezoning of my property.

Name of Applicant/Agent: Greg Spence, on behalf of Verizon Wireless

Address: 86 Bull River Bluff Drive, Savannah, GA 31410

Telephone #: 404-655-6454 email: gspence@fortifiedtelecom.com

Personally appeared before me ROBERT WAYNE EDWARDS, JR. who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary: *Eliza K Lowe*

Date: 10/8/2021



FILED FOR RECORD  
DD EC 10/25  
17:25 10/25

367

00 OCT 10 AM 9:25

ELIZABETH HURSEY  
CLERK ECC&C

**WARRANTYDEED**

STATE OF Georgia - Effingham COUNTY

THIS INDENTURE, Made this 26th day of September, in the year two thousand, between Beverly Jane Dubbarly

of the County of Effingham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Wayne Edwards, Jr. of the County of Effingham, and State of Georgia, 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.)

Whose Mailing Address is: 2000 Pine Street, Dalton, GA 30706-5413

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable considerations ( 10.00 ) DOLLARS in hand paid to 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 the following described property, to-wit: See Schedule A attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, restrictions and easements of record.

Effingham County, Georgia  
Paid Georgia Transfer Tax  
4586  
Date 10-20-2008  
Elizabeth J. Hursey  
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.  
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.  
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:  
[Signature] \_\_\_\_\_ (Seal)  
Beverly Jane Dubbarly (Seal)

Notary Public  
PREPARED BY: [Signature] & Carolyn, LLP  
SIGNED, SEALED, FILED TO:  
County and State:  
P.O. Box 44  
Macon, GA 31201  
File No: 046-00

368

## Schedule A

All that certain lot, tract or parcel of land situate, lying and being in the 12th S.W. District, Effingham County, Georgia, containing 25 acres, more or less, as shown on that certain map or plat made by L.S. Ackerman, Jr., County Surveyor, dated February 1921, recorded in Surveyor's Record Book "P", page 119, in the records of the Clerk of Superior Court for 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 Warranty Deed from Mrs. Helen L. Armstrong to James A. Edwards, dated August 11, 1966, recorded in Deed Book 141, page 88, aforesaid records.

SUBJECT, HOWEVER, to a 30-foot perpetual easement for ingress and egress and location of utilities granted to Dale D. and Roy Wayne Achziger by James A. Edwards, dated June 15, 1989, recorded in Deed Book 269, page 458, aforesaid records.

*ED. D.*

FILED FOR RECORD  
DD EC 10/25  
F-SE 17 2007

367

00 OCT 10 AM 9:25

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

**WARRANTY DEED**

STATE OF Georgia - Effingham COUNTY

THIS INDENTURE, Made this 26th day of September, in the year two thousand, between Beverly Jane Dubbarly

of the County of Effingham, and State of Georgia, as party or parties of the first part, hereinafter called Grantee, and Wayne Edwards, Jr. whose mailing address is: 2905 Pine Street, Dalton, GA 30704-5413

of the County of Gwinnett, and State of Georgia, as party or parties of the second part, hereinafter called Grantor (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable considerations ( 10.00 ) DOLLARS in hand paid to 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 the following described property, to-wit: See Schedule A attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, restrictions and easements of record.

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 4.50  
Date 10-20-2007  
Elizabeth J. Hursey  
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FREE SIMPLE.  
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.  
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature] \_\_\_\_\_ Beverly Jane Dubbarly (Seal)  
Beverly Jane Dubbarly  
[Signature] \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
[Signature] \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
[Signature] \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

RECORDED BY: [Signature]  
RECORDS DEPARTMENT  
COUNTY OF EFFINGHAM  
P.O. Box 40  
Dalton, GA 31704  
File No: 0445-05

368

## Schedule A

All that certain lot, tract or parcel of land situate, lying and being in the 13th U.M. District, Effingham County, Georgia, containing 25 acres, more or less, as shown on that certain map or plat made by L.B. Ackerman, Jr., County Surveyor, dated February 1911, recorded in Surveyor's Record Book "F", page 119, in the records of the Clerk of Superior Court for 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 Warranty Deed from Mrs. Helen L. Armstrong to James A. Edwards, dated August 11, 1966, recorded in Deed Book 141, page 88, aforesaid records.

SUBJECT, HOWEVER, to a 30-foot perpetual easement for ingress and egress and location of utilities granted to Dale D. and Roy Wayne Achtsiger by James A. Edwards, dated June 15, 1969, recorded in Deed Book 269, page 158, aforesaid records.

D. D.

File No: 0445-00

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Verizon Wireless** as Agent for **Robert Wayne Edwards Jr.** requests a **conditional use** for a 255' telecommunication tower in AR-1. Located at 2441 Corinth Church Road, zoned **AR-1. Map# 336 Parcel# 4**

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a telecommunications tower in the AR-1 zoning district, 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.
- Section 7.1.6 provides the following factors for consideration:
  - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*  
The proposed tower site is on a 23.76-acre parcel, set back ~850' from Corinth Church Road.
  - *Physical and environmental effects;*  
The tower meets all federal requirements.
  - *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.
- The applicant's objectives are to provide reliable voice and broadband data coverage along Clyo Kildare Rd. There are no known antenna structures within a two-mile radius. The proposed tower will support three additional providers, and will be located 255' from property line, which is 150' more than required.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **conditional use** for a telecommunications tower in the AR-1 zoning district, with the following conditions:
  1. Applicant will confirm that the nearest tower on Clys-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
  2. Variance to locate the lattice tower less than 1000' from nearest residence is approved by the Board of Commissioners.
  3. The telecommunications lease area will be shown on a plat.
  4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.
- The motion was seconded by Brad Smith, 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. Applicant will confirm that the nearest tower on Clys-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
2. Variance to locate the lattice tower less than 1000' from nearest residence is approved by the Board of Commissioners.
3. The telecommunications lease area will be shown on a plat.
4. The telecommunications tower site shall meet the requirements of the Effingham County 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.

336-4

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

336-4

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, VERIZON WIRELESS as agent for ROBERT WAYNE EDWARDS, JR., has filed an application for a conditional use to construct a telecommunications tower in AR-1; map and parcel number 336-4, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; 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 December 1, 2021; and

IT IS HEREBY ORDAINED THAT a conditional use to construct a telecommunications tower in AR-1; map and parcel number 336-4, located in the 3<sup>rd</sup> commissioner district is approved, with the following conditions:

1. Applicant will confirm that the nearest tower on Clyo-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
2. Variance to locate the lattice tower less than 1000' from nearest residence is approved by the Board of Commissioners.
3. The telecommunications lease area will be shown on a plat.
4. The telecommunications tower site shall meet the requirements of the Effingham County 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:** Tax Refund

**Author:** Jennifer Keyes

**Department:** Tax Assessor

**Meeting Date:** February 15, 2022

**Item Description:** Tax refund request for parcel 418-28A Rex Inman Sr.

### Summary Recommendation:

Mr. Inman is asking to have the square footage corrected on his home. At the time of valuation, the appraiser sketches the home and placed the story height as a 1 story with a finished attic. The home has windows on three sides. Typically, a home that has windows in the front and sides of the home has a finished second floor. The property owner did not file a tax return or an appeal on this parcel. After the appeal time had passed the property owner supplied photos of the home and the square footage was correct for the 2022 tax year.

### Executive Summary/Background:

- Property owner is requesting the square footage of the home. The adjusted square footage of the home would be 2,697 from 3,866.
- Property owner did not file a Tax Return or an Appeal
- Square Footage has been adjusted for the 2022 tax year

### Alternatives for Commission to Consider

1. Deny request to adjust the square footage of the home.
2. Approve the request to change the square footage of the home from 3,866 to 2,697 and adjust the fire charge to reflect the new square footage.

### Recommended Alternative: 1

### Other Alternatives: 2

**Department Review:** *(list departments)*

Tax Assessor, County Commissioners

**Attachments:** Property Record Cards

*New Card.*

Item XI. 5.

80028A00

2021 Effingham County Board of Assessors

12/16/2021 9:36:02 AM  
Acct # 27650  
jkeyes

Owner Information		General Property Information		Values			
INMAN REX W SR AND SUSAN G 2761 NOEL C CONAWAY RD GUYTON, GA 31312	SITUS LEGAL Tax District Total Acres Zoning Unit	2761 NOEL C CONAWAY RD 1.59 AC TRCT 3B (OUT 418-28) 01-County 1.59 LL AR-2 Return Value	GMD 9TH LD Return Value	Homestead No Covenant Acc/Des 0	S0 0 1C - 26.420805	Imp Val Acc Val Land Val Total Value 2020 : 41,185 2018 : 38,872	333,730 9,583 42,009 385,322 2019 : 27,457 2017 : 38,872
- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	04180: LAND: 00000 / BLDG: 00000 - 1.00	

SALES INFORMATION											
Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason			
INMAN REX W SR AND SUSAN G MUELLER CRAIG A & JOANNE D	MUELLER CRAIG A AND JOANNE D BLACKBURN H JASPR	09/11/2019 06/10/2011	2545 343 2019 405	D64 C1 D 64C1	62,000 40,000	R4 R4		0 LM 0 A			

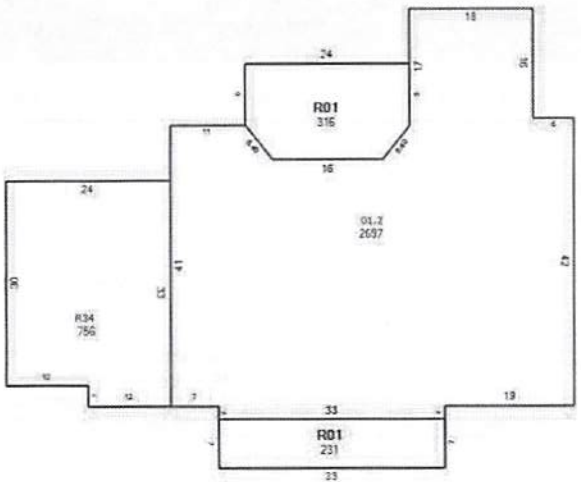
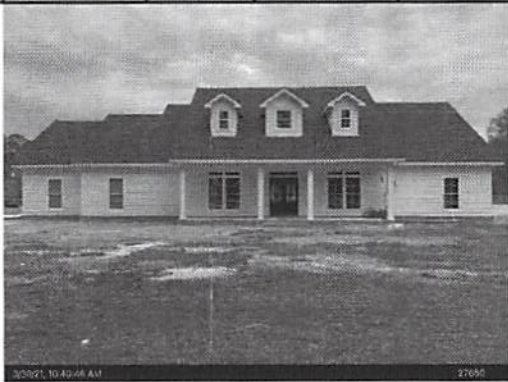
LAND INFORMATION					
CS	Land Use	Productivity	ACRES	Unit Value	Unadj Value
R4	Small Parcels	1	1.59	1,000	1,590

ACCESSORY IMPROVEMENTS - 04180028A00															
CS	Descrip	Dim1	Dim2	Units	Year	Grade	Depr	Ovr D	Pcom	Func	Econ	Neigh	IDnls	Value	Photo ?
R9	FIRE CHARGE-RES 1 AND 2 STY	0	0	1	2020	1.00	0.00	0.00	1.00	1.00	1.00	1.00	2697.0	0	False
R1	FIRE FEE-RES	0	0	1	2021			0.00	1.00	1.00	1.00	1.00	0.00		False
R1	HOME SITE AVG	0	0	1	2021	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	9583	False
R1	SANITATION - REGULAR	0	0	0	2020			0.00	1.00	1.00	1.00	1.00	1.00		False

RES IMP - 04180028A00   2761 NOEL C CONAWAY RD							
Impr Key	27691	Roof Shape	GABLE/HIP	Basement / Attic	Squarefoot	Phy Depr	1.00
Class / Strat	R1	Floor Construction	Concrete on Ground	Bsmt / Finish	0 / 0.00	Phy OVR	0.00
Occupancy / Style	One Family	Floor Finish	Carpet\Tile	Attic / Finish	0 / 0.00	Func Obsol	1.00
Rooms	0	Interior Wall	Sheetrock	Bsmt Qual		Econ Obsol	1.00
Bedrooms	3	Interior Ceiling	Sheetrock	Attic Qual		% Complete	1.00
Heated Area	2,697	Heat	Cent Heat / AC	Grade	1.40	Neigh Adj	1.00
Story Height	1 STORY FINISHED	Plumbing:Std Comp	1	Year Built	2021	CD	1.00
Foundation	Slab Perimeter	Plumbing: Extra Fix	8	Eff Year Built	2022	FMV	333,730
Exterior Wall	Hardie Board	Full Baths	2	Condition	Average	MAV	0
Roofing	Fiberglass Panels	Half Baths	1	RCN	333,730	OVR FMV	0

Sketch Legend			Other Features				
---------------	--	--	----------------	--	--	--	--

Code	Type	Area
R34	34- Unfin Add/Garage	756
01.2	1 Sty Unfin Attic	2697
R01	01 Open Porch	231
R01	01 Open Porch	316



<b>04180028A00</b>		<b>2021 Effingham County Board of Assessors</b>				12/21/2021 1:53:43 PM Acct # 27650 jkeyes	
<b>Owner Information</b>		<b>General Property Information</b>				<b>Values</b>	
INMAN REX W SR AND SUSAN G 2761 NOEL C CONAWAY RD  GUYTON, GA 31312		SITUS	2761 NOEL C CONAWAY RD			Imp Val	407,215
		LEGAL	1.59 AC TRCT 3B (OUT 418-28)			Acc Val	9,583
		Tax District	01-County	GMD	9TH	Homestead	S0
		Total Acres	1.59	LL		No Covenant	0
		Zoning	AR-2	LD		Acc/Des	1C - 26.420805
		Unit		Return Value	0		
- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	- 1.00	04180: LAND: 00000 / BLDG: 00000 - 1.00

**SALES INFORMATION**

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
INMAN REX W SR AND SUSAN G	MUELLER CRAIG A AND JOANNE D	09/11/2019	2545 343	D64 C1	62,000	R4		0 LM
MUELLER CRAIG A & JOANNE D	BLACKBURN H JASPR	06/10/2011	2019 405	D 64C1	40,000	R4		0 A

**LAND INFORMATION**

CS	Land Use	Productivity	ACRES	Unit Value	UnAdj Value
R4	Small Parcels	1	1.59	1,000	1,590

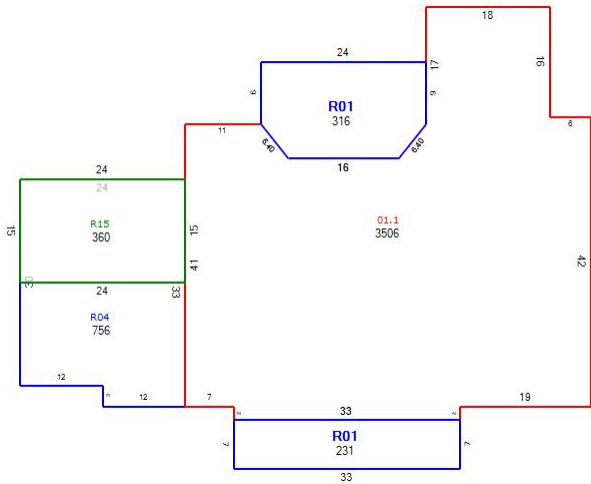
**ACCESSORY IMPROVEMENTS - 04180028A00**

CS	Descrip	Dim1	Dim2	Units	Year	Grade	Depr	Ovr D	Pcom	Func	Econ	Neigh	IDnits	Value	Photo ?
R9	FIRE CHARGE-RES 1 AND 2 STY	0	0	1	2020	1.00	0.00	0.00	1.00	1.00	1.00	1.00	3866.0	0	False
R1	FIRE FEE-RES	0	0	1	2021			0.00	1.00	1.00	1.00	1.00	0.00		False
R1	HOME SITE AVG	0	0	1	2021	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	9583	False
R1	SANITATION - REGULAR	0	0	0	2020			0.00	1.00	1.00	1.00	1.00	1.00		False

RES IMP - 04180028A00   2761 NOEL C CONAWAY RD							
Impr Key	27691	Roof Shape	GABLE/HIP	Basement / Attic	Squarefoot	Phy Depr	1.00
Class / Strat	R1	Floor Construction	Concrete on Ground	Bsmt / Finish	0 / 0.00	Phy OVR	0.00
Occupancy / Style	One Family	Floor Finish	Carpet/Tile	Attic / Finish	0 / 0.00	Func Obsol	1.00
Rooms	0	Interior Wall	Sheetrock	Bsmt Qual		Econ Obsol	1.00
Bedrooms	3	Interior Ceiling	Sheetrock	Attic Qual		% Complete	1.00
Heated Area	3,866	Heat	Cent Heat / AC	Grade	1.40	Neigh Adj	1.00
Story Height	1 STORY FINISHED	Plumbing:Std Comp	1	Year Built	2021	CD	1.00
Foundation	Slab Perimeter	Plumbing: Extra Fix	8	Eff Year Built	2022	FMV	407,215
Exterior Wall	Hardie Board	Full Baths	2	Condition	Average	MAV	0
Roofing	Fiberglass Panels	Half Baths	1	RCN	407,215	OVR FMV	0

Sketch Legend	Other Features
---------------	----------------

Code	Type	Area
R04	04 Garage	756
01.1	1 Sty with Fin Attic	2697
R01	01 Open Porch	231
R01	01 Open Porch	316
R15	15 Add/ Garage	360



Tax Breakdown for Rex Inman

Parcel 418-28A

Digest year 2021:

Beginning Fair Market Value: \$458,807

Tax Bill breakdown:

Improvement/land \$5,275.73

Sanitation 215.00

Fire Fees: 0.00

Fire Charge: 44.00

Total Tax Due: \$5,534.73

Total Tax Due: \$5,534.73

Change on Fair Market Value: \$385,322

Tax Bill breakdown:

Improvement/land \$4,430.74

Sanitation 215.00

Fire Fees: 120.00

Fire Charge: 26.97

Total Tax Due: \$4,792.71

**THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**EFFINGHAM COUNTY**

**AND**

**EFFINGHAM COUNTY HOSPITAL AUTHORITY**

**THIS CONTRACT**, made and entered into as of \_\_\_\_\_, 2022, by and between **EFFINGHAM COUNTY** (the "County"), acting by and through its Board of Commissioners, and the **EFFINGHAM COUNTY HOSPITAL AUTHORITY D/B/A EFFINGHAM HOSPITAL** (the "Authority");

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Hospital Authorities Law of Georgia (O.C.G.A., Section 31-7-70 et seq, as amended) (the "Hospital Authorities Law"), the County established the Authority pursuant to a resolution adopted by the Board of Commissioners of Roads and Revenue for Effingham County on February 6, 1968, and the Authority is now legally created, existing and operating; and

**WHEREAS**, the Hospital Authorities Law grants to the Authority the power to acquire, construct, equip, alter, repair and modernize health care facilities to promote the public health needs of the County and the State of Georgia; and

**WHEREAS**, the Authority has heretofore acquired and constructed and is now operating Effingham Hospital located in Springfield, Georgia (the "Hospital") and certain off campus outpatient facilities located in Effingham and Chatham Counties, Georgia (the off campus facilities and the Hospital are collectively referred to herein as the "Medical Facilities"); and

**WHEREAS**, after careful study, in 2010, the Authority determined that in order to meet the healthcare needs of the citizens of Effingham County, it was necessary to modernize and expand the Hospital through renovations and improvements with an approximate cost of \$30 Million dollars (the "Project"); and

**WHEREAS**, the Authority financed the amounts necessary for the Project in the amount of \$30,989,800, through the issuance of revenue anticipation certificates (the "2010 Loan"), which funds, combined with existing resources of the Authority, redeemed the Series 1998 Certificates and provide funds for the modernization and expansion of the Hospital; and

**WHEREAS**, the Authority financed the 2010 Loan through a lender (the "Lender") approved by the Federal Housing Administration (the "FHA"), in order to secure mortgage insurance from FHA thereby enhancing the credit of the Authority and reducing the borrowing cost on the 2010 Loan; and

**WHEREAS**, the recent community assessment for Effingham County found that the key illnesses that lead to higher mortality rates include oncology diagnosis, poverty and other social determinates that impact the health of the community; and

**WHEREAS**, the Authority through Effingham Hospital continues to maintain quality facilities and equipment available for clinical services and desires to expand its facilities to support access to healthcare services in the community; and

**WHEREAS**, the Authority initially intended to redeem its revenue anticipation certificates, refinance the 2010 Loan and add supplemental funding for expanded projects (previously referred to as the "2021 Loan") and as an alternative in order to support the financial



feasibility of Effingham Hospital, Authority intends to issue revenue anticipation certificates to redeem and refinance the 2010 Loans and extend the term of the loan through 2037 with a Lender approved by the FHA and secured by the FHA federal mortgage insurance program (“2022 Loan”); and

**WHEREAS**, in order to secure FHA federal mortgage insurance, the Authority intends to provide to the Lender an irrevocable pledge of its revenues, including the revenues to be derived under this Contract; and

**WHEREAS**, this Contract is authorized by the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and under the provisions of the Hospital Authorities Law; and

**WHEREAS**, the County, acting through its Board of Commissioners, desires to enter into this Contract with the Authority for the provision of medical or other care and hospitalization of the indigent sick and poor within the County by the Authority, all for the best interests of the residents of the County; and

**WHEREAS**, on the effective date of this Contract, the terms and conditions of this Contract shall supersede and replace the prior terms and conditions of the Contract effective on October 19, 2010, as amended on December 15, 2020 and September     , 2021; and

**NOW, THEREFORE**, in consideration of the mutual promises and the undertakings as hereinafter set forth, it is agreed between the County and the Authority, each acting by and through its authorized officers, pursuant to resolutions duly adopted and properly passed, as follows;

1.

**EFFECTIVE DATE; TERM**

This Contract shall become effective as of the date of issuance and delivery of the 2022 Loan and shall continue in effect from said date until such time as the 2022 Loan as to principal, redemption premium, if any, and interest shall have been paid in full or provision duly made therefore, but in no event shall the time hereof exceed 40 years, provided that the obligations of the County under this Contract shall not be extended beyond 2037 without the written consent of the County, which shall not be unreasonably withheld.

2.

### **COUNTY COVENANTS**

The County covenants and agrees:

- (a) For and during the term of this Contract, it will send all of the residents of the County who are indigent or otherwise unable to pay for and in need of medical care and hospitalization, to the extent practicable and consistent with patient choice, to the Medical Facilities for such medical attention and hospitalization, and to pay for such services so rendered as hereinafter set forth.
- (b) For and during the term of this Contract, the County shall make monthly payments to the Authority in amounts as may be necessary to assure the continuous operation of the Authority and its Medical Facilities during the term of this Contract and to provide reasonable reserves for the Authority, such amount due and payable under this Contract shall be determined from year to year during the term of this Contract and no sums shall be paid for the services in excess of the amounts necessary to provide for the maintenance and operation of the Medical Facilities of the

Authority, including reasonable reserves, thereby providing adequate and necessary facilities for medical care and hospitalization of the residents of the County who are indigent or otherwise unable to pay for their medical care, provided that the County and the Authority have agreed that the minimum monthly payments necessary to support the operations of the Authority and provide reasonable reserves shall be Three Hundred Thousand and no/100 Dollars (\$300,000.00), totaling to Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year (the "Minimum Amount"), which Minimum Amount is based upon the anticipated cost of such services including the cost and expense of making the Medical Facilities available for the furnishing and performance of such services. The County shall levy an annual tax on all taxable property located within the boundaries of the County, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed two (2) mills (but not less than the millage necessary (up to the applicable maximum mil limit proscribed by the Georgia Hospital Authorities law) to provide the Minimum Amount set forth above), as may be necessary to produce in each calendar year revenues which in the aggregate will be sufficient to fulfill the County's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due all of the obligations herein contracted to be paid by the County hereunder. Nothing herein contained, however, shall be construed as limiting the right of the County to pay the obligations hereunder out of general funds or from other sources lawfully available for such purposes.

- (c) In order for the Authority to assure the payment of the County's obligations herein in a timely manner and without diminution, there is hereby created a first priority lien on any and all revenues realized by the County under and pursuant to the annual tax levied or payments otherwise made pursuant to the provisions of subparagraph 2 (b) above, which lien is superior to any that can hereafter be made or granted by the County.

3.

### **AUTHORITY COVENANTS**

The Authority covenants and agrees, during the term of this Contract:

- (a) to maintain and have available for the use on the part of the County, upon direction and authorization from the proper County authorities, the Medical Facilities to care for the residents of the County who are indigent or otherwise unable to pay for their medical care.
- (b) receive for admittance any residents of the County who are indigent or otherwise unable to pay for their medical care. The Authority shall make no charge for its services to any such residents, except as herein provided. This Contract, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the Hospital of the Authority may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority

from making charges for its services where the services are rendered to persons who are able to pay for some or all of their care. The Authority may also charge for services rendered to certain residents of the County who are indigent or otherwise unable to pay for their medical care on a pro rata basis where such person or persons have some ability to pay.

- (c) Nothing herein shall be construed or operate to prohibit the Authority from withholding service to any person until suitable arrangements have been made by the person requesting treatment, or the person or agency acting for such person to pay for said treatment, subject to all state and federal laws, rules and regulations.
- (d) The Authority shall cooperate with the County in order to make the Medical Facilities available to the County and to persons for whom the County shall assume responsibility in furnishing medical attention and hospitalization.
- (e) The Authority shall provide to the County (i) an annual operating budget for each fiscal year of the Authority during the term hereof, together with information and data describing the operations of the Medical Facilities with comparative analysis to other similar healthcare institutions, on or before May 31 of each year and (ii) audited annual financial statements on or before 180 days after the end of the Authority's fiscal year. Failure of the Authority to provide its budget and audit in a timely manner shall not release the County from its obligations hereunder, but the County shall have such remedies as may be available at law or equity to require the Authority to produce such budget and audit in a prompt and timely manner. The Authority shall provide to the County quarterly reviews at a regularly scheduled

meeting to demonstrate the cost of the uncompensated care provided by the Authority, beginning on a date determined by the County.

- (f) So long as this Contract remains in full force and effect, the Authority will operate the Medical Facilities on as economical a basis as is consistent with good practice and any sums received over and above maintenance and operation costs, debt service, required reserves for contingencies and expansion, whether by payments from contracting parties hereto or from other sources, shall be used to pay amounts to the County to reduce its cost of uncompensated care, subject to approval by FHA and/or the Lender and provided such payments are permitted under the 2022 Loan covenants. The Authority, however, shall be the final arbiter and judge in accordance with the budget requirements of the Hospital Authorities Law pursuant to which the Authority was created, as to such excess earnings over and above debt service, maintenance, operation costs and reserves, provided that the Authority's determination as to the reserves necessary for future capital expansions in excess of \$500,000 shall be made with the advice and consent of the Board of Commissioners of the County, which consent shall not be unreasonably withheld.
- (g) For and during the term of this Contract, the Authority grants to the County a first right of refusal and option to purchase ("Right of First Refusal") all or substantially all of the assets of the Medical Facilities (the "Assets") in the event the Authority determines to sell all or substantially all of the Assets and has received a bona fide offer (the "Offer") to purchase the Assets containing terms and conditions acceptable to the Authority and approved by FHA. Upon such determination by the Authority, the Authority shall provide written notice of its intent to sell and the

details of the Offer to the County. The County shall have forty-five (45) days to notify the Authority in writing if it intends to exercise its Right of First Refusal and purchase the Assets on the terms and conditions set forth in the Offer. In the event the County exercises its Right of First Refusal in a timely manner, it shall complete the purchase of the Assets within ninety (90) days after notice by the County of such acceptance on the terms set forth in the Offer. In the event the County does not exercise its Right of First Refusal within said forty-five (45) days, the Authority shall be free to consummate the sale on the terms and conditions (excepting any non-material modifications thereto) set forth in the Offer. In the event the Authority does not consummate the sale in accordance with the Offer (excepting any non-material modifications thereto), the Right of First Refusal shall apply to any subsequent sale of the Assets occurring during the term of this Contract.

- (h) The County shall have the right during the term hereof to perform or have performed, at its expense, financial and/or performance audits of the operations and books and records of the Authority.

4.

#### **MUTUAL COVENANTS**

It is mutually agreed:

- (a) The Authority has undertaken to and will operate the Medical Facilities so as to produce sufficient revenues to continuously operate the same. The revenues to be derived from the services and facilities herein contracted for, as well as any other

revenues so received by the Authority, are hereby irrevocably pledged to FHA and/or the Lender.

- (b) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth verbatim herein.
- (c) After the initial closing of the 2022 Loan, the Authority may from time to time, issue additional indebtedness, bonds, revenue' certificate or obligations ranking as to the lien on the Assets of the Authority on a parity with, or junior to, the 2022 Loan provided that:
  - (1) The payments covenanted to be made on the 2022 Loan have been made as required and the 2022 Loan is not otherwise in default;
  - (2) The governing body of the County approves the issuance of said additional indebtedness and reaffirms the provisions of this Contract; and
  - (3) FHA and/or the Lender approve the issuance of the additional indebtedness.
- (d) While this Contract is between the parties hereto, it is acknowledged that FHA and/or the Lender has an interest herein, and the parties hereto covenant that this Contract cannot be modified or amended in any particular manner which would in any respect adversely affect the rights of FHA and/or the Lender, without their prior written consent.
- (e) This Contract and the obligations of the County and the Authority hereunder shall terminate in the event the Authority or any subsequent operator of the Hospital discontinues operations of the Hospital and is no longer capable of providing medical care and hospitalization to the residents of the County.



- (f) If any disagreement shall arise with reference to any of the terms or conditions of this Contract, or with reference to any matter connected with same, except as to the payments required to be made pursuant to the provisions of paragraph 2(b) hereof, the obligation for which shall be absolute and unconditional, such disagreement or dispute shall be immediately submitted to, and decided by, arbitration in accordance with the rules of the American Arbitration Association, except as modified hereby. The County shall select one arbitrator and the Authority shall select one arbitrator and the two so selected shall select a third arbitrator. The decision of two of the three arbitrators so chosen shall control and shall be binding on the parties hereto, as a condition precedent to any action before a court of law or equity; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be appointed by the Judge of the Superior Court of Effingham County upon application by any of the parties hereto.
- (g) Should any phrase, clause, sentence, or paragraph of this Contract be held invalid or unconstitutional, it shall in nowise affect the remaining provisions, which said provisions shall remain in full force and effect.

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

**EFFINGHAM COUNTY**

By: \_\_\_\_\_  
Board of Commissioners

(SEAL)

Attest: \_\_\_\_\_  
Clerk

**EFFINGHAM COUNTY HOSPITAL  
AUTHORITY**

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

(SEAL)

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

**#022-010**

**RESOLUTION TO SUPPORT**

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT**

**BETWEEN EFFINGHAM COUNTY AND**

**EFFINGHAM COUNTY HOSPITAL AUTHORITY**

**WHEREAS**, Effingham County and the Effingham County Hospital Authority executed an Intergovernmental Agreement (“IGA”) on October 19, 2010 to support the 2010 Bonds utilized for the modernization and expansion of the Hospital Authority of Effingham County’s hospital assets known as Effingham Hospital, Inc. d/b/a Effingham Health System (referred to herein as “Effingham Hospital”);

**WHEREAS**, pursuant to the IGA, Effingham Hospital agrees to provide access to healthcare services for the indigent and sick in Effingham County;

**WHEREAS**, the modernization project was successful and Effingham Hospital services continue to expand to serve the growing population in Effingham County;

**WHEREAS**, the recent community assessment for Effingham County found that the key illnesses that lead to higher mortality rates include oncology diagnosis, poverty and other social determinates that impact the health of the community;

**WHEREAS**, Effingham Hospital is an essential community provider in Effingham County and has expanded its healthcare services, including specialized services such as oncology and cardiology to best meet the needs of the community;

**WHEREAS**, in order to support the financial viability of Effingham Hospital and maintain clinical services in the community, Effingham Hospital intends to refinance the 2010 Bonds and extend the term through 2037 through a mortgage program insured by the United States Housing and Urban Development Authority (“HUD”) to be referred to herein as “2022 Bonds”;

**WHEREAS**, in order to support the refinancing and Effingham Hospital’s intent to extend the maturity date, Effingham County desires to amend the IGA to reflect the refinanced bonds will now be referred to as 2022 Bonds, to include the final amount of the indebtedness, to extended the term of the IGA through the 2022 Bonds maturity rate, to continue the County obligations of providing up to no less than Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year through the extended term and all other terms of the IGA shall remain substantially the same; and

**WHEREAS**, Effingham Hospital agrees to continue to perform its obligations under the IGA, as amended.

**NOW, THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY HEREBY** adopts and approves the amendment to the IGA to enable the refinancing of the 2010 Bonds to

be referred to as the 2022 Bonds, to reflect the extended maturity date through the HUD program, to reflect the extended term of the IGA to be coterminous with the 2022 Bonds, to continue the County obligations of providing up to no less than Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year through the extended term and to accurately reflect the Effingham Hospital indebtedness and its obligations to provide care to the indigent and sick in accordance with the obligations described in the IGA, as amended.

**BE IT FURTHER RESOLVED**, that the resolution herein authorizes adoption as prescribed effective this \_\_\_\_ day of \_\_\_\_\_, 2022

APPROVED FOR ADOPTION

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

\_\_\_\_\_  
Wesley Corbitt, Chairman

ATTEST:

\_\_\_\_\_  
Stephanie D. Johnson, County Clerk

**RESOLUTION TO SUPPORT**  
**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN EFFINGHAM COUNTY AND**  
**EFFINGHAM COUNTY HOSPITAL AUTHORITY**

**WHEREAS**, Effingham County and the Effingham County Hospital Authority executed an Intergovernmental Agreement (“IGA”) on October 19, 2010 to support the 2010 Bonds utilized for the modernization and expansion of the Hospital Authority of Effingham County’s hospital assets known as Effingham Hospital, Inc. d/b/a Effingham Health System (referred to herein as “Effingham Hospital”);

**WHEREAS**, pursuant to the IGA, Effingham Hospital agrees to provide access to healthcare services for the indigent and sick in Effingham County;

**WHEREAS**, the modernization project was successful and Effingham Hospital services continue to expand to serve the growing population in Effingham County;

**WHEREAS**, Effingham Hospital is an essential community provider in Effingham County and has expanded its healthcare services, including specialized services such as oncology and cardiology to best meet the needs of the community;

**WHEREAS**, in order to facilitate the expansion and further development of clinical services in the community, Effingham Hospital intends to refinance the 2010 Bonds to extend the maturity date through 2037 through a mortgage program insured by the United States Housing and Urban Development Authority (“HUD”) to be referred to herein as “2022 Bonds”;

**WHEREAS**, in order to support the refinancing and Effingham Hospital’s intent to extend the maturity date, Effingham Hospital desires to amend the IGA to reflect the refinanced bonds will now be referred to as 2022 Bonds, to include the final amount of the indebtedness, to extended the term of the IGA through the 2022 Bonds maturity rate, to continue the County obligations of providing up to no less than Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year through the extended term and all other terms of the IGA shall remain substantially the same; and

**WHEREAS**, Effingham Hospital agrees to continue to perform its obligations under the IGA, as amended.

**NOW, THEREFORE, BE IT RESOLVED THE HOSPITAL AUTHORITY OF EFFINGHAM COUNTY HEREBY** adopts and approves the amendment to the IGA to enable the refinancing of the 2010 Bonds to be referred to as the 2022 Bonds, to reflect the extended maturity date through the HUD program, to reflect the extended term of the IGA to be coterminous with the 2022 Bonds, to continue the County obligations of providing up to no less than Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year through the extended term and to accurately reflect the Effingham Hospital

indebtedness and its obligations to provide care to the indigent and sick in accordance with the obligations described in the IGA, as amended;

**FURTHER RESOLVED**, the Hospital Authority Board hereby authorizes the President and Chief Executive Officer to execute the amended IGA to support the refinancing and extended term through the HUD program and any other documents, filings or records necessary to effectuate the IGA as amended to support the Effingham Hospital projects.

**BE IT FURTHER RESOLVED**, that the resolution herein authorizes adoption as prescribed effective this 25<sup>th</sup> day of January 2022.

APPROVED FOR ADOPTION

HOSPITAL AUTHORITY OF EFFINGHAM COUNTY

*Barry Flonnory*

Barry Flonnory, Vice Chairman

ATTEST:

*Stephanie Weitman*

Secretary

## Staff Report

**Subject:** GA Department of Agriculture Dog and Cat Sterilization Grant  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 2/15/22

**Item Description:** Consideration to submit a grant application to the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program.

### Summary Recommendation:

Staff is requesting approval to submit a grant application to the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program.

### Executive Summary:

When funds are available, licensed municipal animal shelters located in Georgia, licensed nonprofit animal rescue organizations with 501(c)(3) status located in Georgia, and veterinary medical foundations with 501(c)(3) status located in Georgia may apply to the GDA for a grant to assist with sterilization procedures on dogs and cats. The purpose of the Dog and Cat Sterilization Grant Program is to provide financial assistance with sterilization procedures. GDA hopes that the grant funds will ease the burden of the cost of sterilization procedures and increase the number of dogs and cats sterilized in Georgia. If awarded, the Effingham County Animal Shelter will use the funds to sterilize 50 dogs and 50 cats.

### Background:

1. Effingham County Animal Shelter is requesting \$10,000.
2. The grant is competitive.
3. No cost share requirement.
4. Application deadline is February 18, 2022.

### Alternatives for Commission to Consider:

1. Approve GDA Dog and Cat Sterilization grant application submittal.
2. Do not approve GDA Dog and Cat Sterilization grant application submittal.
3. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve GDA Dog and Cat Sterilization grant application submittal.

### Other Alternatives:

N/A

**Department Review:** *(list departments)*

Effingham County Animal Shelter

**Funding Source:**

No cost share requirement

**Attachments:**

1. GDA Grant Explanation and Instructions





# ANIMAL INDUSTRY

## Dog and Cat Sterilization Grant Program 2022

### 2022 Grant Explanation and Instructions

#### Required Forms:

##### Checklist of Attachments and Required Documents Non-profit Animal Rescue

- [Veterinary Collaboration Agreement](#)
- Current Animal Shelter License Number - IF applicable
- IRS 501 (c)(3) Determination Letter
- [Proof of incorporation from the Georgia Secretary of State](#)
- [W9 Form](#)
- [Vendor form](#)

##### Checklist of Attachments and Required Documents non-profit Veterinary Association

- [Veterinary Collaboration Agreement](#)
- Current Animal Shelter License Number - IF applicable
- IRS 501 (c)(3) Determination Letter
- [Proof of incorporation from the Georgia Secretary of State](#)
- [W9 Form](#)
- [Vendor form](#)

##### Checklist of Attachments and Required Documents Licensed Animal Shelter

- [Veterinary Collaboration Agreement](#)
- Current Animal Shelter License
- [W9 Form](#)
- [Vendor form](#)

### GRANT INFORMATION 2022 GRANT CYCLE

#### Background

Dog and cat overpopulation is a tragic problem that affects all areas of Georgia. Each year, thousands of healthy, friendly dogs and cats are euthanized because of pet overpopulation. In 2003, the Georgia General Assembly created the Dog and Cat Reproductive Sterilization Support Program to help with this problem through the spaying and neutering of dogs and cats. Currently, funds are raised by the sale of 3 dog and cat license plates, the yearly tax check off and direct donations. In 2014, the Dog and Cat Sterilization Grant program was created. Since the program's inception, thousands of procedures have been performed by Georgia veterinarians coordinating with grant recipients.

## Purpose

The purpose of the Dog and Cat Sterilization Grant Program is to provide financial assistance with sterilization procedures. The Department hopes that grant funds will ease the burden of sterilization procedures and increase the number of dogs and cats sterilized in Georgia. It is further noted that the intent of the grant is to reduce the number of animals that are reproducing to reduce overpopulation pressures (not to subsidize the cost of adopting from shelters).

## Program Overview

Grant applications will be assessed by a grant review committee and funding will be awarded based on the highest priority grant proposals after considering factors such as: targeting of important animal populations; ability to increase surgery numbers; cost-benefit ratio and record of grant applicant and sustainability. It is a priority to have a substantial portion of the funds, at least, covering surgeries for animals not otherwise legally obligated to be altered. As a result, programs altering a greater portion of owned animals and those allowing shelters to permanently increase the percent of animals altered prior to leaving the shelter for adoptive homes may be prioritized for grant funding. The applicant's willingness and ability to assist with promotion of the grant program may also be considered.

All eligible organizations must reside in Georgia to be eligible for the Dog and Cat Sterilization Grant Program. Once a grant has been awarded, the recipient must complete a final progress report showing all sterilization procedures performed. For the 2022 grant cycle, the final progress report will include the requirement to provide record of each sterilization procedure that is performed using grant funds. Grant funds may only be used for sterilization surgery and may not be used for capital or administrative expenses or for procedures not directly related to sterilization surgery, such as, promotions, vaccinations, testing, licensing, food, medicine, and/or other medical procedures.

## Non-Profit Animal Rescues and Veterinary Medical Foundations

Nonprofit Animal Rescue Organizations must be licensed by the Georgia Department of Agriculture. Nonprofit organizations including Veterinary Medical Foundations applying for funds are required to have been in existence for at least 12 months and have 501(c)(3) status at the time of filing the grant application. Nonprofits must provide a copy of the nonprofit status form 501(c)(3) issued by the Internal Revenue Service. **(Do not send a copy of a tax return or a copy of incorporation by the Georgia**

**Secretary of State to fulfill this requirement).** Nonprofit rescues must also provide proof of incorporation by the Georgia Secretary of State.

## County and Municipal Shelters

Municipal animal shelters must be licensed by the Georgia Department of Agriculture. Effective July 1, 1999, every county and city within that county is required to adopt a Service Delivery Strategy. This strategy is an implementation plan among cities and counties to provide local government services and resolve land use conflicts within the county. These strategies are submitted to the Georgia Department of Community Affairs (DCA) for approval and the DCA is in charge of monitoring compliance. Because of this law, no state-administered financial assistance can be awarded to a local municipality that is not in compliance. To determine whether your municipality is in compliance, visit DCA's website at: <https://www.dca.ga.gov/>. All local municipality applicants verifying eligibility must submit a compliance certification.

## Application and Submission

The application for the Dog and Cat Sterilization Grant is an online process. It is only available during the applicable 30-day application period. It can be accessed at <http://agr.georgia.gov/dog-cat-sterilization-program.aspx>. All applicants must provide a letter of collaboration from a Georgia licensed veterinarian that will be performing the sterilization procedures. The grant recipient is required to utilize the collaborating veterinarian(s) of record. Veterinarians may only be substituted with prior notice and

approval from the Dog and Cat Sterilization Program manager. The application period for the 2022 grant is January 18, 2022 – 4:30 pm on February 18, 2022.

### **Notification of Awards**

Applicants will be notified of grant decisions no later than 45 days following the close of the grant application period. To further promote the program grant funds may be awarded in person at a destination and date to be chosen by Dog and Cat Sterilization Program Manager. In this event, a representative of the organization receiving the grant award will be required to attend the presentation.

### **Availability of Funds**

Grant funds will be awarded based on availability of funds. The grant is usually offered on a 14–16-month cycle. Grant funds may only be used for spay and/or neuter procedures on dogs or cats. Grant requests must not exceed applicant's ability to perform services within the 12-month period. Any funds unused in 12 months must be returned to the program by mail to:

Georgia Dog and Cat Sterilization Program  
19 M.L.K. Jr., Dr., SW. Room 112  
Atlanta, Ga. 30334

If the recipient has a change in ownership or corporate structure during the grant cycle, the DCSP grant coordinator must be notified prior to the change and can be reached at [dcsp@agr.georgia.gov](mailto:dcsp@agr.georgia.gov).

### **Veterinary Collaboration Agreement**

The Veterinary Collaboration Agreement is an agreement between the DCSP grant recipient and a Georgia licensed veterinarian to perform sterilization procedures at a set cost for the spending of awarded grant funds. If there will be multiple veterinarians performing sterilization procedures during the grant cycle, then this should be specified by filling out a Veterinary Collaboration Agreement for each veterinarian in advance. Should an additional veterinarian be utilized during the grant cycle, the DCSP grant coordinator must be notified and approve a new Veterinary Collaboration Agreement. If a veterinarian is listed on the final progress report that does not have an approved collaboration agreement, the applicant will be disqualified from the next grant cycle and may be required to return those funds to the program. The DCSP Grant Coordinator can be reached at [dcsp@agr.georgia.gov](mailto:dcsp@agr.georgia.gov)

### **Grant Contracts**

If an organization is awarded a grant from the Georgia Dog and Cat Sterilization Program, they will be required to enter into a contract with the Department. Failure to comply with the terms of the contract may result in termination of the contract and may require the grant funds to be returned to the program.

### **Final Progress Reports**

The final progress report is a record of the number of sterilization procedures performed and a breakdown of the cost for each procedure. Every recipient of the award must email the final progress report with an itemized procedure record to [dcsp@agr.georgia.gov](mailto:dcsp@agr.georgia.gov) by the date specified on the grant contract. Final progress reports are to be submitted by the deadline. If the final progress report submission is late or excludes the itemized record, the applicant will be disqualified from the next round of grants. The final progress report can be found on the website at <http://agr.georgia.gov/dog-cat-sterilization-program.aspx>.

### **State Audit**

Any recipient of a grant made by a state agency shall be subject to audit by the state auditor for the purpose of confirming compliance with state law and the performance of the terms of the grant pursuant to O.C.G.A. § 28-5-125

## Staff Report

**Subject:** Resolution Recognizing Ebenezer Cemetery  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** 02/15/2022  
**Item Description:** Consideration to approve Resolution#022-009 in recognition of Ebenezer Cemetery

### Summary Recommendation:

Staff recommends approval of the request.

### Executive Summary:

A request was received from Leroy Lloyd for approval of a Resolution recognizing the Old African-American cemetery at Ebenezer.

### Background:

The site has been used as a burial ground for enslaved African-American's from the mid eighteenth century through the U.S. Civil War and afterwards for the newly freed community into the early twentieth century.

The abandoned site has been revitalized with donations from community businesses, other groups and individuals.

Over the past few years the NAACP and Effingham Master Gardeners Association have held a wreath-laying and remembrance service for those buried at the site.

### Alternatives for Commission to Consider:

1. Approve Resolution# 022-009 in recognition of the African-American Cemetery at Ebenezer.
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



# RESOLUTION

FROM THE DESK OF THE  
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

## *Recognition of the Old African-American Cemetery at Ebenezer*

WHEREAS, history indicates the Old African-American Cemetery at Ebenezer has been used as a burial ground for enslaved African-American's from the mid eighteenth century through the U.S. Civil War, and afterwards for the newly freed community into the early twentieth century;

WHEREAS, the portion of the cemetery designated for the African-American community was neglected, with minimal or no upkeep for decades after it was no longer used as a burial site;

WHEREAS, the past several years' members of the NAACP, the Effingham Master Gardeners Association and the community at large have spent countless hours cleaning up the abandoned cemetery;

WHEREAS, more than a few community businesses, groups and individuals have donated to the revitalization process and up-keep of the cemetery grounds;

WHEREAS, the previous five years the NAACP and Master Gardeners Association have held a wreath-laying and remembrance service for those buried in the Old African-American Cemetery at Ebenezer, including remembering those drowned and murdered during the Ebenezer Creek Massacre on December 9, 1864

BE IT RESOLVED, the Board of Commissioners of Effingham County, Georgia join in solemn reverence and memory and declare Saturday, February 26, 2022, a day of commemoration in Effingham County of those buried in the Old African-American cemetery at Ebenezer as well as those who perished at Ebenezer Creek

Humbly submitted this 15th day of February, 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**



## Staff Report

**Subject:** Scan Drawing Archive – Spatial Engineering OCS-01 Change Order #1  
**Author:** Pamela Melser, GIS Coordinator  
**Department:** GIS  
**Meeting Date:** February 15, 2022  
**Item Description:** Change Order to approve a no cost increase contract extension of 60-days by Spatial Engineering to scan and catalog Effingham County’s hard copy drawing records library.

### Summary Recommendation:

On April 2, 2021 Spatial Engineering submitted an On-Call Services Task Proposal to scan and catalog Effingham County’s hard copy drawing records library. The proposal was approved at a regular meeting of the Board of Commissioners on 6/1/2021. The scanning and cataloging project was executed under Spatial Engineering’s current contract with the County; PID 20017, RightSpot GIS Services. The contract is currently scheduled to expire on 2/25/2022. In light of timeline impacts cause by staffing shortage due to the Covid-19 pandemic, Spatial Engineering has requested a no cost modification to extend the project expiration date to 4/26/2022.

### Executive Summary/Background:

- Original contract cost = 114,556.00
- Change Order #1 = \$0.00
- Contractor has requested an additional 60 days to complete work due to negative staffing impacts due to the Covid-19 pandemic

### Alternatives for Commission to Consider

1 - Approve Change Order #1 in the amount of \$0.00 and a revised contract expiration date of April 26, 2022

2 – Take no action / Deny – the contract will expire on the original date of February 25, 2022

**Recommended Alternative:** Alternative 1

**Other Alternatives:** 2

**Department Review:** Asst. County Manager/Development Services/GIS

**Original Funding Source:** General Fund using a budget amendment from contingency for \$19000.00 for FY21. The balance in the amount of \$95556.00, has been funded by the General Fund in FY22.

### Attachments:

1. Spatial Engineering letter
2. January 2022 Progress Report

January 20, 2022

Effingham County Board of Commissioners  
Attn: Ms. Pamela Melsler, GIS Coordinator  
Development Services  
804 South Laurel Street  
Springfield, GA 31329

Subject: Request to extend contract end date for project "Scan Drawing Archive", Project ID: 20017-OCS01

Dear Ms. Melsler:

Request: Per our project review meeting January 14, 2022, Spatial Engineering requests a 60-day, no-cost modification to extend the subject project end date from February 25, 2022 to April 26, 2022.

Non-Conformance: Our original project execution assumed a steady, consistent work force, and the ability to backfill staff changes if needed, to process 1000 sheets bi-weekly. Because of the COVID pandemic, the need to quarantine and isolate combined with the challenges of finding and retaining personnel, have disrupted production. The COVID environment and the need to follow published CDC guidelines has made it extremely difficult to backfill vacancies and add personnel. As a result, our rate of production has been impacted such that we do not anticipate meeting the February 25, 2022 contract end date.

Corrective Action: Spatial Engineering is committed to bringing the project to completion as quickly as possible. Our corrective actions include: 1) reallocating and training internal resources to perform scanning operations on a continuous basis, 2) working with County staff to increase drawing collection from an average of 500 sheet per week to 750 sheets per week, and 3) adding additional subcontract support, if needed. With these changes we feel we will complete the project well within the 60-day extension period.

Sincerely,

  
Richard L. Truluck, P.E.  
VP, Project Manager



<b>1. General:</b>		<b>Date:</b>	<b>02/03/2022</b>
<b>Project Name:</b>	RightSpot GIS Services – Scan Archives		
<b>Project ID (PID):</b>	20017	<b>Contract No:</b>	20017-OCS01
<b>Prepared by:</b>	Ricky Truluck		
<b>Prime Contractor:</b>	Spatial Engineering, Inc.		
<b>Prime Project Manager:</b>	Richard Truluck, PE		
<b>Reporting Period:</b>	<b>01/01/2022 – 01/31/2022</b>		
<b>Period of Performance (POP):</b>	06/01/2021 – 02/25/2022		

<b>2. Accomplishments: (during this reporting period)</b>													
<p>A. Pre-Scan Workshop:</p> <ol style="list-style-type: none"> <li>1. Task order OCS01 approved by County Commissioners during June 1, 2021 meeting.</li> <li>2. Signed task order received by Spatial Engineering June 19, 2021.</li> <li>3. Kickoff meeting and pre-scan workshop held at Spatial Engineering July 9, 2021.</li> <li>4. Created RightSpot layer to track scanning progress.</li> <li>5. Project status tracked in RightSpot &gt; Projects group &gt; Scanning Projects layer.</li> </ol> <p>B. Scan Hardcopy Archives:</p> <ol style="list-style-type: none"> <li>1. Budget: Reference task order.             <ol style="list-style-type: none"> <li>i. 1000-1100 sets, 12,000 sheets</li> </ol> </li> <li>2. Balance: (sets/sheets)             <table style="margin-left: 20px;"> <tr> <td>i. July: Pick up: 44 / 1048</td> <td>Return: 0 / 0</td> </tr> <tr> <td>ii. Aug: Pick up: 81 / 1484</td> <td>Return: 19 / 396</td> </tr> <tr> <td>iii. Sep: Pick up: 70 / 1382</td> <td>Return: 0 / 0</td> </tr> <tr> <td>iv. Oct: Pick up: 94 / 1761</td> <td>Return: 18 / 448</td> </tr> <tr> <td>v. Nov: Pick up: 72 / 1408</td> <td>Return: 51 / 946</td> </tr> <tr> <td>vi. Dec: Pick up: 76 / 1455</td> <td>Return: 0 / 0</td> </tr> </table> </li> <li>3. 01/04/22 – Reference attached record of communication.             <ol style="list-style-type: none"> <li>i. Pick up: 11 sets, 107 sheets; Return 0 sets, 0 sheets</li> </ol> </li> <li>4. 01/12/22 – Reference attached record of communication.             <ol style="list-style-type: none"> <li>i. Pick up: 34 sets, 348 sheets; Return 47 sets, 854 sheets</li> </ol> </li> <li>5. 01/20/22 – Reference attached record of communication.             <ol style="list-style-type: none"> <li>i. Pick up: 45 sets, 770 sheets; Return 0 sets, 0 sheets</li> </ol> </li> <li>6. 01/26/22 – Reference attached record of communication.             <ol style="list-style-type: none"> <li>i. Pick up: 46 sets, 837 sheet; Return 116 sets, 2072 sheets</li> </ol> </li> <li>7. Total – Reference RightSpot project layer.</li> </ol>		i. July: Pick up: 44 / 1048	Return: 0 / 0	ii. Aug: Pick up: 81 / 1484	Return: 19 / 396	iii. Sep: Pick up: 70 / 1382	Return: 0 / 0	iv. Oct: Pick up: 94 / 1761	Return: 18 / 448	v. Nov: Pick up: 72 / 1408	Return: 51 / 946	vi. Dec: Pick up: 76 / 1455	Return: 0 / 0
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vi. Dec: Pick up: 76 / 1455	Return: 0 / 0												

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**2. Accomplishments:** (during this reporting period)

- i. Pick up 568 sets, 10,571 sheets (88% of budget based on sheet count)
- ii. Return 254 sets, 4716 sheets (39% of budget based on sheet count)
- C. Catalog Scan Archives:
  - 1. Sheets loaded into RightSpot: 6648 (55%).
- D. Reconcile Hard Drive: File divided into three categories – Subdivisions, County, Commercial.
  - 1. Subdivisions: Total Files: 12,494 Cleared: 12,494 (100%)
  - 2. County: Total Files: 24,738 Cleared: 7,643 (31%)
  - 3. Commercial: Total Files: 2,502 Cleared: 1,913 (76%)
  - 4. Continue working on existing scan drive inventory.
- E. Requested a 60-day extension to the period of performance, submitted to the County on 1/20/22. The request was placed on the County Commissioners 2/15/2022 agenda. Reference:
  - 1. 20220114\_20017\_ROC – January 14 meeting minutes
  - 2. 20220120\_20017\_OCS01\_RequestExtension – letter requesting extension
  - 3. 20220120\_20017\_OCS01\_RevisedSchedule – updated project schedule

**3. Plans:** (during the next reporting period)

- A. Pick up and return planned for February 2, 9, 16, and 23.
- B. Attend County Commissioners meeting scheduled for 2/15/2022.

**4. Issues and Risks**

<b>Issue:</b> (requires resolution or may affect project)	<b>Mitigation:</b> (consideration or change)	<b>Status:</b> (result of mitigation)
Production is below planned rate. Cause – difficult hiring personnel to scan. May impact schedule.	SPATIAL team met 10/21/21. Following actions identified. <ul style="list-style-type: none"> <li>1. Person hired and dedicated to project.</li> <li>2. Change pick up to weekly schedule when current scanning backlog is caught up.</li> </ul>	10/21/21 - Adjustments made. Monitoring progress.  01/14/22 – Met with Effingham County to discuss status. Still difficult to find/keep personnel.  01/20/22 – Submitted request for a no-cost 60-day extension due to the difficulty of finding/keeping personnel due to COVID.  01/31/22 – Some increase in productivity. Continue to monitor progress.

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**PROJECT STATUS REPORT  
FRM 7231**

Item XII. 4.

<b>5. Budget</b>					
<b>Expense</b>	<b>Budget</b>	<b>Invoice</b>	<b>Balance</b>	<b>% Complete</b>	<b>Comment</b>
<b>Task 1 - Pre-Scan</b>	<b>\$5,826.00</b>	<b>(\$4,908.12)</b>	<b>\$917.88</b>	<b>84%</b>	<b>#1</b>
07/31/2021 (Inv 2231)		(\$2,285.72)			
08/31/2021 (Inv 2244)		(\$393.36)			
09/30/2021 (Inv 2257)		(\$1,048.96)			
10/31/2021 (Inv 2268)		(\$524.48)			
11/30/2021 (Inv 2278)		(\$524.48)			
12/31/2021 (Inv 2291)		(\$131.12)			
<b>Task 2 - Scan Hardcopy</b>	<b>\$26,979.00</b>	<b>(\$18,600.58)</b>	<b>\$8,378.42</b>	<b>69%</b>	<b>#1</b>
08/31/2021 (Inv 2244)		(\$2,120.16)			
09/30/2021 (Inv 2257)		(\$2,271.98)			
10/31/2021 (Inv 2268)		(\$5,427.51)			
11/30/2021 (Inv 2278)		(\$2,296.84)			
12/31/2021 (Inv 2291)		(\$1,060.08)			
01/31/2022 (Inv 2303)		(\$5,424.01)			
<b>Task 3 - Catalog Scan</b>	<b>\$25,450.00</b>	<b>(\$15,486.15)</b>	<b>\$9,963.85</b>	<b>61%</b>	<b>#1</b>
07/31/2021 (Inv 2231)		(\$574.21)			
12/31/2021 (Inv 2291)		(\$4,759.24)			
01/31/2022 (Inv 2303)		(\$10,152.70)			
<b>Task 4 - Reconcile HDD</b>	<b>\$56,301.00</b>	<b>(\$35,816.18)</b>	<b>\$20,484.82</b>	<b>64%</b>	<b>#1</b>
07/31/2021 (Inv 2231)		(\$2,294.06)			
08/31/2021 (Inv 2244)		(\$10,001.73)			
09/30/2021 (Inv 2257)		(\$7,036.78)			
10/31/2021 (Inv 2268)		(\$4,764.80)			
11/30/2021 (Inv 2278)		(\$131.12)			
12/31/2021 (Inv 2291)		(\$3,926.96)			
01/31/2022 (Inv 2303)		(\$7,660.73)			
<b>Total:</b>	<b>\$114,556.00</b>	<b>(\$74,811.03)</b>	<b>\$39,744.97</b>	<b>65%</b>	
<b>Comments:</b>	1. Proposal signed June 1, 2021.				

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**6. Schedule: (milestones that are late or due in the next 4 to 6 weeks)**

Milestone	Status	Due Date and Notes
1. 7/14/21 Pick up	Complete	First pick up.
2. 8/4/21 Pick up	Complete	Moved from 7/28 to 8/4
3. 8/25/21 <del>8/15/21</del> Pick up (revised)	Complete	Moved from 8/18 <del>8/4</del> to 8/25 (revised)
4. 9/1/21 Pick up	Complete	
5. 9/15/21 Pick up	Complete	
6. 9/29/21 Pick up		No drawings were released. See record of communication. Reviewing alternate date.
7. 10/13/21 Pick up	Complete	
8. 10/27/21 Pick up	Complete	
9. 11/10/21 Pick up	Complete	
10. 11/17/21 Pick up	Complete	
11. 11/24/21 Pick up	Complete	
12. 12/1/21 Pick up 12/2/21 Pick up	Complete	Met on 12/1 and 12/2.
13. <del>12/8/21 Pick up</del> 12/9/21 Pick up	Complete	Moved from 12/8 to 12/9.
14. <del>12/15/21 Pick up</del> 12/16/21 Pick up	Complete	Moved from 12/15 to 12/16.
15. 12/22/21 Pick up		Did not meet.
16. 12/29/21 Pick up	Complete	
17. 1/4/22 Pick up	Complete	
18. 1/12/22 Pick up	Complete	
19. 1/19/22 Pick up	Complete	Pick up on 1/20/22.
20. 1/26/22 Pick up	Complete	
21. 2/2/22 Pick up		
22. 2/9/22 Pick up		
23. 2/16/22 Pick up		
24. 2/23/22 Pick up		

**7. Deliverables: (deliverables that are late or due in the next 4 to 6 weeks)**

Deliverable	Status	Due Date and Notes
1. Pre-Scan Workshop	In progress	
2. Hardcopy Scans	In progress	Began 7/14/21, Due 2/25/22 pending PoP extension

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<b>7. Deliverables: (deliverables that are late or due in the next 4 to 6 weeks)</b>		
<b>Deliverable</b>	<b>Status</b>	<b>Due Date and Notes</b>
3. Catalog Scans	In progress	Due 2/25/22 pending PoP extension
4. Reconcile HDD	In progress	Due 2/25/22 pending PoP extension

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<b>Communication/Meeting Record</b>		<b>Date:</b>	2022-01-04	
<b>Caller/Host:</b>	Pamela Melser	<b>Calling:</b>	Govi Hines	
<b>Contact Info:</b>	GIS Coordinator	<b>Contact Info:</b>	GIS Analyst	
<b>Project Name:</b>	Archive Scanning Project	<b>PID:</b>	20017-OCS01	
<b>Subject:</b>	Archive plans pickup	<b>Relation:</b>	X Prime	Sub-contractor

Discussion Focus:						
X	Scope		Budget		Schedule	Performance
	Bus Dev		Follow-up		Project Kickoff	% Project Review

1. Attendees:	
a. Govi Hines, GIS Analyst ghines@spateng.com (912) 826-6688  b. Ricky Truluck, Project Manager rtruluck@spateng.com (912) 826-6688	c. Danny Frazier, GIS Technician dfrazier@effinghamcounty.org (912) 754-8050  d. Cristy Jordan for Clayton Digital cristy@cdrepro.com (912) 447-5445

2. Agenda/Purpose:
a. Final signatures Chain of Custody forms signed by CDR b. Reroll plan sets and release to CDR

3. Review of Open Action Items:
a. None

4. Design/Development Verification and Validation per SOW:
a. None

5. Items to Validate on customer site:

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

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Alternate Approver: <b>VP, Business Operations</b>	Revision - <b>11</b>	Pages <b>1 of 2</b>

**5. Items to Validate on customer site:**

- a. None

**6. Discussion:**

- a. Meeting began at 1100
- b. Eleven drawing sets were signed for.
- c. SEI returned eight drawing sets and signed the return forms.
- d. Each set was rerolled.
- e. Each set was released to CDR by the County.
- f. Meeting adjourned at 1130.

**7. Reallocation of Resources:**

- a. None

8. Action Items:	Assigned To:	Due Date:	Comments:
1. Update RS scanning layer attributes	Govi	1/7/2021	Done
2. QC scans when received	Govi	Ongoing	In Progress
3.			

**Notes:**

- (1) Track Action Items to closure or transfer.
- (2) Format Action Item comments using "YYYYMMDD – Comment".
- (3) Format the last comment using "YYYYMMDD – COMPLETE".
- (4) Format Action Item comments transferred to another form using "YYYYMMDD – TRANSFER <location>".

**Next Meeting Date:** 11/12/2021

**Reported By:** G. Hines

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

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<b>Communication/Meeting Record</b>		<b>Date:</b>	2022-01-12	
<b>Caller/Host:</b>	Pamela Melser	<b>Calling:</b>	Govi Hines	
<b>Contact Info:</b>	GIS Coordinator	<b>Contact Info:</b>	GIS Analyst	
<b>Project Name:</b>	Archive Scanning Project	<b>PID:</b>	20017-OCS01	
<b>Subject:</b>	Archive plans pickup	<b>Relation:</b>	X Prime	Sub-contractor

Discussion Focus:						
X	Scope		Budget		Schedule	Performance
	Bus Dev		Follow-up		Project Kickoff	% Project Review

1. Attendees:	
<ul style="list-style-type: none"> <li>a. Govi Hines, GIS Analyst ghines@spateng.com (912) 826-6688</li> <li>b. Pam Melser, GIS Coordinator pmelser@effinghamcounty.org (912) 754-8050</li> </ul>	<ul style="list-style-type: none"> <li>c. Danny Frazier, GIS Technician dfrazier@effinghamcounty.org (912) 754-8050</li> <li>d. Cristy Jordan for Clayton Digital cristy@cdrepro.com (912) 447-5445</li> </ul>

2. Agenda/Purpose:
<ul style="list-style-type: none"> <li>a. Final signatures Chain of Custody forms signed by CDR</li> <li>b. Reroll plan sets and release to CDR</li> </ul>

3. Review of Open Action Items:
<ul style="list-style-type: none"> <li>a. None</li> </ul>

4. Design/Development Verification and Validation per SOW:
<ul style="list-style-type: none"> <li>a. None</li> </ul>

5. Items to Validate on customer site:

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

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Alternate Approver: <b>VP, Business Operations</b>	Revision - <b>11</b>	Pages <b>1 of 2</b>

**5. Items to Validate on customer site:**

- a. None

**6. Discussion:**

- a. Meeting began at 1100
- b. Thirty four drawing sets were signed for.
- c. Forty seven drawing sets were returned and return forms signed.
- d. Each set was rerolled.
- e. Each set was released to CDR by the County.
- f. Meeting adjourned at 1215.

**7. Reallocation of Resources:**

- a. None

8. Action Items:	Assigned To:	Due Date:	Comments:
1. Update RS scanning layer attributes	Govi	1/14/2021	Done
2. QC scans when received	Govi	Ongoing	In Progress
3.			

**Notes:**

- (1) Track Action Items to closure or transfer.
- (2) Format Action Item comments using "YYYYMMDD – Comment".
- (3) Format the last comment using "YYYYMMDD – COMPLETE".
- (4) Format Action Item comments transferred to another form using "YYYYMMDD – TRANSFER <location>".

**Next Meeting Date:** 11/19/2021

**Reported By:** G. Hines

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

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<b>Communication/Meeting Record</b>		<b>Date:</b>	2022-01-20	
<b>Caller/Host:</b>	Pamela Melser	<b>Calling:</b>	Govi Hines	
<b>Contact Info:</b>	GIS Coordinator	<b>Contact Info:</b>	GIS Analyst	
<b>Project Name:</b>	Archive Scanning Project	<b>PID:</b>	20017-OCS01	
<b>Subject:</b>	Archive plans pickup	<b>Relation:</b>	X Prime	Sub-contractor

Discussion Focus:						
X	Scope		Budget		Schedule	Performance
	Bus Dev		Follow-up		Project Kickoff	% Project Review

1. Attendees:	
a. Govi Hines, GIS Analyst ghines@spateng.com (912) 826-6688	b. Danny Frazier, GIS Technician dfrazier@effinghamcounty.org (912) 754-8050

2. Agenda/Purpose:
a. Final signatures Chain of Custody forms signed by SEI b. Reroll plan sets and release to SEI

3. Review of Open Action Items:
a. None

4. Design/Development Verification and Validation per SOW:
a. None

5. Items to Validate on customer site:
a. None

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

Document Owner/Primary Approver: <b>President</b>	Current Release Date: <b>20190114</b>	
Alternate Approver: <b>VP, Business Operations</b>	Revision - <b>11</b>	Pages <b>1 of 2</b>

**6. Discussion:**

- a. Meeting began at 1355
- b. Forty five drawing sets were signed for.
- c. Each set was rerolled.
- d. Each set was released to SEI by the County.
- e. Meeting adjourned at 1500.

**7. Reallocation of Resources:**

- a. None

8. Action Items:	Assigned To:	Due Date:	Comments:
1. Update RS scanning layer attributes	Govi	1/31/2021	Done
2. QC scans when received	Govi	Ongoing	In Progress
3.			

Notes:

- (1) Track Action Items to closure or transfer.
- (2) Format Action Item comments using "YYYYMMDD – Comment".
- (3) Format the last comment using "YYYYMMDD – COMPLETE".
- (4) Format Action Item comments transferred to another form using "YYYYMMDD – TRANSFER <location>".

Next Meeting Date: 11/26/2021

Reported By: G. Hines

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

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Alternate Approver: <b>VP, Business Operations</b>	Revision - <b>11</b>	Pages <b>2 of 2</b>

<b>Communication/Meeting Record</b>		<b>Date:</b>	2022-01-26	
<b>Caller/Host:</b>	Pamela Melser	<b>Calling:</b>	Govi Hines	
<b>Contact Info:</b>	GIS Coordinator	<b>Contact Info:</b>	GIS Analyst	
<b>Project Name:</b>	Archive Scanning Project	<b>PID:</b>	20017-OCS01	
<b>Subject:</b>	Archive plans pickup	<b>Relation:</b>	X Prime	Sub-contractor

Discussion Focus:						
X	Scope		Budget		Schedule	Performance
	Bus Dev		Follow-up		Project Kickoff	% Project Review

1. Attendees:	
<ul style="list-style-type: none"> <li>a. Govi Hines, GIS Analyst ghines@spateng.com (912) 826-6688</li> </ul>	<ul style="list-style-type: none"> <li>b. Danny Frazier, GIS Technician dfrazier@effinghamcounty.org (912) 754-8050</li> <li>c. Cristy Jordan for Clayton Digital cristy@cdrepro.com (912) 447-5445</li> </ul>

2. Agenda/Purpose:	
<ul style="list-style-type: none"> <li>a. Final signatures Chain of Custody forms signed by CDR</li> <li>b. Reroll plan sets and release to CDR</li> </ul>	

3. Review of Open Action Items:	
<ul style="list-style-type: none"> <li>a. None</li> </ul>	

4. Design/Development Verification and Validation per SOW:	
<ul style="list-style-type: none"> <li>a. None</li> </ul>	

5. Items to Validate on customer site:	

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

Document Owner/Primary Approver: <b>President</b>	Current Release Date: <b>20190114</b>	
Alternate Approver: <b>VP, Business Operations</b>	Revision - <b>11</b>	Pages <b>1 of 2</b>

**5. Items to Validate on customer site:**

- a. None

**6. Discussion:**

- a. Meeting began at 1102
- b. Forty five drawing sets were signed for.
- c. One hundred nineteen drawing sets were returned and return forms signed.
- d. Each set was rerolled.
- e. Each set was released to CDR by the County.
- f. Meeting adjourned at 1210.

**7. Reallocation of Resources:**

- a. None

8. Action Items:	Assigned To:	Due Date:	Comments:
1. Update RS scanning layer attributes	Govi	2/2/2022	Done
2. QC scans when received	Govi	Ongoing	In Progress
3.			

**Notes:**

- (1) Track Action Items to closure or transfer.
- (2) Format Action Item comments using "YYYYMMDD – Comment".
- (3) Format the last comment using "YYYYMMDD – COMPLETE".
- (4) Format Action Item comments transferred to another form using "YYYYMMDD – TRANSFER <location>".

**Next Meeting Date:** 2/9/2022

**Reported By:** G. Hines

**Note: This form can also be used as a record of other types of communications – verbal, email, etc.**

Document Owner/Primary Approver: <b>President</b>	Current Release Date: <b>20190114</b>	
Alternate Approver: <b>VP, Business Operations</b>	Revision - <b>11</b>	<b>Pages 2 of 2</b>

**Staff Report**

**Subject:** Amendment to Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily; 5.8. R-6 Single Family Residential; 5.9. B-1 Neighborhood Commercial; 5.10. B-2 General Commercial; and 5.11. B-3 Highway Commercial.

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

**Department:** Development Services

**Meeting Date:** February 15, 2022

**Item Description:** Consideration to amend Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential; 5.9. B-1 Neighborhood Commercial; 5.10. B-2 General Commercial; and 5.11. B-3 Highway Commercial.

**Summary Recommendation:** In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised Definitions, R-3, R-6, B-1, B-2, and B-3 zoning districts.

**Executive Summary/Background:**

- The revisions include an update and expansion of Zoning Ordinance definitions, to clarify the county’s interest in promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county:
  - Clarify open space, multifamily, and mixed use residential definitions.
- Expanded information and guidance for development in the R-3 zoning district:
  - Maximum density reduced from 12 to 9 units per acre,
  - Specific open space requirements per unit, and increased guidance on open space calculations.
- Expanded guidance for development in the R-6 zoning district:
  - Maximum density reduced from 6 to 4.5 units per acre,
  - Increase in minimum lot size from 6,600 sf (.15ac) to 8,500 sf (.19ac)
  - Reduction in open space requirement from 20% to 15% of net usable area, and a reference to the new common open space definition which excludes ponds, lakes, and buffers if not usable by residents for recreation purposes.
- Revision of permitted uses in B-1, B-2, and B-3 zoning districts to clarify intent regarding residential /commercial development; maximum density of 12 units per acre established for mixed use.
- Expansion of lot and building requirements for multifamily development in B-2 zoning district.
- Removal of warehouse operations and freight terminals as conditional uses in B-3.

**Alternatives for Commission to Consider**

- 1 – Approve an amendment to Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential; 5.9. B-1 Neighborhood Commercial; 5.10. B-2 General Commercial; and 5.11. B-3 Highway Commercial.
- 2 – Take no action.

**Recommended Alternative: 1**

**Other Alternatives: N/A**

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

**Funding Source:** N/A

**Attachments:**

- 1. Proposed ordinance revisions: V7 Multi-family and high-density residential

## ARTICLE II. - DEFINITIONS

2.21.1 Common *outdoor* open space. areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. ~~Ponds and lakes may be used for up to 50 percent of required common open space. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.~~

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

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

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

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

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

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

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

2.25.7 *Garden Apartment*. Three or more attached dwelling units in a two- or three-story building.

2.25.8 *Multifamily*. A building designed for or occupied by three or more families.

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

a. *Non-residential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or*

b. Multifamily and another primary non-residential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).

c. Both options shall be designed, located, and oriented on the site so that non-residential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that non-residential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the non-residential use. Parking areas shall be designed to minimize distances between uses.

**ARTICLE III. - GENERAL PROVISIONS**

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

*5.6.1 Permitted uses.*

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

5.6.1.2 Multiple-family dwellings, roominghouses, fraternities, sororities, and dormitories.

5.6.1.3 ~~f4~~ Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

5.6.1.3 Customary accessory buildings incidental to the above permitted uses.

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

5.6.2.1 Clubs and private recreational facilities.

5.6.2.2 Nursing homes.

5.6.2.3 Day care facilities.

*5.6.3 Lot and building requirements.*

~~Principal buildings. Garden apartment or townhouse.~~

<del>Living units</del> <u>Density (applicable to single family and multifamily)</u>	Maximum <del>12-9</del> per acre [LEA1]
--	---

Minimum lot width at building line	150 feet
Minimum setback from public street	35 feet
Minimum front yard	10 feet
Minimum rear yard	15 feet
Minimum side yard (interior)	15 feet
Minimum side yard (street)	35 feet
Maximum building height	35 feet
Maximum percent of [lot coverage]	40 percent

#### 5.6.4 Amenity requirements.

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

a. The required setback areas may count toward the open space requirement if it is integrated into a common open space amenity. [LEA2]

b. Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.

c. Common outdoor open space shall generally be designed so it is oriented at the front of dwelling units and/or community building(s).



d. 10% of common open space shall be greenspace. The implementation of a conservation easement is encouraged.

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

**5.8 - R-6 Single-family residential district (~~six~~ four and a half (4.5) <sup>[LEA3]</sup> dwellings per acre).**

*[5.8.1] Where applicable.*

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

*[5.8.2] Required utilities.*

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

*[5.8.3] Maximum density.*

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

*[5.8.4] Permitted uses.*

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

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

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

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

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

Libraries or museums.

*[5.8.5] Conditional uses.*

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

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

Such use is housed in a permanent structure;

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

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

Public utilities substation or subinstallation including water towers provided that:

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

Day care facilities.

Nursing homes

*[5.8.6] Lot and building requirements.*

Lot size:	
Area	6,600[LEA4]8,500 sq. ft. (0.15-19 acres)
Width	Minimum 60 feet
Principle buildings:	
Maximum height	35 feet
Minimum front setback	15 feet
Stairs (but not porches) may encroach up to five feet into front yard setback	

Maximum front setback	The average of the <del>house</del> house on either side or 20 feet, whichever is less.
Minimum side setback (interior)	7.5 feet (or 3 feet provided minimum building separation of 15 feet is maintained)
Minimum side setback (street)	15 feet
Minimum rear setback	25 feet
<del>Maximum</del> Maximum lot coverage	45%
Accessory buildings:	
Maximum height	20 feet and not to exceed the height of the principle building
Minimum rear and side setback	5 feet
Lot coverage	15%

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

*[5.8.7] Open space requirements.*

All developments in the R-6 zoning district must provide ~~20~~ 15 percent of total acreage as common outdoor open space. Open space calculations must be on the subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per Article II definition. ~~Ponds and lakes may be used for up to 50 percent of required open space. Wetlands may be used for up to 10 percent of open space.~~ 10% of common open space shall be greenspace. The implementation of a conservation easement is strongly encouraged.

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

*[5.8.8] Sidewalk requirement.*

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

*[5.8.9] Parking requirements.*

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

## **5.9 - B-1 Neighborhood commercial districts.**

*5.9.1 Permitted uses.*

This district is designed for small scale retail and service businesses that primarily cater to the surrounding residential neighborhoods.

Personal and professional services (including clinics and studios).

Cafes, and restaurants.

Private clubs, lodges, community centers.

Dry cleaning outlets.

Convenience stores (retail) without gas pumps.

Child care centers.

Libraries.

~~Residential units above commercial units.~~ Mixed-use residential

Site-built single-family detached buildings.

Government-owned utilities.

Bed and breakfast lodging facility.

*5.9.2 Conditional uses.* The following uses may be permitted in accordance with the provisions of section 7.1.6 in the neighborhood commercial (B-1) district on a conditional basis upon approval of the board of commissioners after review by the planning board.

Plant gardens and outdoor nurseries.

Automated bank tellers.

Cemeteries.

Drive through.

Offices.

Mobile offices.

Churches.

Schools.

Self-storage mini storage facilities. Any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such facility for the purpose of storing and removing personal property.

Any use not expressly permitted or prohibited in a commercial district upon approval of the board of commissioners after review by the planning board.

*5.9.3 Prohibited uses.*

Mobile homes.

Gas stations.

Automotive sales, service, and/or storage.

Warehouses <sup>[DG5]</sup> (including mini-warehouses).

Veterinary clinics and kennels.

*5.9.4 Lot and building requirements.*

Minimum lot area (public water and sewer)	Must meet minimum site design requirements
Minimum lot area (public water only)	Must meet health department requirements
Minimum lot area (private water and sewer)	Must meet health department requirements
Minimum lot width at building line	N/A
Minimum front setback	N/A
Minimum rear setback	N/A
Minimum side setback (interior)	N/A
Minimum side setback (street)	N/A
Maximum building height	35 feet
<u>Maximum density for Mixed-Use Residential</u>	<u>12 dwelling units/acre</u>

**5.10 - B-2 General commercial districts.**

*5.10.1 Permitted uses.*

All uses permitted or conditional in B-1 except single-family detached buildings.

Fast food and all other restaurants, hotels, motels, and accessory structures.

Retail businesses.

Indoor entertainment facilities.

Offices and banks.

Libraries and public buildings.

~~Multifamily units up to 12 units per acre.~~ Mixed-Use Residential

Bus stations.

Movie theaters.

Bed and breakfast lodging facility.

*5.10.2 Conditional uses.* The following uses may be permitted in accordance with the provisions of section 7.1.6 in the general commercial (B-2) district on a conditional basis upon approval by the county commission after review by the planning board.

Wholesale operations.

Commercial parking areas.

Funeral homes.

Telecommunications towers.

Crematoriums.

Automobile service.

Mobile offices.

Museums.

Schools.

Churches.

Hospitals.

Nursing homes.

Cemeteries.

Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions.

(1) *General operating regulations.* The following operating regulations shall be enforced by the permittee:

- (a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.
- (b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.
- (c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.
- (d) Handicapped access shall be provided to activities that are open to the public.
- (e) Events and activities shall be accessible to emergency and service vehicles.
- (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
- (g) The burden of preserving order during the concert or special event is upon the permittee.

(2) *Revocation of permit.* The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.

(3) *Exemptions.* The following special events are exempt from the provisions of this article:

- (a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;
- (b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;
- (c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;



(d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and

(e) A governmental agency acting within the scope of its agency.

Any use not expressly permitted or prohibited in a commercial district upon approval of the board of commissioners after review by the planning board.

5.10.3 Prohibited uses.

Automotive sales (excluding storage of junked vehicles).

Warehouses.

Lumberyards, retail.

Motor freight terminals.

Bulk fuel storage.

Single-family detached dwellings.

Mobile homes.

5.10.4 Lot and building requirements. ~~Same as B-1 except 60-foot limit to building height~~

<u>Minimum lot area (public water and sewer)</u>	<u>Must meet minimum site design requirements</u>
<u>Minimum lot area (public water only)</u>	<u>Must meet health department requirements</u>
<u>Minimum lot area (private water and sewer)</u>	<u>Must meet health department requirements</u>
<u>Minimum lot width at building line</u>	<u>N/A</u>
<u>Minimum front setback</u>	<u>N/A</u>

<u>Minimum rear setback</u>	<u>N/A</u>
<u>Minimum side setback (interior)</u>	<u>N/A</u>
<u>Minimum side setback (street)</u>	<u>N/A</u>
<u>Maximum building height</u>	<u>60 feet</u>
<u>Maximum density for Mixed-Use Residential</u>	<u>12 dwelling units per acre</u>

**5.11 - B-3 Highway commercial districts.**

*5.11.1 Permitted uses.*

- All uses permitted or conditional in B-1 and B-2 except detached single-family buildings.
- Automotive sales, service, and storage.
- Wholesale operations.
- Lumberyards.
- Indoor amusement parks or privately owned recreation facilities.
- Hospitals.
- Screened outdoor storage.
- Nursing homes.
- ~~Multifamily housing units~~ Mixed-Use Residential with a maximum density of 12 units per acre.
- Bed and breakfast lodging facility.

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

- Automotive paint and body shops.

Motor freight terminals.

Warehouse operations.

Mobile offices.

Outdoor amusement parks or privately owned recreational facilities.

Lumberyard that includes processing. [DG6]

Cemeteries.

County jails.

County correctional institutions.

County detention facilities.

Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions.

- (1) *General operating regulations.* The following operating regulations shall be enforced by the permittee:
  - (a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.
  - (b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.
  - (c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.
  - (d) Handicapped access shall be provided to activities that are open to the public.
  - (e) Events and activities shall be accessible to emergency and service vehicles.
  - (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
  - (g) The burden of preserving order during the concert or special event is upon the permittee.
  
- (2) *Revocation of permit.* The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion

of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.

(3) *Exemptions.* The following special events are exempt from the provisions of this article:

- (a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;
- (b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;
- (c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;
- (d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and
- (e) A governmental agency acting within the scope of its agency.

Any use not expressly permitted or prohibited in a commercial district upon approval of the board of commissioners after review by the planning board.

#### 5.11.3 *Prohibited uses.*

Bulk fuel storage.

Mobile homes.

Single-family detached dwellings (including site-built, Class A or Class B).

5.11.4 *5.10.4 Lot and building requirements.* ~~Same as B-1 except 60-foot limit to building height.~~

Minimum lot area (public water and sewer)	Must meet minimum site design requirements
Minimum lot area (public water only)	Must meet health department requirements
Minimum lot area (private water and sewer)	Must meet health department requirements
Minimum lot width at building line	N/A
Minimum front setback	N/A
Minimum rear setback	N/A
Minimum side setback (interior)	N/A
Minimum side setback (street)	N/A
Maximum building height	<del>35</del> <u>60</u> feet

## Staff Report

**Subject:** Resolution to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development.

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

**Department:** Development Services

**Meeting Date:** February 15, 2022

**Item Description:** Consideration of a resolution to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development, for a period of eight (8) days, while the county considers changes to its zoning ordinance.

### Summary Recommendation:

The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

### Executive Summary/Background:

- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County's Comprehensive Plan and the Zoning Ordinance, and has studied the County's best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing – in the R-3, B-2, and B-3 zoning districts and R-6 single family development, and has determined that a moratorium on new applications is necessary.
- On September 21, 2021, the Board of Commissioners voted to place a moratorium for one hundred and twenty (120) days.
- On January 4, 2022, the Board of Commissioners voted to extend the moratorium to February 21, 2022, while ordinance revisions were considered. The first reading of the ordinance revisions will occur on February 15, 2022. Additional time is needed to allow for the second reading at the March 1, 2022 meeting.

### Alternatives for Commission to Consider

- 1 - Approve the resolution to extend a moratorium on rezoning land for multifamily and R-6 single family development for 8 days, ending March 2, 2022.
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

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

**Funding Source:** No new funding requested.

**Attachments:** 1. Moratorium on rezoning land for multifamily housing and R-6 single family development.

STATE OF GEORGIA        )  
EFFINGHAM COUNTY        )

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF EFFINGHAM COUNTY, GEORGIA EXTENDING AN EXISTING MORATORIUM ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES**

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Board”) directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of multi-family residential and R-6 single family development so as to address current development trends; and

**WHEREAS**, on September 21, 2021, the Board adopted Resolution No. 021-048 implementing a four-month moratorium (hereinafter referred to as “Moratorium”) on commercial and residential re-zonings for property to be used for multi-family residential and R-6 single family residential district purposes; and

**WHEREAS**, on January 4, 2022, the Board adopted Resolution No. 022-003 implementing a thirty (30) day an extension to the moratorium (hereinafter referred to as “Moratorium”) on commercial and residential re-zonings for property to be used for multi-family residential and R-6 single family residential district purposes; and

**WHEREAS**, Additional time is needed to approve a first and second reading of the revisions to the zoning ordinance; and

**WHEREAS**, it is in the best interest of the citizens of the County to extend the Moratorium; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. The Board does hereby extend the Moratorium until March 2, 2022.
2. The duration of this Moratorium shall be until the Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until March 2, 2022.
3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.
4. The proper officers and agents of the County are hereby authorized to take any and all

further actions as may be required in connection with this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

So adopted this \_\_\_\_ day of February, 2022.

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

\_\_\_\_\_  
Wesley Corbitt, Chairman

ATTEST:

\_\_\_\_\_  
Stephanie D. Johnson, County Clerk

[COUNTY SEAL]



## Staff Report

**Subject:** Consideration to award Task Order 22-25-005 to Alliance Consulting Engineers, Inc. for the Westwood Heights Subdivision Drainage Improvements

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** February 15, 2022

**Item Description:** Award of Task Order 22-25-005 to Alliance Consulting Engineers, Inc.

**Summary Recommendation:** Staff recommends award of Task Order 22-25-005 to Alliance Consulting Engineers, Inc. for the Westwood Heights Subdivision Drainage Improvements

### Executive Summary/Background:

- An RFP was sent to six (6) IDC Engineering Consultants requesting proposals for correcting recurring drainage problems across the entire Westwood Heights Subdivision.
- Proposals were received from Alliance Consulting Engineers, Inc. and Thomas and Hutton. A brief tabulation is listed as an attachment to this Staff Report.
  - Alliance Consulting Engineers, Inc: NTE \$254,500
  - Thomas and Hutton: NTE \$340,000

### Alternatives for Commission to Consider

1. Award Task Order 22-25-005 to Alliance Consulting Engineers, Inc for the Westwood Heights Subdivision Drainage Improvements for a NTE Total of \$254,500.00
2. Award Task Order 22-25-005 to Thomas and Hutton for the Westwood Heights Subdivision Drainage Improvements for a NTE Total of \$340,000.00
3. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2, 3

**Department Review:** Purchasing, Asst. County Manager/County Engineer, Director of Development Services, Finance

**Funding Source:** Project not funded specifically; however, TSPLOST funds can be used

### Attachments:

1. Summary Tabulation
2. NTP for Task Order 22-25-005 to Alliance Consulting Engineers, Inc.

<b>Alliance Consulting Engineers, Inc.</b>	
<b>1. Drainage Study and Modeling</b>	
Base Model: Stormwater Best Practices	\$51,000.00
Alt 1. Vary Periods (Min. 25 year) +\$10,000	Add
Alt 2. Vary Retention/Conveyance +\$10,000	Add
<b>2. Engineering and Permitting Services</b>	
Assume most complicated design/scope	\$114,000.00
Value Engineered Surface Solution - TBD	Deduct
Value Engineered Subsurface Solution - TBD	Deduct
<b>3. Bidding and Award Services</b>	<b>\$11,000.00</b>
<b>4. Construction Administration</b>	<b>\$78,500.00</b>
<b>5. Reimbursable Expenses</b>	<b>Cost + 15%</b>
<b>NTE Total: \$254,500.00</b>	

<b>Thomas and Hutton</b>	
General Consulting	\$4,500.00
Survey	\$63,500.00
Geotechnical	\$13,500.00
General Study/Report	\$37,500.00
<b>Design</b>	
Preliminary Design	\$57,500.00
Final Design	\$52,500.00
Permit	\$8,500.00
<b>Construction</b>	
Bid Process	\$6,500.00
Construction Observation	\$88,500.00
Project Closeout/Record Drawings	\$7,500.00
<b>NTE Total: \$340,000.00</b>	

**NOTICE TO PROCEED**

TO: Alliance Consulting Engineers, Inc.

RE: NOTICE TO PROCEED

Task Order 22-25-005 – Westwood Heights Subdivision Drainage Improvements

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within \_\_\_\_ calendar days from that time. Any additional expenses will need to be approved by the Effingham County Board of Commissioners in the form of a change order.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

Effingham County Board of Commissioners

\_\_\_\_\_  
Wesley Corbitt, Chairman

**ACCEPTANCE OF NOTICE:**

Receipt of the above Notice to Proceed is acknowledged.

Contractor: \_\_\_\_\_

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

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

Date of Acceptance: \_\_\_\_\_

January 26, 2022

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

RE: Engineering Services for the Proposed  
Westwood Heights Subdivision Drainage  
Improvements in Effingham County, Georgia  
RFP No. 22-25-005  
Proposal No.: P22003 – G, H

Dear Ms. Bruton,

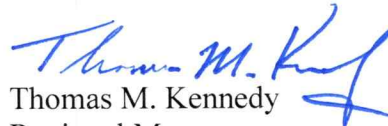
Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to provide this proposal for Professional Engineering Services for Design and Construction Services for Proposed Drainage Improvements in Westwood Heights Subdivision in Effingham County.

Alliance Consulting Engineers, Inc. has completed over 1,950 projects during 18+ years in business, including several hundred Stormwater Design and Drainage Improvement projects. Similar Stormwater projects include Pine Arbor Subdivision in the City of Hardeeville, Brighton Hill Subdivision in the Town of Lexington, Old Carolina Planned Unit Development and Buckwalter Place in the City of Bluffton, Harlem/Blue Pond in the Town of Bishopville, and the National Care Community in the City of Charleston, South Carolina.

Alliance Consulting Engineers, Inc. appreciates the opportunity to submit this Proposal for Professional Engineering Services for the Westwood Heights Subdivision Drainage Improvement Project for Effingham County. Should you have any questions or comments, please do not hesitate to contact us at (843) 757-5959.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.



Thomas M. Kennedy  
Regional Manager

cc: Mr. Deepal S. Eliatamby, PE, Alliance Consulting Engineers, Inc.  
Mr. Adam Hogan, PE, LEED Green Associate, Alliance Consulting Engineers, Inc.

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**Alliance Consulting Engineers, Inc.**

23 Plantation Park Drive, Suite 204 Bluffton, SC 29910-6072 Phone 843 757-5959 Fax 843 757-6659 [www.allianceCE.com](http://www.allianceCE.com)

Ms. Alison Bruton, Purchasing Agent  
Effingham County Board of Commissioners  
January 26, 2022 - Page 1 of 3

## I. WORK PLAN

Based on the Effingham County Board of Commissioners Request for Proposal No. 22-25-005 and Alliance Consulting Engineers Inc.'s understanding of the Project, Alliance Consulting Engineers, Inc. will provide Consulting Services to correct recurring drainage problems across the entire Westwood Heights Subdivision which encompasses a total area of +/- 220 Acres as follows:

### 1. Drainage Study and Cost Opinion

A Drainage Study will be performed of the +/- 220 Acre basin to identify areas in the Subdivision that flood and develop alternatives to address flooding. The Drainage Study will include:

- Topographic Survey of the existing drainage network
- Delineation of drainage basins
- Calculation of curve numbers and times of concentration
- Model preparation of existing drainage system using XP-SWMM software
- Run model to determine the area in Subdivision that flood
- Run model to develop up to Three (3) Alternatives to address the flooding
- Prepare a Drainage Report that outlines the basin characteristics, areas that flood, modeling methodology, and proposed improvements. The Drainage Report will present Smart Growth Best Practices and Innovative Solutions and include Cost Opinion and other supporting documentation (Exhibits, Tables)
- Submit Drainage Report for review and address up to two (2) sets of comments
- Attend up to two (2) meetings with Effingham County Staff
- Attend one (1) Effingham County Board of Commissioners meeting

### 2. Engineering Design and Permitting Services

For selected Alternative, Alliance Consulting Engineers, Inc. will prepare Design and Construction Plans for submittal to Effingham County Board of Commissioners and for Agency Review (Georgia Soil and Water Conservation Commission, etc.) which will include:

- General Sheets (Cover, Notes)
- Plan and Profiles, Cross Sections
- Erosion and Sedimentation Control
- Construction Details and Drawings
- Technical Specifications and Bid Form
- Geotechnical Subsurface Exploration (Up to 15 Hand Auger Borings)
- Permitting Services

Ms. Alison Bruton, Purchasing Agent  
 Effingham County Board of Commissioners  
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### **3. Bidding and Award Services**

Assistance will be provided for Bidding and Award Services to determine Construction Costs for the Selected Alternative to include:

- Attend Pre-Bid Meeting
- Address Bidder questions
- Evaluate Bids, Prepare Letter of Recommendation, Prepare Certified Bid Tabulation and Bid Comparison Sheet.

### **4. Construction Administration**

A twelve (12) month period of construction has been factored to include:

- Attending Pre-Construction Conference
- Review of Shop Drawings
- Review of Requests for Information and Monthly Pay Requests
- Attend Monthly Project Meetings
- Perform one (1) Site Visit per week
- Prepare Closeout Documentation to include As-Built Survey with Record Drawings with GPS Coordinates in Hard Copy and Electronic Format

## **II. SCHEDULE**

Alliance Consulting Engineers, Inc. will begin the Professional Engineering Services within three (3) weeks of receipt of a signed Notice to Proceed and coordinate with Effingham County an agreed upon schedule for the Project Scope based on timing needs estimated as follows:

- |   |                |
|---|----------------|
| • Notice to Proceed                         | 2 to 4 Weeks   |
| • Kickoff Meeting                           | 2 to 4 Weeks   |
| • Drainage Study and Cost Opinions          | 8 to 12 Weeks  |
| ○ Topographic Survey                        |                |
| ○ Modeling                                  |                |
| • Engineering Design and Construction Plans | 8 to 12 Weeks  |
| ○ Geotechnical Subsurface Exploration       |                |
| ○ Environmental Science                     |                |
| ○ Permitting                                |                |
| • Construction Administration               | 8 to 10 Months |
| ○ Bidding and Award                         |                |
| ○ Meetings, Site Visits                     |                |

Ms. Alison Bruton, Purchasing Agent  
 Effingham County Board of Commissioners  
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### III. NOT TO EXCEED FEES

The Fees presented below have been prepared from the man-hour rates agreed upon in Indefinite Delivery Contract dated April 23, 2021 between Effingham County Board of Commissioners and Alliance Consulting Engineers, Inc. and based upon Alternate 1 being the most complex and expensive design solution determined by Drainage Study.

<u>Scope of Services</u>	<u>Fee</u>	<u>Man-hour Estimates</u>
1. Drainage Study and Modeling		450
○ Base Model: Stormwater Best Practices	\$ 51,000	
○ Alt. 1: Vary Periods (Min. 25 year) + \$10,000	Add	
○ Alt. 2: Vary Retention/Conveyance + \$10,000	Add	
2. Engineering and Permitting Services		
○ Assume Most Complicated Design/Scope	\$114,000	725
○ Value Engineered Surface Solution - TBD	Deduct	
○ Value Engineered Subsurface Solution - TBD	Deduct	
3. Bidding and Award Services	\$ 11,000	60
4. Construction Administration -	\$ 78,500	480
<u>Reimbursable Expenses</u>	Cost plus 15%	
• Application Fees		
• Drawing and Report Reproduction Costs		
• Regulatory Fees		

There are many approaches to improving Stormwater Drainage, and Alliance Consulting Engineers Inc. believes the best, most cost-effective solutions start with Modeling to thoroughly understand Site Conditions, Variables, and Expectations. The Model can then be used to locate and quantify flood-prone areas where information such as the enclosed Storm Water Best Practices, and Surface Innovations can be Value Engineered.



Using Smart Growth Techniques as  
**Stormwater Best  
Management Practices**



**Table 2: Best Management Practices and Development Context**

<b>BMP Strategies</b>	<b>Urban/High Density Settings</b>	<b>Suburban/ Urbanizing Areas</b>	<b>Rural and Conservation Areas</b>
Strategies for individual buildings and building sites	Bio-infiltration cells, rooftop rain capture and storage, green roofs, downspout disconnection in older residential neighborhoods, programs to reduce lawn compaction, stormwater inlet improvements	Disconnecting downspouts, green roofs, programs to reduce lawn compaction, bio-infiltration cells, rooftop rain capture and storage	Green roofs, housing and site designs that minimize soil disruption
Low impact development (LID) or better site design strategies	Ultra-urban LID strategies: high-performing landscape areas, retrofitting urban parks for stormwater management, micro-detention areas, urban forestry and tree canopy, green retrofits for streets	Swales, infiltration trenches, micro-detention for infill projects, some conservation design, retrofitting of parking lots for stormwater control or infill, tree canopy, green retrofits for streets. Depending on location, larger scale infiltration.	Large scale LID: forest protection, source water protection, water protection overlay zoning, conservation, aquifer protection, stormwater wetlands
Infrastructure	Better use of gray infrastructure: repair and expansion of existing pipes, installation of stormwater treatment, fix it first policies, improve street and facilities maintenance	Priority funding areas to direct development, better street design, infrastructure planning to incentivize smart growth development, improve street and facilities maintenance	Smart growth planning for rural communities using onsite systems
Structural BMPs	Commercially available stormwater control devices, urban drainage basins, repair of traditional gray infrastructure	Rain barrels, bio-infiltration techniques, constructed wetlands	
Design strategies	Transit districts, parking reduction, infill, improved use of curbside parking and rights of way, brownfields, urban stream clean-up and buffers, receiving areas for transfer of development rights	Infill, greyfields redevelopment, parking reduction, policies to foster a connected street system, open space and conservation design and rural planning, some impervious surface restrictions, stream restoration and buffers, targeted receiving areas for transfer of development, planned unit developments	Regional planning, use of anti-degradation provision of Clean Water Act, sending areas for transfer of development, watershed wide impervious surface limits, water protection overlay zoning districts
Watershed-wide or regional strategies	Transfer of development rights, waterfront restoration, participation in regional stormwater management planning/infrastructure	Regional park and open space planning, linking new transit investments to regional system, participation in regional stormwater management planning/infrastructure	Regional planning, use of anti-degradation provision of Clean Water Act, sending areas for transfer of development, watershed wide impervious surface limits, water protection overlay zoning districts, water supply planning and land acquisition

## Enhanced swales

This article is about installations designed to capture and convey surface runoff along a vegetated channel, whilst also promoting infiltration.

For underground conveyance which promotes infiltration, see [Exfiltration trenches](#).

For conveyance along planted channels, on both surface and underground, see [Bioswales](#).

### Contents

**Overview**  
**Planning considerations**  
**Design**  
**Modeling**  
**Materials**

## Overview

Enhanced swales are an ideal technology for:

- Sloped sites,
- Cheaply retrofitting and improving the performance of existing grass swales.

Take a look at the downloadable Enhanced Grass Swales Factsheet below for a .pdf overview of this LID Best Management Practice:



The fundamental components of an enhanced grassed swale are:

- Graded channel
- Resilient turf grass or other planting
- Check dams, to facilitate short term ponding

Additional components may include:

- Amended soil or filter media to increase infiltration to soils below
- Turf reinforcement, to prevent scour

## Planning considerations

When planning a new site, all swales and overground flow paths should be fitted perpendicular to existing contours. See [Natural drainage](#) and [Existing hydrology](#).

## Best cross sections

Enhanced swales aim to both reduce the flow rate and retain a portion of the conveyed water. For these purposes the best x-section is that which maximizes the wetted perimeter for a given area. For a given width and depth, the difference between a triangular and trapezoidal section is small. As shown in the diagrams, under low flow conditions the trapezoidal has greater wetted perimeter, and at higher flows the triangular profile does.

## Safety

As shallow grassed swales are a common roadside construction, the Ministry of Transport has created their own guide to maximum flow depth and freeboard<sup>[1][2]</sup>. Their advice has been prepared specifically for high risk environments and those stringent constraints should not be applied to all circumstances. In many urban environments the principle of applying check dams to enhance all surface BMPs can be safely used to encourage ponding and subsequent infiltration for a day or two.

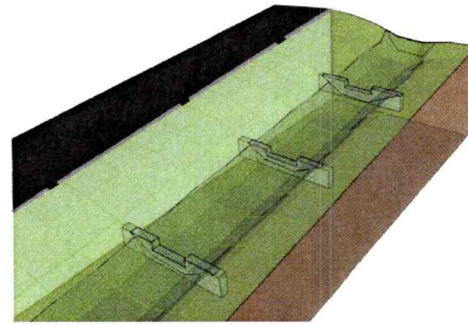
## Design

All swales should be designed to meet the following criteria:

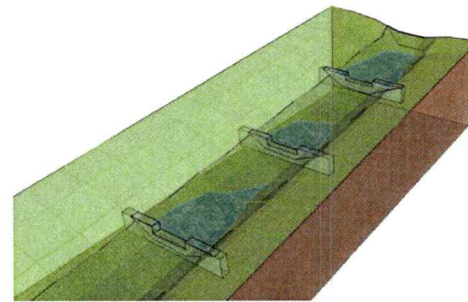
- Minimum residence time of 5 minutes.
- Maximum flow velocity 0.3 m/s
- Bottom width between 0.6 - 2.4 m
- Minimum length 30 m
- Maximum depth of flow should be 50% height of grass for regularly mown swales, to maximum of 75 mm, or 33% height of vegetation for infrequently mown swales.

## Planting Considerations

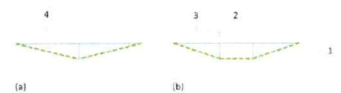
- Grasses and herbaceous species with dense root structure cover should be favoured along the bottom of the swale for their ability to increase infiltration, stabilize soils, retain particles and assist with suspended solids.



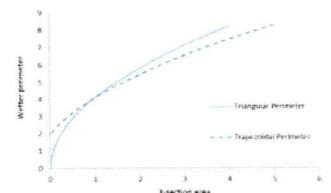
Skeleton schematic illustrating the installation of check dams with centralized, flow concentrating cutouts. Street runoff would enter the swale through sheet flow or curb cuts and flow across the filter strip on the left side of the image. *A note: The following is an "image map", feel free to explore the image with your cursor and click on highlighted labels that appear to take you to corresponding pages on the Wiki.*



The check dams are spaced slightly further apart than would be recommended to maximize infiltration capacity i.e. ponding isn't quite continuous between the dams.



Both sections a)triangular and, b)trapezoidal, are constrained within ratios of 8:1 H:V



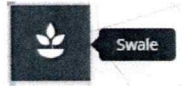
At lowest flow rates (smallest area) the trapezoidal swale (b) has the greater wetted perimeter; at higher flow rates (greater area) the triangular geometry (a) has a larger wetted perimeter for same area. Both channels modelled using ratios shown in figure above

- Enhanced grass swales may be planted with sod or seed. Stabilize swale with erosion control blanket if planting with seed. Include a temporary cover crop in native seed mix.
- The plant material on the slopes of grass channels must be capable of withstanding periodic inundation in addition to extended periods of drought. Species include grasses, groundcovers, as well as low shrub species.
- Plants along the exterior of this zone act to slow the flow during stormwater events, reducing sedimentation and increasing infiltration. The root structure of this plant material also acts to reduce erosion.
- Selected grasses or groundcovers for grassed swales should be allowed to grow between 75 to 150 mm to assist in filtering suspended solids from stormwater. Therefore these species are either shorter naturally, or tolerate periodic mowing.
- When grasses grow taller they have a tendency to flatten down from the water flow.
- Fine, close-growing species provide for good soil stabilization.
- Species are salt-tolerant due to the typical location of grass channels along roadways and parking lots.
- Erosion protection such as river stone or riprap will be required to dissipate the energy from incoming concentrated flow.
- The channel must be vegetated immediately after grading. Preferably, the swale should be planted in the spring so that the vegetation can become established with minimal irrigation.

## Modeling



It is recommended that grass and enhanced grass swales be modelled using the 'Swale' element in the TTT. A 'swale' has to connect two existing elements within the TTT Bioswales or dry swales, which have amended filter media, should be modelled as bioretention cells. The alternative is to use the 'enhanced swale' within the LID toolbox, but this incorporates fewer design parameters (and doesn't account for infiltration).



Swale element in TTT menu



Weir elements may be incorporated as check dams for detailed design

A 'swale' as a conveyance element in the TTT (key parameters)

General Info	
Upstream Node	Name of node on the inlet end of the swale (higher elevation)
Downstream Node	Name of node on the outlet end of the swale (lower elevation)
Manning's Roughness	Lower numbers indicate less surface obstruction and result in faster flow. Suggested range for mown grass (dependent on density) 0.03 – 0.06 [3]
Upstream Invert (m)	Depth of swale invert above node invert at inlet end of the swale
Downstream Invert (m)	Depth or elevation of the swale invert above the node invert at the outlet end of the swale
Cross section	
Maximum Depth (m)	Depth of the swale
Bottom Width (m)	Bottom width of the trapezoidal swale For a triangular channel, enter 0
Left Side Slope (m/m)	Left side slope (run/rise). Suggested value of 3 or 4 if design permits.
Right Side Slope (m/m)	Right side slope (run/rise). Suggested value of 3 or 4 if design permits.
Seepage (mm/hour)	Infiltration rate of native (or amended) soil

Parameters for 'enhanced swales' in the LID toolbox of the TTT

Surface	
Berm height (mm)	This is the height of the curb which constrains the overland sheet flow of water. Where the bottom of the slope discharges directly into another LID facility without impedance, the value is 0.
Surface roughness (Manning's n)	Lower numbers indicate less surface obstruction and result in faster flow. Suggested range for mown grass (dependent on density) 0.03 – 0.06 [3]
Surface slope (%)	If the slope > 3%, use Check dams to create temporary ponding, increase infiltration, and slow flow to reduce erosion.
Swale side slopes (run/rise)	Suggested value of 3 or 4 if design permits.

## Materials

Resilient turf grasses are particularly useful in the design of vegetated filter strips, dry ponds and enhanced grass swales. The Ministry of Transportation have standardized a number of grass mixes<sup>[4]</sup>. The 'Salt Tolerant Mix' is of particular value for low impact development applications alongside asphalt roadways and paved walkways.

Canada #1 Ground Cover (salt tolerant mix)

Common name	Scientific name	Proportion
Tall Fescue	<i>Festuca arundinacea</i>	25 %
Fulfs Alkali Grass	<i>Puccinellia distans</i>	20 %
Creeping Red Fescue	<i>Festuca rubra</i>	25 %
Perennial ryegrass	<i>Lolium perenne</i>	20 %
Hard Fescue	<i>Festuca trachyphylla</i>	10 %

For advice on aggregates used in underdrains, see Reservoir aggregate.

Stone or gravel can serve as a low maintenance decorative feature, but it may also serve many practical functions on the surface of an LID practice.

## Stone for erosion control

Aggregates used to line swales or otherwise dissipate energy (e.g. in forebays) should have high angularity to increase the permissible shear stress applied by the flow of water.<sup>[5]</sup> However, in some surface landscaped applications there may be a desire to use a rounded aggregate such as 'river rock' for aesthetic reasons. Rounded stones should be of sufficient size to resist being moved by the flow of water. Typical stone for this purpose ranges between 50 mm and 250 mm in diameter. The larger the stone, the more energy dissipation.

- Stone beds should be twice as thick as the largest stone's diameter.
- If the stone bed is underlain by a drainage geotextile, annual inspection and possible replacement should be performed as there is a potential for clogging of this layer to occur.



Stone lining the ponding zone of this rain garden. Image credit California Native Plant Society (<https://www.flickr.com/photos/152508454@N05/>)



Coarse angular stone laid onto a geogrid and geotextile. Image from wikimedia commons



This rain garden in a school yard uses stone as both decorative edging and for erosion control.

## Stone mulch

Finer inorganic mulch materials can be of value applied in areas with extended ponding times i.e. in the centre of recessed, bowl shaped bioretention, stormwater planters, trenches or swale practices. Inorganic mulches resist movement from flowing water and do not float. Applying a thin layer of inorganic mulch over the top of wood based mulch has been shown to reduce migration of the underlying layer by around 25% [6]. Inorganic mulches which may be available locally, include:

- Pea gravel
- River rock/beach stone
- Recycled glass
- Crushed mussel shells

### check dams

1. Ontario Ministry of Transportation, & Ontario Ministry for Transportation. (2016). Stormwater Management Requirements for Land Development Proposals. Retrieved February 26, 2018, from <http://www.mto.gov.on.ca/english/publications/drainage/stormwater/section8.shtml#controls>
2. Drainage and Hydrology Section Transportation Engineering Branch Quality and Standards Division. (1997). MTO Drainage Management Manual. Retrieved from <http://www.ontla.on.ca/library/repository/mon/12000/198363.pdf>
3. Oregon State Univ., Corvallis. Dept. of Civil, Construction and Environmental Engineering.; Environmental Protection Agency, Cincinnati ONRMRL. Storm Water Management Model Reference Manual Volume I Hydrology (Revised). 2016:233. <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P100NYRA.txt> Accessed August 23, 2017.
4. Ontario Provincial Standard Specification. (2014). Construction Specification and for Seed and Cover OPSS.PROV 804. Retrieved from [http://www.raqsrb.mto.gov.on.ca/techpubs/ops.nsf/0/3a785d2f480f9349852580820062910a/\\$FILE/OPSS.PROV.804.Nov2014.pdf](http://www.raqsrb.mto.gov.on.ca/techpubs/ops.nsf/0/3a785d2f480f9349852580820062910a/$FILE/OPSS.PROV.804.Nov2014.pdf)
5. Roger T. Kilgore and George K. Cotton, (2005) Design of Roadside Channels with Flexible Linings Hydraulic Engineering Circular Number 15, Third Edition <https://www.fhwa.dot.gov/engineering/hydraulics/pubs/05114/05114.pdf>
6. Simcock, R and Dando, J. 2013. Mulch specification for stormwater bioretention devices. Prepared by Landcare Research New Zealand Ltd for Auckland Council. Auckland Council technical report, TR2013/056

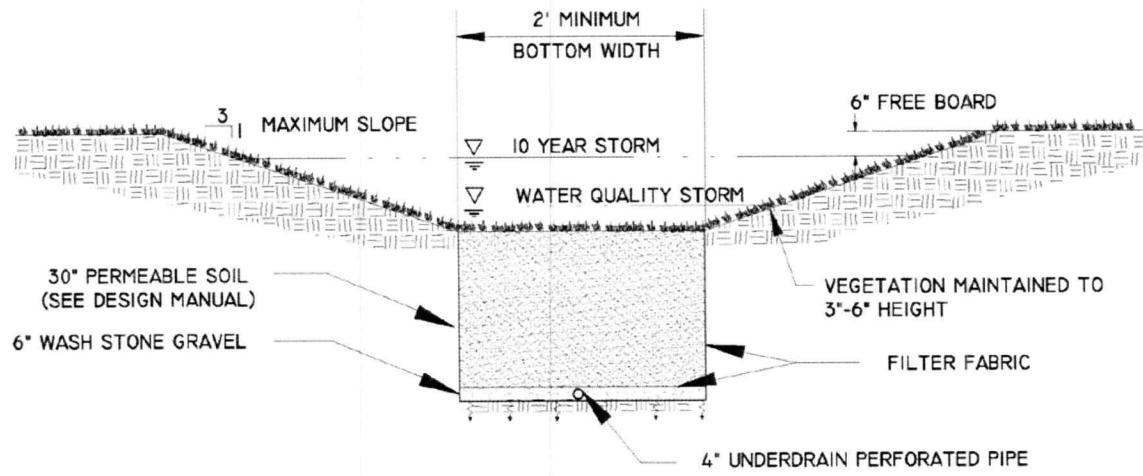
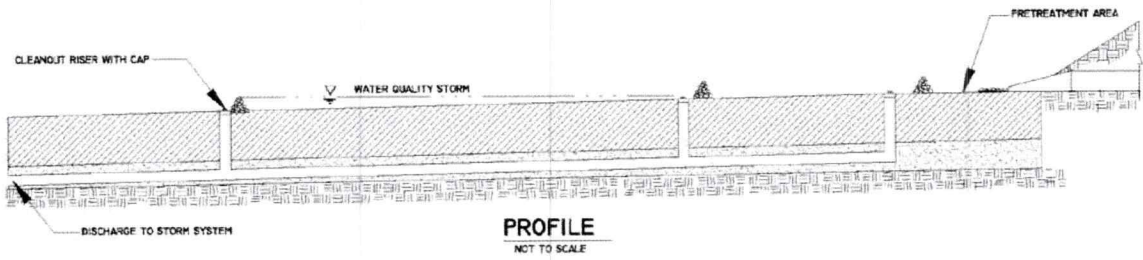
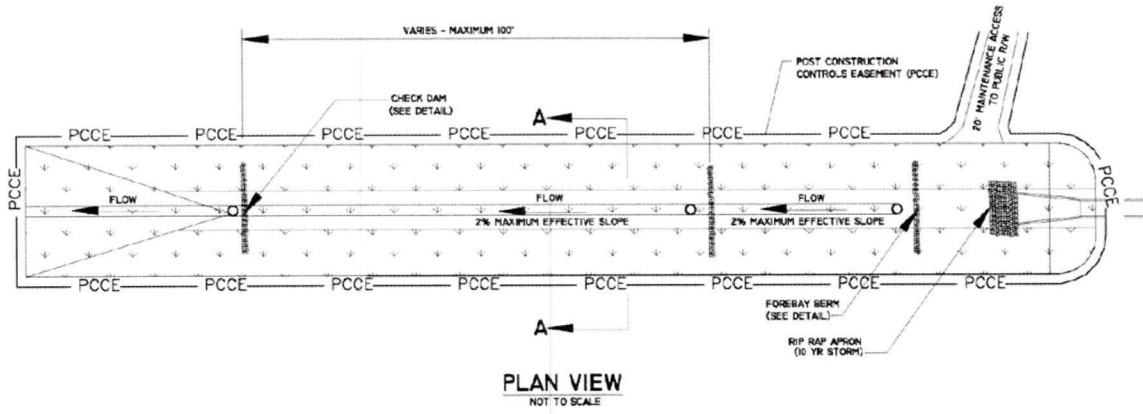
Retrieved from "[https://wiki.sustainabletechnologies.ca/index.php?title=Enhanced\\_swales&oldid=12218](https://wiki.sustainabletechnologies.ca/index.php?title=Enhanced_swales&oldid=12218)"

This page was last edited on 14 December 2021, at 19:52.

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This bioswale in a parking lot uses stone at the inlets and along the bottom of the swale to prevent erosion, as the sides are sloped.





Addendum No.1  
RFP 22-25-005 – Westwood Heights Drainage Improvements.

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**SUPPLEMENTAL INFORMATION**  
**ADDENDUM NO. 1**

PROJECT: RFP 22-25-005 – Westwood Heights Drainage Improvements.

CONTACT: Alison Bruton, Purchasing Agent  
912-754-2159 [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)

DATE ISSUED: January 19, 2022

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RFP 22-25-005 – Westwood Heights Drainage Improvements dated December 30, 2021 is hereby amended as noted herein: BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER'S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

- 1) QUESTION: Specs said up to three options. Is that still up to 3, or must have 3?  
ANSWER: Up to 3.
- 2) QUESTION: Do you have a level of service that you want to try and get to?  
ANSWER: The level of services minimum would be the 25-year storm conveyed to prevent flooding. 25-year flood event meets our current subdivision regulation standards. Other concepts might involve higher storm events, increased detention, water quality, pipe systems v. open ditch, pump stations, etc.
- 3) QUESTION: Do we want this to just be a design and then a follow-up proposal for additional services and construction management, or do we include those services with our proposal?  
ANSWER: See Section 5.1. The scope of work and cost proposal shall include the field work, concept designs, final design / construction documents, bidding, and construction administration.
- 4) QUESTION: Do we have a budget established for the construction cost?  
ANSWER: We do not.
- 5) QUESTION: Since everyone is on the IDC, can this be a simplified proposal?  
ANSWER: Yes, see Section 3.8
- 6) QUESTION: For the Geotechnical component of the RFP- can the County directly hire the Geotechnical Engineer?  
ANSWER: No, the prime consultant will need to handle this.

Addendum No.1  
RFP 22-25-005 – Westwood Heights Drainage Improvements.

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All other terms and conditions in RFP 22-25-005 remain unchanged.

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

Please sign receipt of this Addendum No. 1 below:

<u>Thomas Kennedy</u>	<u></u>	<u>01/26/22</u>
Print Name	Signature	Date

**END OF ADDENDUM NO. 1**



## Staff Report

**Subject:** Ratification of Change Order #1 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:** July 20, 2021

**Item Description:** Ratification of Change Order #1 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing

**Summary Recommendation:** Staff recommends Ratification of Change Order #1 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing in the amount of \$58,426.82

### Executive Summary/Background:

- In June, 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 Reiser Road. After further review, it was determined that Spring Hill Road should have also been included in the project, but was overlooked.
- While McLendon was onsite for Reiser Road, staff requested they include Spring Hill Road.

### Alternatives for Commission to Consider

1. Ratification of Change Order #1 for Contract with 21-25-005 with McLendon Enterprises, Inc. for TSPLOST/LMIG Road Resurfacing in the amount of \$58,426.82
2. Deny Change Order #1 and amend approved road listing to remove an unfinished road and replace it with Spring Hill Road to stay within the approved budget of project
3. 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 #1 for McLendon Enterprises, Inc.
2. Agreement for McLendon Enterprise, Inc.

# 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
	<b>TOTAL</b>			<b>\$</b>	<b>\$58,426.82</b>

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

Contractor  
McLendon Enterprises, Inc.  
2365 Aimwell Road  
Vidalia, GA 30474

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

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

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

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

**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 proceeding 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
<del>415-5000</del>	<del>1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL &amp; H LIME</del>	<del>TN</del>	<del>1552</del>	<del>\$82.03</del>	<del>\$127,310.56</del>
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
<b>Total Bid– Sandhill Road</b>		LINE 415-5000 REMOVED FROM CONTRACT \$322,125.69			<b>\$489,436.25</b>

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**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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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**

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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.*

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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 proceeding 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.

<b>Lexington Avenue Extension, 10,295 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Lexington Avenue Extension</b>					<b>\$346,714.46</b>

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<b>Exley Loop, 4,996 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid-- Exley Loop</b>					<b>\$169,198.96</b>

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<b>Center Drive, 2,284 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Center Drive</b>					<b>\$68,285.33</b>

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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
<b>Total Bid-- Old Louisville Road</b>					<b>\$285,294.03</b>

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<b>LITTLE MCCALL RD FROM HWY 119 TO ABBEY LN DR 10,680 LINEAR FEET (26 FEET WIDTH)</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>LITTLE MCCALL RD</b>					<b>\$338,911.32</b>

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## PROJECT 2 – TSPLOST

<b>Beecher Drive, 5,909 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Beecher Drive</b>					<b>\$172,927.01</b>

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<b>Red Maple Drive, 1,013 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid- Red Maple Drive</b>					<b>\$36,799.42</b>

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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
<b>Total Bid– Timbergate Lane</b>					<b>\$94,005.90</b>

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<b>Timbergate Drive, 567 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Timbergate Drive</b>					<b>\$22,134.66</b>

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<b>Timbergate Trail, 2,103 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Timbergate Trail</b>					<b>\$71,623.59</b>

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<b>Abercorn Road, 3,506 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Abercorn Road</b>					<b>\$103,140.81</b>

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<b>Abercorn Landing Road, 631 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Abercorn Landing Road</b>					<b>\$33,532.50</b>

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<b>Mill Pond Road, 11,415 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Mill Pond Road</b>					<b>\$353,646.09</b>

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<b>Waldhour Road, 5,578 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Waldhour Road</b>					<b>\$177,393.93</b>

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<b>Long Pond Road, 5,758 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Long Pond Road</b>					<b>\$160,869.62</b>

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<b>Edgewood Road, 3,271 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid-- Edgewood Road</b>					<b>\$116,379.95</b>

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<b>Zettler Loop Road, 3,586 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Zettler Loop Road</b>					<b>\$137,378.72</b>

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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
<b>Total Bid-- Harley Road</b>					<b>\$56,880.03</b>

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<b>Kelly Drive, 1,592 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid-- Kelly Drive</b>					<b>\$50,687.94</b>

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<b>Robin Road, 780 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Robin Road</b>					<b>\$31,795.43</b>

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<b>George Road, 2,473 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– George Road</b>					<b>\$77,880.94</b>

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<b>Mount Pleasant Road, 8,918 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Mount Pleasant Road</b>					<b>\$233,658.86</b>

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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
<b>Total Bid-- Railroad Avenue</b>					<b>\$88,012.79</b>

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<b>Reiser Road, 4,813 Linear Feet</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– Reiser Road</b>					<b>\$ 135,023.80</b>

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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
<b>Total Bid– Old Augusta Road S</b>					<b>\$763,337.65</b>

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<b>ALTERNATE NO. 1 – Misc. Striping and Pavement Marking Removal</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
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
<b>Total Bid– ALTERNATE NO. 1</b>					<b>\$77,800.00</b>

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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
<b>Total Bid– ALTERNATE NO. 2 Labrador Lane Cul-de-sac</b>					<b>\$18,025.00</b>

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 estimate 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 the 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, recklessness, 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.

ITB No. 21-25-005 – 2021 Road Resurfacing Project

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 29, 2021 (which is the Effective Date of the Agreement).  
*CWL*

COUNTY:

Effingham County Board of Commissioners

By: *Wesley M. Cabell*

Title: Chairman

CONTRACTOR:

McLendon Enterprises, Inc.

By: *Daniel M. M... U.P.*

Title: *U.P.*



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

Attest: *S. Johnson*

Title: County Clerk

Address for giving notices:

601 N. Laurel Street  
Springfield, GA 31329

Attest: *[Signature]*

Title: *Contract Administrator*

Address for giving notices:

*2365 Airwell 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 29th day of July, 2021 *EWL*

Effingham County Board of Commissioners  
*Wesley Corbitt*  
\_\_\_\_\_  
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

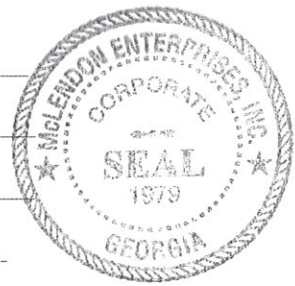
Contractor: McLendon Enterprises, Inc.

By: *[Signature]*

Title: V.P.

Date of Acceptance: July 29, 2021

*EWL*





## Staff Report

**Subject:** Approval of Change Order 2 for Marsh Construction for the Civil/Site Work of Fire Station #15 located on Hodgeville Road

**Author:** Alison Bruton, Purchasing Agent

**Department:** Fire Department

**Meeting Date:** February 15, 2022

**Item Description:** Approval of Change Order 2 for Marsh Construction

**Summary Recommendation:** Staff recommends approval of Change Order 2 in the amount of \$39,956.12 for Marsh Construction for the Civil/Site Work of Fire Station #15 located on Hodgeville Road.

### Executive Summary/Background:

- Marsh Construction has requested a change order to cover additional funds needed for various items for the civil/site work for Fire Station #15 on Hodgeville Road.
- Included in this change order is a casing placement. This will support the future force main extension in that area. Including this work now will prevent damage to the concrete and additional expenses on that future project.
- This request has been reviewed by staff and DPR Architecture.

### Alternatives for Commission to Consider

1. Approval of Change Order 2 for Marsh Construction for the Civil/Site Work of Fire Station #15 located on Hodgeville Road in the amount of \$39,965.12
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Asst. County Manager, Project Manager, Purchasing

**Funding Source:** NA

**Attachments:**

1. Change Order 1 for Marsh Construction
2. Time extension request from Marsh Construction

# Change Order # 2

Project: ITB 21-55-001A - Civil/Site Work for Hodgeville Fire Station #15

Contract Date: October 6, 2020

Change Order Effective Date: February 15, 2022

Change Order Issued to: Marsh Construction  
PO Box 372  
Statesboro, Georgia 30459

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

ITEM NO.	DESCRIPTION	UNIT	BID QTY	Unit Price	Total
1	Concrete Cost Escalation	LS	1	\$2,357.50	\$2,357.50
2	30" Steel Casing Pipe	LF	98	\$302.40	\$29,635.20
3	Additional Sand for Drain Field	CY	35	\$29.25	\$1,023.75
4	Remove and Replace Base Course	SY	144	\$12.00	\$1,728.00
5	Profit/Overhead	LS	15%	\$34,744.45	\$5,211.67

The original Contract Sum was.....\$ 215,097.34  
 Net change by previously authorized Change Orders.....\$ 0.00  
 The Contract Sum prior to this Change Order was.....\$ 215,097.34  
 The Contract Sum will be increased by this Change Order.....\$ 39,956.12  
 The new Contract Sum including this Change Order will be.....\$ 255,053.46  
 The Contract Time will be increased by **0** days  
 The Date allowed for completion is therefore **July 15, 2022**

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

Contractor  
 Marsh Construction  
 PO Box 372  
 Statesboro, GA 30459

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

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

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

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



## Marsh Construction Services, LLC

8534 Stilson Leefield Rd. Statesboro, GA 30461

Timmy Marsh 912-682-9902 ~ Travis Marsh 912-682-8678

Jason Dunn 912-663-1365

tmarshconstructionservices@gmail.com

[dunnamax@outlook.com](mailto:dunnamax@outlook.com)

Good afternoon,

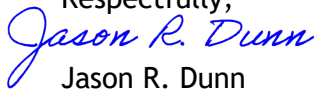
This letter is to formally request a Change Order to cover the cost escalation of concrete materials required for the project known as; “ITB No. 21-55-001A A NEW FIRE STATION No 15 CIVIL/SITE WORK HODGEVILLE ROAD”, contracted between Effingham County and Marsh Construction Services, LLC,

The request is being made to seek financial support to cover the inflated prices/additional costs over and above what was quoted at bid time and after the award of the Project and our ultimate contract with Effingham County. It is Marsh Construction Services, LLC stance, that the delays on the project were not of our Companies doing nor did we have any control over the delays. Through several communications with the County, it was determined that Marsh Construction Services, LLC needed to hold off on performing items in our contract to keep said items from potentially being damaged by others resulting in rework and the additional costs to do so. Adverse weather conditions, the infinite circumstances due to The COVID-19 Pandemic and the schedule of the Contractor erecting the Fire House structure whom have been dealing with the same issues as well.

Along with this letter are letters provide by (2) separate Ready Mix suppliers that we will be utilizing on the project to provide our concrete to our team and the cost impact we are looking to recoup through your acceptance and approval of this request is \$2357.50. This amount covers the cost of concrete materials to be purchased only.

Please let me know if there are any other items or correspondence needed to complete this request. I want to thank you for your time and consideration. Please contact me if you have any questions or concerns.

Respectfully,

  
Jason R. Dunn



912-663-1365 PO Box 372  
Statesboro, Ga 30459  
Jason Dunn dunnamax@outlook.com

912-682-8678 912-682-9902

MARSH CONSTRUCTION SERVICES, LLC, PO BOX 372 STATESBORO, GEORGIA 30459

[dunnamax@outlook.com](mailto:dunnamax@outlook.com)

# CO REQUEST RINCON FIRE STATION #15

Item XII. 9.

CUSTOMER
<b>Effingham County Board of Commissioners</b>
ATTENTION
<b>Eric Larson &amp; Brad Clement</b>
DATE:
<b>1/18/2022</b>
PROJECT NAME
<b>Fire Station #15 Effingham County</b>
PROJECT ADDRESS
<b>Hodgeville Road</b>
CITY/STATE/ZIP
<b>Guyton, GA 31312</b>
ESTIMATOR NAME
<b>Jason Dunn</b>
ESTIMATOR PHONE
<b>912-663-1365</b>
ESTIMATOR E-MAIL
<b><a href="mailto:dunnamax@outlook.com">dunnamax@outlook.com</a></b>
PLANS DATED
<b>6/15/2020</b>
PREPARED BY:
<b>Parker Engineering</b>
LATEST REVISIONS DATED
<b>7/27/2020, 12/30/2021</b>

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	CONCRETE COST ESCALATION	LS	\$2,357.50	\$2,357.50
98	30" STEEL CASING PIPE (.375" Wall Thickness, Coated and Beveled on one end) (Price includes welding joints every 20' & Open cut installation) (Price excludes Pipe Carrier, Spacers & end caps. These items to be Installed by Jack & Bore Contractor)	LF	\$302.40	\$29,635.20
35	ADDITIONAL SAND for DRAIN FIELD (Per Revised plans dated 6/15/2021)	CY	\$29.25	\$1,023.75
144	REMOVE & REPLACE BASE COURSE PREVIOUSLY PLACED (Area of open cut for sleeve install)	SY	\$12.00	\$1,728.00
15.0%	PROFIT/OVERHEAD	LS	\$34,744.45	\$5,211.67
NOTES				
	The work covered by this quotation will be only that specifically outlined herein. Proposal based on drawings designed by Parker Engineering dated 6/15/2020 and Revisions dated 7/27/2020 and 12/30/2021			
	"Total Base Bid Price" is based on all work being contracted; the schedule of values provided is for general information only. Line items in the schedule of values are indicative of the scope of work Marsh Construction Services, LLC has priced to construct. Any additions/reduction or change in scope will be subject to revised pricing.			
	Project to be built based on all grades and elevations, existing and proposed, as shown on drawings by Parker Engineering dated 6/15/2020 and Revisions dated 7/27/2020 and 12/30/2021			
	All soils are presumed suitable for use as fill, backfill and structural fill. If additional borrow is needed to replace onsite soils (considered unsuitable). Additional cost to be negotiated based on quantities needed.			
	Due to the volatile fuel market we must base all asphalt pricing on the most recent SCDOT index at the time of bid and require a pricing adjustment based on the index at the time of placement.			
	SUBTOTAL			\$39,956.12
	<b>TOTAL</b>			<b>\$39,956.12</b>

Sign Here to Accept Quote:

Authorized Rep

Date

## Staff Report

**Subject:** Approval of Change Order #1 for Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A Construction

**Author:** Alison Bruton, Purchasing Agent

**Department:** Engineering, Water/Sewer

**Meeting Date:** February 15, 2022

**Item Description:** Change Order #1 for Contract No. 21-105-002 Approval

**Summary Recommendation:** Staff recommends approval of Change Order #1 for Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A Construction to reflect a deduction in the contract price by \$34,187.42

### Executive Summary/Background:

- On February 9, 2021, five (5) sealed bids were received for the construction of the Blue Jay Water Main Extension A. BRW Construction was the lowest qualified bidder with a submittal total of \$1,281,110.00.
- This project is for the Installation of 12,020 lf of 16" diameter C900 DR 18 PVC water main, connection to existing 16" diameter water main, fire hydrants, sampling station, HDD directional bores with 16" diameter FPVC water main, 2-inch diameter air release valves, erosion and sedimentation control and miscellaneous road construction to repair Blue Jay Road from water main installation.
- As the project is coming to a close, BRW Construction is requesting Change Order #1 to reflect a deduction in the contract total in the amount of \$34,187.42, bringing the total construction cost to \$1,246,922.58

### Alternatives for Commission to Consider

1. Approval of Change Order #1 for Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A Construction to reflect a deduction in the contract price by \$34,187.42
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** *Engineering, Finance*

**Funding Source:**

**Attachments:**

1. Change Order #1

**HUSSEY GAY BELL**  
— Established 1958 —

January 11, 2022

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ  
Assistant County Manager  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329

**RE: Closeout Documents, Change Order #1 (Summary) and Pay Request #7 (Final)  
Blue Jay Road Water Main Extension A**

Dear Mr. Larson:

Forwarded herewith are the following closeout documents submitted by BRW Construction Group, LLC for the above referenced project:

- Change Order #1 (Summary) - Deduct in the amount of \$34,187.42.
- Pay Request #7 (Final) - \$115,641.08.
- Contractor's Guarantee.
- Contractor's Release.
- Statement of Surety.
- Record Drawings.
- Construction Reports.

We have reviewed Change Order #1 and recommend approval which will deduct \$34,187.42 from the original contract amount. We have reviewed Pay Request #7 and recommend payment in the amount \$115,641.08 to BRW Construction Group, LLC. This will close out the contract.

Please call me if you have any questions.

Sincerely,  
**HUSSEY GAY BELL**



Chris Burke, P.E.

cc: Brad Clement, Effingham County

January 10, 2022

Chris Burke, P. E.  
Hussey Gay Bell  
329 Commercial Drive  
Savannah, GA 31406

RE: Effingham County, GA  
Blue Jay Road Water Main Ext A

Chris,

Enclosed please find Final Pay Request #7 for the above referenced project along with Change Order #1, Contractor's Guarantee, Contractor's Release, and the Statement of Surety.

If you have any questions or need additional information, please feel free to contact me.

Regards,

**BRW CONSTRUCTION GROUP, LLC**



George J. Polites  
Project Manager

Enclosures

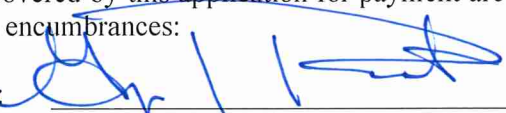
**REQUEST FOR PERIODIC PAYMENT**

**PROJECT: Effingham County, GA  
Blue Jay Road Water Main Ext A**

**PERIODIC ESTIMATE No.7 Final FROM: December 27, 2021 TO: December 31, 2021**

**CERTIFICATION OF CONTRACTOR**

I certify that to the best of my knowledge and belief that all items and amounts on the face of this Periodic Estimate and Application for Payment are correct; that all work has been performed and/or material supplied in full accordance with the terms and conditions of the Contract Document referred to on the face of this form, including all duly authorized deviations, substitutions, alterations additions, and/or deletions; that the foregoing is a true and correct statement of the Contract amount up to and including the last day of the period covered by this periodic estimate and application for payment that no part of the "TOTAL DUE THIS ESTIMATE" has been received: that all previous Progress Payments received on this Contract have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the Work covered by prior applications for payment under this Contract; and that all materials and equipment incorporated in said payment or otherwise listed in or covered by this application for payment are free and clear of all liens, claims, security interest and encumbrances:

BY: 

TITLE: Project Manager


DATE: January 4, 2022

**ENGINEER'S STATEMENT OF COMPLIANCE**

I hereby state that I have checked and verified the foregoing periodic estimate for partial payment and to the best of my knowledge and belief it is a true and correct estimate of work performed and/or material supplied by the Contractor; that the work and/or my duly authorized representatives or assistants and that it has been performed and/or supplied in substantial compliance with the requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly estimated on the basis of work performed and/or material supplied to date.

SIGNED: James Scholl/HGB  
PROJECT INSPECTOR

DATE: 1-10-22

APPROVED:   
HUSSEY, GAY, BELL

DATE: 1-10-22



# Change Order # 1

Project: Blue Jay Road Water Main Ext A

Contract Date: May 2, 2021

Change Order Effective Date: \_\_\_\_\_

Change Order Issued to: BRW Construction Group, LLC  
P.O. Box 1806  
Savannah, GA 31402

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

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
1.	16" PVC Water Main installed via Open-Cut	LF	-613	\$46.00	(\$28,198.00)
2.	16" RJ PVC Water Main installed via Open-Cut	LF	487	\$68.00	\$33,116.00
3.	16" FPVC Water Main installed via Horizontal Directional Drill	LF	-46	\$183.00	(\$8,418.00)
9.	16" RJ 45 Degree Bend	EA	2	\$1,475.00	\$ 2,950.00
10.	16" RJ 22.50 Degree Bend	EA	-3	\$1,485.00	(\$4,455.00)
11.	16" RJ 11.25 Degree Bend	EA	-2	\$1,475.00	(\$2,950.00)
13.	16" Gate Valve in Box	EA	-1	\$7,600.00	(\$7,600.00)
14.	2" ARV in Pedestal	EA	2	\$5,000.00	\$10,000.00
17.	Remove & Replace Concrete Driveway	SY	44	\$130.00	\$5,720.00
18.	Replace Asphalt Driveway	SY	-78	\$110.00	(\$8,580.00)
21.	Construction Entrance/Exit	EA	-1	\$3,000.00	(\$3,000.00)
22.	Single Row Silt Fence (SD-NS)	LF	-9980	\$1.50	(\$14,970.00)
23.	Double Row Silt Fence (SD-S)	LF	-1000	\$3.00	(\$3,000.00)
25.	Norfolk Southern Protection Services	EA	-1	\$30,000.00	(\$30,000.00)
Additional Work					
27.	16" M.J. RJ Sleeves	EA	12	\$1,475.00	\$17,700.00
28.	Connect to existing 6" Valve in Box and install 45' 6" PVC Pipe and F.H.	EA	1	\$4,200.00	\$4,200.00
29.	Fire Hydrants- Changed from 4-1/2" to 5-1/4"	EA	13	\$253.66	\$3,297.58
	<b>TOTAL</b>			<b>Decrease</b>	<b>(\$34,187.42)</b>

The original Contract Sum was.....\$ 1,281,110.00

Net change by previously authorized Change Orders.....\$ 0.00

The Contract Sum prior to this Change Order was.....\$ 1,281,110.00

The Contract Sum will be increased by this Change Order.....\$ (\$34,187.42)

The new Contract Sum including this Change Order will be.....\$ **1,246,922.58**

The Contract Time will be increased by 100 days

The Time allowed for completion is therefore December 27, 2021

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

Contractor  
BRW Construction Group, LLC  
P.O. Box 1806  
Savannah, GA 31402

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

By: 

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

Date: Jan. 4<sup>th</sup> 2022

SECTION 01450  
CONTRACT CHANGE ORDER

Item XII. 10.

PROJECT: Blue Jay Road Water Main Ext A  
CHANGE ORDER NO. One (Summary)  
PROJECT NO. \_\_\_\_\_  
CONTRACTOR: BRW Construction Group, LLC.

CONTRACT DATE: March 2<sup>th</sup> 2021

The following changes are hereby made to the Contract Documents:

Item No.	Description	Decrease in Contract Price	Increase in Contract Price
1.	16" PVC Water Main installed via Open-Cut	\$ 28,198.00	
2.	16" RJ PVC Water Main installed via Open-Cut		\$ 33,116.00
3.	16" FPVC Water Main installed via Horizontal Directional Drill	\$ 8,418.00	
9.	16" RJ 45 Degree Bend		\$ 2,950.00
10.	16" RJ 22.50 Degree Bend	\$ 4,455.00	
11.	16" RJ 11.25 Degree Bend	\$ 2,950.00	
13.	16" Gate Valve in Box	\$ 7,600.00	
14.	2" ARV in Pedestal		\$ 10,000.00
17.	Remove & Replace Concrete Driveway		\$ 5,720.00
18.	Remove & Replace Asphalt Driveway	\$ 8,580.00	
21.	Construction Entrance/Exit	\$ 3,000.00	
22.	Single Row Silt Fence(SD-NS)	\$ 14,970.00	
23.	Double Row Silt Fence(SD-S)	\$ 3,000.00	
25.	Norfolk Southern Protection Services & Flagman Charges	\$ 30,000.00	

Additional Work

27.	16" M.J. RJ Sleeves 12 @ \$1,475.00.		\$ 17,700.00
28.	Connect to existing 6" Valve in Box and install 45' 6" R.J.PVC Pipe and Fire Hydrant.		\$ 4,200.00
29.	Fire Hydrants-Changed from 4-1/2" To 5-1/4" 13 each \$253.66 Additional Cost.		\$ 3,297.58

TOTALS	\$ <u>111,171.00</u>	\$ <u>76,983.58</u>
NET CHANGE IN CONTRACT PRICE	\$ <u>(34,187.42)</u> (Decrease)	\$ _____ (Increase)

JUSTIFICATION: There were Bid Items that were not used or needed, and some additional items added due to unknown interferences and site condition.

CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	\$1,281,110.00
CONTRACT PRICE BY THIS CHANGE ORDER WILL BE DE/INCREASED BY	(34,187.42)
NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE	\$1,246,922.58
NEW DATE FOR COMPLETION OF ALL WORK WILL BE:	<u>DECEMBER 27, 2021</u>

To be effective this Change Order must be approved by the applicable County department. This document will become a supplement to the Contract and all provisions will apply hereto. This Change Order represents final release for any and all amounts due or to become due contracted for changes referred to herein. Contractor further releases all other claims, if any, except those claims previously submitted in writing in strict accordance with the terms of the contract, for additional compensation under this contract, including without limitation any rights Contractor may have for additional compensation arising out of delays or disruptions of the Contractor's schedule as may have arisen prior to the date of the modification.

REQUESTED BY:	<u>GEORGE J. POUTES</u>		<u>Project Manager</u>	<u>1/4/2022</u>
(CONTRACTOR)	NAME	SIGNATURE	TITLE	DATE

RECOMMENDED BY:	<u>Chris Burke</u>		<u>Engineer</u>	<u>1-10-22</u>
(CONSULTANT)	NAME	SIGNATURE	TITLE	DATE

ACCEPTED BY:	_____	_____	_____	_____
(ASST COUNTY MANAGER)	NAME	SIGNATURE	TITLE	DATE

APPROVED BY:	_____	_____	_____	_____
(COUNTY MANAGER)	NAME	SIGNATURE	TITLE	DATE

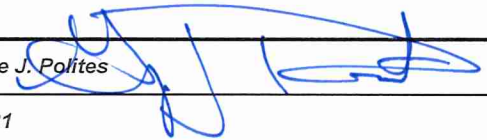

Progress Payment Request

Item XII. 10.

PROJECT NAME: Blue Jay Road Water Main Ext A	Effingham County, Georgia	BRW PROJECT NO.:	21-853
CONTRACTOR: BRW Construction Group, LLC		PAYMENT REQUEST:	7 Final
PERIOD FROM: December 27, 2021 to December 31, 2021		APPLICATION DATE:	December 31, 2021
PAGE: 1 OF 2			

REQUEST FOR PERIODIC PAYMENT

CONTRACT						PREVIOUS		CURRENT		TO DATE	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT QUAN.	UNIT PRICE	TOTAL AMOUNT	QTY/%	AMOUNT	QTY/%	AMOUNT	QTY/%	AMOUNT
P	<b>Water Distribution System</b>										
1	16" PVC Water Main Installed via Open-Cut	9,400	LF	\$46.00	\$432,400.00	9400	\$432,400.00	0	\$0.00	9400	\$432,400.00
2	16" RJ PVC Water Main installed via Open-Cut	1,100	LF	\$68.00	\$74,800.00	1100	\$74,800.00	0	\$0.00	1100	\$74,800.00
3	16" FPVC Water Main installed via Horizontal Directional Drill	1,500	LF	\$183.00	\$274,500.00	1454	\$266,082.00	0	\$0.00	1454	\$266,082.00
4	16" FPVC Water Main installed in Steel Casing	195	LF	\$185.00	\$36,075.00	195	\$36,075.00	0	\$0.00	195	\$36,075.00
5	24" Steel Casing installed via Jack and Bore	195	LF	\$450.00	\$87,750.00	195	\$87,750.00	0	\$0.00	195	\$87,750.00
6											
7	Connection to existing 16" Water Main at Blanford Elementary School via 16" RJ Tee, 16" RJ Sleeve and 16" Gate Valve w/ Box and Marker.	1	EA	\$13,500.00	\$13,500.00	1	\$13,500.00	0	\$0.00	1	\$13,500.00
8	Connection to existing 12" Water Main on Blue Jay Road via 12" RJ Sleeve, 16" x 12" RJ Reducer and 12" Gate Valve w/ Box and Marker.	1	EA	\$8,000.00	\$8,000.00	1	\$8,000.00	0	\$0.00	1	\$8,000.00
9	16" RJ 45 Degree Bend	11	EA	\$1,475.00	\$16,225.00	11	\$16,225.00	0	\$0.00	11	\$16,225.00
10	16" RJ 22.50 Degree Bend	4	EA	\$1,485.00	\$5,940.00	1	\$1,485.00	0	\$0.00	1	\$1,485.00
11	16" RJ 11.25 Degree Bend	4	EA	\$1,475.00	\$5,900.00	2	\$2,950.00	0	\$0.00	2	\$2,950.00
12	16" Gate Valve in 6' Dia Manhole	6	EA	\$12,000.00	\$72,000.00	6	\$72,000.00	0	\$0.00	6	\$72,000.00
13	16" Gate Valve with Box	2	EA	\$7,600.00	\$15,200.00	1	\$7,600.00	0	\$0.00	1	\$7,600.00
14	2" ARV in Pedestal	3	EA	\$5,000.00	\$15,000.00	3	\$15,000.00	0	\$0.00	3	\$15,000.00
15	Fire Hydrant Assembly	13	EA	\$5,600.00	\$72,800.00	12.5	\$70,000.00	0.5	\$2,800.00	13	\$72,800.00
16	Permanent Sampling Station	4	EA	\$2,200.00	\$8,800.00	4	\$8,800.00	0	\$0.00	4	\$8,800.00
17	Remove and replace Concrete Driveway	22	SY	\$130.00	\$2,860.00	22	\$2,860.00	0	\$0.00	22	\$2,860.00
18	Remove and replace Asphalt Driveway	78	SY	\$110.00	\$8,580.00	0	\$0.00	0	\$0.00	0	\$0.00
19	Remove and replace Gravel Driveway	92	SY	\$40.00	\$3,680.00	92	\$3,680.00	0	\$0.00	92	\$3,680.00
20	Grassing, Fertilization and Mulching	22,000	SY	\$0.60	\$13,200.00	22000	\$13,200.00	0	\$0.00	22000	\$13,200.00
21	Construction Entrance/Exit	1	EA	\$3,000.00	\$3,000.00	0	\$0.00	0	\$0.00	0	\$0.00
22	Single Row Slit Fence(SD-NS)	10,000	EA	\$1.50	\$15,000.00	20	\$30.00	0	\$0.00	20	\$30.00
23	Double Row Silt Fence (SD-S)	1,000	LF	\$3.00	\$3,000.00	0	\$0.00	0	\$0.00	0	\$0.00
24	Traffic Control	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00	0	\$0.00	1	\$10,000.00
25	Norfolk Southern Protection Services and Flagman Charges	1	LS	\$30,000.00	\$30,000.00	0	\$0.00	0	\$0.00	0	\$0.00
26	Grading, Spreading/disposal of excess excavated material, remove and replace signs, remove and replace monuments, tree protection, mobilization/de-mobilization, clean-up, insurance, bonds and other miscellaneous items not specifically listed but necessary for a complete job.	1	LS	\$52,900.00	\$52,900.00	1	\$52,900.00	0	\$0.00	1	\$52,900.00
27	Field Changes									1	\$48,785.58
	<b>TOTAL Water Distribution System</b>				<b>\$1,281,110.00</b>		<b>\$1,195,337.00</b>		<b>\$2,800.00</b>		<b>\$1,246,922.58</b>

		<u>Certification to Contractor</u>
Original Contract Completion Date:		I certify to the best of my knowledge and belief that all items and amounts on the face of this Periodical Estimate and Application for Payment are correct; that all work has been performed and/or material supplied in full accordance with the terms and conditions of the Contract Documents referred to on the face of this form, including all duly authorized deviations, substitutions, alterations, additions, and/or deletions; that the forgoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this periodical estimate and application for payment that no part of the "BALANCE DUE THIS PAYEMNT" has been received; that all previous Progress Payments received on this Contract have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the Work covered by prior applications for payment under this Contract; and that all materials and equipment incorporated in said payment or otherwise listed in or covered by this application for payment are free and clear of all liens, claims, security interest, and encumbrances.
Adjusted Contract Completion Date:		
Original Contract Amount:	\$1,281,110.00	
Net Change Orders: Summary Change Order- See Attached	(\$34,187.42)	
Adjusted Contract Amount:	\$1,246,922.58	
Value of Original Work Performed to Date:	\$1,246,922.58	
Value of Change Order Work Performed to Date:	\$0.00	
Total Value of all Work Performed to Date:	\$1,246,922.58	
Value of Materials Stored (This Request):	\$0.00	
Subtotal:	\$1,246,922.58	
Less 5% Retained by Owner (50% of Project is Complete):	\$0.00	
Net Amount Earned on Contract to Date:	\$1,246,922.58	
Less Amount of Previous Payments Approved:	\$1,131,281.50	
Balance Due this Request	\$115,641.08	
Contractor: BRW CONSTRUCTION GROUP, LLC		Project Manager: George J. Polites 
		Date: December 31, 2021
Engineer: Hussey Gay Bell 		HGB Inspector: James Scholl
Date: 1-10-22		Date: 1-10-22
For: Effingham County, Georgia		For: Effingham County, Georgia
Date:		Date:

**CONTRACTOR'S GUARANTEE**

**GUARANTEE FOR: Blue Jay Road Water Main Ext A**


BRW Construction Group, LLC hereby guarantees that the **Blue Jay Road Water Main Ext A**, which we have installed as work done under the above contract has been done in accordance with the drawings and specifications and that the work as installed will fulfill the requirements of the guarantee included in the specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced in so doing that may prove to be defective in its workmanship or material within a period of 12 months from the date of acceptance, December 27 , 2021, by the Owner, of the work included under the above contract, without any expenses whatsoever to the Owner.

Within 10 days after being notified in writing by the Owner of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event of our failure to so comply, Owner to proceed to have such work done at our expense and we will honor and pay the cost and charges thereof upon demand.

We agree that, in case of emergency, where, in the opinion of the Owner, delay would cause serious loss or damage to the Owner, repairs may be made without notice, and we, collectively and separately, agree to pay the cost thereof upon demand.

DATED: January 4, 2022

BRW Construction Group, LLC

SIGNED:   
Robert K. Beck, President

**CONTRACTOR'S RELEASE**

**PROJECT: Blue Jay Road Water Main Ext A**

KNOW ALL MEN BY THESE PRESENTS THAT:

BRW Construction Group, LLC (CONTRACTOR) of Chatham, Savannah County/City and State of Georgia does hereby acknowledge that upon receipt of final payment, amounting to \$ 115,641<sup>00</sup> from the OWNER, , which then represents full satisfaction and payment of all sums of money owing, payable and belonging to BRW Construction Group, LLC (CONTRACTOR) (for myself, my heirs, executors and administrators; for itself, its successors and assigns) who hereby releases **Effingham County Commissioners** from all claims and demands arising from or in connection with the said CONTRACT dated March 2, 2021 , and of and from all, and all manner of action and actions, cause and causes of action and agreements, promises, variances, damages, judgments, extent, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said OWNER, it's successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators; it, its successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to date of these presents.

IN WITNESS WHEREOF BRW Construction Group, LLC (CONTRACTOR) has caused these presents to be duly executed this 4th day of January , 2022 .

Signed, Sealed and Delivered in  
The Presence of:

\_\_\_\_\_

**BRW Construction Group, LLC** (SEAL)

By  \_\_\_\_\_  
Robert K. Beck, President

\_\_\_\_\_



STATEMENT OF SURETY COMPANY

Project: Blue Jay Road Water Main Ext A

IN ACCORDANCE with the provisions of the CONTRACT, dated January 28th, 2021, BETWEEN THE OWNER, EFFINGHAM COUNTY COMMISSIONERS AND BRW CONSTRUCTION GROUP, LLC (CONTRACTOR) THE HARTFORD FIRE INSURANCE COMPANY (SURETY).

SURETY on the Material and Labor Payment BOND of:

BRW CONSTRUCTION GROUP, LLC (CONTRACTOR)

After careful examination of the books and records of said CONTRACTOR, or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approve of the final payment of the said

BRW CONSTRUCTION GROUP, LLC (CONTRACTOR) and set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, and SURETY has hereunto set its hand and seal this day 4th of January, 2022.

ATTEST: [Handwritten signature]

(SEAL) BY: HARTFORD FIRE INSURANCE COMPANY [Handwritten signature]

CHARLES W. SEILER ATTORNEY IN FACT GA # 414695

NOTE: This statement, if executed by any other person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing instruments on behalf of the Company represented.

Sterling Seacrest Partners 1001 Whitaker Street Savannah, GA 31401 912-544-1909

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: STERLING SEACREST PARTNERS INC  
 Agency Code: 20-266390

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David E. Paddison, Deborah G. Rich, Charles W. Seiler of Savannah, GA and of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*  
 Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 1-4-22  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*  
 Kevin Heckman, Assistant Vice President

## Staff Report

**Subject:** Approval of an Amendment to the Master Equity Lease Agreement with Enterprise, and Approval of Vehicle Orders for the Prison and Coroner

**Author:** Alison Bruton, Purchasing Agent

**Department:** Multiple Departments

**Meeting Date:** February 15, 2022

**Item Description:** Approval of an Amendment to the Master Equity Lease Agreement with Enterprise, and Approval of Vehicle Orders for the Prison and Coroner

**Summary Recommendation:** Staff recommends Approval of the Amendment to the Master Equity Lease Agreement with Enterprise, and Approval of Vehicle Orders for the Prison and Coroner

### Executive Summary/Background:

- The vehicles included in this order are as follows:
  - Effingham County Coroner
    - 2022 Chevrolet Silverado 2500HD
  - Effingham County Prison
    - (4) 2022 Ford Transit Passenger Van, 10-passenger
    - The Board has approved van orders for the Prison previously, but we were unable to obtain those vehicles due to insurance issues and order closing
- The Amendment to the Master Equity Lease Agreement has been reviewed and approved to form by the County Attorney. This is a requirement from Enterprise to be able to lease/order the Prison vans.

### Alternatives for Commission to Consider

1. Approval of the Amendment to the Master Equity Lease Agreement with Enterprise, and Approval of Vehicle Orders for the Prison and Coroner
2. Denial of the Amendment to the Master Equity Lease Agreement with Enterprise, and Approval of Vehicle Orders for the Prison and Coroner
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, County Manager, Coroner, Prison, County Attorney

**Funding Source:**

**Attachments:**

1. (5) Lease Rate Quotes for the Vehicles
2. Amendment to the Master Equity Lease Agreement

Item XII. 11.

**Prepared For:** Effingham County Board of Commissioners  
Callanan, Tim

**Date:** 01/31/2022  
**AE/AM:** KW0/0JB

**Unit #**

**Year:** 2022 **Make:** Chevrolet **Model:** Silverado 2500HD  
**Series:** LT 4x4 Double Cab 8 ft. box 162.5 in. WB

**Vehicle Order Type:** In-Stock **Term:** 60 **State:** GA **Customer#:** 505556

\$ 51,730.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 3,146.22 *	License and Certain Other Charges <u>6.6000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Coroner
<b>Exterior Color</b>	(0 P) Summit White / Chrome Front Grille
<b>Interior Color</b>	(0 I) Jet Black w/Cloth Seat Trim
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 51,730.00	Total Capitalized Amount (Delivered Price)
\$ 698.36	Depreciation Reserve @ <u>1.3500%</u>
\$ 205.03	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 903.39</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 41.53	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 41.53 Additional Services SubTotal**

\$ 0.00	Sales Tax <u>0.0000%</u>	<b>State</b>
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**\$ 944.92 Total Monthly Rental Including Additional Services**

\$ 9,828.40	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

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

**LESSEE** Effingham County Board of Commissioners

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable to the attention of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Item XII. 11.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	C	\$ 500.00
Custom Equipment	C	\$ 3,500.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 4,000.00
<b>Aftermarket Equipment Total</b>		\$ 4,000.00

**VEHICLE INFORMATION:**

2022 Chevrolet Silverado 2500HD LT 4x4 Double Cab 8 ft. box 162.5 in. WB - US

Series ID: CK20953

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$42,588	\$45,500.00
Total Options	\$2,115.75	\$2,325.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$46,398.75</b>	<b>\$49,520.00</b>

**SELECTED COLOR:**

Exterior: GAZ / GRIL-(0 P) Summit White / Chrome Front Grille

Interior: H0U-(0 I) Jet Black w/Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
00G	Not Equipped w/Heated Steering Wheel	\$-22.75	\$-25.00
1LT	Preferred Equipment Group 1LT	NC	NC
A2X	10-Way Power Driver Seat Adjuster w/Lumbar	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AU3	Power Door Locks	Included	Included
AVJ	Keyless Open & Start	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	Included	Included
B1J	Rear Wheelhouse Liners	Included	Included
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B32	Front Rubberized Vinyl Floor Mats	Included	Included
B33	Rear Rubberized Vinyl Floor Mats	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C7G	GVWR: 10,500 lbs (4,763 kgs)	Included	Included
CJ2	Dual-Zone Automatic Climate Control	Included	Included
CMPS	Compass	Included	Included
DBG	Heated Vertical Trailing Mirrors	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRIL	Chrome Front Grille	Included	Included
GT4	3.73 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
HEAD	Halogen Reflector Headlamps	Included	Included
IOR	Radio: Chevrolet Infotainment 3 System	Included	Included
JL1	Integrated Trailer Brake Controller	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KA1	Heated Driver & Front Outboard Passenger Seating	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
KPA	12-Volt Rear Auxiliary Power Outlet	Included	Included
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	STD	STD
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MCZ	2 USB Ports (1st Row)	Included	Included
MYD	Transmission: HD 6-Speed Automatic	STD	STD
N06	Electrical Lock Control Steering Column	Included	Included
N37	Manual Tilt & Telescoping Steering Column	Included	Included
NP5	Leather-Wrapped Steering Wheel	Included	Included
NQF	2-Speed Electronic Shift Transfer Case	Included	Included
PCL	Convenience Package	\$2,138.50	\$2,350.00
PYQ	Wheels: 17" Machined Aluminum	Included	Included
QHQ	Tires: LT245/75R17E AS BW	Included	Included
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
STDTM	Cloth Seat Trim	Included	Included
T3U	Front LED Fog Lamps	Included	Included
U2K	SiriusXM Radio	Included	Included
UDD	4.2" Diagonal Color Display Driver Info Center	Included	Included
UE1	OnStar & Chevrolet Connected Services Capable	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UK3	Steering Wheel Audio Controls	Included	Included
UQF	6-Speaker Audio System	Included	Included
USS	Dual Charge-Only USB Ports (2nd Row)	Included	Included
UTJ	Unauthorized Entry Theft-Deterrent System	Included	Included
UVC	Rear Vision Camera	Included	Included
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	STD	STD
ZY1	Solid Paint	STD	STD

## CONFIGURED FEATURES:

Item XII. 11.

### Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Door Handles: body-coloured  
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch, brake controller  
Fender Flares: black fender flares  
Grille: grille with chrome bar

### Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Keyless Open and Start proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote engine start - keyfob  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Front Underseat Storage Tray: locking front underseat storage tray  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Hotspot capable internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Front Fog Lights: front fog lights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade



Front Reading Lights: front and rear reading lights  
 Variable IP Lighting: variable instrument panel lighting  
 Display Type: analog appearance  
 Tachometer: tachometer  
 Voltmeter: voltmeter  
 Compass: compass  
 Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: tire specific low-tire-pressure warning  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Oil Pressure Gauge: oil pressure gauge  
 Water Temp Gauge: water temp. gauge  
 Inclinator: inclinometer  
 Transmission Oil Temp Gauge: transmission oil temp. gauge  
 Engine Hour Meter: engine hour meter  
 Clock: in-radio display clock  
 Systems Monitor: systems monitor  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Low Oil Level Warning: low-oil-level warning  
 Low Coolant Warning: low-coolant warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Brake Fluid Warning: brake-fluid warning  
 Turn Signal On Warning: turn-signal-on warning  
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
 Brake Pad Wear: brake pad wear

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: DuraLife four-wheel disc brakes  
 Vented Disc Brakes: front and rear ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: curtain 1st and 2nd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: immobilizer  
 Security System: security system  
 Panic Alarm: panic alarm  
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

LeatherSteeringWheel: leather/metal-look steering wheel

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Item XII. 11.

Item XII. 11.

**Prepared For:** Effingham County Board of Commissioners  
Callanan, Tim

**Date:** 01/28/2022  
**AE/AM:** KW0/0JB

**Unit #**

**Year** 2022 **Make** Ford **Model** Transit-150 Passenger

**Series** XL Rear-Wheel Drive Low Roof Van 130 in. WB

**Vehicle Order Type** In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 38,069.52	Capitalized Price of Vehicle <sup>1</sup>
\$ 2,388.14 *	License and Certain Other Charges <u>6.6000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Prison
<b>Exterior Color</b>	(0 P) Oxford White
<b>Interior Color</b>	(0 I) Ebony w/Ebony Inserts w/Cloth Front Buc
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 38,069.52	Total Capitalized Amount (Delivered Price)
\$ 513.94	Depreciation Reserve @ <u>1.3500%</u>
\$ 132.27	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 646.21</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 40.55	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 40.55 Additional Services SubTotal**

\$ 0.00	Sales Tax <u>0.0000%</u>	<b>State</b>
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**\$ 686.76 Total Monthly Rental Including Additional Services**

\$ 7,233.12	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

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

**LESSEE** Effingham County Board of Commissioners

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable to Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Item XII. 11.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	C	\$ 500.00
Cargo Floor Liner	C	\$ 300.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 800.00
<b>Aftermarket Equipment Total</b>		\$ 800.00

**VEHICLE INFORMATION:**

2022 Ford Transit-150 Passenger XL Rear-Wheel Drive Low Roof Van 130 in. WB - US

Series ID: K1Y

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$40,470	\$42,600.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$42,165.00</b>	<b>\$44,295.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White

Interior: CB-(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
130WB	130" Wheelbase	STD	STD
21M	Ebony Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CB_02	(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 8,550 lbs	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## CONFIGURED FEATURES:

Item XII. 11.

### Body Exterior Features:

Number Of Doors 3  
Rear Cargo Door Type: split swing-out  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers  
Body Material: fully galvanized steel body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning manual air conditioning  
Rear Air Conditioning: rear air conditioning  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: fixed rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: partial floor console with box  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio AM/FM stereo with seek-scan  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent rain detecting wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock

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Systems Monitor: systems monitor  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 Side Impact Bars: side-impact bars  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints  
 3rd Row Headrests: 3 manual adjustable third row head restraints  
 4th Row Headrest: manual adjustable fourth row head restraints  
 Number of 4th Row Headrests: 3 fourth row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 10  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Lumbar: manual driver and passenger lumbar support  
 Driver Seat Mounted Armrest: driver and passenger seat mounted armrests  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Removeable Rear Seats: removeable rear seat  
 Rear Seat Type: rear bench seat  
 3rd Row Seat Type: removable third row split-bench seat  
 Reclining 4th Row Seat: bench fourth row seat  
 Leather Upholstery: cloth front and rear seat upholstery  
 Headliner Material: full cloth headliner  
 Floor Covering: full vinyl/rubber floor covering  
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
 Shift Knob Trim: urethane shift knob  
 Cargo Space Trim: vinyl/rubber cargo space  
 Trunk Lid: plastic trunk lid/rear cargo door  
 Cargo Tie Downs: cargo tie-downs  
 Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

*Item XII. 11.*



Item XII. 11.

**Prepared For:** Effingham County Board of Commissioners  
Callanan, Tim

**Date:** 01/28/2022  
**AE/AM:** KW0/0JB

**Unit #**

**Year** 2022 **Make** Ford **Model** Transit-150 Passenger

**Series** XL Rear-Wheel Drive Low Roof Van 130 in. WB

**Vehicle Order Type** In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 38,069.52	Capitalized Price of Vehicle <sup>1</sup>
\$ 2,388.14 *	License and Certain Other Charges <u>6.6000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Prison
<b>Exterior Color</b>	(0 P) Oxford White
<b>Interior Color</b>	(0 I) Ebony w/Ebony Inserts w/Cloth Front Buc
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 38,069.52	Total Capitalized Amount (Delivered Price)
\$ 513.94	Depreciation Reserve @ <u>1.3500%</u>
\$ 132.27	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 646.21</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 40.55	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 40.55 Additional Services SubTotal**

\$ 0.00 Sales Tax 0.0000% **State**

**\$ 686.76 Total Monthly Rental Including Additional Services**

\$ 7,233.12	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

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

**LESSEE** Effingham County Board of Commissioners

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable to Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Item XII. 11.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	C	\$ 500.00
Cargo Floor Liner	C	\$ 300.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 800.00
<b>Aftermarket Equipment Total</b>		\$ 800.00

**VEHICLE INFORMATION:**

2022 Ford Transit-150 Passenger XL Rear-Wheel Drive Low Roof Van 130 in. WB - US

Series ID: K1Y

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$40,470	\$42,600.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$42,165.00</b>	<b>\$44,295.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White

Interior: CB-(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
130WB	130" Wheelbase	STD	STD
21M	Ebony Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CB_02	(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 8,550 lbs	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## CONFIGURED FEATURES:

Item XII. 11.

### Body Exterior Features:

Number Of Doors 3  
Rear Cargo Door Type: split swing-out  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers  
Body Material: fully galvanized steel body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning manual air conditioning  
Rear Air Conditioning: rear air conditioning  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: fixed rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: partial floor console with box  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio AM/FM stereo with seek-scan  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent rain detecting wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock

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Systems Monitor: systems monitor  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 Side Impact Bars: side-impact bars  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints  
 3rd Row Headrests: 3 manual adjustable third row head restraints  
 4th Row Headrest: manual adjustable fourth row head restraints  
 Number of 4th Row Headrests: 3 fourth row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 10  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Lumbar: manual driver and passenger lumbar support  
 Driver Seat Mounted Armrest: driver and passenger seat mounted armrests  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Removeable Rear Seats: removeable rear seat  
 Rear Seat Type: rear bench seat  
 3rd Row Seat Type: removable third row split-bench seat  
 Reclining 4th Row Seat: bench fourth row seat  
 Leather Upholstery: cloth front and rear seat upholstery  
 Headliner Material: full cloth headliner  
 Floor Covering: full vinyl/rubber floor covering  
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
 Shift Knob Trim: urethane shift knob  
 Cargo Space Trim: vinyl/rubber cargo space  
 Trunk Lid: plastic trunk lid/rear cargo door  
 Cargo Tie Downs: cargo tie-downs  
 Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

*Item XII. 11.*

Item XII. 11.

**Prepared For:** Effingham County Board of Commissioners  
Callanan, Tim

**Date:** 01/28/2022  
**AE/AM:** KW0/0JB

**Unit #**

**Year** 2022 **Make** Ford **Model** Transit-150 Passenger

**Series** XL Rear-Wheel Drive Low Roof Van 130 in. WB

**Vehicle Order Type** In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 38,069.52	Capitalized Price of Vehicle <sup>1</sup>
\$ 2,388.14 *	License and Certain Other Charges <u>6.6000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Prison
<b>Exterior Color</b>	(0 P) Oxford White
<b>Interior Color</b>	(0 I) Ebony w/Ebony Inserts w/Cloth Front Buc
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 38,069.52	Total Capitalized Amount (Delivered Price)
\$ 513.94	Depreciation Reserve @ <u>1.3500%</u>
\$ 132.27	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 646.21</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 40.55	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 40.55 Additional Services SubTotal**

\$ 0.00	Sales Tax <u>0.0000%</u>	<b>State</b>
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**\$ 686.76 Total Monthly Rental Including Additional Services**

\$ 7,233.12	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

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

**LESSEE** Effingham County Board of Commissioners

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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Description	(B)illed or (C)apped	Price
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<b>Aftermarket Equipment Total</b>		\$ 800.00



**VEHICLE INFORMATION:**

2022 Ford Transit-150 Passenger XL Rear-Wheel Drive Low Roof Van 130 in. WB - US

Series ID: K1Y

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
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Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$42,165.00</b>	<b>\$44,295.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White  
 Interior: CB-(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
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301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CB_02	(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 8,550 lbs	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## CONFIGURED FEATURES:

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### Body Exterior Features:

Number Of Doors 3  
Rear Cargo Door Type: split swing-out  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers  
Body Material: fully galvanized steel body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning manual air conditioning  
Rear Air Conditioning: rear air conditioning  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: fixed rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: partial floor console with box  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio AM/FM stereo with seek-scan  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent rain detecting wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock

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Systems Monitor: systems monitor  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 Side Impact Bars: side-impact bars  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints  
 3rd Row Headrests: 3 manual adjustable third row head restraints  
 4th Row Headrest: manual adjustable fourth row head restraints  
 Number of 4th Row Headrests: 3 fourth row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 10  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Lumbar: manual driver and passenger lumbar support  
 Driver Seat Mounted Armrest: driver and passenger seat mounted armrests  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Removeable Rear Seats: removeable rear seat  
 Rear Seat Type: rear bench seat  
 3rd Row Seat Type: removable third row split-bench seat  
 Reclining 4th Row Seat: bench fourth row seat  
 Leather Upholstery: cloth front and rear seat upholstery  
 Headliner Material: full cloth headliner  
 Floor Covering: full vinyl/rubber floor covering  
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
 Shift Knob Trim: urethane shift knob  
 Cargo Space Trim: vinyl/rubber cargo space  
 Trunk Lid: plastic trunk lid/rear cargo door  
 Cargo Tie Downs: cargo tie-downs  
 Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

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Item XII. 11.

**Prepared For:** Effingham County Board of Commissioners  
Callanan, Tim

**Date:** 01/28/2022  
**AE/AM:** KW0/0JB

**Unit #**

**Year** 2022 **Make** Ford **Model** Transit-150 Passenger

**Series** XL Rear-Wheel Drive Low Roof Van 130 in. WB

**Vehicle Order Type** In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 38,069.52	Capitalized Price of Vehicle <sup>1</sup>
\$ 2,388.14 *	License and Certain Other Charges <u>6.6000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Prison
<b>Exterior Color</b>	(0 P) Oxford White
<b>Interior Color</b>	(0 I) Ebony w/Ebony Inserts w/Cloth Front Buc
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 38,069.52	Total Capitalized Amount (Delivered Price)
\$ 513.94	Depreciation Reserve @ <u>1.3500%</u>
\$ 132.27	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 646.21</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 40.55	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 40.55 Additional Services SubTotal**

\$ 0.00 Sales Tax 0.0000% **State**

**\$ 686.76 Total Monthly Rental Including Additional Services**

\$ 7,233.12	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

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

**LESSEE** Effingham County Board of Commissioners

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable to Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Cargo Floor Liner	C	\$ 300.00
Legacy Auto Transporter	C	\$ 500.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 800.00
<b>Aftermarket Equipment Total</b>		\$ 800.00

**VEHICLE INFORMATION:**

2022 Ford Transit-150 Passenger XL Rear-Wheel Drive Low Roof Van 130 in. WB - US

Series ID: K1Y

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$40,470	\$42,600.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$42,165.00</b>	<b>\$44,295.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White  
 Interior: CB-(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
130WB	130" Wheelbase	STD	STD
21M	Ebony Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
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CB_02	(0 I) Ebony w/Ebony Inserts w/Cloth Front Bucket Seats	NC	NC
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Item XII. 11.

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Rear Air Conditioning: rear air conditioning  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: fixed rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
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Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
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Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock

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Systems Monitor: systems monitor  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
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 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
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 Seatbelt Pretensioners: front seatbelt pre-tensioners  
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 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll  
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 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints  
 3rd Row Headrests: 3 manual adjustable third row head restraints  
 4th Row Headrest: manual adjustable fourth row head restraints  
 Number of 4th Row Headrests: 3 fourth row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 10  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Lumbar: manual driver and passenger lumbar support  
 Driver Seat Mounted Armrest: driver and passenger seat mounted armrests  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Removeable Rear Seats: removeable rear seat  
 Rear Seat Type: rear bench seat  
 3rd Row Seat Type: removable third row split-bench seat  
 Reclining 4th Row Seat: bench fourth row seat  
 Leather Upholstery: cloth front and rear seat upholstery  
 Headliner Material: full cloth headliner  
 Floor Covering: full vinyl/rubber floor covering  
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
 Shift Knob Trim: urethane shift knob  
 Cargo Space Trim: vinyl/rubber cargo space  
 Trunk Lid: plastic trunk lid/rear cargo door  
 Cargo Tie Downs: cargo tie-downs  
 Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

*Item XII. 11.*

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_\_ day of January, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_\_ day of January, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") Effingham County Board of Commissioners ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Notwithstanding the provisions of Section 4 of the Agreement to the contrary, lessee shall be permitted to operate vehicles transporting people for hire subject to the following conditions:

Lessee represents and warrants that it is authorized to conduct business as a for-hire carrier in the State of Georgia where vehicles shall be utilized in a for-hire manner in the State of Georgia. Lessee represents that it has obtained and shall continue to maintain all necessary permits for applicable territories in which it shall operate a vehicle for hire and otherwise meets all requirements imposed by law of a for-hire carrier and has done all things necessary to fulfill such requirements. In the event that Lessee's status as a for-hire carrier changes in any manner, Lessee will immediately notify Lessor in writing and Lessee will be considered in default of the Master Equity Lease Agreement.

So long as Lessee is an authorized for-hire carrier and meets all requirements imposed by law, then, notwithstanding any language in the Agreement to the contrary, Lessee may utilize the leased vehicle for the transporting of persons for hire up to a seating capacity of no more than ten (10) passengers including the driver. Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances and orders relating to the transportation of persons for hire, including all insurance requirements. Lessee shall ensure that anyone operating a vehicle pursuant to the Agreement for-hire will be validly licensed for the intended use of the vehicle.

To the extent permitted by applicable law, Lessee agrees to indemnify, defend and hold Lessor harmless from any and all losses, damages, liabilities, injuries, claims, demands, expenses, fines, penalties and costs (including, without limitation, attorneys' fees and expenses) which Lessor may incur by reason of, or arising out of, Lessee's (i) breach or violation of the foregoing paragraphs, or (ii) performance of its services as a for-hire carrier. This indemnification is in addition to, and not in lieu of, the indemnification by Lessee set forth in the Agreement, and shall survive the termination of the Agreement and this Amendment.

Lessee will maintain, at its own cost, Automobile Liability Insurance with minimum limits of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or higher limits if required by law of a for-hire carrier, but in no case less than the minimum limits set forth in the Agreement or this Amendment.

Lessor shall have the right to terminate this Amendment at any time without cause, following ten (10) days prior written notice to Lessee. Lessor shall have the right to terminate this Amendment immediately with cause. Termination for cause shall include, but not be limited to, Lessee's failure to comply with any terms of this Amendment. Upon the effective date of termination, Lessee shall immediately cease all subject activities hereunder, including, but not limited to, using or operating a Scheduled Vehicle under the master Equity lease Agreement in a for-hire capacity or otherwise transporting persons for hire.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of \_\_\_\_ day of January, 2022.

\_\_\_\_\_  
Effingham County Board of Commissioners (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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

## Staff Report

**Subject:** Approval of agreement renewals with Constellation NewEnergy for natural gas for multiple County buildings

**Author:** Alison Bruton, Purchasing Agent

**Department:** Multiple

**Meeting Date:** February 15, 2022

**Item Description:** Approval of agreement renewals with Constellation NewEnergy for natural gas for multiple County buildings

**Summary Recommendation:** Staff recommends approval of agreement renewals with Constellation NewEnergy for natural gas for multiple County buildings

### Executive Summary/Background:

- These agreements will not take affect until September 2022 when the current agreements end and continue for 36 billing cycles (3 years).
- Constellation has requested approval of these agreements now to lock in the rate to prevent additional increases. They are seeing rate changes daily.

### Alternatives for Commission to Consider

1. Approval of agreement renewals with Constellation NewEnergy for natural gas for multiple County buildings
2. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Finance, Purchasing

**Funding Source:**

**Attachments:**

1. Nine (9) Constellation Agreements



**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County Board of Commissioners

**Customer Representative:** Wesley Corbitt

**Title:** Chairman

**Email Address:** abruton@effinghamcounty.org

**Phone:** 912-754-2159

**Fax:**

**Constellation Sales Executive:**

- Type of Entity:**
- Corporation (FEIN) )  Sub S Corporation  Limited Liability Company
  - Individual (SSN) )  General Partnership  Non Profit Corporation
  - Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 307 HWY 119 South Springfield Ga 31329  
Street City State Zip

**Notice Address:** 307 HWY 119 South Springfield Ga 31329  
Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	307 Hwy 119 South	Springfield	Ga	31329	5585170417
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September , 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.  
 Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:** Efigham County Board of Commissioners

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.

7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. “Force Majeure” means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.



**General Terms and Conditions**

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.



**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County Fleet Maint

**Customer Representative:** Wesley Corbitt

**Title:** Chairman

**Email Address:** abruton@effinghamcounty.org

**Phone:** 912-754-2159

**Fax:**

**Constellation Sales Executive:**

**Type of Entity:**  Corporation (FEIN )  Sub S Corporation  Limited Liability Company  
 Individual (SSN )  General Partnership  Non Profit Corporation  
 Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 804 S Laurel Street Springfield Ga 31329  
 Street City State Zip

**Notice Address:** 309 Ga-Hwy-119 Springfield Ga 31329  
 Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	309 Ga-Hwy-119	Springfield	Ga	31329	0245695932
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.  
 Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:** Effingham County Fleet Maint

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

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including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

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“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.

## General Terms and Conditions

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.





CONSTELLATION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”).

Customer Name: Effingham County Board
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abruton@effinghamcounty.org
Phone: 912-754-2159
Constellation Sales Executive:

Fax:

Type of Entity: [X] Corporation (FEIN ) [ ] Sub S Corporation [ ] Limited Liability Company
[ ] Individual (SSN ) [ ] General Partnership [ ] Non Profit Corporation
[ ] Sole Proprietorship ( ) [ ] Limited Partnership

Billing Address: 804 S Laurel Street Springfield Ga 31329
Street City State Zip

Notice Address: 700 N Pine Street Springfield Ga 31329
Street City State Zip

Facilities:

Table with 7 columns: No., (Choose One), Address, City, State, Zip, AGL Acct #. Row 1: 1, [X] Renewal, 700 N Pine St, Springfield, Ga, 31329, 5585170417.

Provide information for additional Facilities on a separate page.

FOR INTERNAL USE ONLY

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:**

Effingham County Board

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.

7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.

**General Terms and Conditions**

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.



**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County Jail  
**Customer Representative:** Wesley Corbitt  
**Title:** Chairman  
**Email Address:** Abruton@effinghamcounty.org  
**Phone:** 912-754-2159  
**Constellation Sales Executive:**

**Fax:**

**Type of Entity:**  Corporation (FEIN )  Sub S Corporation  Limited Liability Company  
 Individual (SSN )  General Partnership  Non Profit Corporation  
 Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 804 S Laurel Street Springfield Ga 31329  
Street City State Zip  
**Notice Address:** 1st Street Springfield Ga 31329  
Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	1st Street	Springfield	Ga	31329	3440509216
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.  
 Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:**

Effingham County Jail

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022



1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.

7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.

**General Terms and Conditions**

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.



CONSTELLATION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the "Agreement"), is entered by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and the customer ("Customer") indicated below (each a "Party," and collectively the "Parties").

Customer Name: Effingham County Board of Commissioners

Customer Representative: Wesley Corbitt

Title: Chairman

Email Address: abruton@effinghamcounty.org

Phone: 912-754-2159

Fax:

Constellation Sales Executive:

Type of Entity: [X] Corporation (FEIN) [ ] Sub S Corporation [ ] Limited Liability Company [ ] Individual (SSN) [ ] General Partnership [ ] Non Profit Corporation [ ] Sole Proprietorship ( ) [ ] Limited Partnership

Billing Address: 804 S Laurel Street Springfield Ga 31329
Street City State Zip

Notice Address: 130 W 1st Street Springfield Ga 31329
Street City State Zip

Facilities:

Table with 7 columns: No., (Choose One), Address, City, State, Zip, AGL Acct #. Row 1: 1, [X] Renewal, 130 W 1st Street, Springfield, Ga, 31329, 0245695932.

Provide information for additional Facilities on a separate page.

FOR INTERNAL USE ONLY

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.  
 Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:** Effingham County Board of Commissioners

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

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7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

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“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.



**General Terms and Conditions**

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.



**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County Prison  
**Customer Representative:** Wesley Corbitt  
**Title:** Chairman  
**Email Address:** abruton@effinghamcounty.org  
**Phone:** 912-754-2159  
**Constellation Sales Executive:**

**Fax:**

**Type of Entity:**  Corporation (FEIN )  Sub S Corporation  Limited Liability Company  
 Individual (SSN )  General Partnership  Non Profit Corporation  
 Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 321 Ga Hwy 119 S Springfield Ga 31329  
 Street City State Zip

**Notice Address:** 321 Ga Hwy 119 S Springfield Ga 31329  
 Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	321 Ga Hwy 119 S	Springfield	Ga	31329	9786807484
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September , 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690 The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.  
 Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ paid on

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:** Efingham county Prison

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.

7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.

## General Terms and Conditions

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

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**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

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**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County Board  
**Customer Representative:** Wesley Corbitt  
**Title:** Chairman  
**Email Address:** burton@effinghamcounty.org  
**Phone:** 912-754-2159  
**Constellation Sales Executive:**

**Fax:**

**Type of Entity:**  Corporation (FEIN )  Sub S Corporation  Limited Liability Company  
 Individual (SSN )  General Partnership  Non Profit Corporation  
 Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 804 S Laurel Street Springfield Ga 31329  
 Street City State Zip

**Notice Address:** 1002 Pine Street Springfield Ga 31329  
 Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	1002 Pine Street	Springfield	Ga	31329	5195860555
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

Approved, No Deposit

Deposit Required of \$ paid on

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:**

Effingham County Historical Museum

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

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

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

Name: Wesley Corbitt

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

Title: Chairman

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

Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.

7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.

## General Terms and Conditions

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.



**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County EMS 2  
**Customer Representative:** Wesley Corbitt  
**Title:** Chairman  
**Email Address:** abruton@effinghamcounty.org  
**Phone:** 912-754-2159  
**Constellation Sales Executive:**

**Fax:**

**Type of Entity:**  Corporation (FEIN )  Sub S Corporation  Limited Liability Company  
 Individual (SSN )  General Partnership  Non Profit Corporation  
 Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 804 S Laurel Street Springfield Ga 31329  
 Street City State Zip

**Notice Address:** 109 Goshen Commercial Pk Dr Springfield Ga 31329  
 Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	109 Goshen Commercial Pk Dr	Springfield	Ga	31329	3440509216
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

Approved, No Deposit

Deposit Required of \$ paid on

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:**

Effingham County EMS 2

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022



1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.
2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.
3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.
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5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.
6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.
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including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.

**General Terms and Conditions**

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.



**CONSTELLATION NEWENERGY – GAS DIVISION, LLC  
COMMERCIAL NATURAL GAS SALES AGREEMENT**

**Service Application**

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words "we," "us" and "our" refer to Constellation, and the words "you" and "your" refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

**Customer Name:** Effingham County EMS  
**Customer Representative:** Wesley Corbitt  
**Title:** Chairman  
**Email Address:** abruton@effinghamcounty.org  
**Phone:** 912-754-2159  
**Constellation Sales Executive:**

**Fax:**

**Type of Entity:**  Corporation (FEIN )  Sub S Corporation  Limited Liability Company  
 Individual (SSN )  General Partnership  Non Profit Corporation  
 Sole Proprietorship ( )  Limited Partnership

**Billing Address:** 804 S Laurel Street Springfield Ga 31329  
 Street City State Zip

**Notice Address:** 109 Goshen Commercial Pk Dr Springfield Ga 31329  
 Street City State Zip

**Facilities:**

No.	(Choose One)	Address	City	State	Zip	AGL Acct #
1	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal	109 Goshen Commercial Pk Dr	Springfield	Ga	31329	0245695932
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
3	<input type="checkbox"/> New <input type="checkbox"/> Renewal					
4	<input type="checkbox"/> New <input type="checkbox"/> Renewal					

Provide information for additional Facilities on a separate page.

**FOR INTERNAL USE ONLY**

Utility: Atlanta Gas & Light  
 Summary Billing: Yes No  
 Method of Payment: Check ACH Credit Card EFT  
 Estimated Service Date: September, 2022  
 End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE: Fixed Price + Transport** - The Sales Price (per Therm) which is a citygate delivered commodity price shall be \$0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of \$8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

**Estimated Monthly Usage, by Facility (Dth)**

Facilities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
<b>Total</b>												

Provide information for additional Facilities on a separate page.

Customer Charge: \$ 0 per meter per bill cycle.  
 Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- Approved, No Deposit
- Deposit Required of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Constellation Notice and Customer Service Information:**

<p><b>All Notices:</b>                  Constellation NewEnergy – Gas Division, LLC                  4 Houston Center, 1221 Lamar St., Suite 750                  Houston, TX 77010                  Attn: Contracts Administrator                  Phone: (800) 785-4373                  Facsimile: (800) 785-4374</p>	<p><b>Customer Service:</b>                  Constellation NewEnergy – Gas Division, LLC                  PO Box 4911                  Houston, TX 77210-4911                  Toll Free: (800) 785-4373                  Facsimile: (800) 785-4374                  PSC Consumer Affairs Division (404) 656-4501</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. **By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER:**

Effingham County EMS

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Wesley Corbitt  
 Title: Chairman  
 Date: 2/3/2022

1. **Term.** The Agreement will be effective on and as of the Effective Date and will expire on the End Date identified on the Service Application (“Primary Term”). Service hereunder will commence on the date the Utility switches the Facilities (defined below) to our service (the “Service Date,” with the period between the Service Date and the End Date being the “Service Term”). Approximately 60 days prior to the end of the Service Term (or any Secondary Term), we may notify you in writing regarding our desire to establish a price for a subsequent term. If we notify you, both parties agree to endeavor to mutually agree on a Sales Price and, if applicable, new terms and conditions for a renewal term (such renewal term being a “Secondary Term,” and the combination of the Primary Term and any Secondary Term(s) being the “Term”). If mutual agreement on a new price is not reached and confirmed in writing at least 15 days prior to the end of the Term, the Sales Price as set forth in the Service Application will no longer be effective at the end of the Term (“Pricing Expiration Date”). Gas supplied after the Pricing Expiration Date shall be priced at Constellation’s then current commercial variable rate and shall be subject to these Terms of Service and General Terms and Conditions. Constellation will not be responsible for any delays in the Utility switching process.

2. **Sales and Delivery.** You will purchase from us 100% of the natural gas (“Gas”) requirements of each of the locations identified on the Service Application (each a “Facility”) each month during the Service Term. We will deliver, or cause to be delivered, Gas for your account to the citygate of the applicable Utility (the “Delivery Point”), at which point title to and responsibility for the Gas will pass to you. We will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. We may, at our cost and for our account, use any interstate transportation capacity or storage released to or for your account by the Utility to transport Gas to your Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. We are a registered competitive Gas supplier in Georgia, and we will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations.

3. **Price.** The price(s) you will pay us for Gas sold hereunder (“Sales Price”) will be as set forth on the Service Application and may include fixed and/or variable components. You will pay us, for each month during the Service Term, an amount equal to the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink) multiplied by the applicable Sales Price(s), along with any other charges or credits relative to your Gas usage as indicated on the Service Application. In addition, you will pay us the Customer Charge indicated on the Service Application, and you will pay directly, or reimburse us if we have paid, all Utility Charges and Taxes.

4. **Utility Documents and Agency.** You will execute whatever documentation the Utility may require in order to recognize us as your supplier or in order to effect your participation in our supply program, and, if you currently have a transportation agreement with the Utility, you will provide us with a copy of that Agreement. You by this Agreement also appoint us as your limited agent so that we may from time to time take the actions that are necessary to provide you with service under this Agreement and any Supply Services, including, without limitation, all rights to inject Gas into and withdraw Gas from your Utility storage and/or volume banking account(s), if applicable and available. You will provide the Utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on us during the Term any obligations or authority not expressly granted in this paragraph.

5. **Consumption Management.** We will provide the nomination, scheduling and balancing services necessary to serve the full Gas requirements of the Facilities. In order to assist us in performing these obligations, you will (a) notify us (an “Operational Notice”) of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility; and (b) provide us with Gas meter readings on our reasonable request. If the Utility issues you any consumption management order (such as an operational flow order or an operational matching order), you will fully comply with such order. As long as you (i) provide us Operational Notices and, when requested, accurate meter readings; (ii) fully comply with all Utility consumption management orders; and (iii) otherwise perform your obligations under this Agreement, if the Utility imposes penalties on you or us as result of a Facility’s consumption being outside of the balancing tolerance set by the Utility, we will be responsible for any such penalty. Otherwise, you will be responsible for any such penalty. If you have interruptible distribution service with the Utility, we will have no liability arising from your failure to receive Gas as result of the interruption of such distribution service.

6. **Billing and Payment.** You will receive a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility’s billing cycle that are based upon when the Utility’s reads your meter(s). You will be responsible for paying us all amounts due under the applicable invoice. Invoices will be based upon actual metered Gas consumption; provided that we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. Invoices from us will be due 20 days after the date of the invoice, and late payments or partial payments will accrue a late payment fee equal to the greater of \$10 or 1.5% of the balance due per month, not to exceed the maximum amount allowed by law. If you in good faith dispute any charges under this Agreement, you must provide us with a written explanation of the dispute and pay any undisputed portion such charges by the date they are due. Disputed amounts subsequently determined to be due will be paid with interest accrued at the interest rate set forth above from the original due date until paid. The Parties will discharge mutual payment obligations under this Agreement through netting, such that all amounts owed by each Party to the other Party during a billing cycle under this Agreement will be netted and only the excess amount remaining due shall be paid by the Party who owes it.

7. **Service Requirements.** You will pay any Utility entry or exit fees and subscribe to the applicable Supply Services,

including, without limitation, those Supply Services indicated on the Service Application, as required by the Utility for you to receive service under this Agreement. During any Secondary Term, you agree to maintain the Utility service class and any Supply Services indicated on the Service Application. You will provide, at your expense, any necessary equipment, meters or related services, such as electric or telephone lines, that are required by applicable law, rule, regulation or tariff for you to receive service under this Agreement.

**8. Credit and Collateral.** We have reviewed and approved your credit prior to entering this Agreement, and any credit terms are reflected on the Service Application. Should we at any time during the term become reasonably concerned about your credit quality (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), we may require, and you will provide to our reasonable satisfaction, additional credit assurance in the form of prepayment, a cash deposit or a letter of credit or a payment guaranty from a credit qualified party (“Performance Assurance”).

**9. Force Majeure.** Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties’ performance during the event. "Force Majeure" means events not reasonably anticipated on the effective date hereof and not within the claiming Party’s control and specifically includes Force Majeure events declared by the Utility or the pipeline(s) we use to deliver Gas; curtailment of Gas by the Utility or curtailment of our firm transportation capacity; and the Utility’s appropriation of Gas.

**10. Definitions.** The following terms have the following definitions: “PSC” means the Public Service Commission of Georgia “Supply Services” means services offered or required by a Utility that are related to the supply of Gas, including, without limitation, standby, banking, balancing, storage, metering and billing services.

“Taxes” means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income.

“Utility” means the entity providing regulated Gas sales and/or distribution service to a Facility pursuant to applicable law, rule, regulation and tariff.

“Utility Charges” means all charges of any type imposed by a Utility, including, without limitation, those charges, surcharges and riders for or related to (i) the distribution of Gas from the Delivery Point to the applicable Facility; (ii) the establishment and maintenance of the Utility’s Gas transportation program; (iii) Supply Services; (iv) public purpose programs; and (v) equipment rental, deposits and special services or arrangements between you and the Utility.



## General Terms and Conditions

**1. Representations and Warranties.** Each Party represents and warrants that (i) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform under this Agreement; (ii) it is duly organized validly existing and in good standing under the laws of the jurisdiction of its formation; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation or order; (iv) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, subject to any equitable defenses; and (v) there are no bankruptcy, insolvency, receivership or reorganization or other arrangement proceedings pending or being contemplated, or to its knowledge threatened against it. You additionally represent and warrant that this Agreement is for Gas service that is not primarily for personal, family or household purposes.

**2. Indemnity.** You shall indemnify and save us harmless from any and all liability to anyone whomsoever arising from damages, expenses (including reasonable attorney's fees) claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property, caused by your ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. We shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the Delivery Point, and you hereby assume such duties with respect to such Gas. We further shall not be liable to you for any loss, injury or damages whatsoever resulting from use of your equipment or from the use of Gas delivered by us.

**3. Events of Default.** An "Event of Default" will mean, with respect to a Party (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not cured within three (3) business days of written notice by the Non-Defaulting Party; (b) any representation or warranty made by the Defaulting Party herein proves to have been false or misleading when made or ceases to remain true during the Term; (c) the failure by the Defaulting Party to perform any obligation (not related to payment) set forth herein (not excused by Force Majeure) and such failure is not cured within fifteen (15) business days of written notice by the Non-Defaulting Party; (d) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts as they fall due; or (e) the Defaulting Party fails to provide Performance Assurance when and as required under this Agreement within three (3) business days of written notice by the Non-Defaulting Party.

**4. Remedies.** Upon an Event of Default. If an Event of Default shall have occurred and be continuing with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall, at its sole discretion, have the right to take one or more of the following actions: (a) terminate this Agreement by declaring a date for its

early termination ("Early Termination Date"), and calculate its Termination Payment as set forth below; (b) withhold any payment due to the Defaulting Party under this Agreement; (c) immediately suspend performance and direct the Utility to shut off your Gas service; and (d) exercise any rights and remedies under this Agreement or at law with respect to any Performance Assurance. If the Non-Defaulting Party elects to declare an Early Termination Date, it shall calculate the Termination Payment and notify the Defaulting Party of such amount as soon thereafter as is reasonably practicable.

**5. Termination Payment.** The Termination Payment shall be the net present value of the economic losses ("Losses"), if any, to the Non-Defaulting Party resulting from the termination of this Agreement, determined as of the date of termination. The Non-Defaulting Party will calculate its Losses in a commercially reasonable manner by comparing (i) the value to it of the quantity of Gas to be delivered over the remaining Term at the Sales Price, including, for variable price products, the Sales Price Adder, to (ii) the market value of the same quantity of Gas, including, for variable price products, the components of the Sales Price Adder, at the Delivery Point. The Non-Defaulting Party shall determine the market value for Gas using, among other things, applicable NYMEX futures contracts and bona fide third party offers. Losses shall also include any costs and expenses reasonably incurred by the Non-Defaulting Party in entering into new arrangements to replace this Agreement, including reasonable attorneys' fees. If the Non-Defaulting Party has Losses so calculated, the Defaulting Party shall pay the Non-Defaulting Party the amount of such Losses within five (5) business days of the Non-Defaulting Party's notice thereof. If the Non-Defaulting Party does not have Losses, there will be no Termination Payment owed by either Party. The Non-Defaulting Party shall not be required to enter into a transaction to replace this Agreement in order to calculate its Termination Payment. A Termination Payment cannot be less than zero (0).

**6. Other Termination / Shut off notice.** (a) We may also terminate this Agreement on fifteen (15) days written notice if changes to the current laws, decisions, tariffs, rules, regulations or procedures of your Utility, our transporter(s) or supplier(s) adversely affect our ability to provide service hereunder. In such case, we will calculate our Termination Payment and if we have Losses, you will pay us that amount. We may also terminate this Agreement if an assumption which forms the basis of this contract (including as an example your historical consumption data provided by either you or the utility) is either inaccurate or changes materially. (b) If Constellation elects to terminate this Agreement for any reason, whether or not contained in this Section 6, we shall provide you with no less than three (3) days written notice of shut off. Our notice of termination shall also serve as notice of shut off.

**7. Warranty Disclaimer.** We warrant that the Gas meets your Utility's quality standards and that title to such Gas is free from liens and adverse claims. **WE EXPRESSLY DISCLAIM ANY OTHER WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THOSE WITH RESPECT TO CONFORMITY OF THE GAS TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**8. Limitation of Liability. LIABILITY IS LIMITED TO**

**DIRECT ACTUAL DAMAGES (WHICH WILL INCLUDE ANY TERMINATION PAYMENT) AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

**9. Confidentiality.** Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, financial advisors, attorneys and service providers, except to perform their obligations or comply with any applicable law, order, or regulation.

**10. Assignment.** Neither Party will assign, or transfer their ownership interest in, this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that we may, without your consent, assign this Agreement or any of our rights or obligations hereunder to (i) an affiliate; (ii) any entity succeeding to all or substantially all of our assets; or (iii) another Gas supplier which is willing and capable of assuming our obligations hereunder. Assignments or transfers in violation of this provision will be void.

**11. Dispute Resolution.** If you have a question or dispute under this Agreement, contact our customer service department at the number listed on the Service Application. We will promptly work with you to resolve the question or dispute. Disputes which cannot be resolved will be submitted to binding self-administered arbitration by a single arbitrator under the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, with proceedings subject to the Federal Arbitration Act. Any damages awarded must be consistent with the limitations set forth in this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT IT WILL NOT BE ABLE TO BRING AN ACTION IN A COURT OF LAW CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OTHER THAN TO COMPEL ARBITRATION OR ENFORCE AN ARBITRATION AWARD. You may contact the PSC Consumer Affairs Division at the number set forth on the Service Application.

**12. Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

**13. Notices.** Notices will be provided by hand delivery, facsimile (followed by overnight mail) or overnight mail at the addresses set forth on the Service Application. Notices will be deemed to be received when sent.

**14. Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the subject matter hereof, and this Agreement supersedes and replaces any prior agreements and understandings. Amendments to this Agreement are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. Any provision of this Agreement that is rendered unlawful will not otherwise affect the lawful obligations that arise hereunder. This Agreement may be executed in several counterparts, including by facsimile, all of which constitute one and the same Agreement. In providing services under this Agreement, we will be acting as an independent contractor and not as your partner or fiduciary.

## Staff Report

**Subject:** Consideration to Approve a Resolution of Surplus

**Author:** Alison Bruton, Purchasing Agent

**Department:** Various

**Meeting Date:** February 15, 2022

**Item Description:** Surplus

**Summary Recommendation:** Staff recommends approval of the Resolution

### Executive Summary/Background:

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

### Alternatives for Commission to Consider:

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

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** State Court, Facilities Maint., Parks and Landscaping, Purchasing

**Funding Source:** NA

**Attachments:** Resolution of Surplus

**NOTICE OF SALE**

Item XII. 13.

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on **February 15, 2022** by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

Description	Department	Year	Make	Model	Serial Number / Identifying Number	Amount	UOM
Typewriter	State Court	NA	Smith Corona	XD6700		1	ea
Vehicle	Facilities Maintenance	1994	Ford	F-350	1FDKF37F9RNB68119	1	ea
Vehicle	Park and Landscape	2005	Ford	E-150 Van	1FTRE14W15HA85792	1	ea

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

This \_\_\_\_\_ day of February 2022

\_\_\_\_\_  
Effingham County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Stephanie Johnson, County Clerk

## Staff Report

**Subject:** Water Booster Pump Station Design Change Order #1  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** March 16, 2021  
**Item Description:** Approve a change order for design to add a pressure reducing valve to the water line serving Jasper Village Development.

### Summary Recommendation:

The design and construction of the water booster station on Hodgeville Road will result in high pressure zones in some portions of the system. This is due to the pump's increased pressure and elevation changes in the system. A potential high pressure problem has been predicted by modeling for the Jasper Village Development on Old Augusta Road. A Pressure Reducing Valve is needed to counteract the pressure issue.

### Executive Summary/Background:

- Thomas and Hutton was selected for the Booster Station Design.
- Construction began on the Booster Station in the fall of 2021.
- The original design contract is \$105,100
- Change Order request is \$11,825
- New contract amount would be \$116,925.

### Alternatives for Commission to Consider

- 1 - Approve the design change order to Thomas and Hutton in the amount of \$11,825.
- 2 – Take no action and request further information
- 3 – Deny. The valve will not be added to the water line at Jasper Village, resulting in pressure problems for residents.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

**Department Review:** County Engineering; County Attorney

**Funding Source:** SPLOST.

**Attachments:** 1. Change Order request.

**ADDENDUM #1  
TO  
MASTER SERVICES CONTRACT  
FOR  
EFFINGHAM COUNTY BOARD OF COMMISSIONERS  
Contract No. 20-105-003**

ADDENDUM #                     #01                          DATE                     December 20, 2021                    

ADDENDUM TO CONTRACT NO.           20-105-003                DATE           12/20/21          

**PROJECT:      Effingham County Board of Commissioners Contract No. 20-105-003  
                    Booster Pump Station Design**

This AGREEMENT dated December 20, 2021, between **Effingham County Board of Commissioners** (Owner) and **Thomas & Hutton Engineering Co.** ("Consultant" or "Thomas & Hutton") this **20<sup>th</sup> day of December 2021**, amend their contract dated **March 9, 2020**, for work, materials, or services described below.

**1.      SCOPE OF WORK**

**A.      General Consulting Phases**

**1.      Project Team Meetings**

The Consultant shall provide attend project team meetings and conference calls at the request of the Owner. Services shall be provided on a Time and Expense basis within a stipulated budget as outlined in the cost proposal. Our scope and fees for this task are based on attendance of meetings as described herein.

**2.      Collect and Compile Existing Information**

Consultant shall review as-built information to verify the preliminary plan for improvement. The County shall make drawings, as-builts, reports, and other related information available for reproduction and use by the Engineer.

**B.      Survey Phase**

Based upon the final master plan approval by the Owner, Consultant will use existing County LIDAR and GIS data. Topographic survey will not be provided for this scope of work.

\_\_\_\_\_ **Owner's Initials**

\_\_\_\_\_ **Consultant's Initials**

**C. Design Phase**

After completion of the Survey Phase and Owner approval of the Preliminary plan, the Consultant shall prepare site development plans. These site development plans will include:

- Jasper Village Pressure Regulating Valve: Plan and profile of vault, piping and valve installation.

**D. Construction Phase**

Consultant will provide the following services for the Construction Phase:

**1. Bid Process Phase**

It is assumed that there will be no bid phase services for this scope of work. It is assumed the Booster Station Contractor will be awarded a change order for the work.

**2. Construction Observation Phase**

During the course of construction, the Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Attend final field inspections by regulating agencies for the project.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. For a project of this scale and complexity, construction is expected to take approximately 4 weeks with an estimate of two 2-hr site visit per month on average with one utilized for pay request review. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may

\_\_\_\_\_ Owner's Initials

\_\_\_\_\_ Consultant's Initials

occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

### 3. Record Drawing Phase

Consultant shall prepare record drawings based on information supplied by the Contractor. The Contractor will provide a survey regarding the constructed facilities. The survey provided by Contractor shall be certified by a registered surveyor licensed in the state in which the work is performed, if required by the governing agency. The scope does not include field work on the part of the Consultant. The information will be compiled in an AutoCAD format by the Contractor and submitted to the Consultant. The Consultant will review this information to ensure that the information submitted meets the intended design. The Consultant **shall not verify or certify** that the information submitted by the Contractor or Contractor Representative is correct. The Consultant will submit this information to the Owner. The record drawings will meet the requirements of Effingham County record drawing specifications at the time this contract is executed.

The record drawing will be compiled from field information collected during the survey phase, water, and sewer lateral locations as determined in the pad elevation survey, contractor's notes, and observations made by Consultant. The data will be presented in a format for the reviewing agency's review.

- ◆ Additional information required by the reviewing agency beyond what is reasonable and customary for record drawings, shall be billed as additional services. Examples are as follows:
  - ~ Geodetic coordinates for structures, fittings, or pipes
  - ~ Profiles for sanitary sewer, water, or storm drainage
  - ~ Roadway profiles

### E. Exclusions

Items **not** included in the scope of services are as follows:

- Permits or approvals of any kind
- Accessibility construction compliance verification
- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Georgia Department of Transportation permits or approvals
- Telephones, cable television, gas, and power distribution systems

\_\_\_\_\_ Owner's Initials

\_\_\_\_\_ Consultant's Initials



These items can be coordinated or provided, if requested by the Owner in writing.

**2. PAYMENT FOR SERVICES**

We propose that payment for our services will be as follows:

<b>Phase</b>	<b>Fee Structure</b>	<b>Fee or Time &amp; Expense Budget</b>
General Consulting:	Time & Expense – Budget	\$ 1,500.00
Pressure Valve Design:	Lump Sum	\$ 6,325.00
Construction:	Lump Sum	\$ 3,000.00
Reimbursable Expenses <sup>1</sup> :	Time & Expense – Budget	\$ 1,000.00
Additional Services:	Time & Expense – See Consulting Services Rate Sheet	
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 11,825.00</b>

<sup>1</sup> Fees include reimbursable expenses that shall be actual expenses incurred directly or indirectly in connection with the project for mileage, motel, meals, reproduction expenses, etc. This figure represents an anticipated budget to cover these reimbursable costs.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto. Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

**AMENDMENT**

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

**APPROVED:**

**THOMAS & HUTTON ENGINEERING CO.**

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

Title: Principal/Group Leader

Date: 1/19/22

**APPROVED:**

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Consultant's Initials

**Subject:** Hodgeville Road Fire Station #15 – Change order for Steel Building Price Change  
**Author:** Eric Larson, Asst. County Manager  
**Department:** County Engineering  
**Meeting Date:** February 15, 2022  
**Item Description:** Change order for Savannah Construction and Preservation to change the prices of the pre-manufactured steel building for the fire station on Hodgeville Road.

**Summary Recommendation:**

The Contractor, Savannah Construction and Preservation, claims an increase in cost from the time the building was ordered until the time the building was manufactured and delivered to the shop site. The Contractor states that circumstances beyond their control, specifically the Artic Storm in Texas in February 2021, material supply shortages as a result of COVID, supply chain interruptions for delivery of goods, and owner delays on decisions. Staff and the design consultant deny that decisions on shop drawing submittals should have caused a delay. However, staff has no way to confirm or dispute the other delays claimed. Therefore, this change order is being presented to the Board of Commissioners without staff recommendation.

**Executive Summary/Background:**

- It is noteworthy that the contractor canceled the original order and selected a second vendor to supply the building.
- The contractor states the original cost of the building was \$98,196.67. The final cost was \$179,797.07, an 83% increase.
- The contract signed in October 2020 between the County and Savannah Construction and Restoration does not include a price escalation clause due to unforeseen events. The contract is a Lump Sum cost contract and changes must be mutually agreed upon by both parties.
- Staff has reviewed the documentation provided by the contractor. While compelling, it is not supported by facts including cost data from the steel building manufacturer or due diligence by the contractor to document the justification. Staff has requested additional information, but has not received the same.
- The County is being asked to accept the documentation and approve the change order request.
- A time request is also being requested. However, a separate change order for time only was approved by the Board of Commissioners in January 2022.
- It is also noteworthy that the contractor has stated that they cannot absorb the increased cost into their lump sum contract price and intend to default on the contract if the change order is not approved.
- Original Contract Amount = \$472,019
- Change Order request = \$81,600.40
- New Contract amount, with Change order = \$553,619.40 (17% increase.)

**Alternatives for Commission to Consider**

1 - Approve the change order for the steel building to Savannah Construction and Restoration in the amount of \$81,600.40.

2 – Take no action – Request more information.

3 – Deny the change order.

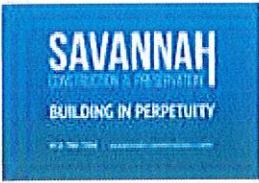
**Recommended Alternative:** Staff does not have a recommended alternative.

**Department Review:** County Engineering; County Attorney

**Funding Source:** Fire Fund.

**Attachments:**

1. Change Order Request
2. Original Contract



EFFINGHAM FIRE STATION #15,  
HODGEVILLE ROAD, SPRINGFIELD, GA

Savannah Construction & Preservation

Proposed Change Order #1

Date: 01.13.2022  
To Effingham County

Project Description: Construction of New Fire Station #15  
Proposed Change Order Number: 1

Subject to the execution by both parties, the Agreement between Savannah Construction & Preservation, and Owner is hereby revised solely as follows:

	Amount
<b>lo. 1 Description Change Order 1 - METAL BUILDING</b>	
Original Metal Building Price	\$ 98,196.67
Fabrication & Erection of Metal Building - Change in Price	\$ 66,667.00
Includes Contractor OHP & additional Bond Fees.	\$ 14,933.40
Change in Price	\$ 81,600.40
<b>New Total Metal Building Price:</b>	<b>\$179,797.07</b>

**Additional Days Requested Due to Delay:**


~~185 Days~~

The items and amounts set forth on this Change Order, together with any prior changes, constitutes full and complete changes for all material, labor, and supplies, equipment, delays, other impacts, goods, services and costs of any kind supplied by the Contractor to the Project, through and including the date of this Proposed Change Order. Contractor further agrees that all requests for change orders, field work orders or other claims for additional compensation and/or additional time, have been resolved to the satisfaction of both Owner and Contractor, unless expressly set forth below. [NOTE ANY ITEMS RELATED TO YOUR SCOPE AND THIS CHANGE WHICH YOU HAVE NOT INCLUDED]

The original Contract Value was .....	\$ 472,019.00
Sum of changes by prior Subcontract Change Orders .....	\$ 0.00
The Contract Value prior to this Subcontract Change Order was .....	\$472,019.00
The Contract Value will be changed by this Subcontract Change Order in the amount of .....	\$ 81,600.40
The new Contract Value including this Subcontract Change Order will be .....	\$553,619.40
The Contract duration will be changed by.....	<del>185 Days</del>

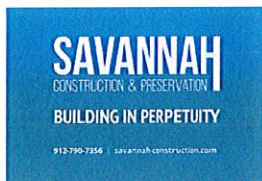
By signing below, the Subcontractor swears and affirms that the above-referenced terms and conditions are accurate and acceptable and the amounts sought are the reasonable value and required time for items referenced above.

198 Days  
previously  
approved.

**Savannah Construction & Preservation, LLC.**  
 CONTRACTOR  
 100 Bull Street, Savannah, GA 31401  
 Address \_\_\_\_\_  
 By  \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 DATE January 13, 2022

**Effingham County**  
 OWNER  
 601 N. Laurel Street  
 Springfield, Georgia  
 Address \_\_\_\_\_  
 By \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

This document shall be considered a Request for Change Order and does not constitute a modification to the original Subcontract unless and until executed by Savannah Construction & Preservation, LLC. and Subcontractor with an original returned to Savannah Construction & Preservation, LLC.



**Eric Larson**  
 Assistant County Manager  
 601 North Laurel Street  
 Springfield, GA 31329

January 13, 2021

Project: **EFFINGHAM FIRE STATION #15, HODGEVILLE ROAD, SPRINGFIELD, GEORGIA**  
**SC&P Explanation of requested Change Order 1**

Our original bid price for the metal building was \$55,970.00, quoted to SC&P by DCE Maintenance and to be provided by Maverick Steel Buildings. Maverick was selected as the company who could provide the building with the shortest delay.

- February 14, 2021 the building price increased to \$59,640.00 as the price of steel rose with the effects of Covid-19 beginning to affect the market.
- Savannah Construction & Preservation, LLC (SC&P). paid a deposit of \$11,928.00 or 20% on new amount shown above.
- February 15 -20, 2021 Texas is entirely shut down by the Artic Storm stifling production in petroleum and steel.
- March 1, 2021 we were informed the building price had now increased to \$73,500.00 and delayed in production until July at minimum and no guarantee that further escalation would not continue to occur.
- March 11, 2021 DCE Maintenance investigates alternative steel building manufacturers after much wasted conversation with original supplier.
- March 24, 2021 DCE Maintenance and SC&P entered into an agreement with Hornets Steel Buildings, Inc., who would deliver building by end of June at a new building cost of \$75,775.00.
- After which Covid-19 continued to affect the production of materials and the supply chains used to transport said materials, further delaying the start production until September.
- Shop Drawings were completed and submitted for review.
- June 30, 2021
  - RFI pertaining to Brick Selection was sent for answers necessary for building fabrication. Response received July 30, 2021.
  - RFI pertaining to L-Flashing @ Water Table was sent for answers necessary for fabrication. Response received July 30, 2021.
    - While awaiting answers building was removed from production until all design decisions had been decided and agreed upon and production could begin.
    - July 13, 2021 while awaiting answers was SC&P was notified that the building had increased again to \$92,330.00.
- Building placed back onto production list in August at the price of \$106,637.00
- Building Fabrication began in September at the final delivered price of \$112,637.00
- The total increased cost for this metal building alone is \$56,667.00
- The total Increased cost of labor to erect the metal building at a cost \$10,000.00
- Contractor OHP of 20% or \$13,333.40
- Additional P&P of \$2,250.00
- Total Building Change of \$82,250.40

Eric Davenport

CFO | Sr. Project Manager | Estimator  
 Savannah Construction & Preservation, LLC.  
 200 Blue Fin Circle, Suite 3, Savannah, GA 31410  
 C: 910-373-8734 | [eric@savannah-construction.com](mailto:eric@savannah-construction.com)

Savannah Construction & Preservation | 200 Blue Fin Circle, Suite 3 | Savannah, GA 31401 | 912-790-7356  
 100 Bull Street, Suite 2 | Savannah, GA 31401  
[savannah-construction.com](http://savannah-construction.com)



From: DCE Maintenance and Contracting  
David Carpenter  
678-859-7318  
E mail: david@dcarpenterent.com

Project: Fire Station 15 Guyton Ga

To address the time concerns and cost issues.

This building was originally bid with a manufacturer in south Georgia. By the time the contractor awarded the job tried to start production of the building many months had gone by since it was originally bid. The timeline on the original manufacturer had pushed out till may which was almost five months out. So we priced out the building with another. They came in on our price range and was shorter in production time. All manufacturers I work with require a deposit to start work. As we were waiting for the deposit time went by and prices were changing because of the demand and closures due to covid. The second manufacturer was out of Texas which had closures due to weather. Once we got the deposit into the manufacturer after taking a 2500 increase they got through design and their time pushed into late June early July. This manufacturer was also not holding any prices till it actually went into production which pushed their price to well over what the originally bid price was by almost 15000.00. They also couldn't guarantee there wouldn't be any other increases before production. So I had it re bid from the original manufacturer which came back slightly less however will hold the price with the contract. Also their time is firm for the end of June very first of July. As the volatility still continues pricing is only good for 5 days and then some don't even honor that and will just return deposits.

Thank you for your understanding, If you have any questions please call.  
David Carpenter



From: DCE Maintenance and Contracting  
David Carpenter  
678-859-7318  
E mail: david@dcarpenterent.com

Project Bid: Fire Station 15 Guyton Ga

This bid is for the Pre Engineered Metal Building.  
This bid is to consist of all structural columns and beams, purlins, PBR galvalume roof panels, PBR colored wall panels, insulation and bracing, bracing for **canopies by others, canopies not included**, for the engineered building itself and gutters and downspouts

Price does include anchor bolts.

**Price \$55,970.00**

Price is good for 15 days from 1/15/21

Width 55      Length 73      Eve Height 18      Roof Pitch 2/12      Bay See  
Drawing

Live Load 20 Wind Load 150      Coll. Load 5 Exposure B Sill Cond. Complete

Roof Panel 26 Ga PBR      Wall Panel 26Ga PBR      Columns Tapered

Roof Color Galvalume      Wall Color TBD-SIG 300      Trim Color TBD-SIG 300

Insulation 6" Roof R19, Wall R13

Walk Door 1 3070 W half glass and lever lock and dead bolt

Framed Openings 15/ 2-14x14, 9-3x5, 2-3x3.5, 1-3x3, 1-3x7 with full cover trim

Gutters and Downspouts Complete

Fasteners Lifetime with washer and 30 year finish warranty on roof and wall panels

Includes Engineer stamped erection and anchor bolt drawings.

**It is the Responsibility of the End Customer to specify and verify the design criteria to be used for the Metal Building System including all applicable loads. DCE Maintenance and Contracting is not responsible for making an independent determination of any local codes or any other requirements not part of the order documents.**

**A 20 % deposit is required for starting design drawing process and will be provided in approximately 2 weeks from deposit.**

**Remaining balance due by certified funds one week prior to delivery.**

**Sales Tax not included.**

**Anything beyond or in addition to the materials described in this proposal or the engineered building drawings are extra and will be considered a change order and subject to additional costs.**

**DCE Maintenance and Contracting makes no claim or representation as to the accuracy Environmental loads on buildings. It is the Customer or End User responsibility to verify local building code requirements.**

**Accepted by \_\_\_\_\_ Title \_\_\_\_\_**

**Date \_\_\_\_\_**

The specifications as detailed in this Contract shall govern in all instances including, but not limited to, where the related drawings indicate a specification or addition to the contrary. The Buyer, evidenced by his signature herein, accepts this provision and is solely responsible to verify the specifications as contained in this contract. It is solely the Buyer's responsibility to verify that the design loads stated on the front of this Purchase Order comply with local building and insurance codes. Buyer understands and agrees that local ordinances are outside the scope of the Seller's knowledge and that Seller assures only that the building will meet specific design loads as stated in the Purchase Order. All shipments shall be F.O.B. jobsite. Payment under this agreement shall be in the form of cashier's check payable to DCE Maintenance and Contracting one week prior to shipping. Delivery time is indicated in the contract. However, Seller does not guarantee date of delivery and in no event shall be responsible for delay damages. Seller will exercise good faith in working toward requested delivery dates. Buyer is responsible for any demurrage charges from truck line. The Seller shall provide Buyer with a packing list of materials to be delivered. Buyer shall inventory the materials at the time of delivery or waive any discrepancies. Buyer is responsible for unloading all materials delivered unless otherwise specified and must have all necessary equipment available for the unloading of materials at time of delivery. Orders may not be canceled by the Buyer without deposit forfeiture. Forfeiture of Buyer's deposit shall constitute liquidated damages on all orders canceled prior to fabrication of materials and is not intended in any manner to be a penalty. Buyer acknowledges that steel prices are consistently fluctuating and substantial increases can occur within a short period of time. Seller can only guarantee

pricing on production orders. Once a production order is accepted by Seller, the price is guaranteed unless changes to the order including delivery dates are made by the Buyer. Production orders put on hold due to changes made by the Buyer will be subject to steel increases and any surcharges or storage fees. If Buyer delays delivery for any reason after fabrication is complete, Seller will immediately invoice Buyer for contract balance and Buyer's payment is due upon receipt of invoice and Buyer agrees to pay storage fees of no less than \$100 per day per truck until order has shipped.

Seller shall not be responsible for loss of or damage to goods in transit when shipped by common carrier. Carrier will carry insurance on goods in transit. Seller will assist Buyer in submitting claims to carrier. Insurance against all risk of loss is sole responsibility of Owner from date steel is delivered. Seller shall not be responsible for spotting, switching drayage, demurrage or other transportation charges. Buyer shall hold Seller harmless from any loss, cost, claims suits, damages, and attorney's fees arising from any alleged real injury (including death or total destruction) to any person or property which arises out of work performed or materials supplied hereunder.

Materials shall be within the limits and of the sizes published by Seller, and subject to permissible variations in accordance with Seller's or Manufacturer's standard practice.

Seller warrants only that its products are free from defects in materials and workmanship on the date of shipment from the plant. Seller's obligation under this warranty shall be limited to repairing or replacing (but not dismantling and installing) such products which prove to be thus defective within one (1) year from date of the original shipment by Seller and which Seller's examination shall disclose to be thus defective. Any products so repaired as provided herein shall be subject to warranty only for the remainder of the time applicable to the original warranty period.

Buyer shall properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice on the top, ends or side of the structure. Buyer shall properly clean the roof and wall panels on a regular basis to prevent staining or discoloration of panel finishes.

Upon acceptance hereof, this order and such acceptance shall be deemed to be a contract embodying all oral and written understandings and agreements between the Buyer and DCE Maintenance and Contracting relative to this contract. This contract shall be governed by and construed according to the laws of the State of Georgia.

Buyer agrees that all disputes in connection with or incident to the contract shall be litigated, if at all, in and before a court located in the State of Georgia. Buyer hereby waives any jurisdiction or venue objections that Buyer may have to any such action of proceeding being brought in any court located in the State of Georgia.

If Seller engages the services of an attorney for the recovery of any payment due under this contract, or for the breach of any provision of this contract, Buyer agrees to pay all costs in connection with suit and attorney's fees, whether or not suit proceeds to judgment.

Seller shall not be responsible for any sales tax unless included on the reverse side hereof. Any additional sales or use tax required is the sole responsibility of the Buyer.

This contract contains the total agreement of the parties and all agreements entered into prior to the exercise of this contract are excluded whether oral or in writing.

Upon request, Seller may supply the name(s) of: contractors to install concrete, to erect the building or to install building components, or to perform other work pertaining to construction of the building; engineers to design a foundation for the building; and engineers or architects for performance of other work related to construction of the building. Seller has not investigated such persons and the provision of name(s) does not constitute a recommendation of their skill or competence. It is important that Buyer rely solely on its own investigation and conduct its own due diligence when selecting a contractor, engineer or architect.

Buyer acknowledges and agrees that Seller is not an agent, employee, or representative of and is not responsible or liable for the acts or omissions of contractors, engineers or architects.





From: DCE Maintenance and Contracting  
David Carpenter  
678-859-7318  
E mail: david@dcarpenterent.com

Project Bid: Fire Station 15 Guyton Ga

This bid is for the Pre Engineered Metal Building.  
This bid is to consist of all structural columns and beams, purlins, PBR galvalume roof panels, PBR colored wall panels, insulation and bracing, bracing for **canopies by others, canopies not included**, for the engineered building itself and gutters and downspouts

Price does include anchor bolts.

**Price \$59,640.00**

Price is good only through 2/14/21

Width 55      Length 73      Eve Height 18      Roof Pitch 2/12      Bay See  
Drawing

Live Load 20 Wind Load 150      Coll. Load 5 Exposure B Sill Cond. Complete

Roof Panel 26 Ga PBR      Wall Panel 26Ga PBR      Columns Tapered

Roof Color Galvalume      Wall Color TBD-SIG 300      Trim Color TBD-SIG 300

Insulation 6" Roof R19, Wall R13

Walk Door 1 3070 W half glass and lever lock and dead bolt

Framed Openings 15/ 2-14x14, 9-3x5, 2-3x3.5, 1-3x3, 1-3x7 with full cover trim

Gutters and Downspouts Complete

Fasteners Lifetime with washer and 30 year finish warranty on roof and wall panels

Includes Engineer stamped erection and anchor bolt drawings.

**It is the Responsibility of the End Customer to specify and verify the design criteria to be used for the Metal Building System including all applicable loads. DCE Maintenance and Contracting is not responsible for making an independent determination of any local codes or any other requirements not part of the order documents.**

**A 20 % deposit is required for starting design drawing process and will be provided in approximately 2 weeks from deposit.**

**Remaining balance due by certified funds one week prior to delivery.**

**Sales Tax not included.**

**Anything beyond or in addition to the materials described in this proposal or the engineered building drawings are extra and will be considered a change order and subject to additional costs.**

**DCE Maintenance and Contracting makes no claim or representation as to the accuracy Environmental loads on buildings. It is the Customer or End User responsibility to verify local building code requirements.**

**Accepted by \_\_\_\_\_ Title \_\_\_\_\_**

**Date \_\_\_\_\_**

The specifications as detailed in this Contract shall govern in all instances including, but not limited to, where the related drawings indicate a specification or addition to the contrary. The Buyer, evidenced by his signature herein, accepts this provision and is solely responsible to verify the specifications as contained in this contract. It is solely the Buyer's responsibility to verify that the design loads stated on the front of this Purchase Order comply with local building and insurance codes. Buyer understands and agrees that local ordinances are outside the scope of the Seller's knowledge and that Seller assures only that the building will meet specific design loads as stated in the Purchase Order. All shipments shall be F.O.B. jobsite. Payment under this agreement shall be in the form of cashier's check payable to DCE Maintenance and Contracting one week prior to shipping. Delivery time is indicated in the contract. However, Seller does not guarantee date of delivery and in no event shall be responsible for delay damages. Seller will exercise good faith in working toward requested delivery dates. Buyer is responsible for any demurrage charges from truck line. The Seller shall provide Buyer with a packing list of materials to be delivered. Buyer shall inventory the materials at the time of delivery or waive any discrepancies. Buyer is responsible for unloading all materials delivered unless otherwise specified and must have all necessary equipment available for the unloading of materials at time of delivery. Orders may not be canceled by the Buyer without deposit forfeiture. Forfeiture of Buyer's deposit shall constitute liquidated damages on all orders canceled prior to fabrication of materials and is not intended in any manner to be a penalty. Buyer acknowledges that steel prices are consistently fluctuating and substantial increases can occur within a short period of time. Seller can only guarantee

pricing on production orders. Once a production order is accepted by Seller, the price is guaranteed unless changes to the order including delivery dates are made by the Buyer. Production orders put on hold due to changes made by the Buyer will be subject to steel increases and any surcharges or storage fees. If Buyer delays delivery for any reason after fabrication is complete, Seller will immediately invoice Buyer for contract balance and Buyer's payment is due upon receipt of invoice and Buyer agrees to pay storage fees of no less than \$100 per day per truck until order has shipped. Seller shall not be responsible for loss of or damage to goods in transit when shipped by common carrier. Carrier will carry insurance on goods in transit. Seller will assist Buyer in submitting claims to carrier. Insurance against all risk of loss is sole responsibility of Owner from date steel is delivered. Seller shall not be responsible for spotting, switching drayage, demurrage or other transportation charges. Buyer shall hold Seller harmless from any loss, cost, claims suits, damages, and attorney's fees arising from any alleged real injury (Including death or total destruction) to any person or property which arises out of work performed or materials supplied hereunder. Materials shall be within the limits and of the sizes published by Seller, and subject to permissible variations in accordance with Seller's or Manufacturer's standard practice. Seller warrants only that its products are free from defects in materials and workmanship on the date of shipment from the plant. Seller's obligation under this warranty shall be limited to repairing or replacing (but not dismantling and installing) such products which prove to be thus defective within one (1) year from date of the original shipment by Seller and which Seller's examination shall disclose to be thus defective. Any products so repaired as provided herein shall be subject to warranty only for the remainder of the time applicable to the original warranty period. Buyer shall properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice on the top, ends or side of the structure. Buyer shall properly clean the roof and wall panels on a regular basis to prevent staining or discoloration of panel finishes. Upon acceptance hereof, this order and such acceptance shall be deemed to be a contract embodying all oral and written understandings and agreements between the Buyer and DCE Maintenance and Contracting relative to this contract. This contract shall be governed by and construed according to the laws of the State of Georgia. Buyer agrees that all disputes in connection with or incident to the contract shall be litigated, if at all, in and before a court located in the State of Georgia. Buyer hereby waives any jurisdiction or venue objections that Buyer may have to any such action of proceeding being brought in any court located in the State of Georgia. If Seller engages the services of an attorney for the recovery of any payment due under this contract, or for the breach of any provision of this contract, Buyer agrees to pay all costs in connection with suit and attorney's fees, whether or not suit proceeds to judgment. Seller shall not be responsible for any sales tax unless included on the reverse side hereof. Any additional sales or use tax required is the sole responsibility of the Buyer. This contract contains the total agreement of the parties and all agreements entered into prior to the exercise of this contract are excluded whether oral or in writing. Upon request, Seller may supply the name(s) of: contractors to install concrete, to erect the building or to install building components, or to perform other work pertaining to construction of the building; engineers to design a foundation for the building; and engineers or architects for performance of other work related to construction of the building. Seller has not investigated such persons and the provision of name(s) does not constitute a recommendation of their skill or competence. It is important that Buyer rely solely on its own investigation and conduct its own due diligence when selecting a contractor, engineer or architect. Buyer acknowledges and agrees that Seller is not an agent, employee, or representative of and is not responsible or liable for the acts or omissions of contractors, engineers or architects.



DCE M&C

JOB / QUOTE #: JR3080A

BLDG#: A

DATE: 3/23/2021



ACCREDITED AC472

PRIVATE LABEL		CUSTOMER & PROJECT INFORMATION				STATUS: PRODUCTION			
BUILDER: DCE MAINTENANCE & CONTRACTING		PROJECT: FIRE STATION #15				DRAWINGS: SAVANNAH CONSTRUCTION			
ADDRESS: 7433 SPOUT SPRINGS RD		ADDRESS: TBD				C/O: BRANDY DAVENPORT			
FLOWERY BRANCH, GA 30542		GUYTON, GA 31312				ADDRESS: 100 BULL ST. SUITE. 200			
CONTACT: DAVID		EMAIL: david@dcarpenterent.com				SAVANNAH, GA 31401			
PHONE: 678-859-7318									
DESIGN LOADS & BUILDING CODES									
BLDG OCCUPANCY/RISK CAT: IV - Post				COLLATERAL LOAD:(psf) 13					
BUILDING CODE: GSBC 20				ROOF LIVE LOAD:(psf) 20			LL REDUCTION: Yes		
WIND SPEED:(mph) 150				SEISMIC COEF:(Ss) 0.2946			SITE CLASS : D		
ENCLOSURE TYPE: Enclosed Exp: B				SEISMIC COEF:(S1) 0.1094			DESIGN CAT: D		
GROUND SNOW LOAD:(psf) 0				ADDITIONAL LOAD:					
ROOF SNOW LOAD:(psf)				10 Year Design wind loads used for Serviceability					
FRAMING COLORS		PRIMARY :		RED OXIDE		SECONDARY:		RED OXIDE	
BUILDING SPECIFICATION									
TYPE	WIDTH:	LENGTH	BSW HT.	FSW HT.	PEAK OFFSET	ROOF PITCH:	BAY SPACING:	LEW SPACING	REW SPACING
CS	55	73	18	18	27.5	2.000:12	1 at 21	3 at 18.33	3 at 18.33
							1 at 24		
							1 at 28		
ENDWALL TYPE			LEFT ENDWALL: NON-EXPANDABLE			RIGHT ENDWALL: NON-EXPANDABLE			
GIRT CONDITION					WALL BRACING				
FRONT SIDEWALL: BYPASS		LEFT ENDWALL: FLUSH			FRONT SIDEWALL: PORTAL FRAME		LEFT ENDWALL: NON-EXPANDABLE Frame		
BACK SIDEWALL: BYPASS		RIGHT ENDWALL: FLUSH			BACK SIDEWALL: PORTAL FRAME		RIGHT ENDWALL: NON-EXPANDABLE Frame		
RIGID FRAME									
TYPE	TRIB WIDTH (FT)	INT CO. LOC(ft)		FRAME LINE		TYPE	TRIB WIDTH(FT)	INT. CO.LOC(ft)	
RF-	11			1		RF-	14.5		
RF-	22			2					
RF-	25.5			3					
PANELS	TYPE	GA	COLOR	INSULATION	FAST. TYPE	FAST. LGTH	EAVE CONDITION		
ROOF:	PBR	26	GALVALUME	6" VRR	LL	2"	GUTTER	FSW	BSW
WALLS:	PBR	26	COLOR	4" VRR	LL	1-1/2"	GUTTER(FT)	73	73
BASE COND: FORMED BASE TRIM (B. SLATE)							DOWN(SQNTY)	4	4
FRAMED OPENING:					FULL COVER TRIM PROVIDED				
LEW	(1) 3'-5" W x 3'-5" H, window sill at 15--F.L.				FSW	(2) 14 W x 14 H--BAYS 1&2--3'-6" OFFSET			
						(1) 3 W x 5 H, window sill at 2--F.L.			
						(1) 7'-4" W x 7'-2" H--F.L.--STOREFRONT DOOR BY OTHERS			
						(1) 3 W x 5 H, window sill at 2--F.L.			
REW	(5) 3 W x 5 H, window sill at 2--F.L.				BSW	(2) 3 W x 5 H, window sill at 2--F.L.			
	(1) 3 W x 3'-6" H, window sill at 3.5--F.L.					(1) 3'-4" W x 7'-2" H--F.L.--HALF GLASS DOOR BY OTHERS			
ACCESSORIES INCLUDED :									
1	GA ENGINEER STRUCTURAL STAMP								
NOTES:									
NO DOORS OR WINDOWS PROVIDED					H/360 RIGID FRAME DEFLECTIONS APPLIED TO BUILDING				
DOOR CANOPIES ARE NOT INCLUDED					**10% UT TESTING PROVIDED IN SEISMIC "D" DESIGN**				
SUPPORT FRAMING INCLUDED FOR DOOR CANOPIES BY OTHERS AT FSW BAY 3 AND BSW BAY 1 AT 12'-6" AFF.									
WAINSCOT									
WALL ID	BAY START	BAY END	HEIGHT	PANEL TYPE	PANEL COLOR	TRIM COLOR			
2	2	3	13.3333	PBR 26	COLOR	COLOR	BRICK OVER PANELS BY OTHERS		
3	1	2	13.3333	PBR 26	COLOR	COLOR	BRICK OVER PANELS BY OTHERS		
We hereby propose to furnish the above materials for the sum of:							SUBTOTAL:	\$75,775.00	
DELIVERED TO: GUYTON, GA 31312							TAX RATE:	0.00%	
							SALES TAX:	\$ 0.00	
							TOTAL COST:	\$75,775.00	
							SALESMAN:	JON REGISTER	
**NOTE: This quote is valid for 5 days**									
MBM Makes no claims or representation as to the accuracy of Environmental Loads on Buildings. It is Customer/ End users responsibility to check Local Building Department requirements.									

GEORGIA, COOK COUNTY

THIS AGREEMENT made by and between DCE M&C Inc, a Georgia corporation having its principal office and place of doing business in Barrow County, Georgia, hereinafter known as "dealer", Savannah Construction and hereinafter known as "purchaser", witnesseth:

WHEREAS, dealer is in the business of providing materials for the construction of steel buildings; and

WHEREAS, purchaser desires to contract and agree with dealer for the purchase of materials for a steel building to be located at GUYTON, GA 31312.

NOW, THEREFORE, in consideration of the premises hereof and the covenants hereinafter made, the receipt and sufficiency of which are acknowledged by the dealer and purchaser, they do contract and agree as follows:

1. PURCHASE OF MATERIALS ONLY. Purchaser does hereby agree to purchase from dealer certain materials as described upon the specifications and materials list delivered by purchaser to dealer attached hereto as "Exhibit A" and made a part hereof by reference

2. PRICE OF MATERIALS. Dealer shall furnish all of the herein contracted for materials at and for a price of \$ 75,775.00 which shall be paid by purchaser as follows:

- (A) \$ 11,928.00 upon execution of this agreement 15%
- (B) \$ 63,847.00 upon delivery of the materials to the job site (CASHIER'S CHECK)
- (C) \$ 0.00

3. DEFINITION OF DELIVERY. Delivery, as used herein, is defined to mean physical placement of the materials purchased upon the job site, after which delivery all risk of loss shall pass to and be upon purchaser. "Delivery" does not include, in any manner, set-up, erection or installation of the materials.

4. MATERIALS AND ADDITIONAL CHANGE CHARGES. Dealer shall furnish the materials described hereinabove which shall be manufactured and delivered in a workmanlike manner according to usual trade practices. Delivery shall be made to the job site on or before the TBD. Dealer shall not become or be liable for loss, damage, delay or failure of delivery resulting from or arising out of fire, steel shortages, strike, civil commotion, natural casualties, transportation delays or any other cause beyond its control. Purchaser shall, should purchaser desire alteration of, diversion from or additions to the materials purchased hereunder and listed in said specifications, pay such extra charge therefor upon delivery as may be agreed to in writing by dealer and purchaser prior to such changes and delivery. Dealer shall not be responsible for the loss or damage to materials after delivery to job site. **DEALER SHALL NOT BE LIABLE FOR ANY SHORTAGE OF MATERIAL OR DAMAGED MATERIAL UNLESS NOTED ON DELIVERY RECEIPT. PURCHASER SHALL, SHOULD ANY FABRICATION ERRORS OCCUR, NOTIFY DEALER IMMEDIATELY. ANY CORRECTION CHARGES MUST BE PRE- APPROVED IN WRITING BY DEALER. DEALER NOT LIABLE FOR ANY CHARGES NOT PRE-APPROVED.**

5. FUNDS OWING. All funds remaining owing to dealer by purchaser after the due date thereof shall bear interest at the rate of one and one-half per cent (1.5%) per month, should said funds be sought to be recovered or collected by or through an attorney-at-law, purchaser to pay additionally thirty-three and one-third (33 1/3%) of such principal and interest as attorney's fees plus dealer's other expenses of litigation.

6. INDEMNITY. Purchaser shall at all times during the delivery of materials hold dealer harmless from, and fully indemnify it for, including, without limitation, attorney's fees and expenses of litigation, all claims for damages, losses, expenses, suits at law or in equity and all other liabilities or asserted liabilities arising out of or resulting from the acts and/or omissions of purchaser and purchaser's agents, employees, invitees and licensees.

7. LAW OF CONTRACT. This is an agreement made under the laws of Georgia and shall be construed and enforced thereunder.

8. VENUE AND JURISDICTION. Dealer and purchaser agree that in any civil action brought to enforce the terms and provisions of this agreement by either party thereto, the exclusive venue and jurisdiction thereof and therefor shall be in the Superior Court of Cook County, Georgia, with each party hereto specifically consenting and agreeing to such venue and jurisdiction in such case.

9. BINDING AGREEMENT. This agreement shall be binding upon the parties as well as their heirs, executors, administrators, successors and assigns, with, however, this agreement being non-assignable by purchaser except with the written consent of dealer.

10. ADDITIONS. Unless otherwise stated in the contract documents herein, verifications of measurements for existing buildings and/or new additions to existing structure are the sole responsibility of the Purchaser herein. Assistance in obtaining field measurements by a sales representative of Dealer herein shall not place DCE M&C Inc as the responsible party for any such measurements.

11. COMPLIANCE WITH STATE AND LOCAL BUILDING CODES: It is solely Buyer's responsibility to verify that the building codes stated on the front of this Contract complies with local building and insurance codes. Buyer understands and agrees that local ordinances are outside of the scope of the Seller's knowledge and that Seller assures only that the building will meet specific loadings as stated in the Contract.

12. QUALIFICATIONS FOR SHOP PRIMER: Steel frames and Miscellaneous components fabricated by manufacturer receive SSPC 2 preparation (Hand Tool Cleaning). All fabricated steel receives a prime coat of a SSPC 15 Shop Primer. The primer coating is not a finish coating. Unlike a finish coating our prime coating is only a preconstruction transitional coating for short term protection of the steel from fabrication to erection into the interior covered envelope of a metal building structure. Extended field exposure can result in surface corrosion, loss of adhesion from ponding water, blushing and discoloration because the coating has exceeded its designed expectations. During storage, loading, transport, unloading, and erection, blemishes and abrasions caused by slings, chains, blocking, tie-downs, etc. occur in varying degrees and should be expected. Responsibility for scheduling deliveries, site storage and field touch up of these issues upon delivery is the sole responsibility of the owner, General Contractor or painting contractor. DCE and manufacturer accept no responsibility for any field issues pertaining to the shop primed fabricated steel. All shop-painted steel and associated components stored in the field pending erection should be kept free of the ground and so positioned as to minimize water-holding pockets, dust, mud, and other contamination of the paint film. When required, provision should be made by the contractor or owner to provide alternative storage or scheduling understanding that the shop primer is only providing temporary protection. Depending upon the time of exposure and job-site conditions some tight mill scale loosen may occur, resulting in mill-scale flaking.

13. ENTIRE AGREEMENT This agreement is the entire agreement between dealer and purchaser, no prior agreements or understandings shall be valid, and shall not be altered or changed in any manner other than in writing executed by dealer and

14. ACCEPTANCE OF AGREEMENT. This agreement, even though executed by purchaser and sales representative below, shall not be binding and enforceable upon and against dealer unless and until the same shall be accepted and executed by dealer provided for hereinafter.

15. \_\_\_\_\_ (a) Buyer understands & agrees that if not ready on scheduled delivery date manufacturer will apply a storage fee at the rate of \$50/day per load. Buyer also understands & agrees to pay full balance at time of original delivery date. Storage will be in open air and unprotected from weather. Buyer understands & agrees to pay any unloading, reloading, and trucking back charges.

\_\_\_\_\_ (b) Buyer understands & agrees to accept final pricing and delivery date when buyer provides DCE M&C Inc. with written notice to proceed.

16. **PRICE INCREASES**- Buyer agrees and stipulates that, in the event seller receives notification of a price increase from any of its suppliers between the date of this contract and the dates scheduled for delivery of the metal building system, seller reserve the right, in its sole discretion and judgment, to increase the purchase price stated herein in an amount corresponding to said price increase(s) due to changes by buyer. Moreover, buyer agrees and stipulates that it shall pay to seller any and all surcharges including, but not limited to, fuel surcharges, that seller may put into effect prior to delivery of all materials covered by this contract.

17. **Jobs ordered on Approval or Permit status and jobs delayed by customer are subject to re-pricing, when released for fabrication.**

IN WITNESS WHEREOF, the parties have hereunto set their names and affixed their seals on the day and year opposite their respective names.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_,

X\_\_\_\_\_

TITLE

DAVID CARPENTER  
SALES REPRESENTATIVE  
DCE MINATENANCE AND  
CONTRACTING INC.

AGREEMENT ACCEPTED BY:

DCE MAINTENANCE AND

CONTRACTING.

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

ITS \_\_\_\_\_

(SEAL)

"DEALER"

\_\_\_\_\_ (OFFICE COPY) \_\_\_\_\_ (CUSTOMER COPY)



# DCE MAINTENANCE

JOB / QUOTE #: JR3080

BLDG#: A

DATE: 3/23/2021



ACCREDITED  
AC472

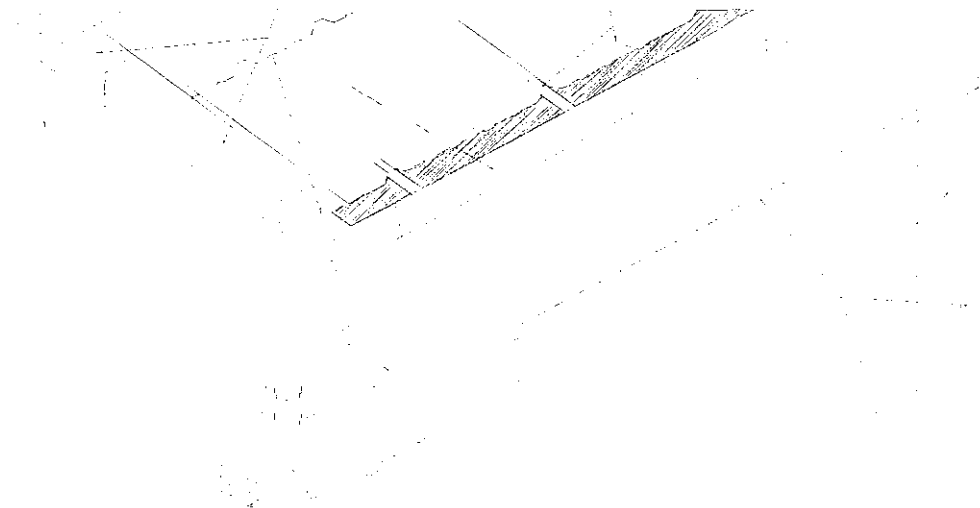
## COLOR SELECTION

NOTE: CONTRACT GOVERNS TRIM PROVIDED, SOME TRIM SHOWN MAY BE OPTIONAL.

WALL PANELS

RAKE, GUTTER, EAVE,  
PEAK & CORNER BOXES

ROOF PANELS & GUTTER STRAP



BASE TRIM

CORNER TRIM

DOWNSPOUT/STRAP

JAMB, HEAD, SILL & COVER TRIM

## JOBSITE DIRECTIONS

Empty space for jobsite directions.

# Hornet Steel Buildings, Inc.

## CHANGE ORDER

DATE: 7/13/2021  
JOB#: 6964  
CUSTOMER: DCE MAINTENANCE  
CHANGE ORDER #: 1

1---UPDATE PRICE TO CURRENT PRICING AND RELEASE IN PRODUCTION STATUS. (PROJECT CURRENTLY ON HOLD)

2---MAKE ROOF PANELS BE A STD. COLOR (SIG.200)--WILL NEED COLOR ASAP

3---MAKE ALL PANELS BEHIND AREAS WHERE BRICK ARE SHOWN (ONLY) ON ARCHITECT DRAWINGS BE GALVALUME WITH 1" HORIZONTALLY RUN HAT CHANNEL ATTACHED TO THE HIGH RIBS FOLLOWED BY ANOTHER VERTICAL RUN OF ASH GRAY VERTICAL PBR PANELS TO ATTACH TO THE HAT CHANNEL. ALL NECESSARY TRIM PROVIDED AT THESE OFFSET AREAS--FSW BAY 3 AND REW BAYS 1-2.

4---COLORS--FSW BAYS 1-2--CHARCOAL GRAY//FSW BAY 3 ABOVE BRICK--ASH GRAY  
REW BAYS 1-2 ABOVE BRICK--ASH GRAY// REW BAY 3--CHARCOAL GRAY  
BSW--ASH GRAY  
LEW--ASH GRAY

ORIGINAL CONTRACT AMOUNT	\$ 69,775.00
CHANGE ORDER #1:	\$ 22,555.00
NEW CONTRACT AMOUNT:	\$ 92,330.00

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



DCE Maintenance and Contracting

Chane Order 1 Contract with Savannah Construction for Fire Station 15

1 Update price to current pricing and release in production status. (Project currently on hold)

2 Make roof panels Galvalume as original contract

3 Wall panels as designed originally by manufacturer and as approved on shop drawings.

4 Colors FSW bays 1-2 charcoal gray //FSW bay 3 above brick ash gray

REW Bays 1-2 above brick ash gray // REW bay 3 charcoal gray

BSW ash gray

LEW ash gray

Original contract amount \$75,775.00

Change order 1           \$ 36,862.00

New contract amount   \$ 112,637.00

Accepted by \_\_\_\_\_

Title                   \_\_\_\_\_

DCE Maintenance and Contracting

Change Order 1 Contract with Savannah Construction for Fire Station 15

- 1 Update price to current pricing and release in production status. (Project currently on hold)
- 2 Make roof panels Galvalume as original contract
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REW Bays 1-2 above brick ash gray // REW bay 3 charcoal gray

BSW ash gray

LEW ash gray

Original contract amount \$75,775.00

Change order 1 \$ 36,862.00

New contract amount \$ 112,637.00 ~~AA~~

Accepted by   
Title CEO

Delivered by November 1st. ~~AA~~



From: DCE Maintenance and Contracting  
David Carpenter  
678-859-7318  
E mail: [david@dcarpenterent.com](mailto:david@dcarpenterent.com)

Shipping Notice

To: Savannah Construction.

We have your building scheduled to deliver on 11/15/2021

Balance due Per contract to driver by Cashier's Check:

Make check payable to Hornet Steel Buldings **\$100,709.00**

Upon the arrival of the truck, the customer will be given two hours to unload. Any deliveries that extend beyond these allowed times will be charged a detention fee of \$75/hr.

All jobs rescheduled after receiving signed shipping notice will be charged a storage fee at a rate of \$50/ day per load. Storage will be in open air and unprotected from weather. All unloading, and reloading and return trucking fees will apply.

Please inventory the materials per the Bill of Materials provided as you unload the truck. Inform DCE Maintenance and Contracting of any damaged material or shortages as soon as possible.

You must provide equipment for unloading.

**If shipping notice is not returned within 48 hours delivery date is subject to change.**

If you have any questions please call.

Accepted by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

---

## Buildings

2 messages

---

**David Carpenter** <david@dcarpenterent.com>

Wed, Mar 24, 2021 at 1:26 PM

To: "brandy@savannah-construction.com" <brandy@savannah-construction.com>

Manu 1, this supplier is the one that we have already contracted with. They have shop drawings. They are end of June first of July. IAS Certified 73500.00 my price. Has pending increases but cant guarantee no other increases.

Manu 2, this was the original I quoted with but their timeline was end of may originally. They are now end of June. Will be 2 weeks for shop drawings. IAS Certified. 69775.00 My price. Once contract is signed no change in price.

Manu 3, two weeks for shop drawings, 8-12 weeks, no change in price once signed. Not IAS certified. 63975.00 my price. Is manufactured to the same specs but do not pay for the certification.

I had 7240.00 profit after the 2500 hit.

I will forward these quotes, the third will come later this afternoon.

Thank you,

David Carpenter


678-859-7318

david@dcarpenterent.com

---

### 2 attachments

 **David Carpenter cont Final.pdf**  
746K

 **H Quote 3-23.pdf**  
158K

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**Brandy Davenport** <brandy@savannah-construction.com>

Tue, Mar 30, 2021 at 3:45 PM

To: Eric Davenport <eric@savannah-construction.com>

[Quoted text hidden]

--

Brandy Davenport  
CEO

**Savannah Construction and Preservation, LLC- WBE**

200 Blue Fin Circle / 100 Bull Street  
Suite 3 Suite 2  
Savannah, GA 31410 Savannah, GA 31401



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**2 attachments**



**David Carpenter cont Final.pdf**  
746K



**H Quote 3-23.pdf**  
158K

Compose

Delete forever

**Subject:** Metal Building Change Order Justification

Mail

Hello,

■ Categories

We are sending in for a change order to Effingham County due to the fact that was before the brunt of COVID hit, the Texas freeze, and before reasons that the building increased 100%? Materials, labor rate:

**Social** 3

**Updates** 629

**Forums** 3

**Promotions** 441

Just to be clear, I am not disputing or complaining about the cost, I am wondering if it would be possible for you provide any justification

Chat

Thank you,



Nate Brunson

COO | Chief of Business Development | Construction Manager

No conversations  
Start a chat

100 Bull Street, Suite 200  
Savannah, Georgia 31401

Spaces

C: 912-429-0609 | O: 912-790-7356

W: [www.savannah-construction.com](http://www.savannah-construction.com)



No spaces yet  
Create or find a space

Reply

Forward

Meet

## Staff Report

**Subject:** Revision to Policy 05-22, Frontage Lots on County Maintained Roads  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Revisions to the County's policy on access to county roads for properties abutting right-of-ways to include new standards for access spacing, expanding the policy to include all county roads, and to establish guidance for the new Effingham County Parkway.

### Summary Recommendation:

In 2005, the County adopted a policy for access to county roads. The policy referenced the Georgia Department of Transportation's Regulations for Driveway and Encroachment Control. The policy included a list of county roads to be subject to the policy, which was a summary of higher classification roads at the time. To provide more flexibility in the application of the policy, to implement recommendations for access control from the 2021 Transportation Master Plan, and to address the need to establish an access policy for the Effingham Parkway, Policy 5-22 is being amended and renamed "Access Management and Encroachment Regulations for Effingham County Roads."

### Executive Summary/Background:

- The 2005 policy was limited to road considered Collectors due to traffic volume.
- The new policy also is limited to Collectors and above, but written so that future roads, or change in classification over time, would not limit County staff from regulating access based on this policy.
- Access control via shared access is expanded to include additional design options and requirements for development approval.
- A new section is created to define access control for Effingham Parkway.
- A variance process is defined.

### Alternatives for Commission to Consider

- 1 - Approve the Access Management and Encroachment Regulations for Effingham County Roads.
- 2 – Take no action – request further revisions.
- 3 – Deny. The 2005 policy will remain in effect and Effingham Parkway will not be regulated.

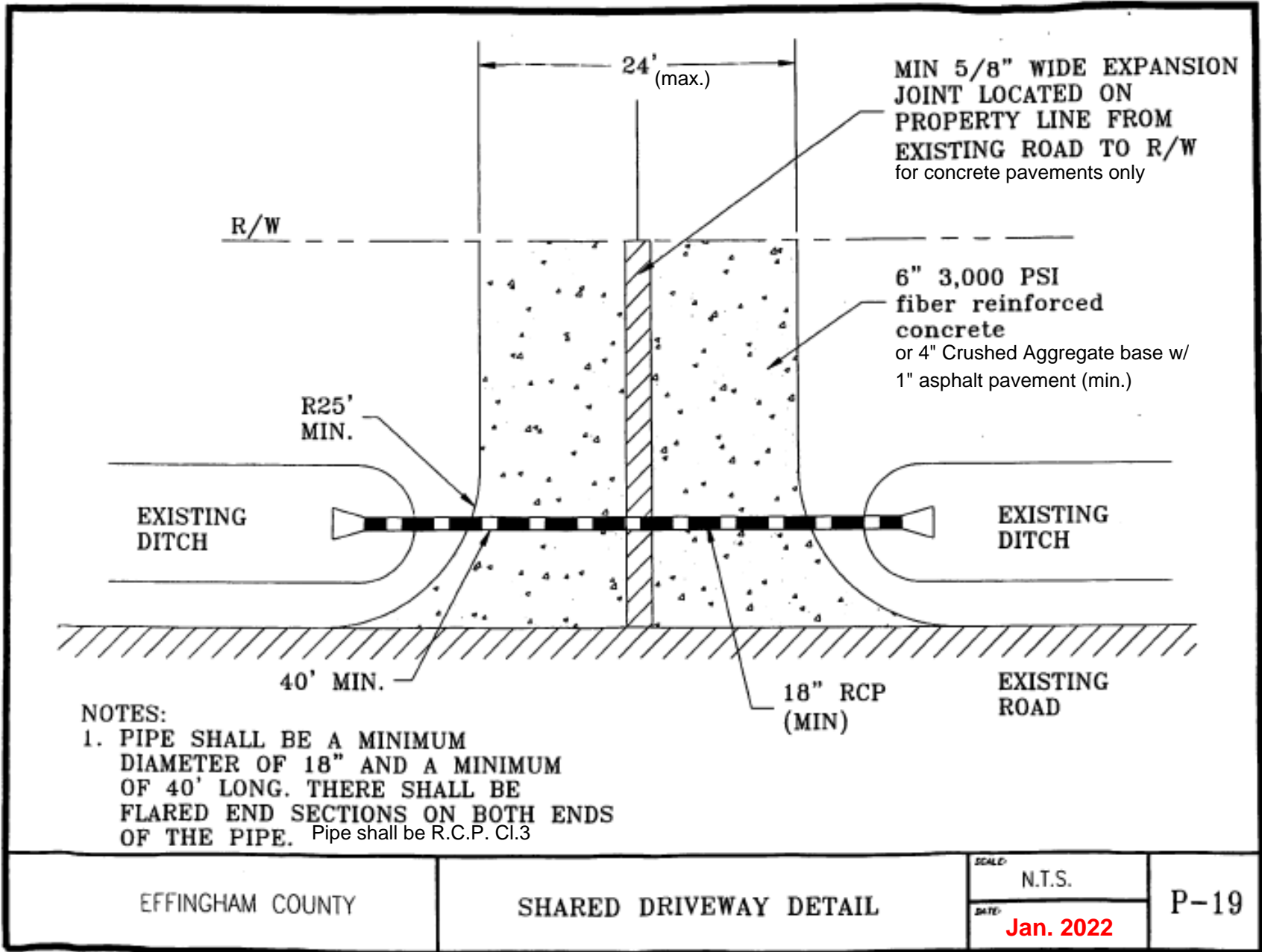
**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

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

**Funding Source:** No new funding requested.

**Attachments:** 1. Draft Policy





EFFINGHAM COUNTY  
POLICY NO. \_\_\_\_\_

REVISION TO POLICY 05-22 - FRONTAGE LOTS ON COUNTY MAINTAINED ROADS

ACCESS MANAGEMENT AND ENCROACHMENT REGULATIONS FOR EFFINGHAM COUNTY ROADS

Purpose: This policy is intended to provide guidance as to suggested conditions of re-zoning under the Effingham County Zoning Ordinance, Section 3.7A, Conditional Zoning. The safety and efficiency of the County Road System are affected by the amount and character of intersecting street and driveways. While it is recognized that property owners have certain rights of access, the public also had the right to travel on the road system with relative safety and freedom from interference. The purpose of this policy is to manage access on the County Road System. Access regulations are necessary in order to preserve the functional integrity of the County Road System for the motoring public and for school and emergency vehicles and to promote the safe and efficient movement of people and goods.

Effingham County will apply all requirements as outlined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation (GDOT) Regulations for Driveway and Encroachment Control*, as attached and as amended by GDOT from time to time, to all lots subdivided subsequent to the ratification of this policy to all County Roads meeting the definition of collector or higher.

Local, low volume County Maintained Roads, including unimproved roads and roads with less than 500 ADT as determined by a 3-day average 24-hour traffic count, will be treated on a case by case basis and may be subject to all requirements outlined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control*.

Two lots may construct a shared driveway which must comply with the *"Shared Driveway Detail", Detail P-19 of the Standard Specifications for the Effingham Board of Commissioners*. Each shared drive will represent a single access point as defined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control*.

Subdivision of lots on an unimproved county road will require improvement of said road by the subdivider as to be determined by the Effingham County Manager or his/her designee.

A Major Subdivision of land, as defined in the *Effingham County Subdivision Regulations*, with frontage on a County Maintained road or subdivision of land contiguous to a County maintained road may require either the dedication or construction of frontage roads, backage roads, shared interparcel access and easements, internal streets, acceleration and deceleration lanes, multiple access points, or other improvements, and strict adherence to the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control* as to be determined by the Effingham County Manager or his/her designee. As application for development occurs, access spacing will be considered and parcels identified as needing to have shared access will be required to provide for the continuation of access for adjacent parcels as part of their approval. Major Subdivisions with 30 or more residential lots shall have a minimum of two access points if frontage and spacing allows and on parcels fronting two county maintained roads.

The Effingham Parkway, a route originating at the Effingham County sign near Georgia Highway 30 in Chatham County and ending at an intersection with Blue Jay Road, is scheduled to be open to traffic in 2025 as of the date of this policy. The design of the roadway is two (2) -lane and expansion to four (4) lanes. The Effingham Parkway shall be considered a RURAL DIVIDED HIGHWAY as defined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control* for the purposes of application of this policy to access on this route. Full access intersections shall follow spacing in Section 3.4, Spacing of Signalized Intersections, and limited movement access points (such as right-in, right-out only movements) shall follow minimum spacing in Section 3.3, Spacing of Median Crossovers.

Strict adherence to these requirements is critical to the preservation of this transportation corridor for growth in the County. Any reconstruction of portions of Blue Jay Road and McCall Road to extend the Effingham Parkway north to Springfield and northern Effingham County will automatically be designated as the Effingham Parkway for the purposes of this policy.

Waivers to this policy shall follow Variance procedures as defined in the Effingham County Subdivision Regulations.

\_\_\_\_\_  
Wesley Corbitt, Chairman  
Effingham County Board of Commissioners

ATTEST: \_\_\_\_\_  
Stephanie Johnson, Clerk

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

ATTACHMENT A  
*Georgia Department of Transportation Regulations for Driveway and Encroachment Control, Rev. 4.0, 3/15/2016*

**EFFINGHAM COUNTY**  
**POLICY NO. 05-22**

**FRONTAGE LOTS ON COUNTY MAINTAINED ROADS**

**Purpose:** This policy is intended to provide guidance as to suggested conditions of re-zoning under the Effingham County Zoning Ordinance, Section 3.7A, Conditional Zoning. The safety and efficiency of the County Road System are affected by the amount and character of intersecting street and driveways. While it is recognized that property owners have certain rights of access, the public also had the right to travel on the road system with relative safety and freedom from interference. The purpose of this policy is to manage access on the County Road System. Access regulations are necessary in order to preserve the functional integrity of the County Road System for the motoring public and for school and emergency vehicles and to promote the safe and efficient movement of people and goods.

1. Effingham County will apply all requirements as outlined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control*, as attached, to all lots subdivided subsequent to the ratification of this policy to the following County Roads:

- Blue Jay Road
- Clys-Kildare Road
- Clys-Shawnee Road
- Courthouse Road
- Egypt-Ardmore Road
- Fort Howard Road
- Georgia Highway 17
- Georgia Highway 21
- Georgia Highway 30
- Georgia Highway 80
- Georgia Highway 119
- Georgia Highway 275
- Goshen Road
- Hodgeville Road
- Interstate 16
- Kolic Helmey Road
- Lexington Avenue Extension
- Little McCall Road
- Long Bridge Road
- Low Ground Road
- Midland Road
- McCall Road
- Nease Road
- Oliver-Kildare Road
- Old Louisville Road
- Old River Road
- Old Augusta Road
- Rahn Station Road
- Rincon-Stillwell Road
- Sandhill Road
- Shawnee-Egypt Road
- Shearwood Road
- Springfield-Egypt Road
- Springfield Road/Old Dixie Highway
- Springfield-Tusculum Road
- Stillwell-Clys Road

- Zittrouer Road
2. All other County Maintained Roads will be treated on a case by case basis and may be subject to all requirements outlined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control*.
  3. Two lots may construct a shared driveway which must comply with the attached "Shared Driveway Detail". Each shared drive will represent a single access point as defined in Chapter 3 "Access Criteria" of the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control*.
  4. Subdivision of lots on an unimproved county road will require improvement of said road by the subdivider as to be determined by the Effingham County Board of Commissioners.
  5. Subdivision of land with frontage on the following roads or subdivision of land contiguous to the following roads may require either the dedication or construction of frontage roads, internal streets, acceleration and deceleration lanes, other improvements, or strict adherence to the *Georgia Department of Transportation Regulations for Driveway and Encroachment Control* as to be determined by the Effingham County Board of Commissioners:
    - Blue Jay Road
    - Clio-Kildare Road
    - Clio-Shawnee Road
    - Courthouse Road
    - Egypt-Ardmore Road
    - Goshen Road
    - Hodgeville Road
    - Lexington Avenue Extension
    - Little McCall Road
    - Low Ground Road
    - McCall Road
    - Nease Road
    - Oliver-Kildare Road
    - Old Louisville Road
    - Old River Road
    - Old Augusta Road
    - Rahn Station Road
    - Sandhill Road
    - Shawnee-Egypt Road
    - Shearwood Road
    - Springfield-Egypt Road
    - Springfield Road/Old Dixie Highway
    - Springfield-Tusculum Road
    - Stillwell-Clio Road
    - Zittrouer Road
    - Effingham Parkway
    - North Connector (275 extension to Effingham Parkway)
    - South Connector (Old Augusta Road to Effingham Parkway)

  
 Hubert C. Sapp, Chairman  
 Effingham County Board of Commissioners

ATTEST:   
 Sandra B. Andrews, Clerk

APPROVED:   
 Date

**CHAPTER 3**

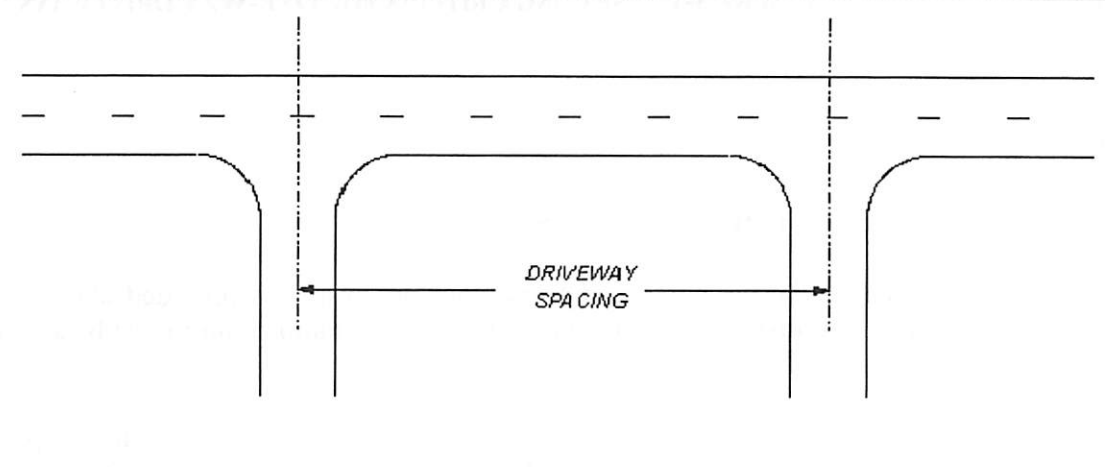
**SPACING OF DRIVEWAYS**

**3A SPACING OF DRIVEWAYS**

As drivers approach each intersection along a highway, they are often presented with decisions and may be required to stop or make various maneuvers. When exiting the highway, it is necessary to decelerate and in some cases, to change lanes. It may also be necessary to adjust speeds in reaction to other vehicles entering into the arterial traffic stream. Driveways should be spaced so that drivers can perceive and react to the conditions at each intersection in succession. Spacing between driveways should be at least equal to the distance traveled, at the posted speed limit, during the normal perception and reaction time plus the distance traveled as the vehicle decelerates to a stop.

Each intersection also requires a certain amount of storage space for vehicles waiting to enter. The distance between intersections should be great enough to provide this storage, allowing each intersection to have its functional boundary separated from those of the next intersection. Crash data also indicate that as the number of driveways along a highway increases so do accident rates. **Meeting the spacing criteria is not, in itself an indication that driveways will be allowed.**

Guidelines for driveway spacing, associated with the construction of new driveways, are provided in Table 3-1. Driveways should be separated from any other facility, which accesses a State Highway, whether it is another driveway or a public street. Minimum spacing requirements also apply to driveways on the opposite side of undivided roadways. Variances are defined in Section 2E-1. Requirements for the length of right and left turn lanes, as shown in Table 4-8 and Table 4-9, may increase the minimum allowable spacing shown in Table 3-1.



POSTED SPEED, MPH	DRIVEWAY SPACING MINIMUM, Ft
25	125
30	125
35	150
40	185
45	230
50	275
55	350
60	450
65	550

**Table 3-1 Driveway Spacing Criteria**

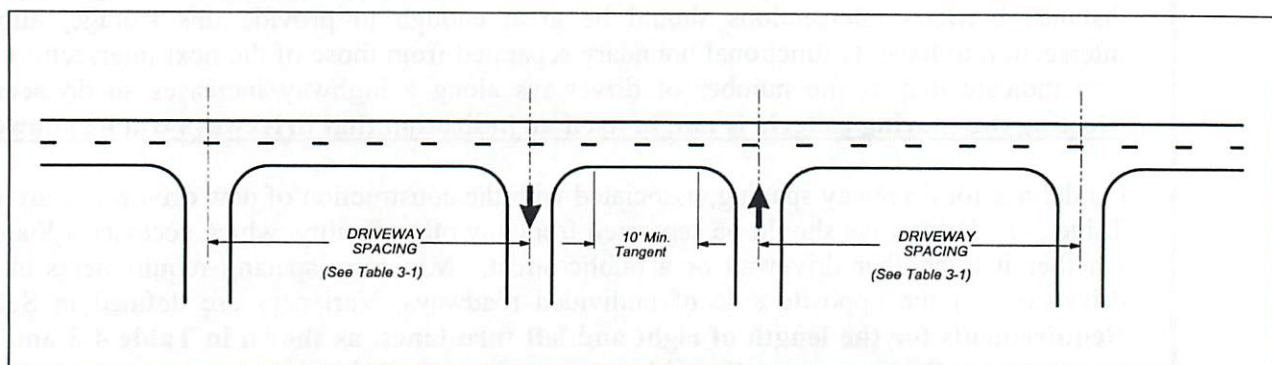
### CHAPTER 3

## SPACING OF DRIVEWAYS

### 3A-1 SPACING OF ONE-WAY DRIVEWAYS

Figure 3-1 shows a typical layout of one-way driveways. The spacing criteria presented in Table 3-1 does not apply to the distance between the two one-way driveways (driveway pair).

A driveway pair must be separated from another driveway pair by the distance as shown in Table 3-1. A driveway pair must also be separated from an adjacent two-way driveway in accordance with the spacing criteria in Table 3-1.



**FIGURE 3-1 SPACING CRITERIA FOR ONE-WAY DRIVEWAYS**

### 3A-2 PLACEMENT OF DRIVEWAYS

Not only must driveways be spaced from other driveways as provided above, they must also be located a minimum distance from the property line. The radius return must be a minimum of 4' from the property line.

When driveways are to be jointly used by two or more property owners, the property line separation requirements given in the above paragraph can be waived. However, a joint use agreement signed by the affected property owners must be provided to the Access Management Engineer. Either property owner may apply for the driveway permit.

# CHAPTER 3 SPACING OF DRIVEWAYS



## 3B DRIVEWAY ALIGNMENT

Driveways should align with other driveways located on the opposite side of the State Highway. If offset driveways cannot be avoided, the same driveway spacing criteria as given in Table 3-1 should be provided, to provide space for left turns. Figure 3-2 shows how the spacing is measured for spacing offset driveways onto undivided highways. Spacing is from Center to Center.

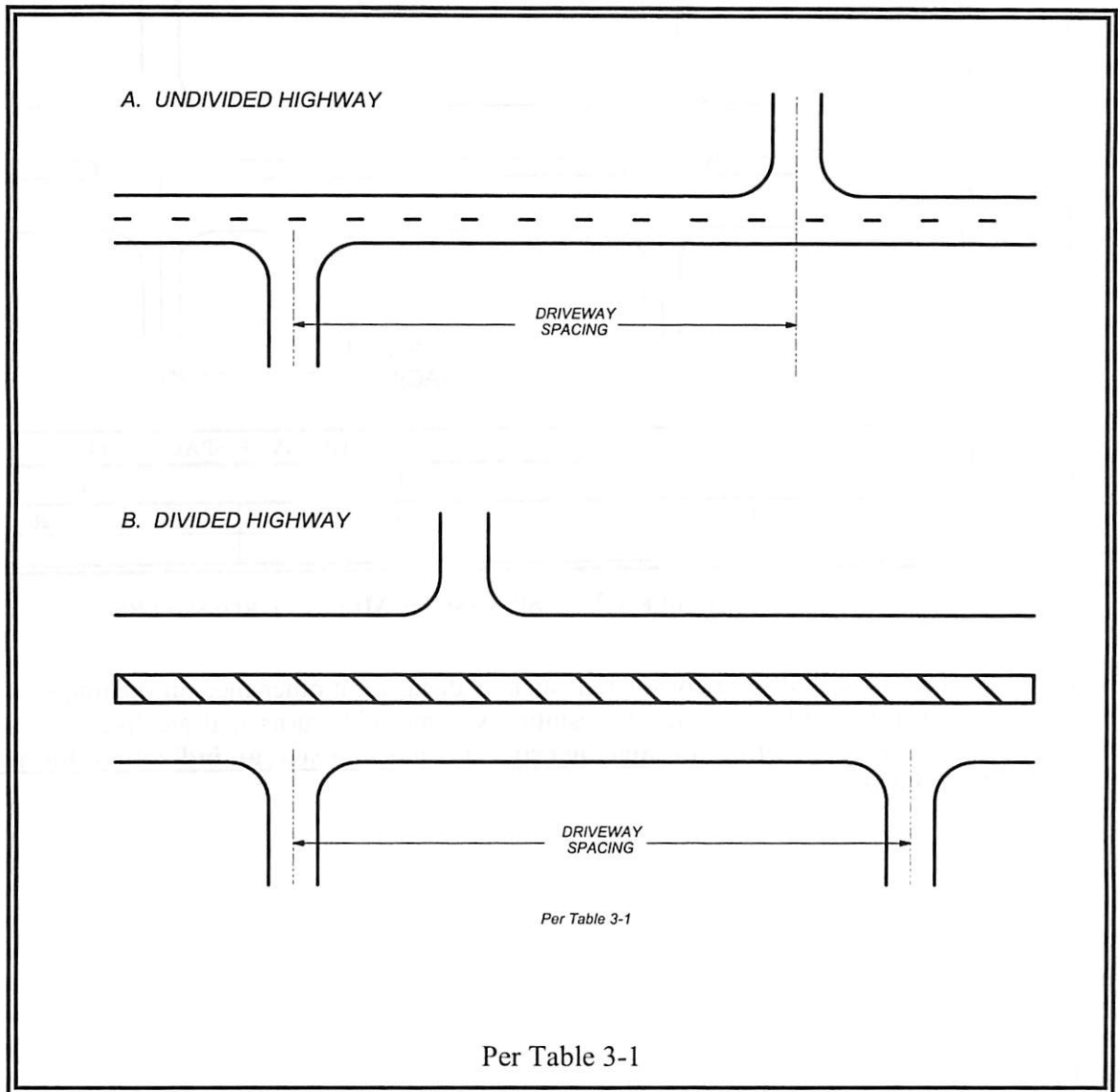


FIGURE 3-2 SPACING OF OFFSET DRIVEWAYS

If the State Highway involved is a divided facility and the driveways do not align with a median crossover the driveway spacing would only apply to the adjacent driveway located on the same side of the Highway as shown above in Figure 3-2 (B).

# CHAPTER 3 SPACING OF DRIVEWAYS



## 3C SPACING OF MEDIAN CROSSOVERS

When the applicant is requesting a median crossover on a divided highway, the spacing standards shown in Table 3-2 apply.

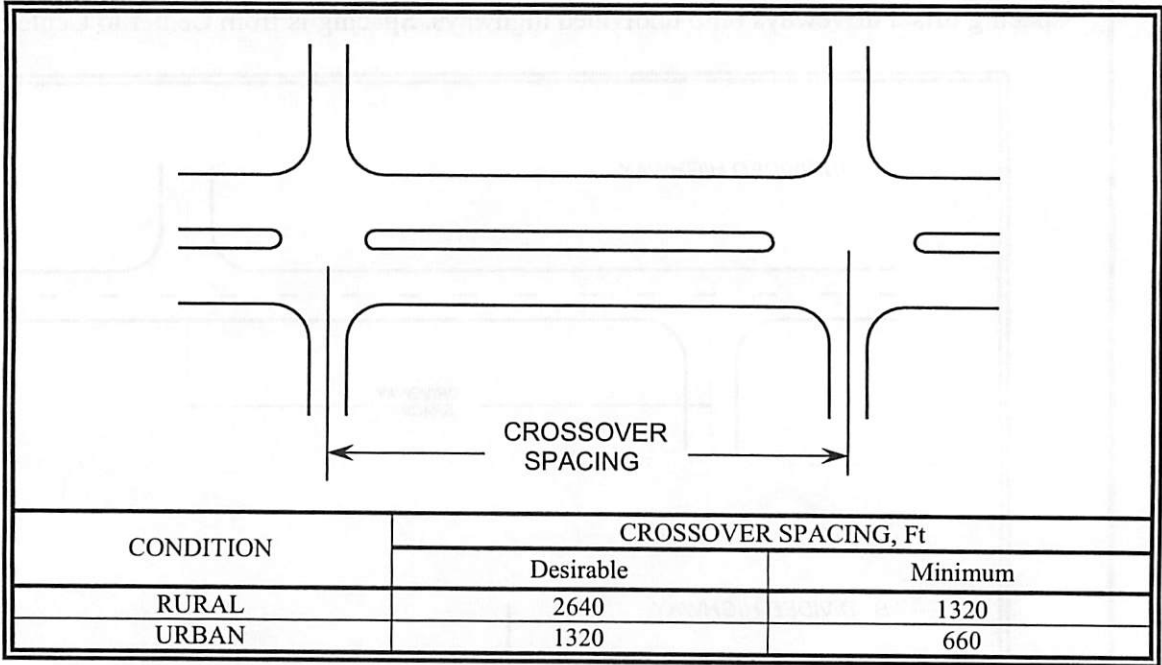


TABLE 3-2 SPACING OF MEDIAN CROSSOVERS

Other factors will also be considered, such as distance to other median openings, adjacent land use, expected traffic volumes, and the resulting volume of U-turns that are likely to occur without the median opening. **Meeting the spacing criteria is not, in itself, an indication that median openings will be allowed.**

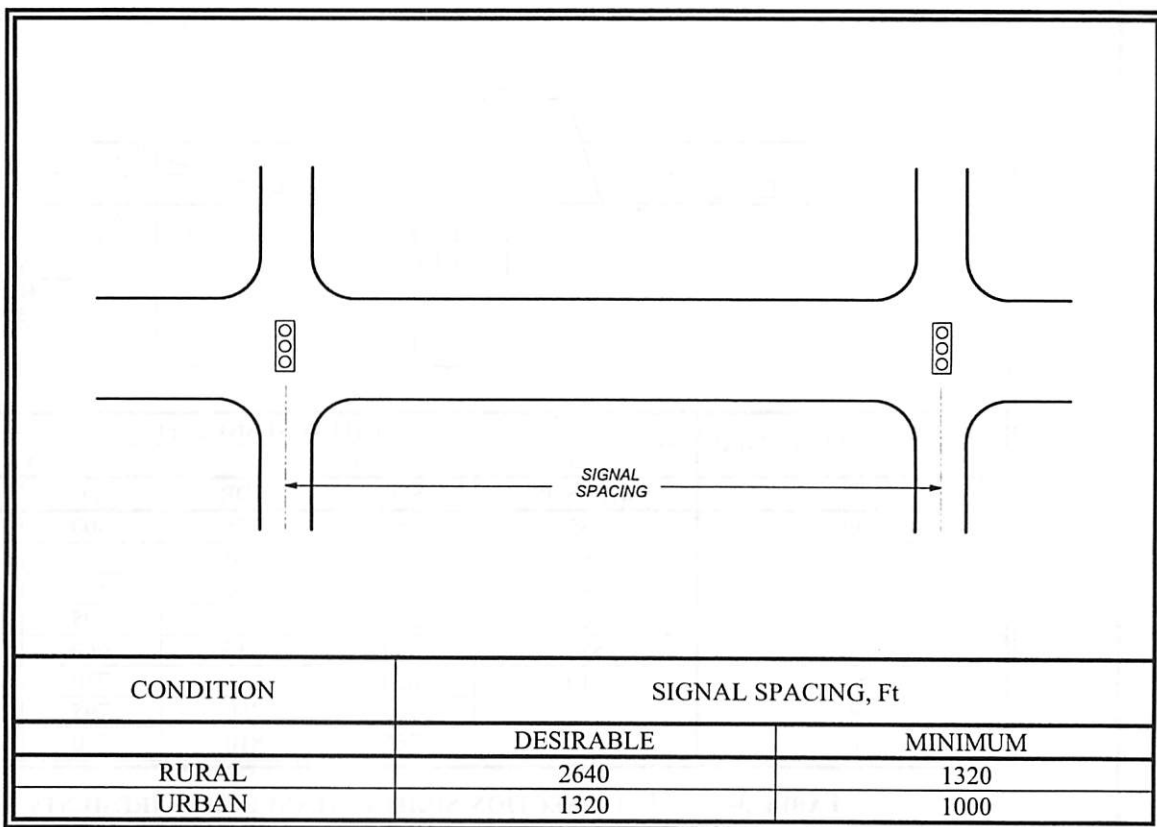


**CHAPTER 3**  
**SPACING OF DRIVEWAYS**



**3D SPACING OF SIGNALIZED INTERSECTIONS**

This section is provided to assist the applicant's engineer in designing sites that may need signalized points of access to the State Highway System. Table 3-3 contains guidelines for the spacing that should be provided between signalized intersections.



**TABLE 3-3 SPACING OF SIGNALIZED INTERSECTIONS**

The spacing guidelines provided above are indicative of conditions that normally offer better signal progression for arterial traffic flow. It is recognized that under certain conditions, better operation may result from the introduction of signals with less spacing if the alternative forces high volumes of traffic to an adjacent intersection.

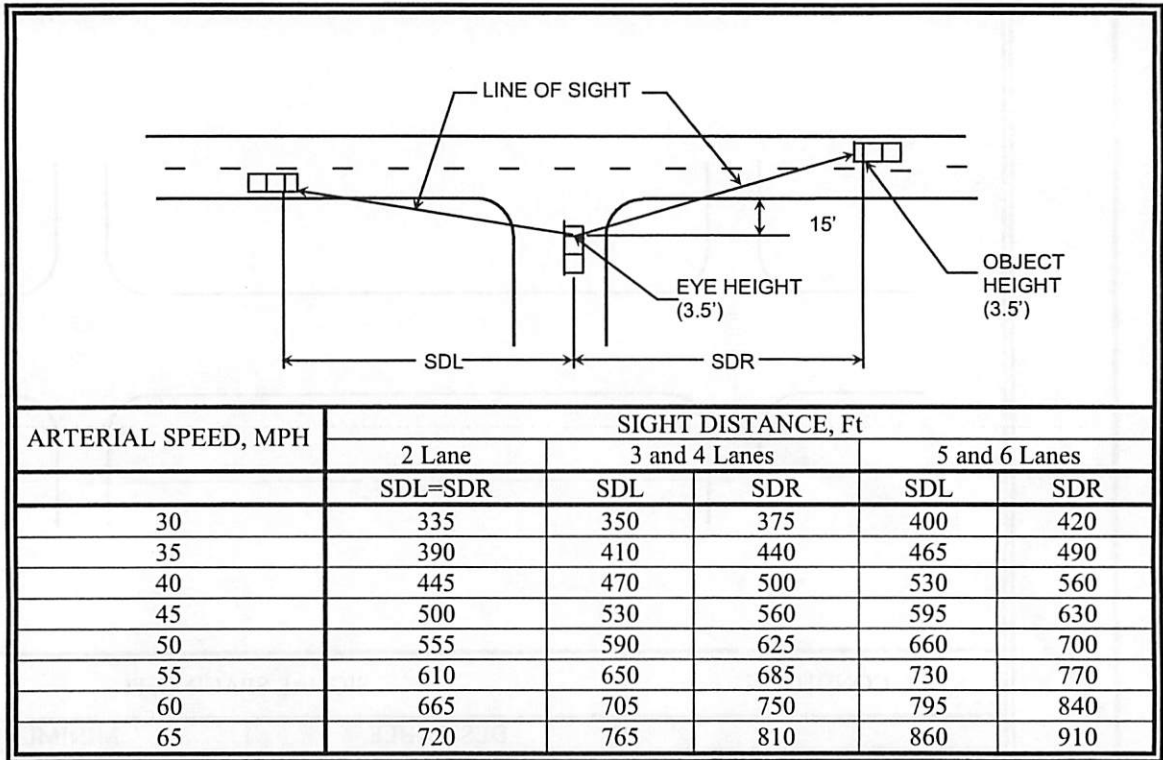
When the applicant can show, through an alternatives analysis, that better operations can be achieved with less spacing, the Department will consider an exception to the provisions of Table 3-3.

**CHAPTER 3**  
**SPACING OF DRIVEWAYS**



**3E SIGHT DISTANCE**

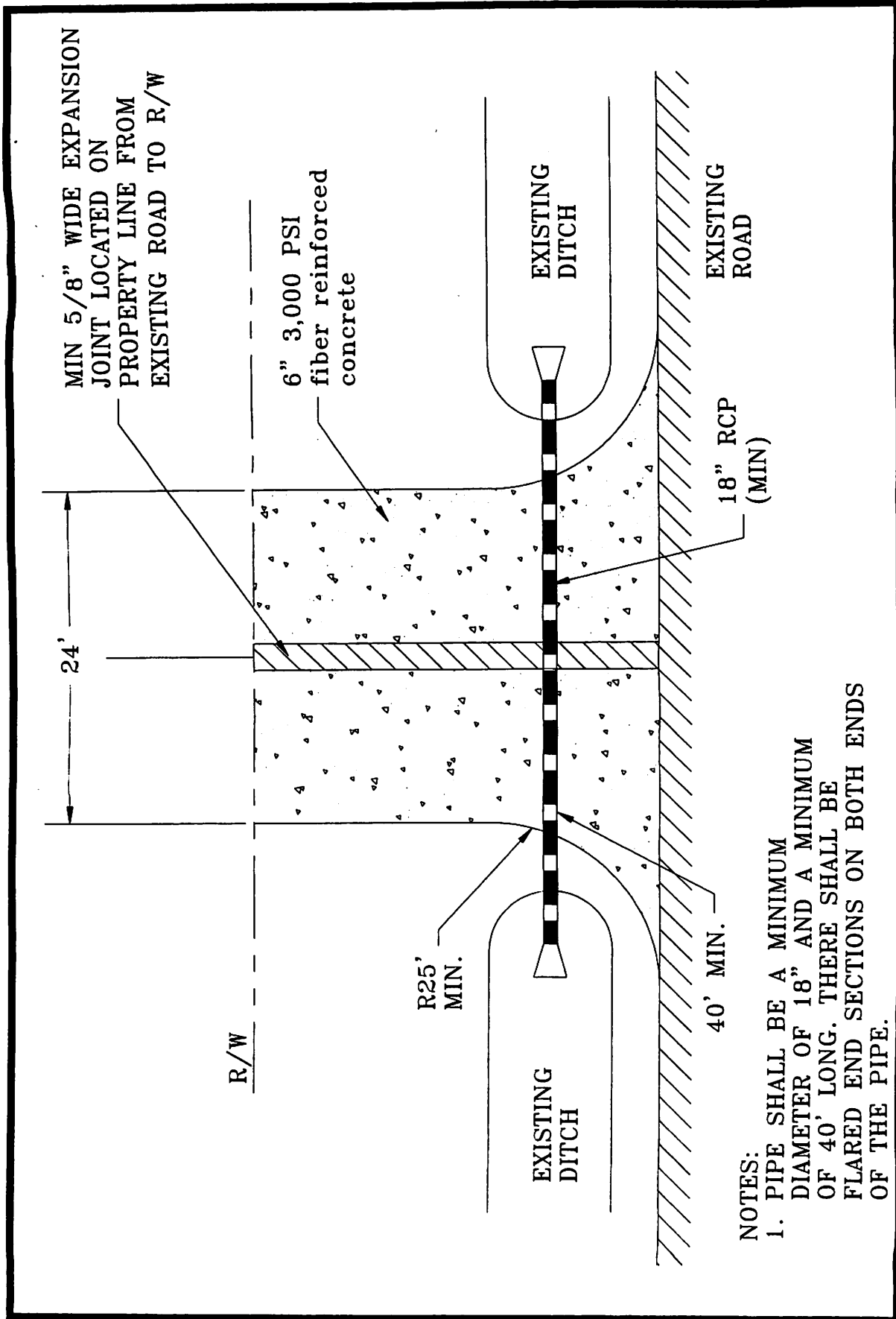
Driveways should be located to provide adequate sight distance. Minimum intersection sight distance criteria are provided in Table 3-4. The line of sight establishes the boundary of a sight triangle, within which there should be no sight obstruction.



**TABLE 3-4 INTERSECTION SIGHT DISTANCE REQUIREMENTS**

The sight distance criteria are based on the time required for a vehicle to make a left turn from a stop-controlled approach to the State Highway (AASHTO Case B1). The time to execute the maneuver is based on recommendations contained in NCHRP Report 383, *Intersection Sight Distance*. The sight distances, for a two-lane road, are the distances traveled at the arterial speed during 7.5 seconds. The time is increased by 0.5 seconds for each additional lane to be crossed.

The sight distances given in Table 3-4 are for undivided highways. If the highway is divided, the effect of the median should be considered in determining the required sight distance. Based on the conditions, it may be feasible for the crossing maneuver to be done in two stages with a stop in the median. However, the intersection should only be treated in this manner if the signing and marking is accordingly provided. Otherwise, the sight distance requirements should be increased to account for the additional width that must be crossed. See AASHTO Green Book, Chapter 9 Intersections, for adjustments due to grades greater than 3% and design vehicles other than passenger cars.



NOTES:  
 1. PIPE SHALL BE A MINIMUM DIAMETER OF 18" AND A MINIMUM OF 40' LONG. THERE SHALL BE FLARED END SECTIONS ON BOTH ENDS OF THE PIPE.

EFFINGHAM COUNTY	SHARED DRIVEWAY DETAIL		P-19
	SCALE: N.T.S.	DATE: July 2005	

## Staff Report

**Subject:** DeWitt Road Railroad crossing closure  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Approve a railroad crossing closure at DeWitt Road.

### Summary Recommendation:

The County desires to create a new railroad crossing of the Norfolk Southern railroad to promote growth in the County. NSRR requires the commitment of the community to close an existing crossing per requirements of the Federal Railway Administration. This program aims to identify crossing locations that are considered to provide redundant access by vehicles where the crossing has lower traffic volumes. DeWitt Road crossing is skewed and lacks active warning systems. Alternative access via Shawnee Road is less than ½ mile away and has active warning devices. Therefore, the railroad crossing at DeWitt Road is recommended for consideration for closure.

### Executive Summary/Background:

- The County desired to consider closing the crossing on DeWitt Road and publicly announced on January 4<sup>th</sup> the intent to close.
- The County Board of Commissioners conducted a public comment period from January 4, 2022 to February 3, 2022. No comments were received.
- The County Board of Commissioners will conduct a public hearing and consider a motion to close the crossing at the February 15, 2022 regularly scheduled Commission meeting.

### Alternatives for Commission to Consider

Alternate #1 – Approve the closure of the railroad crossing on DeWitt Road.

Alternate #2 – No Action; request additional information or revision.

Alternate #3 – Reject the proposal to close the railroad crossing on DeWitt Road.

**Recommended Alternative:** Alternate #1

**Other Alternatives:** Alternate #2.

**Department Review:** County Engineering; County Attorney

**Funding Source:** N/A

**Attachments:** 1. Project Narrative and location map.  
 2. Letter to public, adjacent properties.

# RAIL CROSSING CLOSING

EFFINGHAM COUNTY

PROJECT NO.  
21-1027

FIGURE: 01

8/25/21

PREPARED FOR:

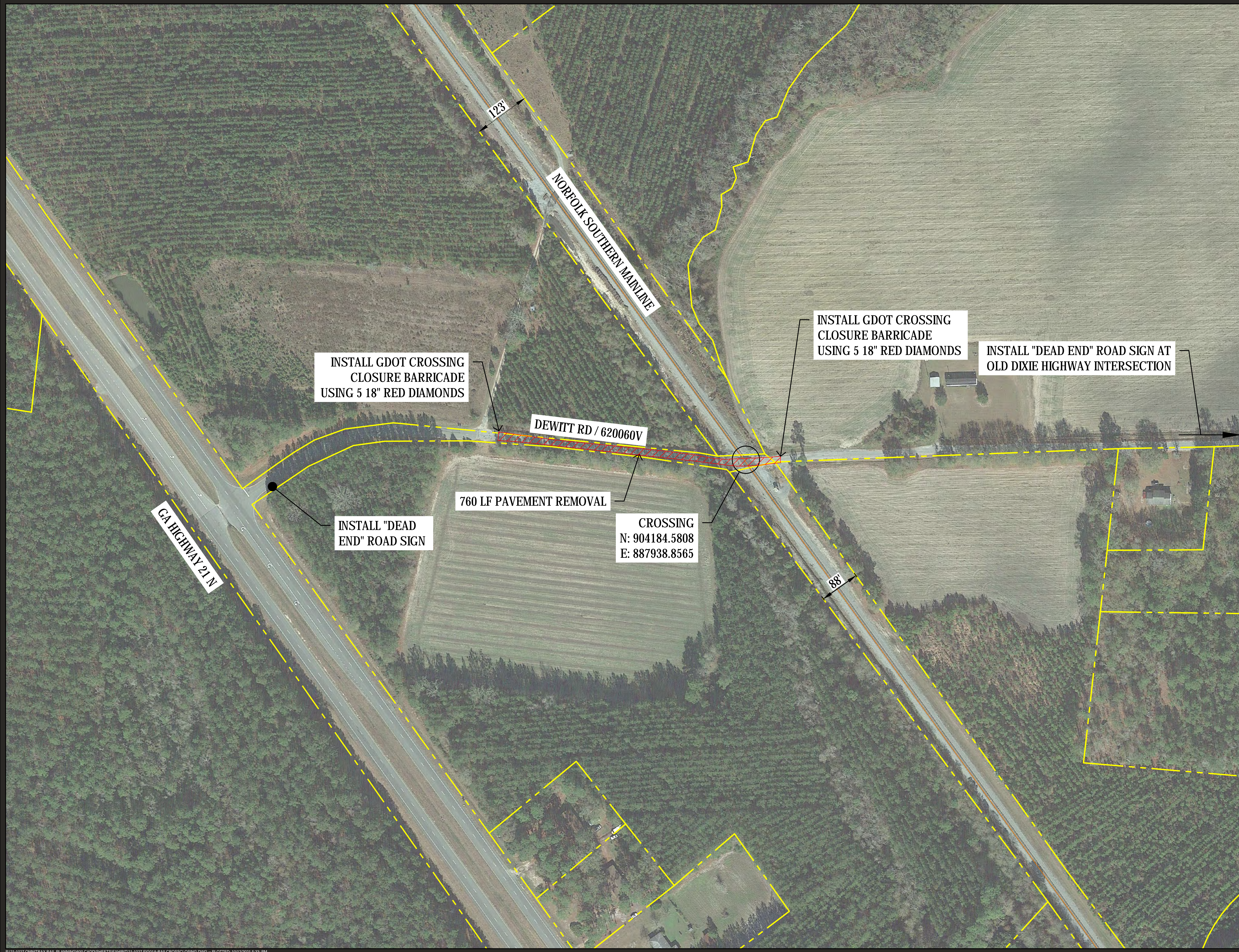
## EFFINGHAM COUNTY

PREPARED BY:

**HUSSEY GAY BELL**  
Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626  
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www.husseygaybell.com

**Ball Maritime Group, LLC**  
4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914  
www.ballmaritime.com Copyright © 2021



INSTALL GDOT CROSSING CLOSURE BARRICADE USING 5 18" RED DIAMONDS

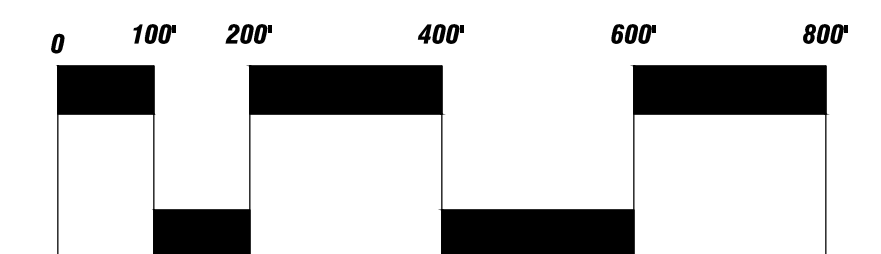
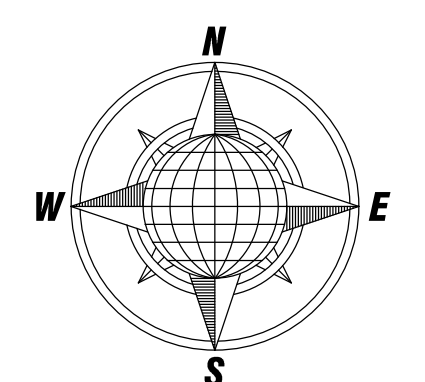
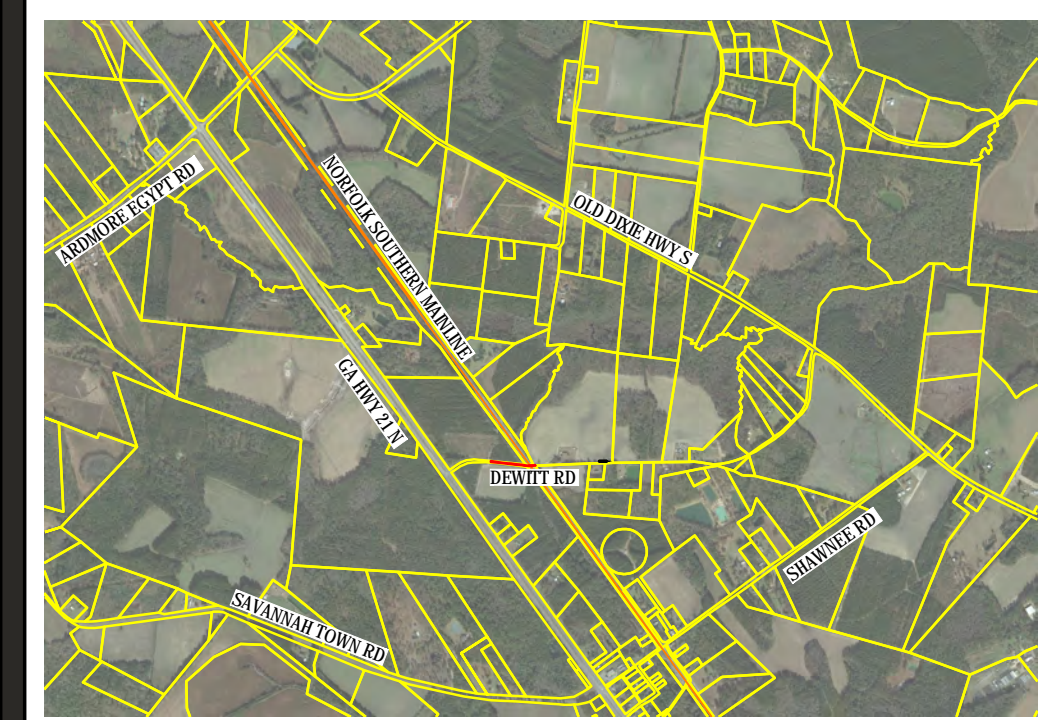
INSTALL GDOT CROSSING CLOSURE BARRICADE USING 5 18" RED DIAMONDS

INSTALL "DEAD END" ROAD SIGN AT OLD DIXIE HIGHWAY INTERSECTION

INSTALL "DEAD END" ROAD SIGN

760 LF PAVEMENT REMOVAL

CROSSING  
N: 904184.5808  
E: 887938.8565



SCALE:  
1" = 200'

**DISCLAIMER**

Drawing is based on a 34" x 22" Sheet  
This map illustrates a general plan of the development which is for discussion purposes only. Does not limit or bind the owner and is subject to change and position locations are for illustrative purposes only and are subject to an accurate survey and property description. The information contained in this map is subject to change with out notice and is for illustrative purposes only and as such the producer assumes no legal responsibility.



## Effingham County Board of Commissioners

FORREST FLOYD  
District 1

ROGER BURDETTE  
Vice Chairman – District 2

JAMIE DELOACH  
District 3

REGINARD S. LOPER, SR.  
District 4

PHIL KIEFFER  
District 5

January 12, 2022

To: Resident of the Dewitt Road area, North Effingham County

RE: Consideration of a railroad crossing closure on Dewitt Road

The County recently engaged with the Norfolk Southern Railroad to determine what needs are required in order to create a new crossing access in the County for improved east-west vehicular access and continued long-term growth benefits for the County. During these discussions, the County was made aware that there has been a directive from the Federal Highway Administration and the Federal Railway Administration over the last two decades to improve the safety of citizens nationally where we access railroad crossings. This program aims to identify crossing locations that are considered to provide redundant access by vehicles where the crossing has lower traffic volumes. The type of warning devices located at the crossings are also considered as the GDOT Section 130 Program uses the crossing inventory information for every public crossing in the state to determine what crossings will qualify to be programmed for crossing safety improvements annually.

As part of this review, Dewitt Road (Crossing Number: 620060V) has been identified as a redundant, low volume crossing with alternate access provided by Shawnee (Crossing Number: 620057M) which is located approximately a half mile to the southeast of this crossing and has been recommended to be closed. While we do understand closure of any roadway segment can provide some inconvenience, this location is provided reasonable alternative access to the south for while not increasing emergency response times or access in the event of an emergency. Additionally, the alternate crossing is treated with active warning devices that include flashers and gates which provides a safer access point to cross the track which is currently seeing ten trains a day at speeds up to 49 MPH. The crossing proposed to be closed is skewed and has limited sight distance on the approaches which further increases the risk to drivers who use this crossing. The potential of this crossing qualifying under the State's crossing safety program are unlikely due to the low volume of the road unless a collision occurred at the crossing.

With the above issues in mind, the recommendation to the County Board of Commissioners is to close the road to through traffic at the railroad crossing location on Dewitt Road. On the east side, the gravel shoulder area near the railroad communications tower would remain accessible as an area for vehicles to turn around and on the west side, the road would be abandoned toward the west to the private road accesses on the north and south side of the road and leave enough of a road section just past this point to allow for a three point turnaround using the road shoulders for vehicles to turn around. A exhibit is attached that explains the closure location.

As with any roadway closure, the County Board of Commissioners will be holding a public meeting on February 15, 2022 at 5pm at the NEW Effingham County Administration Building at 804 S. Laurel St., Springfield, GA 31329 to listen to any concerns regarding this proposal before voting on the proposal. Thank your time and consideration of this safety improvement.

If you have any questions, contact Tim Callanan, County Manager, at (912) 754-2123 or [tcallanan@effinghamcounty.org](mailto:tcallanan@effinghamcounty.org).

Sincerely,  
Timothy J. Callanan  
County Manager

## Staff Report

**Subject:** Development Agreement for a water and sewer extension on Old Augusta Road

**Author:** Eric Larson, Asst. County Manager

**Department:** Public Works

**Meeting Date:** February 15, 2022

**Item Description:** Enter into a Development Agreement with Cowan Investments LLC for engineering and construction services to develop water and sewer line extension plan along Old Augusta Road.

### Summary Recommendation:

Cowan Investments recently acquired and rezoned a parcel along Old Augusta Road, at the intersection of Abercorn Road. In a mutual desire to extend water and sanitary sewer service to the site, Effingham County requested proposals from qualified consultants selected under the 2021 IDC contract (RFP 21-007) to provide Engineering Services to develop the water and sanitary sewer design for an extension along Old Augusta Road. Prospective firms were required to provide a proposed work plan, schedule, and fee as part of the proposal submittal. The selected consultant for that project was Coleman Company. County staff and representatives for Cowan Investment agreed that a DA would be beneficial to both parties given that Coleman Company was already under contract with Cowan for the site development and a portion of their water and sanitary sewer line construction. A DA would allow the County to construct the needed improvements with a maximum funding limit and allow Cowan Investments to build the improvements on their time frame.

### Executive Summary/Background:

- The County prepared a RFP for IDC firms to submit a work plan, cost, and schedule and selected Coleman Company for the design work.
- Cowan Investments, LLC has retained Coleman Company for engineering services related to the project.
- It is mutually beneficial for the County and Cowan Investments to cost-share the design and construction, with Cowan leading the effort via a Development Agreement.
- The County staff recommend a Development Agreement with Cowan Investments, LLC.

### Alternatives for Commission to Consider

- 1 – Approve a Development Agreement with Cowan Investments for extension of water and sewer lines on Old Augusta Road.
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** County Engineering; County Attorney

**Funding Source:** Water and Sewer Operating Fund

**Attachments:** 1. DA

**State of Georgia**  
**Effingham County**

## **OLD AUGUSTA ROAD WATER AND SEWER DEVELOPMENT AGREEMENT**

This Agreement is made and entered into this 16th day of February, 2022, by and between Cowan Investments, LLC, a Georgia Limited Liability Company, hereinafter referred to as the “Developer”, and the Effingham County Board of Commissioners, hereinafter referred to as the “County”, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia.

### **RECITALS:**

Whereas, Cowan Investments, LLC is the developer of Old Augusta Road Warehouse, hereinafter referred to as the “Project”, a proposed subdivision consisting of approximately 716,100 square feet of warehouse space as shown on the attached drawing entitled Old Augusta Road Warehouse (dated January 4, 2022), attached hereto as Exhibit A; and

Whereas, the Developer desires certain commitments from the County, with regard to the supply of water and sanitary sewer service for the Project; and

Whereas, the Developer requests that the County provide water supply and sewage disposal to the Project; and

Whereas the County finds that the provision of water and sewer service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Water, Sewer and Reuse Master Plan and is in the public interest, it is hereby agreed as follows:



**WITNESSETH:****Section 1. Definitions.**

*Equivalent Residential Unit or ERU* shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family detached residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County.

**Section 2. Off-Site Improvements**

- A. Developer has retained, subject to approval by the County, one or more competent professional engineers registered in the State of Georgia to design and observe the construction of such improvements as are necessary to extend the County water distribution and sewer collection systems from the current terminus of water distribution and sewer collection along Old Augusta Road to the Project on-site connection point to distribute water and sewer within said Project, as shown on the Preliminary Engineering Plan titled Old Augusta Road Warehouse (dated January 4, 2022) and attached hereto as Exhibit A, and hereinafter referred to as the Off-Site Improvements.
  
- B. The Developer has constructed or will construct water and sewer systems having sufficient capacity to provide water and sewer to the Project, as shown on the Preliminary Engineering Plan titled Old Augusta Road Warehouse (dated January 4, 2022) and attached hereto as Exhibit A. The County shall ensure the availability of water and sewer

services at the connection point. The off-site improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

- C. The County has constructed or will construct water and sewer systems having sufficient capacity to provide water and sewer to the Project.
- D. The County has determined the water line size needed to serve the Project is sixteen (16) inch and the sewer line size needed to serve the Project is four (4) inch. The County desires to extend both water and sewer to within 1,000 feet of the project site. By Effingham County Code of Ordinances, the Developer shall then extend the water and sewer services to the Project site. The Developer and County agree that the Engineer(s) will design the water and sewer lines to the desired size and the Developer will construct said line, with Engineer(s) oversight during construction, at the Developer's sole expense.
- E. The County is responsible for the cost of design and construction of the water and sewer lines from the current terminus, going north to a point 1,000 feet south of the intersection of Old Augusta Road and Abercorn Road. The design cost shall not exceed \$25,750 and the construction cost shall not exceed **\$700,500**, both as determined by estimates provided by the Developer's Engineer.
- F. Reimbursement for the construction costs associated with the County's portion of the water and sewer line extension by the County to the Developer shall be in the form of reimbursement of actual costs supported with invoice.

**Section 3. On-Site Improvements.**

Developer has retained, subject to approval by the County, one or more competent professional engineers registered in the State of Georgia to design and observe the construction

of such improvements as are necessary to extend the County water distribution and sewer collection systems from the connection points to the Project and to distribute water and sewer within said Project, as shown on the Preliminary Engineering Plan titled Old Augusta Road Warehouse (dated January 4, 2022) and attached hereto as Exhibit A, and hereinafter referred to as the On-Site Improvements. The On-Site Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the On-Site Improvements are of sufficient capacity to serve the Project.

**Section 4. Inspection, Construction and Dedication of Off-Site Improvements.**

- A. Developer shall provide for inspection of the Off-Site Improvements by the design engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to pipes, bedding, thrust blocks, valves, pumps, and other related material and work meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Off-Site Improvements signed by the design engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests required by the County. All design, construction, inspection, and other costs incurred to construct the Off-Site Improvements and connect to the County water and sewer systems shall be borne by the Developer. The Developer shall hold the County harmless for and

indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Off-Site Improvements.

- B. Upon completion of the construction of the Off-Site Improvements, certification by the design engineer, provision of the “record” drawings, and compliance with any other requirements imposed by the County pursuant to Section three (3) of this agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the Off-Site Improvements located within public easements or right-of-ways, up to but not including individual water metering points. This dedication shall include all rights, title, and interest that the Developer has in the Off-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.
- C. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain utilities that, are to be owned and maintained by the County. If the Developer fails to provide the recordable plat, the County shall not accept the Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.

#### **Section 5. Service Recovery Fees & Credits.**

- A. The Developer shall pay to the County service recovery fees as established by ordinance of the County, currently \$2,000.00 per ERU for water supply and distribution (the “water service recovery fees”) and \$3,300.00 per ERU for sewer collection (the “sewer service recovery fees”). The water and sewer service recovery fees shall apply to all connections

made within the Project and shall be due and payable in accordance with the ordinances of the County, except as otherwise provided by this Agreement. The water and sewer service recovery fees are subject to amendment by ordinance of the County.

#### **Section 6. Other Fees.**

The provision of water and sewer services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the County, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by ordinance of the County. Such fees and charges may be changed from time-to-time by ordinance of the County.

#### **Section 7. User Rates.**

User charges for water and sewer consumption shall be billed to the property owner(s) or occupant(s) based upon the rates and terms established by ordinance of the County.

#### **Section 8. Term; Renewal.**

The initial term of this agreement shall be two (2) years, commencing on February 16, 2022 and ending on February 15, 2024. This agreement shall be renewed automatically on the same terms and conditions herein for an additional one (1) year period, unless notice is given by either party of the intent not to renew on or before November 15, 2023.

#### **Section 9. Compliance with Laws.**

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County's water and sewer. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax

districts to enable the County to recover all costs incurred in providing water and sewer service to the Property.

**Section 10. Governing Law; Forum Selection.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

**Section 11. Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties.

**Section 12. Modification of Agreement.**

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

**Section 13. No Waiver.**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Section 14. Effect of Partial Invalidity.**

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

**Section 15. Paragraph Headings.**

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

**Section 16. Notices.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield GA 31329

If to Developer: Cowan Investments, LLC, a Georgia Limited Liability Company  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, GA 3\_\_\_\_\_

**Section 17. Excusable Delay.**

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the

responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the County be held liable to the Developer for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer, then Developer shall be entitled to complete the County’s construction obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County’s construction obligations hereunder, in accordance with Section 9 of the Effingham County Georgia Impact Fee Ordinance (or any successor provision), be entitled to a credit for the cost of such completion against the reuse water service recovery fees and capacity fees otherwise payable under this Agreement.

**Section 18. Assignment.**

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

**Section 19. Construction of Agreement.**

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.



IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County has cause these presents to be executed by its proper officer under seal, affixed, this 16th day of February, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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

WESLEY CORBITT, CHAIRPERSON

ATTEST: \_\_\_\_\_

STEPAHNIE JOHNSON, CLERK

DEVELOPER: \_\_\_\_\_

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

Member

EXECUTED IN THE PRESENCE OF:

\_\_\_\_\_

WITNESS

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

## Staff Report

**Subject:** Cost-Share Agreement for a brick paver pavement repair and an abandonment of Public right-of-way

**Author:** Eric Larson, Asst. County Manager

**Department:** Public Works

**Meeting Date:** February 15, 2022

**Item Description:** Enter into a Cost Share Agreement with Kate's Cove Subdivision Homeowners Association to repair a brick paver road section at the approach to a bridge on Fairmont Drive, and to abandon a portion of right-of-way containing the brick paver road section and dedicating the same to the HOA.

### Summary Recommendation:

Kate's Cove Subdivision contained County Right-of-Way and roads serving the subdivision, ending at a decorative brick paver road section approaching a wooden bridge maintained by the HOA. The brick pavers have failed and need reconstruction. The County and HOA have agreed to cost share in the repair. Upon completion of the repair, the ROW containing the brick pavers will be abandoned by the County and dedicated back to the HOA as part of the bridge for future ownership and maintenance.

### Executive Summary/Background:

- The HOA prepared a RFP for contractors to submit a quote to repair the brick pavers. The County Engineer worked with the selected contractor (Pro-grade South) to define the scope of work. The cost is \$56,575. The HOA will pay \$20,000 and the County will pay \$36,575.
- It is mutually beneficial for the County and the Kate's Cove HOA to cost-share the design and construction, with the HOA leading the effort via a cost share Agreement.
- The HOA is agreeable to accept dedication of a portion of ROW via plat and deed by the County.
- The County staff recommend a Cost Share Agreement with Kate's Cove Subdivision Homeowners Association.

### Alternatives for Commission to Consider

1 – Approve a Cost-Share Agreement with Kate's Cove Subdivision Homeowners Association for repair a brick paver road section at the approach to a bridge on Fairmont Drive, and to abandon a portion of right-of-way containing the brick paver road section and dedicating the same to the HOA.

2 – Take no action

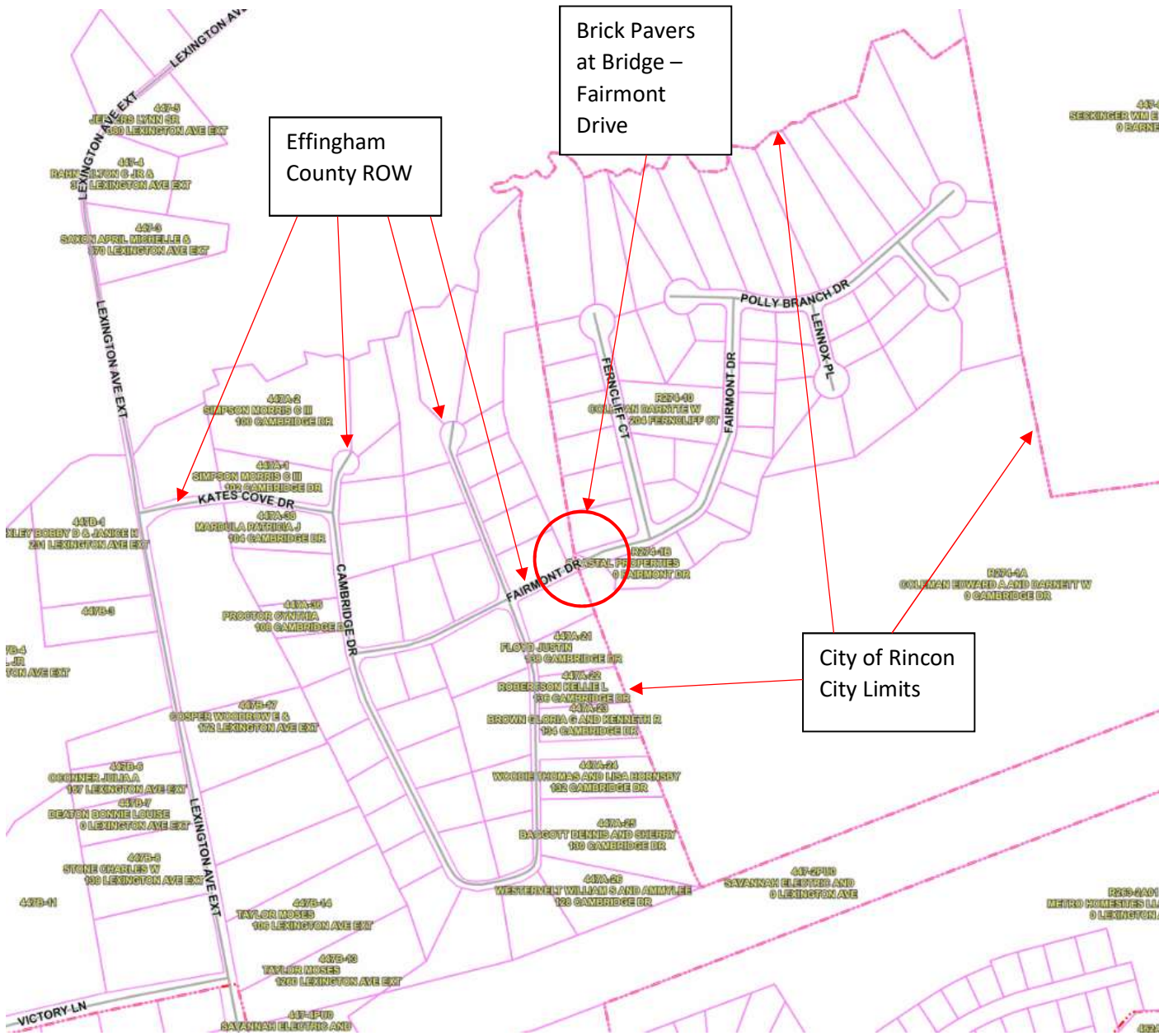
**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** County Engineering; County Attorney

**Funding Source:** SPLOST

**Attachments:** 1. Cost share agreement.



Attachment 1

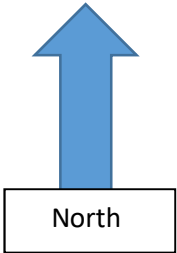
Kate's Cove Subdivision

Map of County Rights-of-Way.

January 19, 2022

Prepared by Effingham County Engineer.

Not to Scale.



## ROAD REPAIR AND MAINTENANCE AGREEMENT

This Road Repair and Maintenance Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between Kate's Cove Homeowner's Association, Inc. (hereinafter referred to as the "HOA") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "County").

### RECITALS

WHEREAS, the HOA maintains the roads that it owns within Kate's Cove Subdivision (hereinafter referred to as the "Subdivision"), including Kates Cove Drive, Cambridge Drive, and Fairmont Drive (hereinafter referred to as the "Roads"), a portion of which is owned and maintained by the County, as shown on the attached drawing entitled "\_\_\_\_\_" prepared by the Effingham County GIS department, dated \_\_\_\_\_, 2022; and

WHEREAS, a portion of the roads in the Subdivision are within the unincorporated areas of the County and a portion of the Roads are within the City limits of Rincon, Georgia; and

WHEREAS, a portion of the roads, specifically Fairmont Drive, maintained by the County includes a portion of a decorative brick paver driving surface (hereinafter referred to as "brick pavers"; and

WHEREAS, the maintenance and repair of said brick pavers are unique and complex and requires specialty work by qualified contractors; and

WHEREAS, the County maintains its roads according to County standards which does not include brick pavers; and

WHEREAS, the HOA wants to keep the brick pavers in place; and

WHEREAS, the HOA agrees to repair and maintain the brick pavers; and

WHEREAS, the County agrees to contribute to the repair of the brick pavers; and

WHEREAS, after the repairs are complete, the County will deed all of its interest in the road which contains the brick pavers including the bridge to the HOA; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will contribute up to Thirty-Six Thousand Dollars (\$36,000.00) to repair the section of the road with brick pavers.
2. The HOA shall retain, subject to approval by the County's Engineers, one or more competent professional engineers and contractors to perform the repairs to the brick pavers. The HOA shall

provide the County a statement from their contractor certifying that the materials and workmanship of the brick pavers and other related materials and work meet the County's specifications and standards. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable testing as required by County engineers in accordance with County specifications and standards.

3. After repairs to the brick pavers are complete, the County shall quit claim deed the section of the road that contains the brick pavers and bridge to the HOA, and the HOA shall be responsible for 100% of the future cost and expense of the brick pavers and bridge maintenance.

4. County will obtain a recordable plat showing the portion of the road that contains the brick pavers and the bridge so that the County can prepare the quit claim deed referenced in Paragraph 3 above.

5. HOA agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the HOA or anyone hired by the HOA to repair the roads.

6. All provisions of law now or hereafter in effect relating to road design and construction by the County shall be applicable to this Agreement.

7. This Agreement between the County and the HOA shall not be transferred or assigned in whole or in part without prior approval of the County being endorsed thereon, and that any violation of this limitation shall terminate the County's obligation and forfeit the HOA's rights thereunder. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County. This Agreement shall constitute the entire agreement between the parties. Any modifications or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect. The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

8. This Agreement supersedes and replaces all previous agreements, memoranda or correspondence between the County and HOA, whether written or oral among the parties with respect to the subject matter of this Agreement.

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

**Kate’s Cove Homeowners Association, Inc.**

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

Its: CEO

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

Its: Secretary

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

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

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

By: \_\_\_\_\_  
Wesley Corbitt  
Chairman

Attest: \_\_\_\_\_  
Stephanie Johnson

Its: County Clerk

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

## Staff Report

**Subject:** 2020 Transportation Master Plan – Forest Haven Amendment  
**Author:** Eric Larson, Asst. County Manager  
**Department:** County Engineering  
**Meeting Date:** February 15, 2022  
**Item Description:** Approve a change order to the 2020 Transportation Master Plan contract to add Forest Haven Drive to the traffic model and study traffic impacts.

### Summary Recommendation:

The 2020 Transportation Master Plan did not originally include Forest Haven Drive in the traffic model created to evaluate intersections. This was because it was considered a dead end local street. However, with the addition of an intersection with Effingham Parkway, the potential for a change in traffic use on Forest Haven Drive exists. This proposed amendment would add the road and model the impact to the road, its intersections with Hodgeville Road and Effingham Parkways, and what improvements would be needed 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 = \$38,500
- This change order = \$10,850
- New Contract Amount = \$149,200
- Work will take approximately 2 months.

### Alternatives for Commission to Consider

- 1 - Approve the change order to Pond Co. in the amount of \$10,850 to study the Forest Haven Drive traffic impact.
- 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.



49 Park of Commerce Way, Suite 203 T: 912.228.3611  
Savannah, Georgia 31405 www.pondco.com

February 8, 2022

Mr. Eric Larson, PE, AICP, CFM, CPSWQ  
Assistant County Manager  
Effingham County Board of Commissioners  
804 South Laurel Street  
Springfield, GA 31329

**Re: Effingham Parkway at Forest Haven Drive Access Analysis**

Dear Mr. Larson,

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:**

Pond will examine the future intersection of Effingham Parkway and Forest Haven Drive/Squirrel Run and how its configuration may affect travel patterns on these roads and other adjacent parts of the roadway network. Pond will consider different types of intersection access and will estimate potential trip diversion from other routes to Forest Haven Drive. Pond will also identify potential improvements needed on Forest Haven Drive and provide planning-level cost estimates for each.

**PROFESSIONAL SERVICES:**

Pond will provide all labor, materials, and equipment necessary to complete the tasks as described herein.

***Scope of Work***

To support future analyses, Pond will conduct a series of traffic counts, which will include:

- 24-hour volume count on Forest Haven Drive or Squirrel Run near the future intersection with Effingham Parkway, and
- 6-hour turning movement count of Forest Haven Drive and Hodgeville Road.

Pond will also utilize turning movement and segment counts used in the TMP to support this effort.

Pond will consider two configurations for the intersection of Effingham Parkway and Forest Haven Drive/Squirrel Run. The first will be a full-access, traditional intersection. The other will include no access to/from the west (Forest Haven Drive), with access available only between Effingham Parkway and Squirrel Run to the east.

For each scenario, Pond will perform a traffic diversion analysis to understand what traffic volume may utilize Forest Haven Drive in the future. Based on these volumes, Pond will identify potential improvements needed to Forest Haven Drive, including the intersection with Hodgeville Road, to ensure it can support the projected traffic. Pond will provide planning-level cost estimates for these improvements so that the County can compare different alternatives. Analyses will be performed based on an anticipated Open Year (expected 2025) and a following Design year (anticipated 2045).

**Deliverable:** Effingham Parkway and Forest Haven Drive Alternatives Analysis Document

**Schedule**

Pond proposes completion of the analysis to provide draft documentation to Effingham County within two months following the receipt of NTP, assuming count data is received within four weeks of NTP.

**Assumptions**

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Traffic analysis at intersections other than Hodgeville Road at Forest Haven Drive and Effingham Parkway at Forest Haven Drive/Squirrel Run.
- Detailed cost estimation of recommendations.

Effingham County will provide Pond with:

- Effingham Parkway traffic volume projections
- Information about pavement conditions on Forest Haven Drive

**Professional Fee**

Pond proposes to accomplish the above scope of services for a total lump-sum fee of \$10,850.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you would like us to discuss or modify the scope please contact myself or Andrew Babb, 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: Andrew Babb, PE, AICP  
Melissa Phillips

ACCEPTED BY: Richard Fangmann, PE, PTOE | Vice-President  
Pond & Company

SIGNATURE: Richard Fangmann

DATE: February 8, 2022

ACCEPTED BY: \_\_\_\_\_  
Effingham County Board of Commissioners

SIGNATURE: \_\_\_\_\_

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

## Staff Report

**Subject:** Final Plat Approval (Second District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Hussey Gay Bell, as agent for Ernest Communities, LLC, requests approval of the final plat for New Haven at Belmont Glen, ph I

### Summary Recommendation:

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

### Executive Summary/Background:

- Ernest Communities, LLC, contractors have built roads, water, sewer, reuse, and stormwater infrastructure for phase I. In order to sell the 84 lots of phase I for home construction, the final plat must be approved, and the roads, water, sewer, reuse, and stormwater infrastructure accepted by the Board of Commissioners.
- Sidewalks are specifically excluded from the property conveyed in the deed.
- EOM inspected the right of way and all public utilities located within the right of way of phase I, and recommend approval.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- The County Engineer reviewed the bond recommendation, and approved the bond for \$132,348,52 which is 10% of the total cost of water, sewer, reuse, and storm drainage infrastructure and paving in phase I.
- The County Attorney reviewed and approved the warranty deed as to form.

### Alternatives for Commission to Consider

1 - Approve the final plat for New Haven at Belmont Glen, ph I, and accept the roads, water, sewer, reuse, and stormwater infrastructure identified in the warranty deed.

2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

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

**Funding Source:** No new funding requested.

### Attachments:

- |   |                     |
|---|---------------------|
| 1. Final Plat for New Haven at Belmont Glen, ph I | 4. Letter of Credit |
| 2. Final Plat Submittal Form & Checklist          | 5. Warranty Deed    |
| 3. EOM recommendation                             |                     |

(ABOVE THIS LINE FOR RECORDING PURPOSES)

STATE OF GEORGIA )  
COUNTY OF EFFINGHAM )

**WARRANTY DEED**

**THIS INDENTURE**, made this \_\_\_\_ day of January 2022 between **ERNEST COMMUNITIES, LLC**, of the State of Georgia and County of Bryan, as party of the first part (hereinafter called "Grantor") and **EFFINGHAM COUNTY BOARD OF COMMISSIONERS**, as party of the second part (hereinafter called "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of TEN (\$10.00) AND NO/100's DOLLARS 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 and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described property:

ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE 9<sup>TH</sup> G. M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, AND BEING SHOWN AND DESIGNATED AS THE STREETS AND RIGHTS-OF-WAY KNOWN AS "BELLEVUE BLVD", "LIAM COURT", "HAISLEY RUN" AND "ALYSSA AVE" ON THAT CERTAIN PLAT OF NEW HAVEN, PHASE 1, BEING A PORTION OF PARCEL 6 OF RINCON RESEARCH TRACT, 9<sup>TH</sup> GM DISTRICT, EFFINGHAM COUNTY, GEORGIA, PREPARED BY P. NATHAN BROWN, GRLS 3185, HUSSEY, GAY, BELL AND DEYOUNG, INC., DATED JANUARY 19, 2022, REVISED FEBRUARY 1, 2022, AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, IN PLAT CABINET \_\_\_\_\_, SLIDE(S)\_\_\_\_\_. SAID PLAT IS INCORPORATED HEREIN BY

SPECIFIC REFERENCE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. IT IS THE INTENTION OF THE GRANTOR TO CONVEY TO THE GRANTEE ALL OF ITS INTEREST IN THE AFORENAMED STREETS OR RIGHTS-OF-WAY FOR PUBLIC ACCESS.

TOGETHER WITH THE WATER AND SANITARY SEWER SYSTEMS AND DRAINAGE IMPROVEMENTS LOCATED WITHIN SAID RIGHTS-OF-WAY AND PUBLIC EASEMENTS LOCATED WITHIN NEW HAVEN SUBDIVISION, PHASE 1, AS SHOWN ON THE AFOREDESCRIBED PLAT WHICH IS INCORPORATED HEREIN FOR DESCRIPTIVE AND ALL OTHER PURPOSES, BUT SPECIFICALLY EXCLUDING ANY SEWER LATERALS, DETENTION PONDS, SIDEWALKS, COMMON AREAS, AND ANY PORTION OF THE WATER SYSTEM FROM THE WATER METER TO ANY RESIDENCE.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE APPURTENANT, COMMERCIAL, TRANSMISSIBLE GENERAL UTILITY EASEMENT FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF PERMANENT ABOVE GROUND OR UNDERGROUND UTILITIES OVER, THROUGH AND ACROSS AND IN THOSE AREAS DESIGNATED AS UTILITY EASEMENTS, AND DRAINAGE EASEMENTS, INCLUDING THE RIGHT TO INGRESS AND EGRESS OVER THE EASEMENTS, ALL LOCATED WITHIN NEW HAVEN SUBDIVISION, PHASE 1, AS SHOWN ON THE AFOREMENTIONED PLAT WHICH IS INCORPORATED HEREIN FOR DESCRIPTIVE AND ALL OTHER PURPOSES.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION BY THE PREPARER, JAMES R. GARDNER, 10385 FORD AVE., STE. A, RICHMOND HILL, GA 31324.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of, the said Grantee, its successors and assigns, 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 lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument under seal  
by and through its duly authorized officer, the day and year first above written.

Signed, sealed and delivered in  
the presence of:

ERNEST COMMUNITIES, LLC

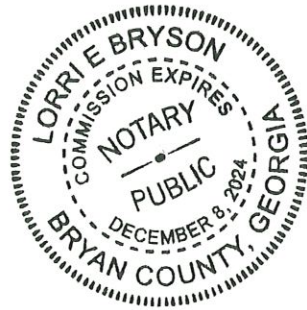
[Signature]  
Unofficial Witness

By: [Signature]  
Elizabeth K. Williams-Holley, Manager

[Signature]  
Notary Public

(Seal)

Prepared by:  
James R. Gardner, LLC  
Post Office Box 879  
Richmond Hill, GA 31324



The foregoing conveyance of streets and drainage, water and sewer improvements in New Haven Subdivision, Phase 1, Effingham County, Georgia is hereby accepted by the Grantee.

Signed, sealed and delivered in the presence of:

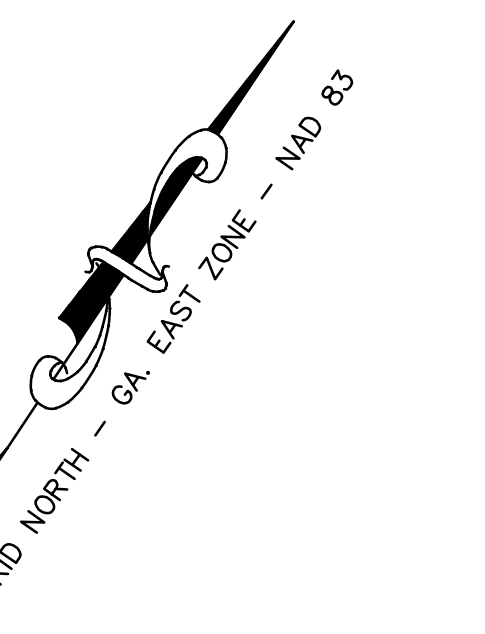
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Unofficial Witness

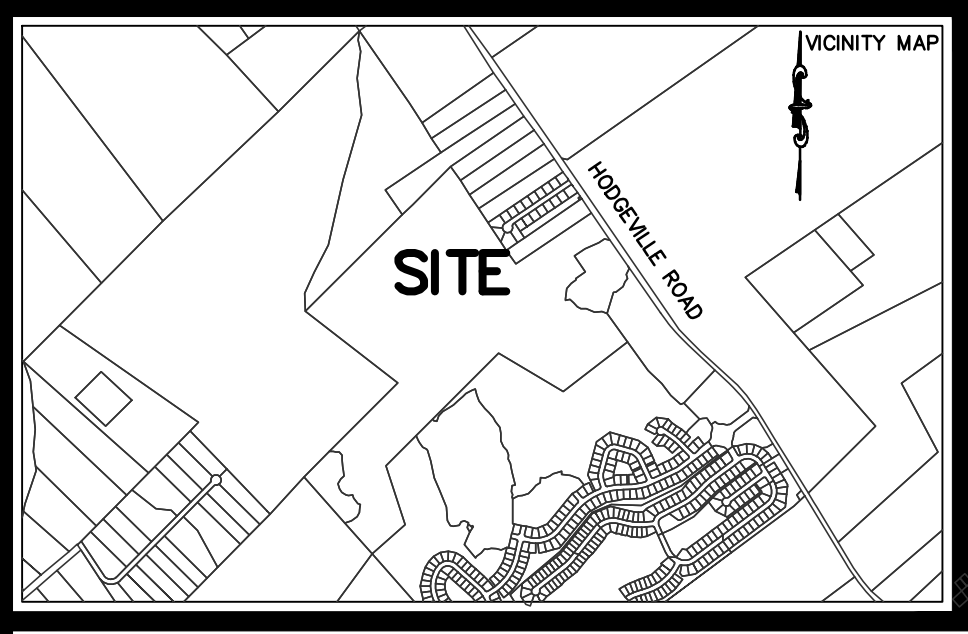
By: \_\_\_\_\_  
Wesley Corbitt, Commission Chair

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Stephanie Johnson, County Clerk



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



REFERENCES: 1. COMPILATION PLAT BY HUSSEY GAY BELL OF TRACT "A" BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH TRACT, ON OCTOBER 10, 2006 AND RECORDED IN PLAT BOOK C144 PAGE F. 2. PLAT BY THOMAS & HUTTON ENGINEERING FIRM OF THE RINCON RESEARCH TRACT AS SHOWN IN PB C57, PG. D1.

NOTES: 1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13103003060 DATED MARCH 16, 2015, THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN WITH A BASE FLOOD ELEVATION OF 60.2 FEET. FEMA FLOOD MAPS CHANGE OFTEN AND SHOULD BE REVIEWED FOR CHANGES PRIOR TO ANY CONSTRUCTION. 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 NOT DISCOVERED BY THE TITLE EXAMINATION. 3. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE NAD 83. 4. PROPERTY IDENTIFICATION NUMBER IS 0416002000. 5. OWNER: ERNEST COMMUNITIES LLC. 6. WETLANDS WERE TAKEN FROM WETLAND PERMIT MAPS OF RECORD. WETLANDS STATUS CHANGE OFTEN AND SHOULD BE VERIFIED BY A WETLAND COMPANY AND THE U.S. ARMY CORP OF ENGINEERS. 7. WETLANDS THAT MAY EXIST ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR THE DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL. 8. SITE MAY BE SUBJECT TO BUILDING SETBACKS. 9. ALL CORNERS ARE 5/8" IRON PINS SET UNLESS NOTED OTHERWISE. 10. SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE HOME OWNERS ASSOCIATION.

LEGEND: [Symbol] CMF = CONCRETE MONUMENT FOUND [Symbol] IPS = IRON PIN SET [Symbol] IFF = IRON PIN FOUND

IT IS HEREBY CERTIFIED THAT A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA BY ERNEST COMMUNITIES LLC IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES SHOWN HEREON ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

WITNESS ERNEST COMMUNITIES LLC CORPORATE NAME  
WITNESS OWNER

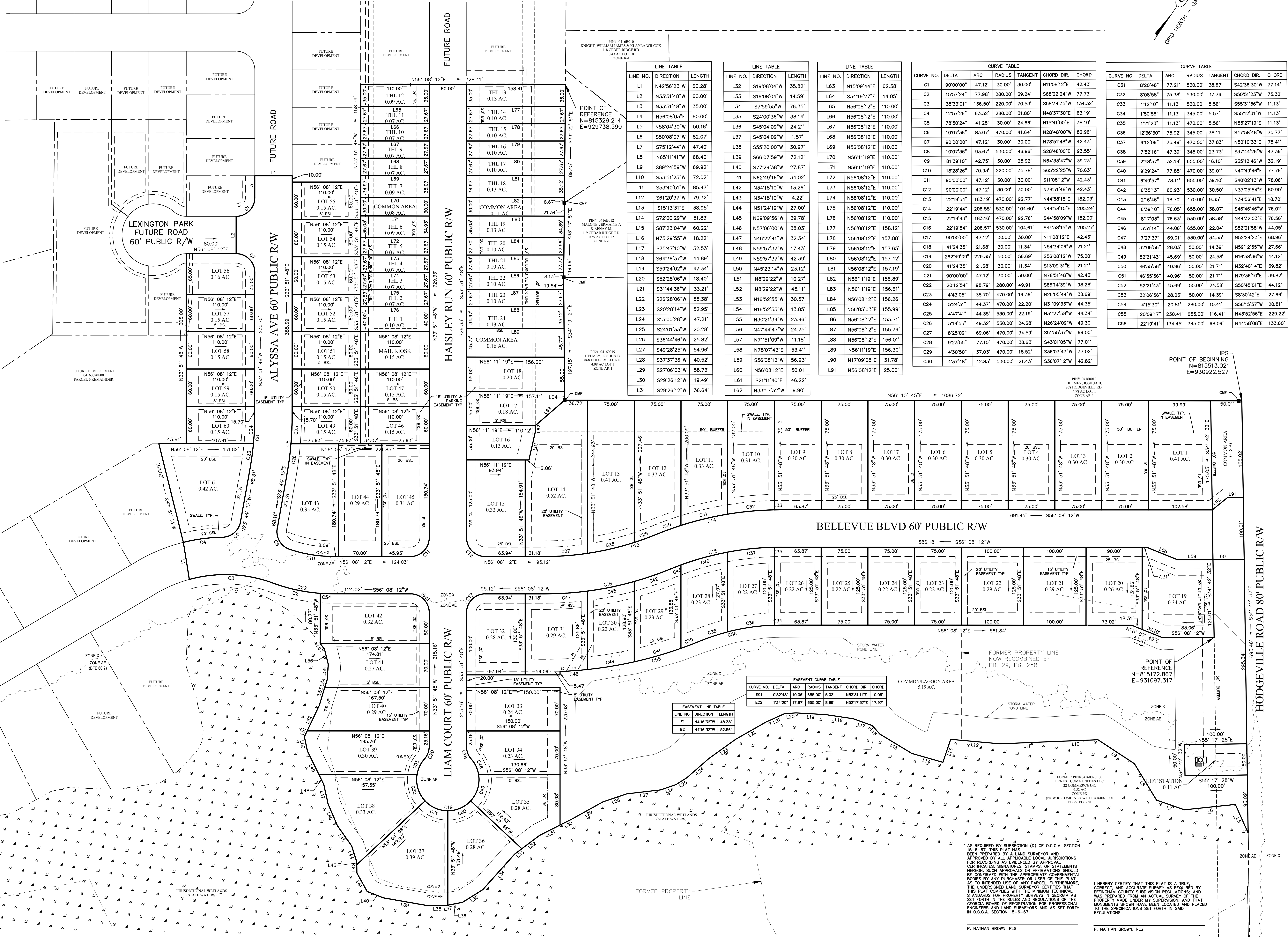
THE SUBDIVISION PLAT KNOWN AS NEW HAVEN PHASE 1 HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA  
DATE: \_\_\_\_\_

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS  
WITNESS CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

ENGINEER'S CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS NEW HAVEN PHASE 1A SHOWN ON THE PLAT DATED JANUARY 19, 2022 PREPARED BY HUSSEY GAY BELL HAS BEEN INSTALLED IN ACCORDANCE WITH THE PRELIMINARY PLAN (CONSTRUCTION DRAWINGS) APPROVED JULY 18, 2020.

REGISTERED ENGINEER DATE



LINE TABLE with columns: LINE NO., DIRECTION, LENGTH. Lists lines L1 through L31 with their respective bearings and distances.

LINE TABLE with columns: LINE NO., DIRECTION, LENGTH. Lists lines L32 through L49 with their respective bearings and distances.

LINE TABLE with columns: LINE NO., DIRECTION, LENGTH. Lists lines L50 through L62 with their respective bearings and distances.

CURVE TABLE with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Lists curves C1 through C30 with their geometric data.

CURVE TABLE with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Lists curves C31 through C56 with their geometric data.

EASEMENT CURVE TABLE with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Lists easement curves E1 through E2 with their geometric data.

EASEMENT LINE TABLE with columns: LINE NO., DIRECTION, LENGTH. Lists easement lines E1 through E2 with their bearings and distances.

AS REQUIRED BY SUBSECTION (b) OF O.C.G.A. SECTION 15-6-87, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS APPROVED AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES AND STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED BY ANY PARTIES SUPERSEDED, IF ANY, BY ANY PURCHASER OR USER OF THIS PLAT AS TO THE COMPLETION OF ANY PARTS SUPERSEDED. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT IS A TRUE AND ACCURATE SURVEY AS REQUIRED BY GEORGIA COUNTY SUBDIVISION REGULATIONS AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER THE SUPERVISION OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-87.

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER THE SUPERVISION OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-87.

MAJOR SUBDIVISION NEW HAVEN, PHASE 1A, PORTION OF PARCEL 5 & 6, FORMERLY PORTION OF TRACT 2 OF THE RINCON RESEARCH TRACT, LANDS OF ERNEST COMMUNITIES LLC, 9TH G.M.D., EFFINGHAM COUNTY, GEORGIA FOR: ERNEST COMMUNITIES LLC. Includes project details, scale (1" = 60'), and the Hussey Gay Bell logo with contact information: 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626.



# COLONY BANK

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

Letter of Credit #114025734

Re: Ernest Communities, LLC  
P O Box 1008  
Richmond Hill, GA 31324

We hereby establish our Irrevocable Letter of Credit #114025734 in the aggregate amount of \$132,348.52. This Letter of Credit is issued to assure the *maintenance* of required improvements and installations after the approval of a final plat.

Available upon presentation of your written request or drafts drawn on us payable at sight for any sum of money not to exceed \$132,348.52 when accompanied by the following documents:

Original of the Irrevocable Letter of Credit; and

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

All drafts hereunder must bear the legend "Drawn under Letter of Credit #114025734, dated February 15, 2022".

This Letter of Credit shall be for a term of 12 months commencing on February 15, 2022 and shall be automatically renewed unless provided with written notification from the bank no less than 60 days prior to the end of the current term of the Letter of Credit.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligation under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that

Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

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

Colony Bank  
Savannah – Home Builder Finance  
P O Box 989  
115 South Grant Street  
Fitzgerald, GA 31750  
Lisa Shuman  
912-927-1277 Ext 3004

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

Sincerely,



Lisa Shuman  
Vice President  
HBF Loan Officer

# EFFINGHAM COUNTY FINAL PLAT SUBMITTAL FORM

<b>OFFICIAL USE ONLY</b>	
Date Received: _____	Project Number: _____
Date Reviewed: _____	Reviewed by: _____

Name of Subdivision New Haven Phase 1

Name of Applicant/Agent HGB for Ernest Communities LLC Phone \_\_\_\_\_

Company Name Ernest Communities LLC

Address PO BOX 1008, RICHMOND HILL, GA 31324

Owner of Record\* Ernest Communities LLC Phone \_\_\_\_\_

Address PO BOX 1008, RICHMOND HILL, GA 31324

Engineer\* Hussey Gay Bell Phone 912-354-4626

Address 329 Commercial Drive, Savannah, GA 31406

Surveyor\* Nathan Brown - HGB Phone 912-354-4626

Address 329 Commercial Drive, Savannah, GA 31406

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

Total acreage subdivided 28.61 ac. Zoning PD Number of Lots 84

Date of sketch plan approval \_\_\_\_\_ Date of preliminary plan approval \_\_\_\_\_

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

Map#/Parcel# 04160020F00 & 04160020E00

Water supply Effingham County

Sewer supply Effingham County

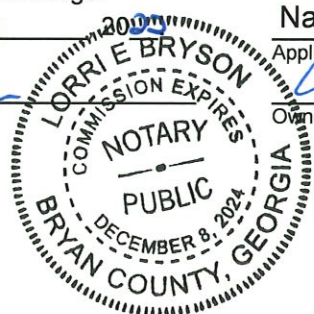
Have any changes been made since this Subdivision was last before the County Commission? \_\_\_\_\_

If so, please describe: NO

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

This 2 day of February 2020 Nathan Brown for Ernest Communities LLC

Lorri E Bryson  
Notary



Applicant  
[Signature]  
Owner

## EFFINGHAM COUNTY FINAL PLAT CHECKLIST

<b>OFFICIAL USE ONLY</b>	
Subdivision Name: _____	Project Number: _____
Date Received: _____	Date Reviewed: _____ Reviewed by: _____

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

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

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

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

This 2 day of February, 2022

Nathan Brown for Ernest Communities LLC

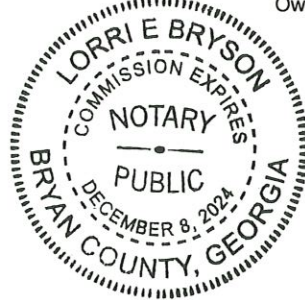
Applicant

Lorri E Bryson

[Signature]

Notary

Owner





EOM Operations  
*Your solution to a better tomorrow*

Item XII. 21.

February 1, 2022  
CC: Liberto Chacon, P.E  
Eric Larson, P.E

Teresa Concannon  
Planning & Zoning Manager  
Effingham County Development Services  
804 S. Laurel Street  
Springfield, GA 31329

Re: New Haven at Belmont Glen Final Plat

Dear Ms. Concannon,

The New Haven at Belmont Glen has requested that the Effingham County accept roads, water, sanitary, reuse and storm sewer systems, located within the Right-of-Way, and the Final Plat for recording. After review of the Plat and visiting the site, we recommend that the Right-of-Way located within the New Haven at Belmont Glen, roads, water, sanitary and storm sewer systems, located within the Right-of-Way and the Final Plat to be accepted and recorded.

Please contact me if you have any questions or if you need any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'V. Srikar'.

Srikar Velagapudi  
Civil Engineer  
EOM Operations



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



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



Ph: 912.445.0050  
F: 912.756.5882

350

## Staff Report

**Subject:** Low- Income Household Water Assistance Program Agreement  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** 02/15/2022  
**Item Description:** Consideration to approve an Agreement between the Georgia Department of Human Services, Division of Family and Children Services (DHS-DFCS) and the Effingham County Board of Commissioners

### Summary Recommendation:

Staff recommends approval of the request.

### Executive Summary:

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

### Background:

The Georgia Department of Human Resources was established in Georgia since 1972. The Georgia Department of Human Services (DHS) was form in 2009 as part of the reorganization of the former department. The department is the largest agency in state government. The Department of Family and Children Services (DFCS) was enacted by Congress in 1980.

### Alternatives for Commission to Consider:

1. Approve the Agreement between the Georgia Department of Human Services, Division of Family and Children Services.
2. To not approve the agreement.

**Recommended Alternative:** Staff recommends Alternative 1

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

**Funding Source:** Funding is provided by federal funds

### Attachments:

1. Agreement



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

---

*[Name of Home Water Supplier]*

**FOR**

**THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)**

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

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

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

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

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



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

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

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

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

## **1. PARTIES' JOINT RESPONSIBILITIES**

The Parties agree to:

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

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

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

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

## **2. HOME WATER SUPPLIER RESPONSIBILITIES**

Home Water Supplier agrees to:

### **General:**

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

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

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

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

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

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

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

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

**Financial Information/Billing:**

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

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

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

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

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

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

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

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

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

- 2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.
- 2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.
- 2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.
- 2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.
- 2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- 2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- 2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.
- 2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

**Data Collection:**

- 2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:
- 2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports.
- 2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.
- 2.17.3. The type of water assistance used by the eligible household, i.e., drinking

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

water, wastewater etc.

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

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

### 3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

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

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

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

### 4. TERM

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

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

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

## 5. PAYMENT

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

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

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

## 6. RELATIONSHIP OF THE PARTIES

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

## 7. TERMINATION

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

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

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

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

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

## 8. DEFAULT

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

## 9. LIMITATION OF LIABILITY

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

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

## 10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

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

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

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

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

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

## 11. NOTICE

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

**DHS-DFCS:**

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

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

**Home Water Supplier**

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

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

**12. AMENDMENTS IN WRITING**

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

**13. COMPLIANCE WITH APPLICABLE LAWS**

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

#### 14. ASSIGNMENT

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

#### 15. DISPUTE RESOLUTION

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

#### 16. MISCELLANEOUS PROVISIONS

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

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

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

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

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

#### 17. WAIVER AND SEVERABILITY

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



**18. COUNTERPARTS/ELECTRONIC SIGNATURES**

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

**19. ENTIRE AGREEMENT**

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

**20. NONDISCRIMINATION**

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

**21. FRAUD**

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

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

*(SIGNATURES ON FOLLOWING PAGE)*

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**SIGNATURE PAGE**

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

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

\_\_\_\_\_  
Chris Hempfling, Deputy Division Director &  
General Counsel, DFCS

\_\_\_\_\_  
Date

\_\_\_\_\_  
*[Name of Home Water Supplier]*

\_\_\_\_\_  
[Name of signatory], [Title]

\_\_\_\_\_  
Date

## ATTACHMENT A



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

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

### **SUPPLEMENTAL TERMS and CONDITIONS**

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

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

#### **Office of Community Services (OCS)**

#### **LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)**

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

#### **APPLICABLE LEGISLATION, STATUTE, REGULATIONS**

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

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

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

#### **FINANCIAL REPORTING AND REQUIREMENTS**

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

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

## **PROGRAM REPORTING AND REQUIREMENTS**

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

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

- c. the number and income levels of households assisted by this award;
- d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

11. The following are the program requirements, consistent with instructions in P.L. 116-260, Section 533 and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:

- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
- b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
- c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
  - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
    - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
    - 2. supplemental security income payments under title XVI of the Social Security Act;
    - 3. food stamps under the Food Stamp Act of 1977;
    - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
    - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or

- ii. households with incomes that do not exceed the greater of the following:
  - 1. an amount equal to 150 percent of the poverty level for such state; or
  - 2. an amount equal to 60 percent of the state median income;
  - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
- d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

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

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

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

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

## REAL PROPERTY REPORTING

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

**EFFECTIVE PERIOD**

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

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**Signature of Governor’s Authorized Official**

Name of State/Territory: Georgia

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

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

**Tom C.  
x Rawlings**

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

Governor’s Authorized Official



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

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

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

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

**Water Utility Information Form**

**ATTACHMENT C**

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

**HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY**

\_\_\_\_\_ STATEWIDE (check if you serve the entire state)

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

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

## Staff Report

**Subject:** Memorandum of Agreement – Mountain Bike Trail Project  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Parks and Landscapes  
**Meeting Date:** February 15, 2022  
**Item Description:** Consider an MOU with the Georgia Hi-Lo Trail, Inc. to construct a mountain bike trail park at the former County landfill on Watts Road.

### Summary Recommendation:

Through a MOU agreement, the Georgia Hi-Lo Trail, Inc. organization will use a portion of a \$450,000 trail grant from the Chestnut Family Foundation to construct biking trails on the former landfill site on Watts Road. The site's proximity to the old railroad bed designated as the Hi-Lo trail and Pineora Park. The site's terrain and the synergy of the area makes this an ideal location.

### Executive Summary/Background:

- Georgia Hi-Lo Trail, Inc. is responsible for all costs, including design and construction.
- The County is allowing the use of the former landfill for the trails. Staff has discussed beneficial re-use of the land with GA-EPD and as long as the soil cap is not excavated, this is permissible.
- The County is agreeable to assisting with construction with loads of dirt and other low-cost or no-cost items provided by the Parks and Landscapes Department.
- The intended use is passive as well as a summer camp held by Georgia Hi-Lo trail.
- The County would assist with maintenance of the trail long-term as needed.

### Alternatives for Commission to Consider

- 1 - Approve staff to negotiate a MOU for a mountain bike trail park with Georgia Hi-Lo Trail.
- 2 – Take no action – Request more information
- 3 - Deny

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

**Department Review:** County Engineer; County Attorney

**Funding Source:** No new funding requested.

**Attachments:** 1. MOU  
 2. Conceptual plan



## Agreement Between the Following:

Georgia Hi-Lo Trail, Inc.

AND

Effingham County, Georgia

FOR

**creation of Mountain Bike Trails in Effingham County for use by Kids Bike League and the general public.**

### I. PURPOSE:

Effingham County hereby supports the development of approximately 8 miles of unpaved multi-use trails on Effingham County property (property defined in attached map) by the Georgia Hi-Lo Trail for use by the Georgia Hi-Lo Trail’s Kids Bike League program and the general public. Activities allowed on the trails are walking, running, bicycling and horse back riding. Motorized vehicles such as dirt bikes or ATVs are not allowed. Trails to be maintained in partnership by Effingham County and the Georgia Hi-Lo Trail.

### II. FEES AND PAYMENT SCHEDULE:

There is no payment required from Effingham County to create these trails, as the Georgia Hi-Lo Trail has received a grant to make trail creation possible in 8 counties, including Effingham County.

### III. TERM & TERMINATION

Effective Date: January 17, 2022 to January 17, 2024

Either party may terminate this Agreement by providing the other with thirty (30) days prior written notice.

### IV. SCOPE OF WORK:

The development of approximately 8 miles of unpaved multi-use trails on Effingham County property by the Georgia Hi-Lo Trail for use by the Georgia Hi-Lo Trail’s Kids Bike League program and the general public. Trails to be developed by employees and volunteers of the Georgia Hi-Lo Trail on Effingham County land for use by the public. These trails are to be a combination of single-track style dirt & grass multi-use trail.

The Georgia Hi-Lo Trail’s executive director and landscape architect, Mary Charles Howard, will layout the location of the trails, layout parking, design signage and host a trail workshop day on-site to train local citizens about multi-use trail creation and maintenance.

Minimal signage printing is included in the Georgia Hi-Lo’s trail creation budget to provide wayfinding signs along the trail and one general signage board posting a trail map, hours of operation, park rules and county emergency contact numbers.

Scope of work *does not include* creating restroom facilities at the location of the trials. Porta-potties will be provided at the trail location by the Georgia Hi-Lo Trail as needed during the time of Kids Bike League summer & winter camps (3 weeks in the summer, 1 week in the winter) and 1 weekend/month during trail work days.

Investment of Georgia Hi-Lo Trail’s trail creation on these specified sites in Effingham County is limited to the cost of labor of our employees and minimal signage only. The grant we have received does not give funds for trail materials or amenities such as purchasing additional soil, building bridges or constructing restrooms. The project can be completed without purchase of additional materials. If local companies and citizens donate additional materials to enhance the trails, that will be gladly accepted and could be tax-deductible as the Georgia Hi-Lo Trail is an IRS nonprofit 501(c)3.

Georgia Hi-Lo Trail has received a \$450,000 grant from The Chestnut Family Foundation to expand their Kids Bike League program to the eight-counties that the Georgia Hi-Lo Trail serves: Greene, Hancock, Washington, Johnson, Emanuel, Bulloch, Effingham and Chatham.

**About The Chestnut Family Foundation**

The Chestnut Family Foundation was started in 2017 by Teresa and Ben Chestnut. Teresa grew up in Seoul, Korea, and as a teenager moved to Hephzibah, Georgia, where she met her husband Ben in high school. A former pediatric nurse at Hughes Spalding Hospital, Teresa’s personal and professional focus has always been on improving the lives of children. Ben is the co-founder and CEO of MailChimp, a global software company headquartered in Atlanta. Teresa and Ben live in Atlanta with their two sons.

The Chestnuts believe children should have access to resources that enable them to be healthy, develop self-confidence, and enjoy life. They seek to partner with nonprofits that have demonstrated compassion and creativity in improving access and choice for children in the areas of health and the performing arts, and ultimately, help build confidence in children.

**Trail Creation Timeline:**

2022:

- February 2022: begin laying out and creating trails on Effingham County property
- February/March 2022: Community trail workshop help on-site to teach trail creation & maintenance
- April 2022: Trails continue to be created & improved
- May 2022: Signs installed on-site. Trails open to the public.
- June/July 2022: Kids Bike League summer camp held on-site
- August - November 2022: monthly trail maintenance & bike rental day 1x/month
- December 2022: Kids Bike League winter camp

2023:

- January - May 2023: monthly trail maintenance & bike rental day 1x/month
- June/July 2023: Kids Bike League summer camp held on-site
- August - November 2023: monthly trail maintenance & bike rental day 1x/month
- December 2023: Kids Bike League winter camp

2024:

Repeat 2023 schedule & report each following year.

### Overview of Kids Bike League:

Creation of these unpaved multi-use trails in Effingham County has been initiated by the fact that the Georgia Hi-Lo Trail would like to bring their Kids Bike League program to Effingham County. Kids Bike League will teach local kids ages 2nd-grade to 8th-grade how to ride bikes in a safe environment, which means off the road. Because Effingham County doesn't currently have any extensive road-separated trails for this type of activity, the Georgia Hi-Lo Trail has received grant funding to create mountain bike trails in Effingham County.

Starting in 2022, Kids Bike League will serve 640 kids annually by offering four week-long camps in each of the Trail's eight counties. Camp will be limited to 20 campers per week at a cost of \$75/week/kid with scholarships available.

Kids attending Kids Bike League do not need to know how to ride a bike, as program coaches will work to teach kids if they don't yet know. Kids Bike League will provide bicycles and helmets for use during camp to children who need them.

To learn more about Kids Bike League, visit [www.georgiahilo.com/kids](http://www.georgiahilo.com/kids). Camp registration and camp scholarship applications will be available on the Georgia Hi-Lo website.

### More about Kids Bike League

The Georgia Hi-Lo Trail believes the need for investment in kids who live in our rural communities is great. Many rural communities are shrinking as young adults move away for more opportunities and many who stay haven't been given the confidence, skills or vision to step into leadership positions like business ownership, government roles and more.

Kids Bike League aims to instill confidence and a desire to lead their community through teaching bicycle skills and land stewardship to kids ages 2nd through 8th grade. We focus on reaching out to those most in need of a sense of belonging in the bicycle and outdoor realm: minorities and girls.

Kids Bike League will teach bicycle camps in each of the Georgia Hi-Lo Trail's eight counties! *But where?* The need for public trails in rural areas is also great. In most of the eight proposed Georgia Hi-Lo Trail counties, there are no or limited safe public spaces where bicycles are welcome.

Kids Bike League will work with communities to locate public land to build or improve mountain bike trails on for use of Kids Bike League and the general public. Kids Bike League will have a year-round presence in eight counties as Kids Bike League offers winter & summer camps and hosts monthly trail workdays at each bicycle park.

### 1) RESPONSIBILITIES OF EFFINGHAM COUNTY:

- i. Provide access to land to the Georgia Hi-Lo Trail to support the development of multi-use trails in Effingham County.
- ii. Work with the Georgia Hi-Lo Trail to participate in trail maintenance as needed. For example, if a large tree falls across the trail and Georgia Hi-Lo Trail volunteers don't have the equipment to remove it from the trail, we may ask the county to help.
- iii. Communicate about the newly created multi-use unpaved trail system on Effingham County land to the leadership of municipalities within Effingham County to enhance community support and engagement around the trails.



**2) RESPONSIBILITIES OF GEORGIA HI-LO TRAIL, INC.:**

- i. Work with the Effingham County to agree on bike park location.
- ii. Create trails, host trail workshop to train locals about trail creation and maintenance, host monthly trail workdays for continued trail development and maintenance, work with Effingham County to keep trails maintained.
- iii. Provide concept images of bike park and trail signage to Effingham County and work with county leadership to approve park rules signage.
- iv. Include Effingham County in all supportive and promotional material regarding the development of the these multi-use trails, as appropriate.
- v. Keep Chatham County informed about implementation of the master planning process and include them in stakeholder meetings.

**3) DELIVERABLES to be provided to EFFINGHAM COUNTY:**

- i. Digital copy of park multi-use trail layout (concept and final)
- ii. Digital copy of the conceptual image of all trail signage.

**V. CONFLICT RESOLUTION**

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract, including but not limited to payment disputes, through negotiations between senior management of the parties.

**VI. NOTICE**

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

FOR EFFINGHAM COUNTY:  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, Georgia 31329.

FOR GEORGIA HI-LO TRAIL, INC.:  
C/O: Mary Charles Howard, Executive Director  
459 Sunhill Grange Road  
Sandersville, Georgia 31082

**VII. AMENDMENT IN WRITING**

No amendment, waiver, termination or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

**X. CONTRACT ASSIGNMENT**

The Parties to this Agreement shall not assign this Contract, in whole or in part, without the prior written consent of the Georgia Hi-Lo Trail, Inc., and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

**XI. SEVERABILITY**

Any section, subsection, paragraph, term, condition, provision, or other part of this Contract that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

**XII. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**IN WITNESS WHEREOF**, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year first written above.

**Effingham County Board of Commissioners**

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

PRINTED NAME: Wesley Corbitt

TITLE: Chairman

**Georgia Hi-Lo Trail, Inc:**

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

PRINTED NAME: Mary Charles Howard

TITLE: Executive Director

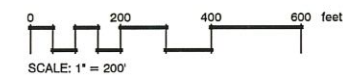




**Total 8 miles of Proposed Trail on Total 106.43 Acres**

Area A) 3.5 Miles of Trail at Watts Road Old Landfill Site:  
 - Watts Road Parcel ID - 02960009 (45 acres)

Area B) 4.5 miles of Trail around Baseball Field Sites on 4 separate Effingham County BOC properties:  
 - Honey Ridge Road Parcel ID - 02960074 (14.35 acres)  
 - Honey Ridge Road Parcel ID - 02960075 (10.73 acres)  
 - Second Street Parcel ID - 02960030A00 (19.93 acres)  
 - Central Avenue Parcel ID - 029600B00 (16.42 acres)  
 - Total 61.43 acres on 4 properties in Area B

Area C) 0.5 miles on lightly trafficked road between parks



General Notes		Item XIII. 1.
	1	YYYY/MM/DD
No.	Revision/Issue	Date
Designed By: FIELD STUDY SOUTH 459 SUNHILL GRANGE ROAD, SANDERSVILLE, GEORGIA, 31082 706-338-8054 FIELDSTUDYSOUTH@GMAIL.COM		
		
Project/Client: GEORGIA HI-LO TRAIL, INC. EFFINGHAM COUNTY MULTI-USE TRAILS		
Project Kids Bike League Trails Date 2022/01/07 Scale 1"=200'	Sheet CONCEPT-PLAN  L1 Sheet Size: 24"x36"	

County Engineer's Capital Project and Noteworthy projects report				
				Friday, February 4, 2022
LEGEND	Complete, or nearing Completion			
	Under Construction			
	In Design and/or Bidding Process			
	Not yet started; future project			
Project #	Project Name	Project Description	Project Status	Next Step(s)
1	Effingham Parkway	New route from Hwy 30 in Chatham County to Blue Jay Road tie-in.	Pre-Construction Conference was held October 27, 2021.	Balfour Beatty is clearing. See GDOT update.
2	LMIG 2020 Resurfacing	Annual various county road resurfacing project.	All work complete.	Close out paperwork.
3	TSPLOST Resurfacing (excl. Hodgeville Road)	Resurfacing on various county roads.	Construction underway.	Continue paving through March 2022.
4	LMIG 2021 / TSPLOST 2021 Resurfacing	Resurfacing on various county roads.	Construction underway.	Continue paving through March 2022.
5	LMIG 2021 SAP	Safety improvements on various county roads.	All work complete.	Close out paperwork.
6	Blue Jay Road & McCall Road realignment	Realign Blue Jay Road to tie into McCall Road as a curve.	Construction underway. Traffic switch over 12/20/21.	Close out; Substantial Completion occurred in December 2021.
7	McCall Road @ Blandford Rd. Intersection	Addition of turn lanes on McCall Road at Blandford Road. (Add on to BJ Rd. & McCall Rd. realignment project.)	Construction underway.	Close out; Substantial Completion occurred in December 2021.
8	TSPLOST Ash Road FDR	Full Depth reclamation of various ash roads.	Engineering field work complete; design and bid specs in progress	Bidding for construction mid-February 2022.
9	Transportation Master Plan	Study major state and county routes throughout the County for long range planning of CIP needs.	BOC adopted Dec. 7, 2021. Close out paperwork & electronic deliverables rec'd.	COMPLETE.
10	TSPLOST intersection improvements	Various county road intersection improvements.	Design Underway. Kolic Helmey Road turn lanes at Elementary school to be fast-tracked. Potential Development Agreement for Kolic Helmey Road and Hwy 30 intersection being negotiated.	Design completed and bid for Kolic-Helmey @ school. Other design forthcoming.
11	TSPLOST - Hodgeville Road Resurfacing	Resurfacing.	On hold pending completion of various intersection improvements.	IFB for Construction.
12	TSPLOST - Courthouse Rd. realignment	Realignment of Courthouse Road and McCall Road intersection.	RFQ for engineering design services in process.	Bid and Award Design services.
13	TSPLOST - Goshen Road widening	major widening.	Transportation Master Plan concurs with TSPLOST scope.	RFQ for engineering design services.
14	TSPLOST - Misc. Drainage Improvements	Misc. drainage improvements to improve county roads.	Not started. This project compliments other road projects as needed. Labrador Lane repairs in TSLPOST resurfacing contract canceled. Funds will be used for Westwood Heights Subdivision.	RFQ for engineering design services as needed.
15	New Administration Building	Remodeling 802 (second floor) and 804 S. Laurel St. for administrative offices.	Substantial Completion. Move in complete. Punch list and close out documents in process.	Begin Design on remodel of the first floor of the north building once the bank moves out.
16	Fire Station - Hodgeville Road	New fire station.	Construction underway. Building under construction. Change Orders pending.	Completion date scheduled for late July 2022.

County Engineer's Capital Project and Noteworthy projects report				
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	Not yet started; future project			
Project #	Project Name	Project Description	Project Status	Next Step(s)
17	Fire Station - Guyton	New fire station.	Design underway. Preparing bid package.	IFB for Construction.
18	EMS HQ expansion	expansion of EMS HQ	Design underway. Site design and Architectural drawings concept only.	Complete design; prepare bid package.
19	Sheriff's Maint. Shed	New storage for Sheriff's office use.	Design underway. Site design and Architectural drawings concept only.	Complete design; prepare bid package.
20	Prison Maint. Bldg.	Replace damaged building for prison maint. Use.	Design underway. Site design and Architectural drawings concept only.	Complete design; prepare bid package.
21	So. Effingham Fire Station (Ladessie Zeigler Road / Hwy 30)	Expansion of existing fire station.	Not started. Concept Architectural alternatives only.	Authorize Architect to design with preferred alternate.
22	Facilities Master Plan	Study most County owned facilities throughout the County for long range planning of CIP needs.	Staff reviewed draft and returned for corrections and additions.	BOC review of final draft.
23	McCall Park	Rehabilitation and expansion of McCall Park	Construction ongoing. Material delivery delays.	Close out.
24	Annex Hwy 119 - Ballfield #2 field lights	Replacement of field lighting on Field #2.	Construction underway. Poles in. Electrical wiring in progress.	Close out.
25	Atlas Mine Soil Remediation	Remove contaminated soil and restore site for future use(s)	Engineering design consultant preparing construction plans. Alternative soil re-use option being added to RFP. Applying for USEPA Brownfield Grant. Pursuing other grant opportunities.	Pending grant results; bid and/or award construction contract.
26	Water Loop A	Installation of 16" water line from Blandford Elementary School on McCall Road to Blandford Crossing Subdivision on Blue Jay Road. (HGB designer)	Complete.	Close out paperwork.
27	Water Booster Station	New waterline booster pump station for City of Savannah supply on Hodgeville Road	Construction underway. Pump skid in production.	Completion date TBD.
28	Hodgeville Lift Station Upgrades	Upgrade existing Hodgeville lift station (#4)	Design complete. Permitting complete. Pending minor plan revisions. Preparing bid package.	Bidding for construction.
29	Hodgeville LS #4 Sanitary Sewer Force Main	Installation of a new 18" PVC force main from Hodgeville Road lift station #4 to the Effingham WWTP.	Design at 70% complete. Permitting in progress.	Easement Acquisition; IFB for Construction.
30	Water Loop B	Installation of 16" water line from Emerald Crossing Subdivision to Marlow Elementary on Highway 17.	Design complete. Permits in place. Preparing bid package. Adding re-use line back into project for the Blue Jay Road portion.	Bidding for construction.
31	WWTP SCADA	Upgrade the WWTP supervisory control and data acquisition system	Set up of software and computer hardware complete. Upgraded to components in progress. Crossover to new system 100% complete.	Complete setup. Employee training on new systems. Implementation of recommended replacement in future years

County Engineer's Capital Project and Noteworthy projects report				
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Project #	Project Name	Project Description	Project Status	Next Step(s)
32	Additional WWTP Spray field	Installation of additional spray fields or irrigation to increase current permit limits.	Waste Load Allocation letter received from GA-EPD. Antidegradation analysis w/ additional testing in progress.	Concept design.
33	Direct WWTP Effluent Discharge to Little Ogeechee River	Create a surface water discharge for the WWTP to lessen need for Land Application of effluent water.	Ogeechee Run WLA request is pending additional D.O. testing. County is conducting a Tide study to assist GA-EPD with D.O. study.	Antidegradation analysis w/ additional testing, then concept design
34	Water and Sewer Master Plan	Water, Sewer, and Re-use Master Plan will be created to identify short term and long term capacity needs and system improvement projects.	Data collection, interviews with stakeholders complete. Modeling and Mapping in progress	Draft report.
35	Sewer Force Main along Hwy 17 from Marlow to Blue Jay	New sewer force main along Hwy 17 from Marlow Elementary School through the roundabout at Blue Jay Road.	Concept only. Need based on development trends. Applying for State Fiscal Recovery Fund grant.	Wait on Water and Sewer Master Plan to define need.
36	Upgrade Existing Sewer Force Main on Blue Jay & Extend to Hwy 17	Replace existing sewer force mains along Blue Jay Road from Hodgeville to Greystone Subdivision and the roundabout at Highway 17.	Concept only. Need based on development trends. Applying for State Fiscal Recovery Fund grant.	Wait on Water and Sewer Master Plan to define need.
37	Stormwater Feasibility Study	Determining the feasibility of a storm water utility and developing a rate structure.	Draft report presented to stakeholders 11/8/21 and public 11/10/21. Presentation to BOC on 11/16/21.	On Hold due to negative feedback.
38	Stormwater Master Plan	Stormwater Master Plan will be created to identify short term and long term storm drainage improvement projects and MS4 program needs.	The County received a Coastal Incentive Grant to fund 50% of the project cost over 24 months. Funding match is anticipated Stormwater Utility fees upon adoption of the Utility.	Prepare a RFQ and scope of work for an engineering consultant.
39	Shearouse Flooding	Resolve localized flooding at intersection with Hwy 30.	Design complete. Permitting complete. Bidding in progress.	Award Bid and begin Construction.
40	Staffordshire Drainage Coop.	Resolve localized flooding in subdivision.	County staff and the developer cooperating on a drainage solution for the neighborhood and the immediate vicinity. Developer's engineer preparing design.	Agreement of the solution and any off-site improvement needs.
41	Patriot Point termini completion	Complete construction of a road stub into former future phase of subdivision.	Design complete. Permitting complete. Bidding in progress.	Award Bid and begin Construction.
42	Clarence Morgan Ballfield Complex Ticketing Booths	Construct 8'x10' booths on existing foundations	Proposals for design rejected due to cost. Seeking opinion of const. cost.	Contract for design; solicit bids. Potential to put project on hold pending Parks master plan.
43	Animal Shelter Cat Patio	Add screened outdoor patio for cat room	Bids received. Rejected due to cost. Seeking local quotes.	Award for construction.
44	Veteran's Memorial Park Restrooms	Construct restrooms for the park	grant application for Planter's grant submitted.	If grant awarded, hire a consultant; design; bid; construct.
45	Parks Master Plan update and concept plans	Update 2015 report on needs, prepare conceptual plans and budget estimates	Soliciting scope of work proposals from IDC Consultants	Hire consultant and prepare plan
46	Water Meter Change out	Replace approx. 1500 meters to Master Meter	Meters ordered. Installed in progress.	Complete orders and installs.
47	Solid Waste Management Plan update	Update the 2007 plan to project future solid waste disposal needs for the County	Final report presented to the BOC Oct 5, 2021.	Public meeting and BOC vote - Date TBD.

<b>County Engineer's Capital Project and Noteworthy projects report</b>	
	<b>Friday, February 4, 2022</b>

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	In Design and/or Bidding Process
	Not yet started; future project

Project #	Project Name	Project Description	Project Status	Next Step(s)
48	Re-Use extension - Blue Jay Commons Sub'd	Cost share in up-sizing of the reuse line to serve this new development and future expansion	Agreement approved. Under Const.	Reimburse via Service Recovery fee credits
49	Plans scanning and GIS integration	Scan archived drawings, plans, plats from past and current projects; digitize information from scanned documents to build GIS maps.	Spatial Engineering hired to scan documents. In progress. Completion in April 2022.	Additional work orders to digitize water, sewer, storm, other utilities, easements, roads, and other features to build GIS layers for mapping.
50	Development Services Codes revision and updates	review existing codes, regulations, policies, procedures within the Zoning Ordinance, Subdivision regulations, Engineering Specifications, Stormwater Management guide, building code, and others to update, revise, delete, etc. to improve the quality of development in the County	Contract awarded to SM&E. Kick off meeting held. Stakeholder meeting December 1, 2021. Public workshops held Feb. 8, 2022.	Draft plans, additional stakeholder and public meetings. Completion winter 2022.
51	Development bonds review	research status on older development projects and associated bonds and determine which bonds can be released.	List updates ongoing; inspections made as needed.	proactively manage the list going forward to prevent legacy projects.
52	SPLOST 2021 facility projects	numerous facility and county property projects, subject to vote approved SPLOST referendum in fall 2021	Referendum passed.	Develop budget and schedule for projects. See other projects.
53	Fleet replacements	Enterprise lease program for county vehicles	FY 2021 and partial FY 2022 ordered placed. Delayed due to OEM issues.	pending delivery of units.
54	Fuel management	update and improvement to fuel cards and purchasing of fuel	staff researching options.	RFP for system.
55	Gas canopy and fuel pump upgrades	replace canopy and pumps.	Pending decision on Fuel Management Program	
56	Baker Park Tennis Court Surfacing	replace playing surface	seeking grant funding.	
57	Baker Park Trail repairs	repair hazards	Urgent spot repair construction complete. Full replacement listed in SPLOST 2021 project list.	RFP for design; IFB for const.
58	Meldrim Maintenance Agreement with Community Group	Renew agreement with community group for routine maintenance of the park.		Staff draft Agreement.
59	Sand Hill Park Disc golf course	Add disc golf to park.	Staff working with a subject matter expert on a concept layout. Survey work pending.	
60	County Jail HVAC automation	Upgrade HVAC system to balance air flow and control temperature through automation.	Not started.	
61	EMA Facility Generator needs, grant applications	Add generators to County critical facilities.	EMA and facility staff defined projects and submitted grant applications.	If grant awarded, hire a consultant; design; bid; construct.
62	Old Louisville Road pipe Collapse	Storm damage. Restore road and drainage from wash out.	Contract for Design Build with contractor approved by BOC November 16, 2021. Construction started Feb. 7, 2022.	construction.
63	Broadband Grant	Partner with Planters Coop to extend Broadband services	State Fiscal Recovery Grant application submitted.	wait for grant award.

<b>County Engineer's Capital Project and Noteworthy projects report</b>	
	<b>Friday, February 4, 2022</b>

<b>LEGEND</b>	Complete, or nearing Completion
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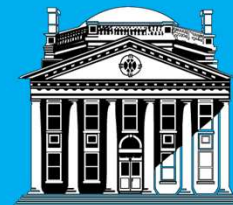
Project #	Project Name	Project Description	Project Status	Next Step(s)
64	Old River Road Widening	Partner with Chatham County to widen from SR 204 to US 80.	Chatham Co. awarded Core MPO Z230 funds for design and ROW acquisition within Chatham Co. area. IGA for Effingham County cost share in progress. Effingham and Chatham intend to also do an IGA to partner on a EDA grant for the Effingham County portion. Potentially incorporate TSPLOST ORR / Hwy 80 project into this project and use TSPLOST funding for grant match. PROJECT CANCELED.	Apply for grants and revisit partnerships with Chatham County and CORE MPO.
65	Westwood Heights Drainage Improvements	Repair ditches and culverts to improve drainage throughout subdivision.	Pending award for design services.	Award Design, begin survey work.
66	Water and Sewer Extension on Old Augusta Road	Extend services to within 1000' of Abercorn Road	Design bid and put on hold pending a DA with a developer to cost share the project.	Sign DA and reimburse developer for design and construction.
67	CEM Gym Expansion	Add wing for Rec. office, EMA HQ, and multi-purpose room	Not started.	RFQ for engineering design services.
68	Central School restoration	total restoration and upfit for use as office, warehouse.	Not started.	RFQ for engineering design services.
69	902 S. Pine St. remediation and remodel	remove black mold and remodel for future use.	Not started.	RFQ for engineering design services.
70	904 S. Pine St. remodel	remodel for future use.	RFQ for engineering design services in progress.	Bid award and design.
71	900 Block S. Pine Parking Lot	build parking behind buildings	Not started.	RFQ for engineering design services.
72	Hwy 119 Annex Remodel	remodel space in phases	Not started.	RFQ for engineering design services.
73	802 S. Laurel 1st floor remodel	remodel former bank space for Tax Assessor and Tax Commissioner.	Greenline Arch. Has concept. Need contract for design.	RFQ for Architect design services.
74	LMIG 2022	Annual resurfacing contract	Project recommendations complete. LMIG 2022 grant awarded.	Prepare bid package.
75	LMIG 2023	Annual resurfacing contract	Submitted mileage to GDOT for future allocations of LMIG funds. Approval pending.	Prepare LMIG 2023 grant application in fall 2022.



# Capital Project Update

Board of Commissioner's Meeting

February 15, 2022



County  
**Effingham**  
*Georgia*

# Ga DOT Update

## Preconstruction Status January 22

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## ACTIVE CONSTRUCTION PROJECTS JANUARY 22

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County  
**Effingham**  
*Georgia*

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County  
**Effingham**  
*Georgia*

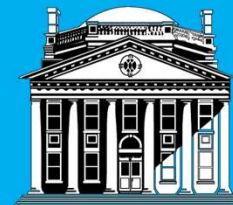
# LMIG 2021



Sand Hill Road

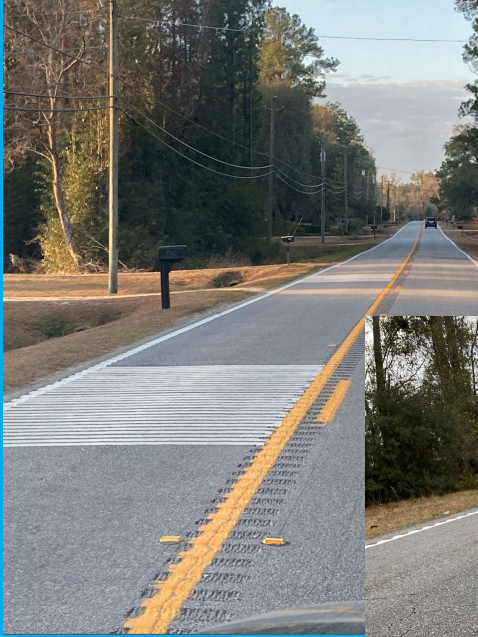


Exley Loop Road



County  
**Effingham**  
*Georgia*

# LMIG 2021 SAP



County  
**Effingham**  
*Georgia*

**LMIG PROJECT REPORT**  
**Effingham County, GA**

<b>2022 LMIG Expenditures:</b>		\$ 988,409.52
<b>Required Match</b> (10% or 30%):	<u>30%</u>	\$ 296,522.86
<b>Total Local Government Expenditures:</b>		\$ 1,284,932.38

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<b>TOTAL PROJECT COST</b>					<b>\$1,347,792.00</b>	

# LMIG 2022

Presentation to follow in the near future



County  
**Effingham**  
*Georgia*

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County  
**Effingham**  
*Georgia*

# McCall and Blue Jay Roads realignment



- Substantially complete
- Final striping in progress
- Punch List items underway



County  
**Effingham**  
*Georgia*



# Ash Road Full Depth Reclamation (FDR)

- Courthouse Road between SR17 and Midland
  - Archer Road
  - Floyd Avenue
  - Clark Road
  - Old Dixie Highway South
  - Corinth Church Road
  - Old Augusta Road (North - Cloy-Kildare Road to End)
  - Whitaker Road
  - Bethany Road
  - Scuffletown Road (Added Road)
  - Mt. Pleasant Road (Added Road)
- Review / Certify FDRE Mix Design #3 (Old Augusta Road)



County  
**Effingham**  
*Georgia*

# Indigo Road – 2 years later



County  
**Effingham**  
*Georgia*

# Hot Mix Asphalt (traditional) resurfacing

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County  
**Effingham**  
*Georgia*

# Re-Paving



George Road



Kelly Road / Robin Road

Zettlers Loop Road / Harley Road



Edgewood Road

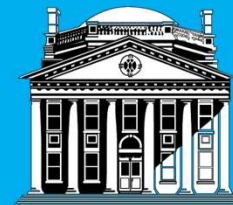


County  
**Effingham**  
*Georgia*

# Re-Paving



Reiser Road / Springhill Road



County  
**Effingham**  
*Georgia*

# Re-Paving



Beecher Road / Red Maple Road



County  
**Effingham**  
*Georgia*

# TSPLOST Intersections

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- I-9 - Kolic Helmey Road / SR30 \*\*
- I- 10 McCall Road / Little McCall Road Turn Lanes
- I- 11B - Courthouse Road Extension / Midland Road Intersection

# Design and Bidding scheduled to be completed by May 31, 2022.  
Construction to be June 1 and complete by July 31 timeframe.

\*\* Potential Development Agreement and restudy of the intersection



County  
**Effingham**  
*Georgia*

# Effingham Parkway

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- Pre-Construction meeting held October 27, 2021
- Current status is clearing right-of-way.
- Substantial completion is April 2025; Contract runs to end of 2025



County  
**Effingham**  
*Georgia*



# Transportation Master Plan

- Complete
- Public Hearing and adoption by resolution by BOC on December 7, 2021



County  
**Effingham**  
*Georgia*

# Kate's Cove Subdivision

- Cost Share agreement with HOA to repair the brick paver approach to the bridge
- Plan to dedicate the ROW to HOA upon completion



County  
**Effingham**  
*Georgia*

# Old Louisville Road Pipe Collaspe



Old Louisville Road pipe Collapse – July 18, 2021; 5-36” RCP failure and road washout. Design-Build awarded, Construction began Feb. 7.



County  
**Effingham**  
*Georgia*

# Water and Sewer

- Loop A Water
  - Complete
- Loop B Water
  - Design revisions
  - Easement Acquisition
- WWTP SCADA – Complete
- WWTP Sprayfield – permit review
- Ogeechee Run surface discharge permit – D.O. Study
- Master plan – Modeling, Mapping
- Old Augusta Road W/S extension – Development Agreement Pending
- Water meter swap outs - in progress
- Re-Use extension by Blue Jay Commons – in progress

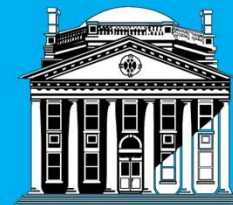


County  
**Effingham**  
*Georgia*

# Water Booster Station



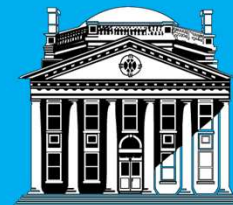
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County  
**Effingham**  
*Georgia*

# Hodgeville Road Lift Station Upgrade

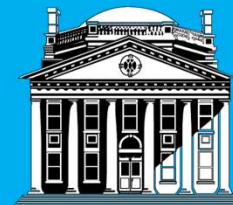
- Design underway
- Bid for construction expected within 90 days
- Force Main Project
  - Design 90%
  - Easement Acquisition
  - Wetland Mitigation



County  
**Effingham**  
*Georgia*

# Stormwater / Drainage Projects

- Stormwater Utility Feasibility Study – Action on Hold
- Stormwater Masterplan – RFQ not started
- Shearouse Road Drainage – Const. Bidding
- Westwood Heights Subdivision – Design award pending
- ?
- ?



County  
**Effingham**  
*Georgia*

# Development Services Projects

- Codes Revision and Comprehensive Plan update – Public meetings underway
- Plan Scanning – in progress
- Infrastructure digitizing – in progress
- Development Bond review and deposition – in progress



County  
**Effingham**  
*Georgia*



# Facilities

- New Administration Building – Complete. Punch list still in progress.
- Guyton Fire Station – Ready for Construction Bid mid-February or early March
- Facilities Master Plan – Final revisions and corrections underway
- Animal Shelter “Catio” – bidding
- Fuel Management – Preparing a plan
- Fleet Management – Replacements slow but arriving



County  
**Effingham**  
*Georgia*

# Hodgeville Fire Station #15



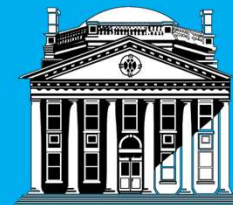
- Foundation under construction
- Cost issue with Steel
- Anchor Bolt problems
- Change order to coordinate with Force Main Project



County  
**Effingham**  
*Georgia*

# Parks and Landscape

- Parks Masterplan update – Proposals under review
- Sandhill Park Disc Golf – Surveying, design
- McCall Park



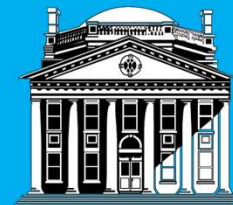
County  
**Effingham**  
*Georgia*

# McCall Park



Working on:  
Fence  
Paving  
Playground  
Restroom

Complete:  
Field  
Sidewalk  
Trail  
Pavilion



County  
**Effingham**  
*Georgia*

# Other Noteworthy Projects

- Patriot Point S/D / Freedom Trial completion – Const. Bidding
- Solid Waste Masterplan – Final action on hold



County  
**Effingham**  
*Georgia*

# SPLOST 2021 – Starting up...

- 904 S. Pine Street Remodel – RFP for design in progress



County  
**Effingham**  
*Georgia*

# Questions?



County  
**Effingham**  
*Georgia*

# Capital Project Update

Board of Commissioner's Meeting

February 15, 2022



County  
**Effingham**  
*Georgia*



# Ga DOT Update

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# LMIG 2021

Item XIII. 2.



Sand Hill Road



Exley Loop Road



County  
**Effingham**  
*Georgia*

# LMIG 2021 SAP

Item XIII. 2.



County  
**Effingham**  
*Georgia*

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**Effingham County, GA**

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**LMIG 2022**

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**Effingham** County  
*Georgia*

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Item XIII. 2.



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County  
**Effingham**  
*Georgia*

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Item XIII. 2.



County  
**Effingham**  
*Georgia*

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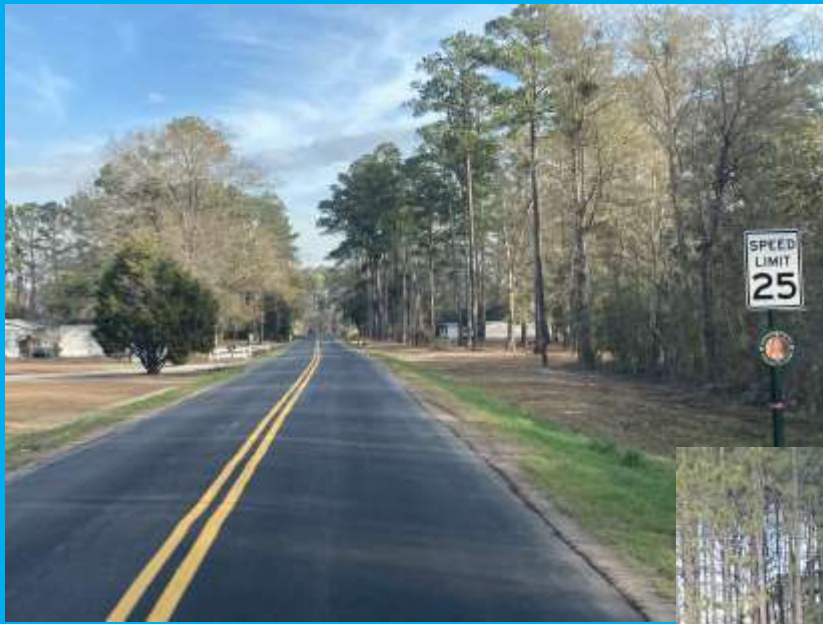
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# Re-Paving



George Road



Kelly Road / Robin Road

Zettlers Loop Road / Harley Road



Edgewood Road



# Re-Paving

Item XIII. 2.



Reiser Road / Springhill Road



County  
**Effingham**  
*Georgia*

# Re-Paving



Beecher Road / Red Maple Road



Item XIII. 2.



County  
**Effingham**  
*Georgia*

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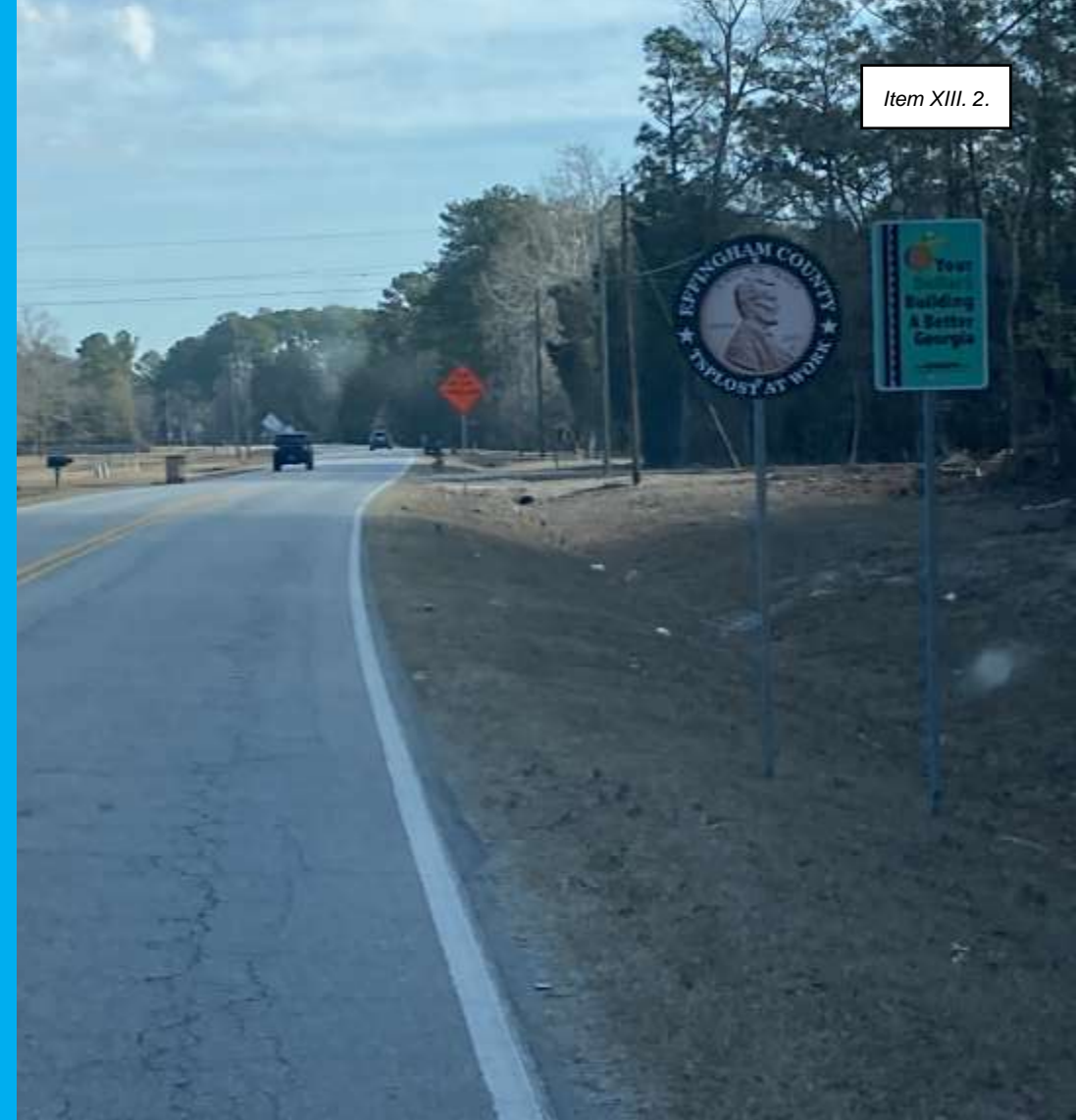
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- ?



# Development Services Projects

- Codes Revision and Comprehensive Plan update – Public meetings underway
- Plan Scanning – in progress
- Infrastructure digitizing – in progress
- Development Bond review and deposition – in progress



# Facilities

- New Administration Building – Complete. Punch list still in progress.
- Guyton Fire Station – Ready for Construction Bid mid-February or early March
- Facilities Master Plan – Final revisions and corrections underway
- Animal Shelter “Catio” – bidding
- Fuel Management – Preparing a plan
- Fleet Management – Replacements slow but arriving





# Hodgeville Fire Station #15

Item XIII. 2.



- Foundation under construction
- Cost issue with Steel
- Anchor Bolt problems
- Change order to coordinate with Force Main Project



County  
**Effingham**  
Georgia

# Parks and Landscape

- Parks Masterplan update – Proposals under review
- Sandhill Park Disc Golf – Surveying, design
- McCall Park



# McCall Park



Working on:  
Fence  
Paving  
Playground  
Restroom

Complete:  
Field  
Sidewalk  
Trail  
Pavilion

Item XIII. 2.



County  
**Effingham**  
Georgia

# Other Noteworthy Projects

- Patriot Point S/D / Freedom Trial completion – Const. Bidding
- Solid Waste Masterplan – Final action on hold



# SPLOST 2021 – Starting up...

- 904 S. Pine Street Remodel – RFP for design in progress



# Questions?



County  
**Effingham**  
*Georgia*

**Staff Report**

**Subject:** Rezone (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Josh Yellin** as Agent for **Ernest J. Oetgen & Frank Oetgen Jr.** requests to **rezone** 6 acres from **AR-1** to **I-1** to allow for industrial use. Located on Godley Road. **Map# 399 Parcels# 3R**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6 acres from **AR-1** to **I-1** to allow for industrial use, 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.
- In 2014, the property owner submitted an application to rezone 6 acres from 399-3B. The request was approved, but no plat was submitted. Therefore, the rezoning could not take effect.
- A plat to split the 6 acres was recorded in 2018, with the notation that the parcel would be rezoned to I-1.
- The current application is to rezone 399-3R, plus an additional 1.8 acres from 399-3T.
- In 2021, the applicant requested zoning verification for the 6-acre parcel (399-3R), and staff was unable to verify that the 6 acres rezoned in 2014 was the parcel now shown as 399-3R.
- Other I-1 zoned parcels in the area were rezoned for use as surface mines. Rezoning conditions include the requirement to provide certification from DNR that the land has been reclaimed, and rezone to AR-1.
- The applicant provided photographs showing containers stored on site, and indicated that container storage and/or log export are potential uses if rezoned to I-1.
- These parcels serve a surface mine located in Chatham County. Trucks access the surface mine from Godley Road. Godley Road is not a designated truck route.
- Remedies could include a bond to cover the cost of resurfacing Godley Road to Hwy 80, and a Traffic Impact Assessment to study road width and the Godley Road intersection with Hwy 80 for turn lane needs.
- The applicant asked to remove consideration of 399-3T from the application.
- At the January 31 Planning Board meeting, Michael Larson made a motion to **approve** the request to rezone 6 acres from **AR-1** to **I-1**, with the following conditions:
  1. The entrance shall be brought into compliance with Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, before any industrial uses are permitted.
  2. Applicant shall notify Development Services at the time of final reclamation of the borrow pit and close out of this mining operation, and provide the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
  3. Minor subdivision plat for the 399-3T acreage must be approved by Development Services.
  4. A Sketch Plan must be submitted for approval by the Board of Commissioners.
  5. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
  6. All wetland impacts must be approved and permitted by USACE.
  7. Business operator shall provide a surety bond for maintenance/upgrades to Godley Road.
  8. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
  9. Business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
- The motion was seconded by Alan Zipperer, and carried unanimously.

**Alternatives**

1. **Approve** the request to **rezone** 6 acres from **AR-1** to **I-1** for industrial use, with the following conditions:

1. The entrance shall be brought into compliance with Section 3.17.5 Surface Mine Operation Road Maintenance Requirements, before any industrial uses are permitted.
2. Applicant shall notify Development Services at the time of final reclamation of the borrow pit and close out of this mining operation, and provide the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
3. Minor subdivision plat for the 399-3T acreage must be approved by Development Services.
4. A Sketch Plan must be submitted for approval by the Board of Commissioners.
5. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
6. All wetland impacts must be approved and permitted by USACE.
7. Business operator shall provide a surety bond for maintenance/upgrades to Godley Road.
8. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
9. Business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes.**

2. **Deny** the request to **rezone** 6 acres from **AR-1** to **I-1** for industrial use.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:**

1. Rezoning application and checklist
2. Ownership certificate/authorization

**Other Alternatives:** 2

**FUNDING:** N/A

3. Plat
4. Aerial photograph
5. Deed



**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 12/13/2021

Applicant/Agent: Josh Yellin

Applicant Email Address: jyellin@huntermaclean.com

Phone # 912-236-0261

Applicant Mailing Address: 200 East Saint Julian Street

City: Savannah State: GA Zip Code: 31401

Property Owner, if different from above: Ernest J. Oetgen, Frank Oetgen Jr.  
*Include Signed & Notarized Authorization of Property Owner*

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

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: Godley Road

Proposed Road Access: Godley Road

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

Tax Map-Parcel # <sup>399-3R</sup> 399-3T(portion) Total Acres: ~7.8 Acres to be Rezoned: ~7.8

Lot Characteristics: cleared lot, adjacent to borrow pit, access to Godley

**WATER**

**SEWER**

\_\_\_\_ Private Well

\_\_\_\_ Private Septic System

\_\_\_\_ Public Water System

\_\_\_\_ Public Sewer System

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

Justification for Rezoning Amendment: property intended to be rezoned in 2018, no current use as AR-1

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

North R-4, I-1, AR-1 South Bloomingtondale East Bloomingtondale West R-4

1. Describe the current use of the property you wish to rezone.  
logging operations; clear cut, servicing of borrow pit

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  
No, no current use under current AR-1 zoning.

3. Describe the use that you propose to make of the land after rezoning.  
Continuation of current use; uses permitted in I-1 zoning.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  
Borrow pit, logging, storage; vehicle storage; container storage.

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?  
Rezoning will permit uses similar to other uses in the vicinity of site. Area is being rezoned to industrial.

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, rezoning will not create a more intensive use than the current use of the property. Existing access to the property predominantly located in Bloomingdale.

Applicant Signature:  Date 12-13-2021

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

**logging operations; clear cut, servicing of borrow pit**

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

**No, no current use under current AR-1 zoning.**

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

**Continuation of current use; uses permitted in I-1 zoning.**

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

**Borrow pit, logging, storage; vehicle storage; container storage.**

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?

**Rezoning will permit uses similar to other uses in the vicinity of site. Area is being rezoned to industrial.**

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, rezoning will not create a more intensive use than the current use of the property. Existing access to the property predominantly located in Bloomingdale.**

Applicant Signature:  Date 12/13/2021

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

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

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

12/14/2017  
12/2/2018  
11/14/2018 \_\_\_\_\_, on file in the office of the Clerk of the Superior Court of  
2494 114

Effingham County, in Deed Book 2501 page 112.

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 *E. J. Oetgen*  
Print Name Ernest J. Oetgen

Owner's signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Sworn and subscribed before me this 13<sup>th</sup> day of December, 20 21.

*James P. Grand*  
Notary Public, State of Georgia



**AUTHORIZATION OF PROPERTY OWNER**

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

I authorize the person named below to act as applicant in the pursuit of a 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: Josh Yellin

Applicant/Agent Address: HunterMaclean, 200 East Saint Julian Street

City: Savannah State: GA Zip Code: 31401

Phone: 912-236-0261 Email: jyellin@huntermaclean.com

Owner's signature *EJ Oetgen*

Print Name Ernest J. Oetgen

Personally appeared before me Ernest J. Oetgen (Owner print)

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

Sworn and subscribed before me this 13th day of December, 20 21.

*[Signature]*  
Notary Public, State of Georgia



**BK:2501 PG:112-114**

**D2018010579**

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CLERK OF COURT  
12/04/2018 03:55 PM  
ELIZABETH Z. HURSEY, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA



PT-61 051-2018-003354

5205004041  
PARTICIPANT ID

Kicklighter Law  
412 North Laurel Street  
Springfield, Georgia 31329

STATE OF GEORGIA ) TRUSTEE'S DEED  
COUNTY OF EFFINGHAM )

THIS INDENTURE, made and entered into this 15<sup>th</sup> day of November 2018, between FRANK E. OETGEN, JR. and ERNEST J. OETGEN, as Co-Trustees of the Estate of Frank E. Oetgen, Sr., hereinafter called Grantors, and FRANK E. OETGEN, JR. hereinafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

*WITNESSETH:*

WHEREAS, Frank E. Oetgen, Sr., of Effingham County, Georgia, died testate on July 3, 1993, seized and possessed of the fee simple title to the following described property; and,

WHEREAS, the Last Will and Testament of Frank E. Oetgen, Sr., was probated in solemn form in the Probate Court of Effingham County, Georgia, and Letters Testamentary were granted to the decedent's wife, to wit, Muriel N. Oetgen; and,

WHEREAS, the Last Will and Testament of Frank E. Oetgen, Sr., devised the following described property to Muriel N. Oetgen and James N. Oetgen, as Trustees of the Frank E. Oetgen, Jr. Trust for the lifetime benefit of the decedent's wife, Muriel N. Oetgen, and for the ultimate benefit of the decedent's son, Frank E. Oetgen, Jr., said devise being assented to in that certain Assent to Devise executed on May 1, 1994, by and between Muriel N. Oetgen, as Executrix under the Last Will and Testament of Frank E. Oetgen, Sr., Deceased, as Party of the First Part, and Muriel N. Oetgen and James N. Oetgen, as Co-Trustees of the "Frank E. Oetgen, Jr. Trust," as Parties of the Second Part, filed for record and recorded on May 13, 1994, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 358, Page 668; and,

WHEREAS, Section 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr., provides that upon death of the wife of Frank E. Oetgen, Sr., all of the following described property left remaining in the Frank E. Oetgen, Jr. Trust be distributed to Frank E. Oetgen, Jr.; and,

WHEREAS, Muriel N. Oetgen passed away on October 5, 2015, in Effingham County, Georgia,

whereupon, Frank E. Oetgen, Jr., succeeded to her position as Co-Trustee of the Frank E. Oetgen, Jr. Trust, serving in that position with James N. Oetgen as Co-Trustees; and,

WHEREAS, James N. Oetgen passed away on January 31, 2018, in Effingham County, Georgia, whereupon, Ernest J. Oetgen, succeeded to his position as Co-Trustee of the Frank E. Oetgen, Jr. Trust, serving in that position with Frank E. Oetgen, Jr. as Co-Trustees; and,

WHEREAS, there is no reason to delay the conveyance of the following described property from the Co-Trustees of the Frank E. Oetgen, Jr. Trust to Frank E. Oetgen, Jr. as the ultimate fee simple beneficiary of the trust corpus pursuant to Section 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr.;

NOW THEREFORE, in accordance with Sections 3.2 and 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr., Deceased, the Parties of the First Part as current Co-Trustees of the Frank E. Oetgen, Jr. Trust, do hereby convey, and by these presents do grant and convey unto the Party of the Second Part, his heirs, executors, administrators, successors and assigns, all of their interest in the following described tract or parcel of land, to wit:

All those certain lots, tracts or parcels of land situate, lying and being in Effingham and Chatham Counties, State of Georgia, being that portion of the property known as "Oetgen's Ranch, or Whooping Island" which lies north of Oetgen Road.

The Oetgen Ranch, or Whooping Island Tract, which was owned by Frank E. Oetgen, Sr., at the time of his death, is composed of 716.4 acres, more or less, and is shown as the property of Frank E. Oetgen, Sr., on a "Map showing a Division of a Part of the Whooping Island Tract" by Robert D. Gignilliant, Jr., dated November 1961, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Plat Record Book N, Page 6.

Of the 716.4 acres, more or less, 270.86 acres is hereby conveyed to Frank E. Oetgen, Jr. Said 270.86 acres, more or less, lying and being in the 1559<sup>th</sup> G.M.D. of Effingham County, and being shown and depicted on that plat of tracts titled "A Plat of Tracts 'A2' through 'K2', 270.86 acres surveyed for the Frank Oetgen, Sr. Trust" made by Jeffrey M. Home, R.L.S. #3131, dated October 13, 2017 and recorded in the Office of the Clerk of Superior Court of Effingham County in Plat Book 28, Page 344 on June 15, 2018.

**This deed is for the portion of Tract K2 and J2 of the property which is in Effingham County.**

Said map or plat of parcels being incorporated herein by specific reference thereto for better determining the metes and bounds of said parcels herein conveyed.

TO HAVE AND TO HOLD all and singular the above-granted premises, together with the appurtenances, and every part thereof, to the only proper use, benefit and behoof of the said Party of the Second Part, his heirs, executors, administrators, successors and assigns, forever IN FEE SIMPLE.

IN WITNESS WHEREOF, the Grantors have signed and sealed this deed, the day and year above written.

(SIGNATURES ON NEXT PAGE)

BK:2501 PG:114

*Frank E. Oetgen Jr.*

FRANK E. OETGEN, JR., CO-TRUSTEE

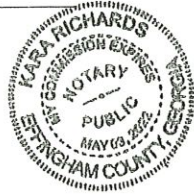
*Ernest J. Oetgen*

ERNEST J. OETGEN, CO-TRUSTEE

Signed, sealed and delivered on  
this 5<sup>th</sup> day of November, 2018,  
in the presence of:

*Carmelle K. Kropfle*  
Witness

*Kara Richards*  
Notary Public





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10/23/2018 08:34 AM  
BK:2494 PG:114-117  
ELIZABETH Z. HURSEY  
CLERK OF SUPERIOR COUR  
T  
EFFINGHAM COUNTY

PT-61 051-2018-002700

STATE OF GEORGIA     )  
                                  )  
COUNTY OF EFFINGHAM)

Return to: (JPG)  
Oliver Maner LLP  
P. O. Box 10186  
Savannah, GA 31412  
912-236-3311

**TRUSTEES' DEED**

THIS INDENTURE, made and entered into this 15 day of December, 2017, by and between JAMES N. OETGEN and FRANK E. OETGEN, JR., as Co-Trustees of the "Julian Oetgen Trust," as Parties of the First Part, and ERNEST J. OETGEN, of Effingham County, Georgia, as Party of the Second Part;

WITNESSETH:

WHEREAS, Frank E. Oetgen, Sr., of Effingham County, Georgia, died testate on July 3, 1993, seized and possessed of the fee simple title to the following described property; and,

WHEREAS, the Last Will and Testament of Frank E. Oetgen, Sr., was probated in solemn form in the Probate Court of Effingham County, Georgia, and Letters Testamentary were granted to the decedent's wife, to wit, Muriel N. Oetgen; and,

WHEREAS, the Last Will and Testament of Frank E. Oetgen, Sr., devised the following described property to Muriel N. Oetgen and James N. Oetgen, as Trustees of the Julian Oetgen Trust for the lifetime benefit of the decedent's wife, Muriel N. Oetgen, and for the ultimate benefit of the decedent's son, Ernest J. Oetgen, said devise being assented to in that certain Assent to

Devised executed on May 1, 1994, by and between Muriel N. Oetgen, as Executrix under the Last Will and Testament of Frank E. Oetgen, Sr., Deceased, as Party of the First Part, and Muriel N. Oetgen and James N. Oetgen, as Co-Trustees of the "Julian Oetgen Trust," as Parties of the Second Part, filed for record and recorded on May 13, 1994, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 358, Page 668; and,

WHEREAS, Section 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr., provides that upon death of the wife of Frank E. Oetgen, Sr., all of the following described property left remaining in the Julian Oetgen Trust be distributed to Ernest J. Oetgen; and,

WHEREAS, Muriel N. Oetgen passed away on October 5, 2015, in Effingham County, Georgia, whereupon, Frank E. Oetgen, Jr., succeeded to her position as Co-Trustee of the Julian Oetgen Trust, serving in that position with James N. Oetgen as Co-Trustee; and,

WHEREAS, there is no reason to delay the conveyance of the following described property from the Co-Trustees of the Julian Oetgen Trust to Ernest J. Oetgen as the ultimate fee simple beneficiary of the trust corpus pursuant to Section 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr.;

NOW, THEREFORE, in accordance with Sections 3.2 and 3.8 of the Last Will and Testament of Frank E. Oetgen, Sr., Deceased, the Parties of the First Part, as current Co-Trustees of the Julian Oetgen Trust, do hereby convey, and by these presents do grant and convey unto the Party of the Second Part, his heirs, executors, administrators, successors and assigns, all of their interest in the following described tract or parcel of land, to wit:

All that certain lot, tract or parcel of land situate, lying, and being in Effingham and Chatham Counties, State of Georgia, being that portion of the property known as "Oetgen's Ranch, or Whooping Island" which lies south of Oetgen Road.

The Oetgen Ranch, or Whooping Island Tract, which was owned by Frank E. Oetgen, Sr., at the time of his death, is composed of 716.4 acres, more or less, and

is shown as the property of E.J. Oetgen, Sr., and the property of Frank E. Oetgen, Sr., on a "Map showing a Division of a Part of the Whooping Island Tract" by Robert D. Gignilliat, Jr., dated November 1961, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book N, Page 6.

One of the boundary lines of the property above-described is "Oetgen Road" which ends in the middle of the Whooping Island Tract. For purposes of this description, "Oetgen Road" shall be defined as the southern right-of-way line of the road, for the portion of the road which is open, and, from the eastern terminus of the road to the eastern property line of Oetgen Ranch, a line formed by extending the northern right-of-way line of the road in an easterly direction in a straight line.

AS SHOWN ON 1 A  
PLAT OF TRACTS "A3" THROUGH "E3" 270.56 ACRES SURVEYED FOR  
THE FRANK OETGEN TRUST BY JEFFREY W. HORNIS DATED 12-8-17  
TO HAVE AND TO HOLD all and singular the above-granted premises, together with the

appurtenances, and every part thereof, to the only proper use, benefit and behoof of the said Party of the Second Part, his heirs, executors, administrators, successors and assigns, forever IN FEE SIMPLE.

And, the Parties of the First Part do covenant that they are lawfully the Co-Trustees under the Julian Oetgen Trust under Last Will and Testament of Frank E. Oetgen, Sr., Deceased, and have the power to convey as aforesaid, and have in all respects acted, in making this conveyance, in pursuance of the authority granted in and by said Last Will and Testament creating such Trust, and that they have not made, done, or suffered any acts, matters, or things whatsoever, since they were Co-Trustees as aforesaid, whereby the above-granted premises, or any part thereof, now are, or at any time hereafter shall, or may be, impeached, charged, or encumbered in any way whatsoever.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties of the First Part hereunto set their respective hands and seals the day and year first above written.

THE JULIAN OETGEN TRUST established under Section 3.2 of the Last Will and Testament of Frank E. Oetgen, Sr.

By: Frank E. Oetgen Jr.  
FRANK E. OETGEN, JR., Co-Trustee

By: James N. Oetgen  
JAMES N. OETGEN, Co-Trustee

Signed, sealed and delivered on this 15 day of December, 2017, in the presence of:

Candace M. K... [Signature]  
Witness

Monica Allura  
Notary Public





**Coastal Health District**

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

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

January 18, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Godley Road c/o Josh Yellin  
Pin: 399-3T + 3R  
Total Acres: 7.8 Acres to be rezoned: 7.8

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



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

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

Sincerely,



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

**Applicant:** Ernest Oetgen  
**Action requested:** Rezoning (First District)  
**Parcel ID#:** Map# 399 Parcel# 3B  
**Property information:** 713 acres on Godley Rd. (Stagecoach) zoned AR-1.  
**Synopsis:** The applicant requests to rezone 6 acres to I-1 to subdivide.

**Planning Board recommendation:** Approval on a motion by Jeff Wilkes with the following stipulations:

1. Each lot shall meet the requirements of the I-1 Zoning District.
2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Storm Water Management Local Design Manual.
3. All wetland impacts shall be permitted by the USACE.
4. Subdivision plat shall be approved by the Health Department and the Zoning Office.

The motion was seconded by Tim Uzupan and carried by all.

**Staff recommendation:** Approval with the following stipulations:

1. Each lot shall meet the requirements of the I-1 Zoning District.
2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Storm Water Management Local Design Manual.
3. All wetland impacts shall be permitted by the USACE.
4. Subdivision plat shall be approved by the Health Department and the Zoning Office.

While this parcel is not located in a typical industrial area it is surrounded by industrial use (surface mine) and other properties of the Oetgens. This parcel also has easy access to Hwy. 80.

**Attachments:**

1. Rezoning application
2. Deed
3. Plat
4. Ownership certificate
5. Aerial photograph

ATTACHMENT A

1st

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant Ernest Julian Oetgen

Property owner(s) Ernest Julian Oetgen

Telephone Number (912) 667 4670

Mailing Address 110 Frank Lane Bloomington Ga. 31302

Property location Stagecoach RD Chatham Effingham County Line

Present zoning AR-1

Proposed zoning I-1

Present land-use Empty - wooded

Proposed land-use Export Facility

Tax Map # 399 Parcel # 3B Lot # \_\_\_\_\_

Total Acres 713 Acres to be rezoned 6

Lot characteristics \_\_\_\_\_

Water well Sewer septic

Proposed access Stagecoach

Justification Create income

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

North \_\_\_\_\_ South \_\_\_\_\_

East \_\_\_\_\_ West \_\_\_\_\_



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

unused

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

no

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

Export Ship Cars

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

mining & Agriculture

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?

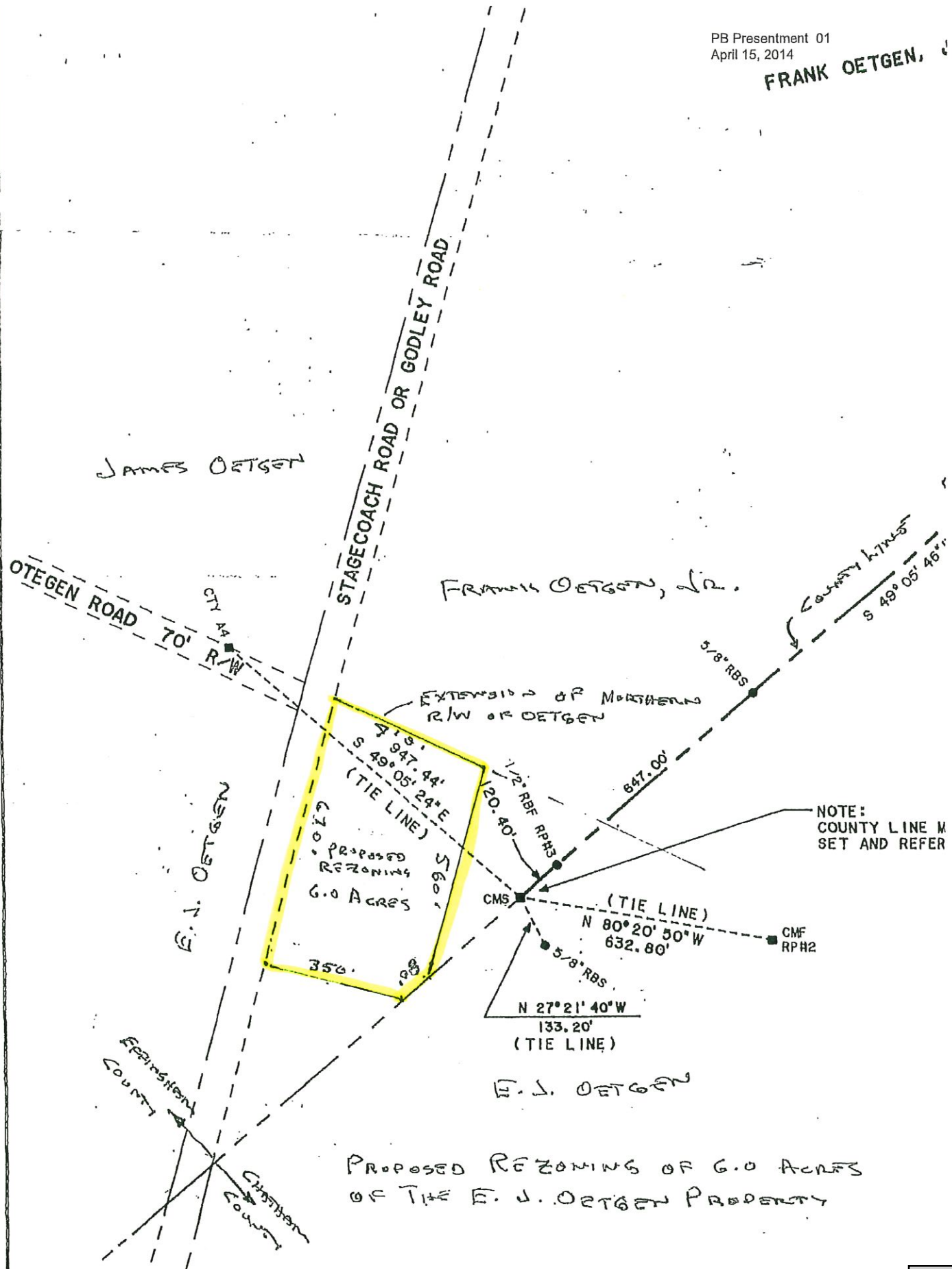
should not have any effect

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

PB Presentment 01  
April 15, 2014

FRANK OETGEN, Jr.



JAMES OETGEN

FRANK OETGEN, Jr.

E. J. OETGEN

E. J. OETGEN

PROPOSED REZONING OF 6.0 ACRES  
OF THE E. J. OETGEN PROPERTY

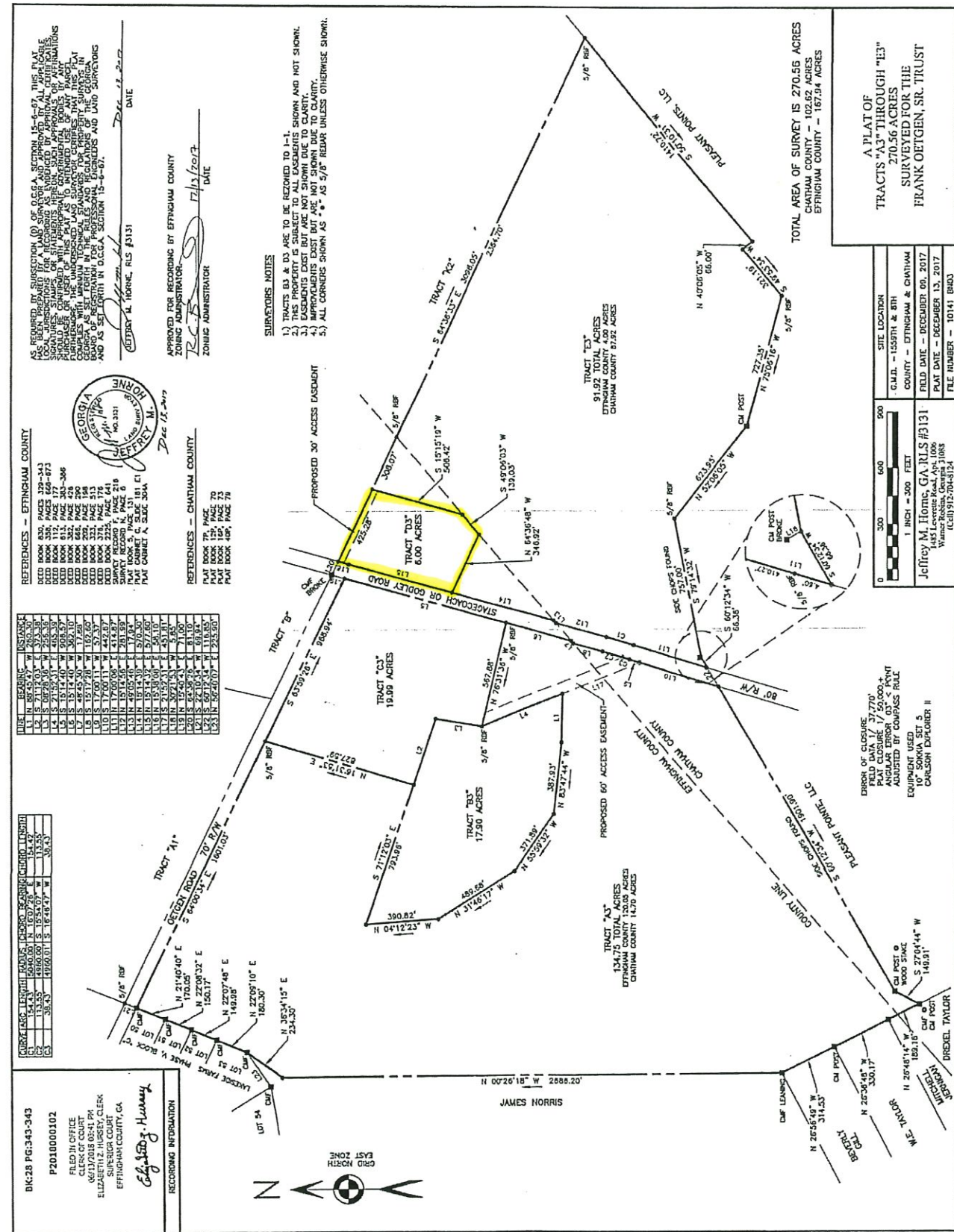
NOTE:  
COUNTY LINE M  
SET AND REFER

**FINAL**  
**-A-G-E-N-D-A-**

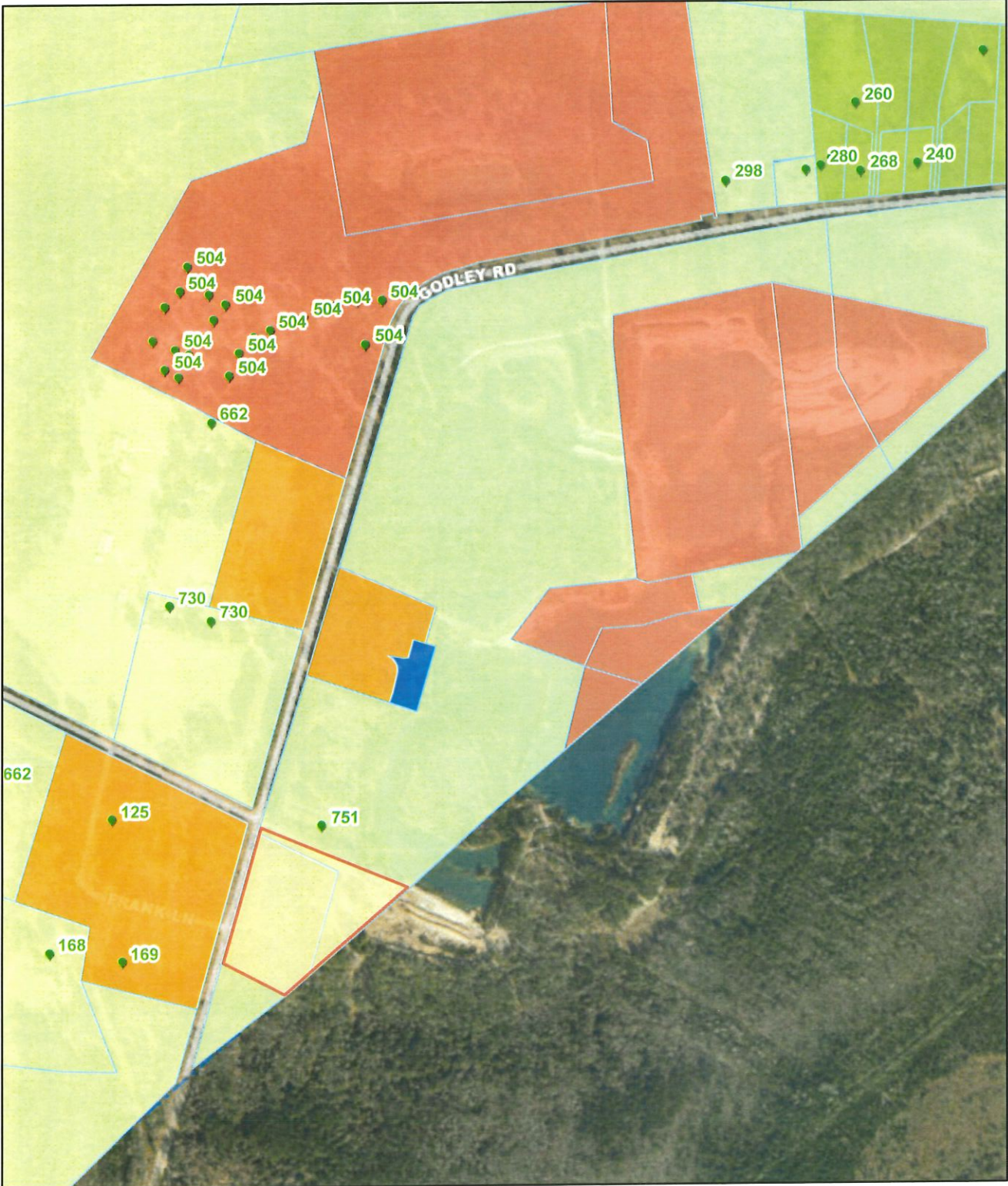
FOR THE EFFINGHAM COUNTY COMMISSIONER MEETING OF: **APRIL 15, 2014**

Items of Business	Action Requested of Commissioners	Previous Action of Commissioners	Action Taken
<b>X Reports from Commissioners and Administrative Staff</b>			T. Allen Comm. Floyd Comm. Jones Comm. Kieffer Comm. Mason
<b>XI Executive Session</b>	Personnel, Property, & Pending Litigation		9:38 AM
<b>XII Executive Session Minutes</b>	Consideration to approve the April 1, 2014 Executive Session Minutes		Approved
<b>XIII Planning Board</b>	<b>7:00 PM</b>		
01 Public Hearing	The Planning Board recommends approving an application by Ernest Oetgen to rezone 6 acres located on Godley Road from AR-1 to I-1 Map# 399 Parcel# 3B in the First District		Approved w/ stipulations
02 Sketch Plan	The Planning Board recommends approving an application by Greenland Developers, Inc. for Sketch Plan for 11 lots in Bluejay Estates located on Bluejay Road Map# 351 Parcel# 1 in the First District		Approved
03 Public Hearing	The Planning Board recommends approving an application by Greenland Developers, Inc. for a conditional use to allow for a church in an R-1 district located on Bluejay Road Map#351 Parcel# 1 in the First District		Approved w/ stipulations
04 Public Hearing	The Planning Board recommends approving an application by Don Christian to rezone 287.74 acres located at the corner of McCall and Lowground Roads Map# 413 Parcel# 7 in the Second District		Approved w/ stipulations
05 Public Hearing	The Planning Board recommends approving an application by Don Christian for a conditional use to allow for a solar farm located at the corner of McCall and Lowground Roads Map# 413 Parcel# 7 in the Second District		Approved w/ stipulations
06 Public Hearing	The Planning Board recommends		Approved w/

20/343  
Effingham

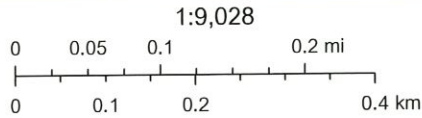


# ArcGIS Web Map



12/10/2021, 5:45:50 PM

- Address\_Points
- Parcels2020
- Effingham County Zoning
- AR-2
- R-4
- B-2
- AR-1
- I-1

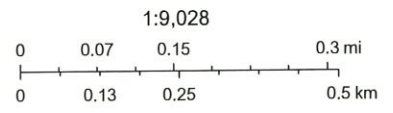


Esri., Inc., City of Naperville, Illinois, Maxar



12/10/2021, 5:42:22 PM

- Address\_Points
- Parcels2020



# Godley



© All Pictometry

Item XVI. 1.

# Godley



Item XVI. 1.







Google Maps Stagecoach Rd



Image capture: Apr 2019 © 2021 Google

Bloomingdale, Georgia

Google

Street View - Apr 2019

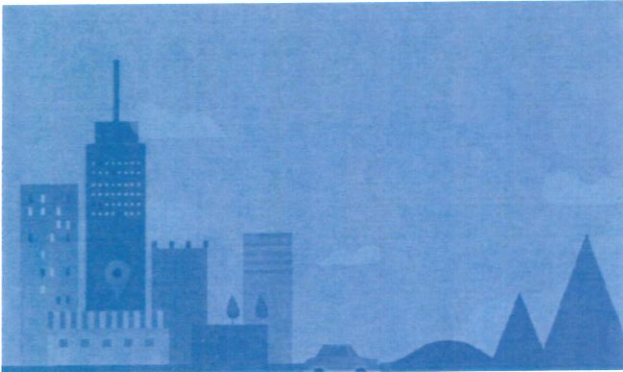


Google Maps

Oetgen Rd  
Oetgen



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



### Oetgen Rd

- Directions
- Save
- Nearby
- Send to your phone
- Share

Georgia 31302

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT AND LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNALS, AND RECORDS, HEREON, SUCH AS APPROVALS OF AFFIRMATIONS, PURCHASER OR LESSOR OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL, COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR PREPARATION OF PLATS AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA SURVEYORS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JEFFREY M. HORNE, RLS #3131 DATE 12/13/2017

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR: R.C. BROWN DATE 12/13/2017

REFERENCES - EFFINGHAM COUNTY DEED BOOK 850, PAGES 329-343 DEED BOOK 334, PAGES 668-673 DEED BOOK 112, PAGE 177 DEED BOOK 342, PAGE 428 DEED BOOK 668, PAGE 290 DEED BOOK 323, PAGE 813 DEED BOOK 376, PAGE 718 SURVEY RECORD N, PAGE 8416 SURVEY RECORD N, PAGE 6 PLAT BOOK 5, PAGE 131 PLAT BOOK 186, PAGE 73 PLAT BOOK 40P, PAGE 78

REFERENCES - CHATHAM COUNTY PLAT BOOK 7P, PAGE 79 PLAT BOOK 18P, PAGE 73 PLAT BOOK 40P, PAGE 78

**SURVEYOR'S NOTES**

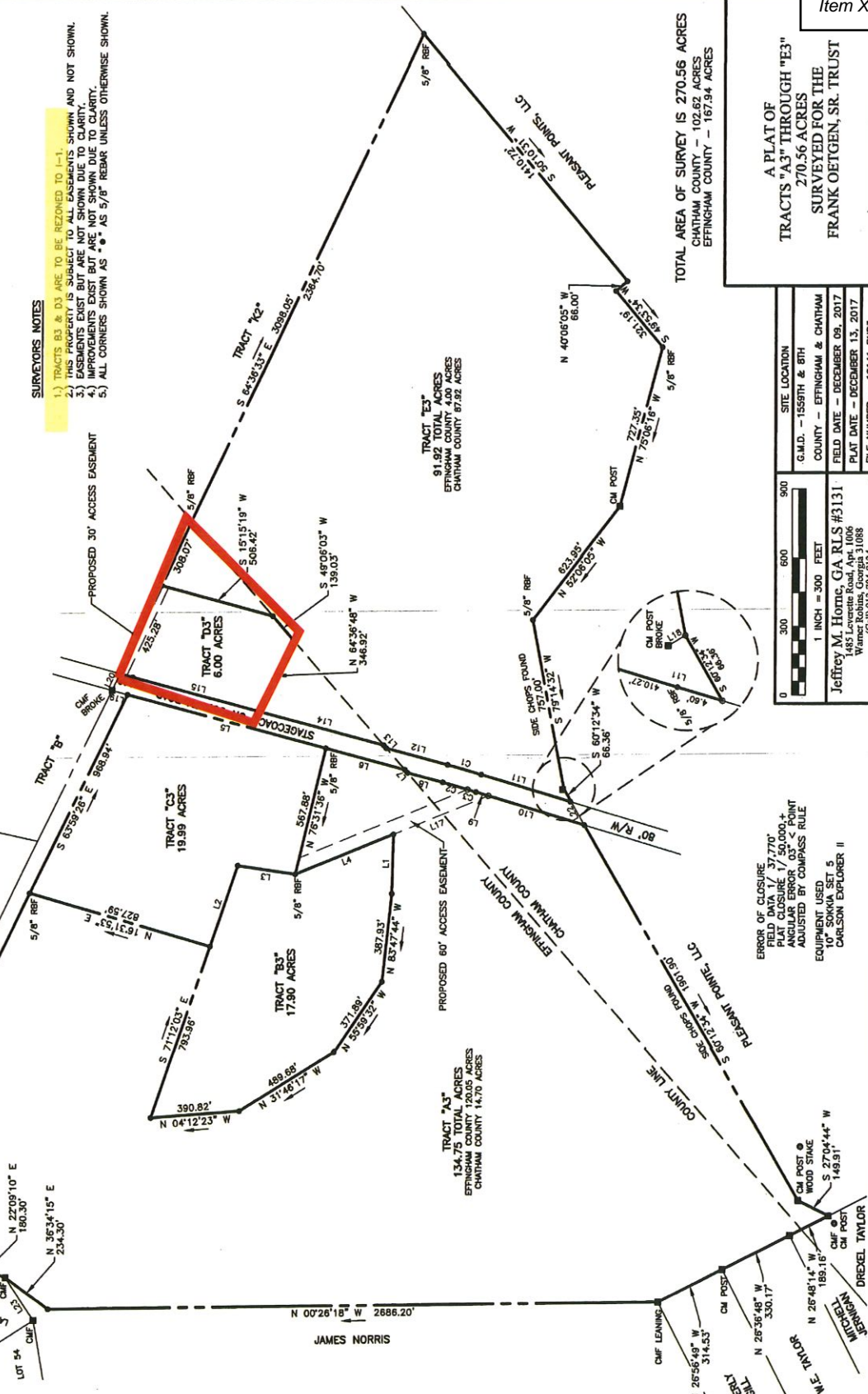
- 1) TRACTS B3 & D3 ARE TO BE REZONED TO L-1.
- 2) THIS PROPERTY IS SUBJECT TO ALL EASEMENTS SHOWN AND NOT SHOWN.
- 3) EASEMENTS EXIST BUT ARE NOT SHOWN DUE TO CLARITY.
- 4) IMPROVEMENTS EXIST BUT ARE NOT SHOWN DUE TO CLARITY.
- 5) ALL CORNERS SHOWN AS \* \* \* AS 5/8" REBAR UNLESS OTHERWISE SHOWN.

LINE	BEARING	DISTANCE
L1	N 28°45'47" E	260.30
L2	S 71°12'03" E	374.38
L3	S 09°28'36" W	258.36
L4	S 73°42'40" W	406.39
L5	S 15°14'40" W	362.10
L6	S 48°45'30" W	17.86
L7	S 15°17'28" W	162.60
L8	S 67°12'34" W	116.85
L9	S 17°00'11" W	44.87
L10	N 17°00'08" E	414.87
L11	N 15°14'58" E	281.99
L12	N 22°09'32" E	176.05
L13	N 22°09'32" E	176.05
L14	N 15°14'58" E	451.81
L15	N 30°21'31" W	5.85
L16	N 84°36'48" W	346.32
L17	N 15°14'58" E	58.10
L18	N 15°14'58" E	58.10
L19	N 15°14'58" E	58.10
L20	N 15°14'58" E	58.10
L21	N 22°10'34" W	69.94
L22	S 67°12'34" W	116.85
L23	N 56°40'07" E	225.90

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	154.43	5040.00	N 16°07'28" E	154.42
C2	113.55	4860.00	S 15°54'07" W	113.55
C3	38.43	4860.01	S 16°46'47" W	38.43

BK. 28 PG. 343-343  
P2018000102  
FILED IN OFFICE  
CLERK OF COURT  
06/13/2018 03:41 PM  
ELIZABETH HUNNEY, CLERK  
EFFINGHAM COUNTY, GA

RECORDING INFORMATION  
Elizabeth Hunney



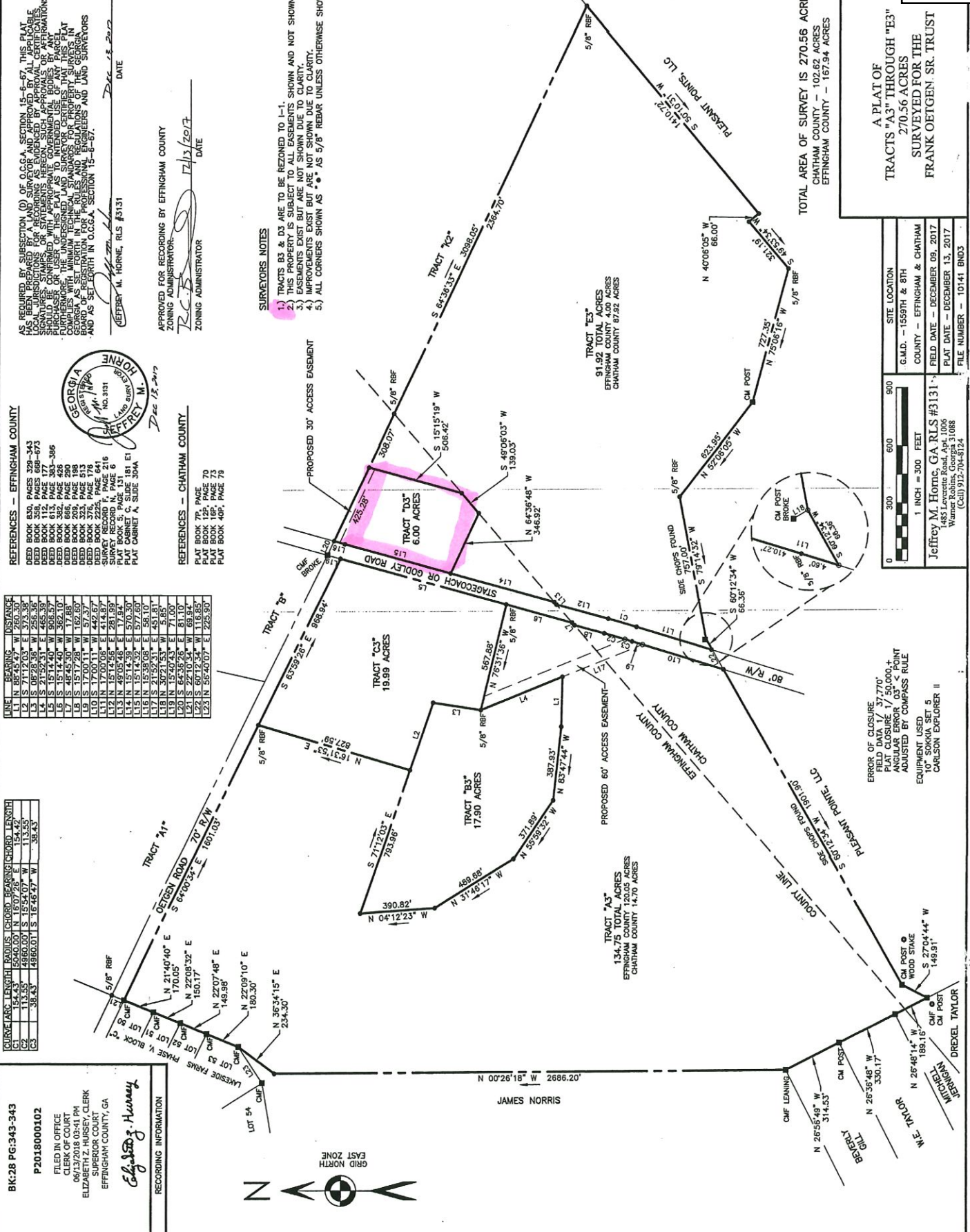
TOTAL AREA OF SURVEY IS 270.56 ACRES  
CHATHAM COUNTY - 102.82 ACRES  
EFFINGHAM COUNTY - 167.94 ACRES

A PLAT OF TRACTS "A3" THROUGH "E3" SURVEYED FOR THE FRANK OETGEN, SR. TRUST

SITE LOCATION	
G.M.D. - 1559TH & 8TH	
COUNTY - EFFINGHAM & CHATHAM	
FIELD DATE - DECEMBER 09, 2017	
PLAT DATE - DECEMBER 13, 2017	
FILE NUMBER - 10141 BND3	

Jeffrey M. Horne, GA RLS #3131  
1481 S. Oldfield Ave., Apt. 1008  
Warner Robins, Georgia 31088  
(Cell) 912-704-8124

ERRORS OF CLOSURE  
FIELD PLAT 1/770'  
PLAT CLOSURE 1/50,000+  
ANGULAR ERROR .03' < POINT  
ADJUSTED BY COMPASS RULE  
EQUIPMENT USED  
10" SOKKIA SET 5  
CARLSON EXPLORER II



LINE	BEARING	DISTANCE
L1	N 71°12'03" E	373.38
L2	S 82°58'29" E	968.82
L3	S 08°28'35" W	256.36
L4	S 21°52'31" E	465.39
L5	S 17°14'40" W	309.57
L6	S 48°45'30" W	17.68
L7	S 15°17'28" W	162.60
L8	S 17°00'11" W	57.37
L9	S 17°00'03" W	414.97
L10	N 17°00'03" W	414.97
L11	N 15°14'58" E	281.59
L12	N 15°14'58" E	281.59
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L14	N 15°14'39" E	570.30
L15	N 15°14'39" E	570.30
L16	N 15°38'08" E	58.10
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L21	S 27°10'34" W	69.94
L22	S 60°12'34" W	116.85
L23	N 56°40'07" E	225.50

CURVE ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	13.55	4860.00° S	15.54
C2	13.55	4860.00° S	15.54
C3	38.43	4860.01° S	16.46

TRACT	TOTAL ACRES	EFINGHAM COUNTY ACRES	CHATHAM COUNTY ACRES
TRACT "A1"	70.70	70.70	0.00
TRACT "A2"	17.90	17.90	0.00
TRACT "A3"	134.75	120.05	14.70
TRACT "A4"	19.99	19.99	0.00
TRACT "A5"	6.00	6.00	0.00

**BK:28 PG:343-343**  
**P2018000102**  
FILED IN OFFICE  
CLERK OF COURT  
06/13/2018 03:41 PM  
ELIZABETH Z. HURSEY, CLERK  
SUPERIOR COURT  
EFINGHAM COUNTY, GA

*Elizabeth Z. Hursey*  
RECORDING INFORMATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-57, THIS PLAT HAS BEEN PREPARED BY A LICENSED SURVEYOR AND APPROVED BY ALL APPLICABLE SIGNATURES, STAMPS, OR STATEMENTS HEREON, SUCH AS APPROVALS OR AFFIRMATIONS PURCHASER OR USER OF THIS PLAT AS TO THE INTENDED USE OF ANY PARCEL CONTAINED THEREIN, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMES WITHIN THE SCOPE OF THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF THE STATE OF GEORGIA, AS SET FORTH IN O.C.G.A. SECTION 15-6-57, AND AS SET FORTH IN O.C.G.A. SECTION 15-6-56.

APPROVED FOR RECORDING BY EFINGHAM COUNTY  
PLANNING ADMINISTRATOR:  
*Jeffrey M. Horne*  
ZONING ADMINISTRATOR  
DATE: 7/13/2017

APPROVED FOR RECORDING BY EFINGHAM COUNTY  
PLANNING ADMINISTRATOR:  
*Jeffrey M. Horne*  
ZONING ADMINISTRATOR  
DATE: 7/13/2017

**SURVEYOR'S NOTES**  
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4) IMPROVEMENTS EXIST BUT ARE NOT SHOWN DUE TO CLARITY.  
5) ALL CORNERS SHOWN AS \* \* \* AS 5/8" REBAR UNLESS OTHERWISE SHOWN.

REFERENCES - EFINGHAM COUNTY  
DEED BOOK 890, PAGES 329-343  
DEED BOOK 891, PAGES 329-343  
DEED BOOK 112, PAGE 177  
DEED BOOK 613, PAGE 383-386  
DEED BOOK 665, PAGE 290  
DEED BOOK 209, PAGE 188  
DEED BOOK 376, PAGE 178  
DEED BOOK 2225, PAGE 641  
DEED BOOK 18, PAGE 73  
PLAT BOOK 5, PAGE 131  
PLAT BOOK 18, PAGE 73  
PLAT BOOK 48, PAGE 73

REFERENCES - CHATHAM COUNTY  
PLAT BOOK 77, PAGE 73  
PLAT BOOK 18, PAGE 73  
PLAT BOOK 48, PAGE 73

**TRACT "A1"**  
70.70 TOTAL ACRES  
EFINGHAM COUNTY 70.70 ACRES  
CHATHAM COUNTY 0.00 ACRES

**TRACT "A2"**  
17.90 TOTAL ACRES  
EFINGHAM COUNTY 17.90 ACRES  
CHATHAM COUNTY 0.00 ACRES

**TRACT "A3"**  
134.75 TOTAL ACRES  
EFINGHAM COUNTY 120.05 ACRES  
CHATHAM COUNTY 14.70 ACRES

**TRACT "A4"**  
19.99 TOTAL ACRES  
EFINGHAM COUNTY 19.99 ACRES  
CHATHAM COUNTY 0.00 ACRES

**TRACT "A5"**  
6.00 TOTAL ACRES  
EFINGHAM COUNTY 6.00 ACRES  
CHATHAM COUNTY 0.00 ACRES

**TRACT "E3"**  
91.92 TOTAL ACRES  
EFINGHAM COUNTY 4.00 ACRES  
CHATHAM COUNTY 87.92 ACRES

TOTAL AREA OF SURVEY IS 270.56 ACRES  
CHATHAM COUNTY - 102.62 ACRES  
EFINGHAM COUNTY - 167.94 ACRES

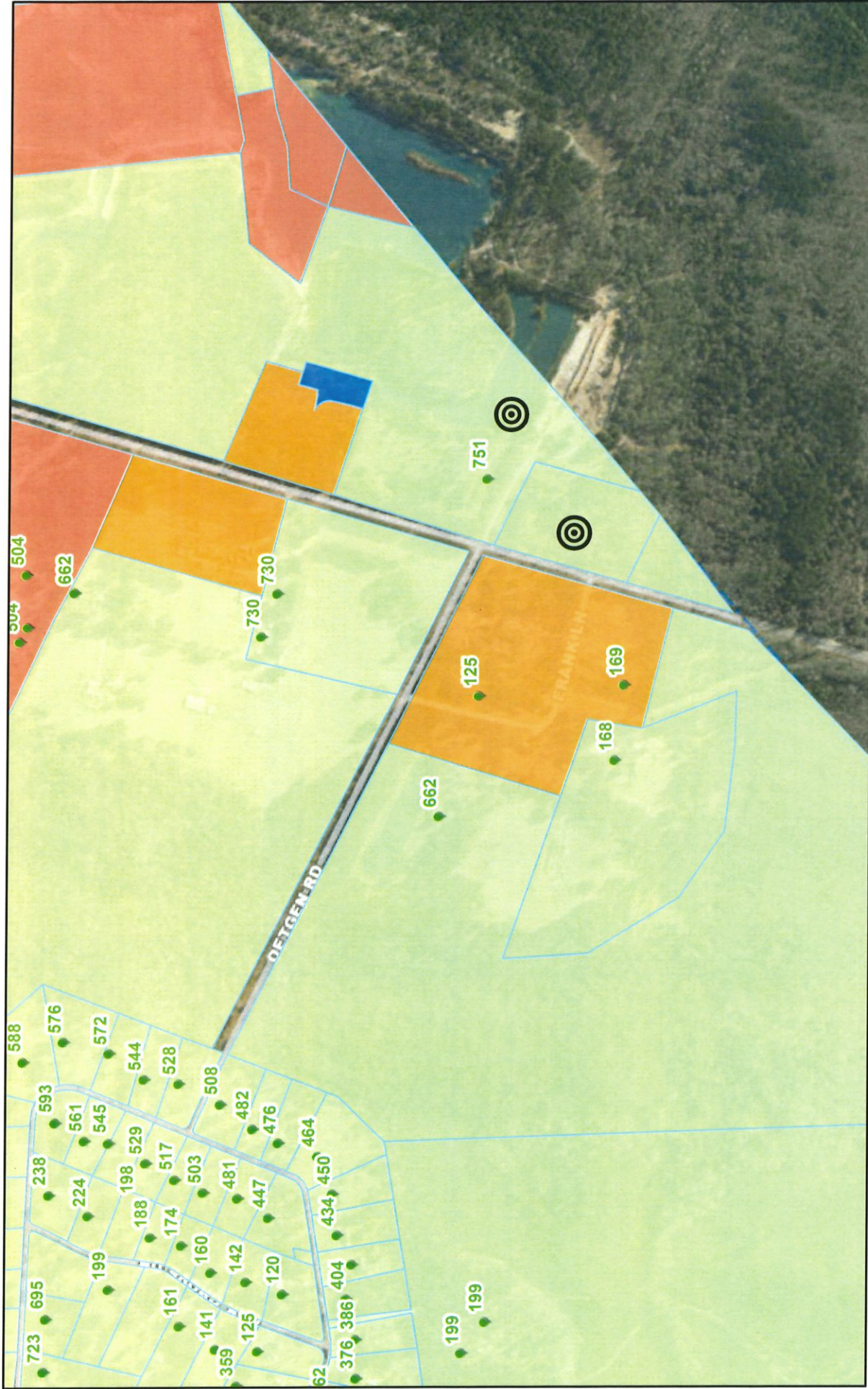
A PLAT OF  
TRACTS "A3" THROUGH "E3"  
SURVEYED FOR THE  
FRANK OETGEN, SR. TRUST

Jeffrey M. Horne, GA RLS #3131  
Surveyor  
Warner Robins, Georgia 31088  
FIELD DATE - DECEMBER 09, 2017  
PLAT DATE - DECEMBER 13, 2017  
FILE NUMBER - 10141 BND03  
(C-01) 912-704-8124

# 399-3T & 3R



399-3R&3T

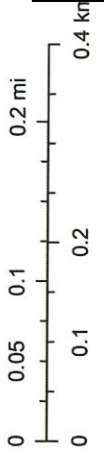


12/14/2021, 8:41:58 AM

- Address\_Points
- Parcels2020
- Effingham County Zoning
  - B-2
  - I-1
  - AR-1
  - R-4

Item XVI. 1.

1:9,028



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



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Josh Yellin** as Agent for **Ernest J. Oetgen & Frank Oetgen Jr. – (Map # 399 Parcels # 3R & 3T)** from AR-1 to I-1 zoning.

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

DB

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APPROVAL ✓

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ML

9.5

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

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APPROVAL        DISAPPROVAL       

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AZ

**Staff Report**

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Josh Yellin as Agent for Ernest J. Oetgen & Frank Oetgen Jr. requests to rezone 6 acres from AR-1 to I-1 to allow for industrial use. Located on Godley Road. Map# 399 Parcel# 3R

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to rezone 6 acres from AR-1 to I-1 to allow for industrial use, 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.
- In 2014, the property owner submitted an application to rezone 6 acres from 399-3B. The request was approved, but no plat was submitted. Therefore, the rezoning could not take effect.
- A plat to split the 6 acres was recorded in 2018, with the notation that the parcel would be rezoned to I-1.
- The current application is to rezone 399-3R, plus an additional 1.8 acres from 399-3T.
- In 2021, the applicant requested zoning verification for the 6-acre parcel (399-3R), and staff was unable to verify that the 6 acres rezoned in 2014 was the parcel now shown as 399-3R.
- Other I-1 zoned parcels in the area were rezoned for use as surface mines. Rezoning conditions include the requirement to provide certification from DNR that the land has been reclaimed, and rezone to AR-1.
- The applicant provided photographs showing containers stored on site, and indicated that container storage and/or log export are potential uses if rezoned to I-1.
- These parcels serve a surface mine located in Chatham County. Trucks access the surface mine from Godley Road. Godley Road is not a designated truck route.
- Remedies could include a bond to cover the cost of resurfacing Godley Road to Hwy 80, and a Traffic Impact Assessment to study road width and the Godley Road intersection with Hwy 80 for turn lane needs.
- The applicant asked to remove consideration of 399-3T from the application.
- At the January 31 Planning Board meeting, Michael Larson made a motion to **approve** the request to rezone 6 acres from AR-1 to I-1, with the following conditions:
  1. The entrance shall be brought into compliance with Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, before any industrial uses are permitted.
  2. Applicant shall notify Development Services at the time of final reclamation of the borrow pit and close out of this mining operation, and provide the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
  3. Minor subdivision plat for the 399-3T acreage must be approved by Development Services.
  4. A Sketch Plan must be submitted for approval by the Board of Commissioners.
  5. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
  6. All wetland impacts must be approved and permitted by USACE.
  7. Business operator shall provide a surety bond for maintenance/upgrades to Godley Road.
  8. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
  9. Business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
- The motion was seconded by Alan Zipperer, and carried unanimously.

**Alternatives**

1. **Approve** the request to rezone 6 acres from AR-1 to I-1 for industrial use, with the following conditions:

1. The entrance shall be brought into compliance with Section 3.17.5 Surface Mine Operation Road Maintenance Requirements, before any industrial uses are permitted.
2. Applicant shall notify Development Services at the time of final reclamation of the borrow pit and close out of this mining operation, and provide the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
3. Minor subdivision plat for the 399-3T acreage must be approved by Development Services.
4. A Sketch Plan must be submitted for approval by the Board of Commissioners.
5. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
6. All wetland impacts must be approved and permitted by USACE.
7. Business operator shall provide a surety bond for maintenance/upgrades to Godley Road.
8. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
9. Business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes.**

2. **Deny** the request to **rezone** 6 acres from **AR-1** to **I-1** for industrial use.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2

**FUNDING:** N/A

STATE OF GEORGIA  
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
399-3R

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
399-3R

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JOSH YELLIN as Agent for ERNEST J. OETGEN & FRANK OETGEN JR has filed an application to rezone six (6) +/- acres; from AR-1 to I-1 to allow for industrial use; map and parcel number 399-3R, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT six (6) +/- acres; map and parcel number 399-3R, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. The entrance shall be brought into compliance with Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, before any industrial uses are permitted.
2. Applicant shall notify Development Services at the time of final reclamation of the borrow pit and close out of this mining operation, and provide the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
3. Minor subdivision plat for the 399-3T acreage must be approved by Development Services.
4. A Sketch Plan must be submitted for approval by the Board of Commissioners.
5. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
6. All wetland impacts must be approved and permitted by USACE.
7. Business operator shall provide a surety bond for maintenance/upgrades to Godley Road.
8. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
9. Business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.

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

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

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

*Item XVI. 2.*

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



## Staff Report

**Subject:** Rezoning (Second District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Greenland Developers** as Agent for **Helmey, LLP** request to **rezone** 170.36 acres from **AR-1** to **PD (Residential)** to allow for the development of a single and multi-family residential subdivision. Located on Highway 30 at Kolic Helmey Road. **Map# 418 Parcel# 2E**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 170.36 acres from **AR-1** to **PD (Residential)** to allow for the development of a single and multi-family residential subdivision, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to *Section 5.15 PD – Planned Development District*, the applicant may submit a concept plan for review and comment. The PD text and master plan are developed according to the ordinance, and with feedback from staff.
- The 340-unit subdivision will be served by county water, sewer, and reuse. Development of the property meets the county’s goal of concentrating residential development where public utilities are available.
- The proposed density is 2 dwelling units per 170.36 gross acres (204 single family units and 136 townhomes); net density is 3.3 units per 104.03 buildable acres. Open space (25.10 acres) includes 10.25 acres of ponds and 14.85 acres of usable area. Amenities will include a dog park, pool & accessory structure; multipurpose fields, and open space with benches and parking throughout the development. There will be a minimum 30’ vegetative buffer around the perimeter of the development.
- At the September 28 meeting to discuss the project and the PD rezoning process, staff provided input on requirements for open space, recreational amenities, resident parking, common element maintenance, and a Traffic Impact Assessment (TIA) to identify necessary improvements for Hwy 30. On November 1, a draft PD text and concept plan were submitted, and a second meeting was held. Comments on the draft PD text and concept plan were provided to the applicant for additional drafts.
- The PD document includes information on parking and sidewalks. Staff has requested clarification for these topics, as well as for proposed signage. The applicant will submit a final revision after the Planning Board meeting, to address staff suggestions, and include any new comments from the Planning Board.
- A development agreement to improve the Hwy 30 & Kolic Helmey intersection may be considered in place of the TIA.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 170.36 acres from **AR-1** to **PD**, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the approved PD – Residential document and master plan.
  2. A Sketch Plan must be approved before site development plans are submitted.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE
  5. A Traffic Impact Assessment 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.

### Alternatives

1. **Approve** request to rezone 170.36 acres from **AR-1** to **PD (Residential)**, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the approved PD – Residential document and master plan.
  2. A Sketch Plan must be approved before site development plans are submitted.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE
  5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. **Deny** the request to **rezone** 170.36 acres from **AR-1** 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/authorization

3. Plat
4. Aerial photograph
5. Deed

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 12/13/2021

Applicant/Agent: Greenland Developers, Inc. (Brett Bennett)

Applicant Email Address: brett@greenland-developers.com

Phone # 912-661-1086

Applicant Mailing Address: P.O. Box 1628

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: Helmey, LLP  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): helmeyjr@yahoo.com

Phone # 912-596-7993

Owner's Mailing Address: 3117 Noel C. Conaway Rd

City: Guyton State: GA Zip Code: 31312

Property Location: Highway 30 (at the south end of Kolic Helmey Road)

Proposed Road Access: Highway 30; across from Kolic Helmey Road

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

Tax Map-Parcel # 04180002E00 Total Acres: 170.36 Acres to be Rezoned: 170.36

Lot Characteristics: The site is currently undeveloped and contains fields and woodlands.

**WATER**

Private Well

Public Water System

If public, name of supplier: Effingham County

**SEWER**

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: development of a subdivision

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

North AR-1 South AR-1, PD East AR-1 West R-1, AR-2

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

The property is currently undeveloped farmland and woodland.

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

Yes, for agriculture and timber.

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

The intended use of the subject property is a mixed development consisting of detached single family homes, multi family townhomes, and community recreational facilities.

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

The properties in the vicinity are either undeveloped or residential developments.

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 rezoning would be compatible with the overall land use along Highway 30 and adjacent properties.

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 excessive or burdensome uses are known or anticipated.

Applicant Signature:



Date

12/13/2021

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

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

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

September 17, 2020, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 1963 page 467.


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 Clifford E. Helmey Jr.  
Print Name Clifford E. Helmey Jr.

Owner's signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Sworn and subscribed before me this 20<sup>th</sup> day of Oct., 20 21.

Phill Brackley  
Notary Public, State of Georgia  


**AUTHORIZATION OF PROPERTY OWNER**

I, Clifford E. Helmeley Jr, 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: Greenland Developers, Inc (Brett Bennett)

Applicant/Agent Address: P.O. Box 1628

City: Springfield State: GA Zip Code: 31329

Phone: 912-661-1086 Email: brett@greenland-developers.com

Owner's signature Clifford E. Helmeley Jr

Print Name Clifford E. Helmeley Jr

Personally appeared before me Clifford E. Helmeley Jr (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 20<sup>th</sup> day of Oct., 20 21.

[Signature]  
Notary Public, State of Georgia  


BOOK PAGE

01963 0469

TRACT "E"

All that certain lot, tract or parcel of land, lying and being in the 1559th GMD, Effingham County, Georgia, containing 170.49 acres, more or less, and being designated as Tract "E" as shown on that certain plat of survey prepared by Warren E. Poythress, registered land surveyor, dated April 8, 2010, and recorded in Plat Cabinet D, Slide 50-F-1, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

TO HAVE AND TO HOLD the same, together with the rights, members and appurtenances thereunto belonging, or in anywise appertaining, to said party of the second part's own proper use, benefit and behoof forever in as full and as ample a manner as the same was possessed or enjoyed by the said LOLA E. HELMEY, deceased, in her lifetime.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

*Clifford Edward Helmey Jr*  
CLIFFORD EDWARD HELMEY, JR.  
co-Executor of the Estate of  
LOLA E. HELMEY

Signed, sealed and delivered  
in the presence of:

*Wavender*  
Witness

*Maith P. King*  
Notary Public



*George M. Helmey*  
GEORGE M. HELMEY  
co-Executor of the Estate of  
LOLA E. HELMEY

Signed, sealed and delivered  
in the presence of:

*Wavender*  
Witness

*Maith P. King*  
Notary Public



**Katie Dunnigan**

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**From:** Marija Beardsworth <marijaa986@yahoo.com>  
**Sent:** Thursday, January 27, 2022 10:16 PM  
**To:** Zoning Information  
**Subject:** EXTERNAL:Rezoning in Effingham

>  
>>> Good Evening Ms. Concannon,  
>>>  
>>> I hope this email finds you well.  
>>>  
>>> I am seeking some assistance and general information regarding several rezoning applications that have or will take place around Hodgeville Road and HWY 30.  
>>>  
>>> My first concern is that it appears very very small number of households is receiving notifications about rezoning thus people aren't aware and given chance to voice their opinion.  
>>> Is there particular way and system that is used to notify current residents and subdivisions adjacent to Hodgeville Road ?  
>>>  
>>> We also noticed that many applications have comments that rezoning will NOT impact traffic or schools. Who is staying this and how is this even entertained ? We are already rezoned to different school due to growth and as you may know traffic on hodgeville, scuffletown and kolic helmey to merge on hwy 30 is already beyond backed up, hectic and congested during rush hours.  
>>>  
>>> Although we heard, terrifying , proposals for traffic circles , that will further slow down traffic ! Adding 300 homes on hodgeville equals to at least 500 vehicles!  
>>>  
>>> I don't even know how are grocery stores going to support , let alone school and road!  
>>>  
>>> Last but very important question is , do and how we need to register to speak at upcoming public meeting(s).  
>>> There is very large group of residents that just had enough and is ready to get the truth and prevent further damage made to our schools, traffic and property values.  
>>>  
>>> Any guidance and help that you can provide will be greatly appreciated. We plan to attend upcoming public meeting in person and truly hope to have chance to speak and be heard. Can you please help us with that?  
>>>  
>>> I appreciate your time and understanding. Looking forward to your response and hope to hear back soon.  
>>>  
>>> Have a wonderful Friday and weekend.  
>>>  
>>> Best Regards,  
>>> Marija Beardsworth  
>>> Belmont Glenn resident  
>>>  
>>>  
>>> Sent from my iPhone



## Chelsie Fernald

---

**From:** Matthew Cruikshank  
**Sent:** Monday, January 31, 2022 7:37 PM  
**To:** Chelsie Fernald; Teresa Concannon  
**Subject:** Zoom issue

Is anyone there to

From Me to Everyone 06:35 PM

Is this about the current request?

Me to Rebecca Boatright (Direct Message) 06:36 PM

Is this about the current discussion?

From Rebecca Boatright to Me (Direct Message) 06:37 PM

This is about Coventry .... There were several participants on the line to speak but were not included

We would like to speak against the proposal

Me to Rebecca Boatright (Direct Message) 06:38 PM

I greatly apologize for that. Let me see what we can do?

From Rebecca Boatright to Me (Direct Message) 06:38 PM

Please do as we are extremely concerned and very against this proposal. We do have a right to speak out regardless of platform

Me to Rebecca Boatright (Direct Message) 06:41 PM

Please send me your email address and phone number and someone will get back to you about it.

From Rebecca Boatright to Me (Direct Message) 06:46 PM

912-657-0294. Red575

If this has not been set up correctly, rest assured, there will be calls to The Effingham Herald as well as the Savannah News paper to speak out on how the zoom callers for this meeting were silenced and not able to speak out against what is being done behind our neighborhood

And as a matter of fact, I will take a pic of this conversation to ensure that people know that Zoom callers had no voice in this meeting.

**Planned Development District - Development Text  
Submitted for *Helmey Tract – SR 30* on behalf of  
Greenland Developers, Inc.**

Prepared by  
EMC Engineering Services, Inc.

Documents submitted:

1. Development Text - Approval requested
2. Planned Development District Master Plan - Approval requested

This development text and the attached Planned Development District Master Plan are submitted for approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. This development text serves as the original development text, for the property. The attached Master Plan is submitted as an exhibit only to convey the intended character and scale of the development. The detail illustrated in the Master Plan is intended to serve as an aid to the County Commissioners and the public in visualizing the development.

**A) General Description**

Project name: Helmey Tract – SR 30  
 PIN: 04180002E00  
 Size: 170.36 acres  
 Location: Highway 30 (at the south end of Kolic Helmey Road)  
 Current zoning: AR-1  
 Proposed zoning: PD  
 Developer: Greenland Developers, Inc.

Helmey Tract – SR 30 will be a Residential (PD-R) development consisting of detached single-family homes, multi-family townhomes, and community recreational facilities. The development has been planned, and it’s final design will be completed, with the intent to provide a project that is harmonious in terms of landscaping, parcel sizes, street patterns, and land use relationships.

**B) Present Ownership**

The property is under the ownership of Helmey, LLP and is under contract with Greenland Developers, Inc.

Legal  
Description

All that certain lot, tract or parcel of land, lying and being in the 1559<sup>th</sup> GMD, Effingham County, Georgia, containing 170.36 acres, more or less, and being designated as Tract "E" as shown on that certain plat of survey prepared by Warren E. Poythress, registered land surveyor, dated April 8, 2010, and recorded in Plat Cabinet D, Slide 50-F-1, Effingham County,

---

Helmey Tract – SR 30	1	EMC Engineering Services, Inc.
Development Text		

Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

**C) Proposed Land Uses and Development Standards**

The proposed development will consist of a variety of compatible uses to produce a balanced, attractive community. Proposed uses include detached single-family residential, attached multi-family townhomes, and community recreational facilities as outlined herein.

*Detached Single Family*

Covenants will be established which require that all detached single-family homes be designed in such a manner (ie. Mixed building materials, a variety of building heights, facades, and setbacks) to mitigate uniform appearances for these areas of the project. All homes will be designed with garages that will allow for the parking of one vehicle and driveways that are 18 ft wide that are sufficient width for the parking of two vehicles, for a total of 3 vehicles per unit.

A Homeowner’s Association will be created for the entire community to provide for the operations, maintenance, and repairs of the amenities and other assets turned over to the HOA.

*Attached Multi-Family Townhomes*

Covenants will be established which require that all attached Multi-Family Townhomes shall be designed in such a manner (ie. Mixed building materials, a variety of building heights, facades, and setbacks) to mitigate uniform appearances for these areas of the project. All townhomes will be designed with garages that will allow for the parking of one vehicle and driveways that are 18 ft wide that are sufficient width for the parking of two vehicles, for a total of 3 vehicles per unit.

A Homeowner’s Association will be created for the entire community to provide for the operations, maintenance, and repairs of the amenities and other assets turned over to the HOA. In addition, a separate town home regime will be established to inclusive of all townhomes within the project. Due to the unique ownership structure related to townhomes, this regime will provide a mechanism to ensure that the key components of building and property maintenance are accomplished. This will include items such as:

- 1) Roof Maintenance and Repairs
- 2) Exterior Maintenance and Repairs
- 3) Landscaping and Lawn Maintenance

*Community Recreational Facilities*

Helmey Tract – SR 30  
Development Text

2

EMC Engineering  
Services, Inc.

The development amenities will be designed to provide a variety of recreational opportunities to the residents of the development. There facilities will be located at various locations throughout the development and will consist of:

- 1) Pool and Pool Accessory Structure
- 2) Community Fire Pit
- 3) Playground
- 4) Multipurpose Athletic Field
- 5) Nature Trails
- 6) Dog Park
- 7) Open spaces throughout with benches and picnic tables

Provisions for the proposed development standards are summarized in the Table 1-1.

<i>Table 1-1: Development Standards</i>		
	Detached Single-Family	Townhomes
Lot Size	6,600 SF minimum	1,900 SF minimum
Width	60'	20'
Depth	100' minimum (100' - 150' typ.)	95' minimum (95' - 150' typ.)
Height (Maximum)	35'	35'
Setbacks (Minimum)		
Front	20'	25'
Side (interior)	7.5'	20' (between buildings)
Side (street)	15'	10'
Rear	25'	25'

Buffers will be provided around the entire perimeter of the property and will vary from 50' to 30'. Much of the project is buffered by large acreages of undisturbed preserved wetlands which will provide significantly larger buffers in many locations. All buffers regardless of size will remain undisturbed.

**D) *Exceptions requested***

No exceptions from the regulations in within the PD ordinance are being requested.

**E) Percentage of Land Uses**

Table 1-2 indicates the approximate acreages of land uses planned for Helmey Tract – SR 30. Ranges of size are indicated to accommodate for flexibility in refinement of the development plan. Detention areas will also be utilized throughout the development for stormwater management but are not indicated separately in this table.

<i>Table 1-2: Land Uses</i>		
	Acres	Percentage of Site
Detached Single-Family	45.07	43.32
Townhomes	13.47	12.95
Right-of-Way Dedication	20.39	19.60
Open space	25.10	24.13
<b>TOTAL</b>	<b>104.03</b>	<b>100.00</b>

**F) Dwelling Units**

Table 1-3 summarizes the areas of Helmey Tract – SR 30. Gross density refers to the number of units divided by the total acreage of the parcel. Net density equals the number of units divided by the development area.

<i>Table 1-3: Dwelling Unit Summary</i>			
Number of Units	Acres	Max. Gross Density	Max. Net Density
340	170.36	2 units/acre	3.5 units/acre

**G) Proposed Dedication of Public Use**

Streets & Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements. Sidewalks located within the right-of-way will be dedicated to the Home Owners Association.

Community Recreation Facilities:

Recreational facilities will be owned and maintained by the developers until dedicated to a Homeowner Association.

**H) Open Space, Walks, and Common Areas**

Parks:

All parks and wetlands will be accessible to the residents of Helmey Tract – SR 30 for recreational purposes. In addition, public spaces and passive recreation areas are scattered throughout the community for use by its residents.

Any trails or paths located within Helmey Tract – SR 30 not located within a public right-of-way shall be located within an access easement. Neighborhood parks and trails will be owned and maintained by the developer until such time as these amenities are dedicated to a Homeowners Association. Large wetland acreages outside the provided buffer are to be dedicated to a non-profit organization for preservation and are not considered part of the public spaces of the development.

Lakes:

Lakes will be located as an amenity to the community and to manage stormwater runoff. Stormwater will generally be collected into common detention areas, creating open water features and allowing for the settling of pollutants. Lakes shall be owned and maintained by the developer until such time as these amenities are dedicated to the Homeowners Association.

Table 1-4 provides a summary of open space in Helmey Tract – SR 30.

<i>Table 1-4: Open Space Summary</i>		
	Acres	Percentage of Site
Pond	10.25	9.85
Common Area	14.85	14.28
<b>TOTAL</b>	<b>25.10</b>	<b>24.13</b>

50% or more of open area is buildable.

**I) Utilities**

Water and sewer will be provided by Effingham County. Water, sewer, reuse lines, and sewer pump station will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee. A 15' utility easement will be provided across the frontage of all lots. Stormwater management will be handled through a series of detention ponds. All plans will be reviewed and approved by the Effingham County Engineer prior to construction and will meet or exceed the requirements of Effingham County.

**J) Access and Parking**

The overall street network of Helmey Tract – SR 30 is designed to provide multiple options for both vehicular and pedestrian access. The interconnected street network enhances mobility and provides for more efficient delivery of services to the community. Block lengths will not exceed 1,500 feet to allow convenient movement of traffic, pedestrian, and emergency vehicles throughout the subdivision. Through the placement of sidewalks throughout the community, residents are encouraged to walk or ride a bike to visit the neighbors, to access community recreation areas, or simply for exercise. As off-street parking has been provided in several areas throughout the project, a prohibition for on street parking will be incorporated into the covenants for the project.

The property shall be accessed primarily by one ingress/egress point on Highway 30. All DOT requirements will be met along Highway 30. This point is proposed to open up directly across from the south end of Kolic Helmey Road. It is anticipated that the development will include signs at the access point along Highway 30.

**K) Schedule**

It is the developer’s intent to have started construction on the roadways, storm drainage, water system, and sewer system during 2022. It is planned to have the development proceed in 3 phases, with engineering and permitting for each phase beginning when Certificates of Occupancy have been received on approximately 66% of the units in the prior phase. Based upon current market conditions, subsequent phases are expected to begin permitting and construction approximately 18-24 months following the previous phase. This development schedule may be modified based on market conditions, unforeseen delays in constructions schedules, or other factors outside the control of the developer.

**L) Installation of Improvements**

The developer ensures that the installation of improvements indicated in this Development Text will be completed in timely manner. The sanitary sewer pump station and force main will be installed during phase 1 with all other infrastructure being installed for each phase as outlined in the schedule outlined in section K. The primary amenity area where the pool will be located will begin construction prior to the beginning of the second phase. The secondary amenity areas will be installed during the phase of the project where the amenity is located.



Course	Bearing	Distance
L1	N 03°42'14" E	297.37'
L2	N 55°11'52" E	253.44'
L3	N 30°40'02" E	28.42'
L3A	N 30°40'08" E	233.90'
L4	N 43°59'17" E	119.97'
L5	N 57°04'43" E	115.70'
L6	N 41°11'04" E	119.95'
L7	N 53°25'04" E	176.87'
L8	N 08°11'43" E	46.47'
L9	N 03°09'57" E	143.34'
L10	N 56°11'14" E	184.54'
L11	N 20°48'55" E	113.04'
L12	S 22°45'44" E	356.51'
L13	S 20°32'24" E	48.70'
L14	S 10°41'00" W	90.23'
L15	S 03°37'01" E	104.54'
L16	S 14°39'11" W	37.69'
L17	S 36°52'51" W	32.42'
L18	S 20°52'09" W	21.53'
L19	S 12°37'40" W	51.09'
L20	S 19°58'47" E	51.09'
L21	S 09°58'57" E	47.74'
L22	S 24°11'28" W	92.30'
L23	S 00°07'18" E	36.00'
L24	S 25°22'12" W	20.13'
L25	S 03°28'15" W	37.38'
L26	S 10°58'25" E	28.09'
L27	S 25°48'17" W	70.24'
L28	S 14°58'27" E	48.89'
L29	S 08°58'57" E	69.19'
L30	S 23°46'50" E	37.38'
L31	S 24°38'58" E	66.07'
L32	S 27°59'35" W	25.28'
L33	S 27°29'10" W	48.28'
L34	S 05°10'34" E	24.33'
L35	S 05°10'34" E	146.51'
L36	S 10°51'54" E	97.34'
L37	S 00°18'15" E	68.77'
L38	S 05°29'38" W	134.97'
L39	S 14°19'45" W	38.84'
L40	S 27°43'50" E	60.00'
L41	S 31°40'42" E	146.51'
L42	S 47°51'54" E	97.34'
L43	S 41°03'40" E	55.72'
L44	S 41°44'57" E	43.89'
L45	S 16°32'07" E	52.42'
L46	S 55°50'01" E	50.33'
L47	S 57°09'14" E	52.12'
L48	S 48°42'12" E	104.40'
L49	S 46°15'51" E	76.89'
L50	S 73°57'27" E	96.09'
L51	S 49°52'24" E	137.07'
L52	S 38°14'08" E	67.45'
L53	S 06°34'30" W	385.01'
L54	N 60°44'47" W	273.44'
L55	N 43°03'40" E	196.80'
L56	N 66°40'07" W	221.38'
L57	S 43°03'40" W	196.80'

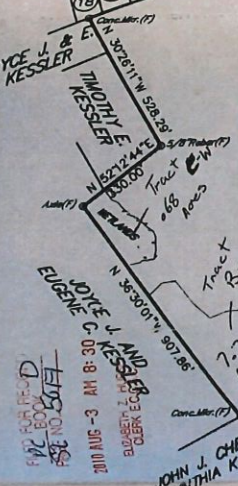
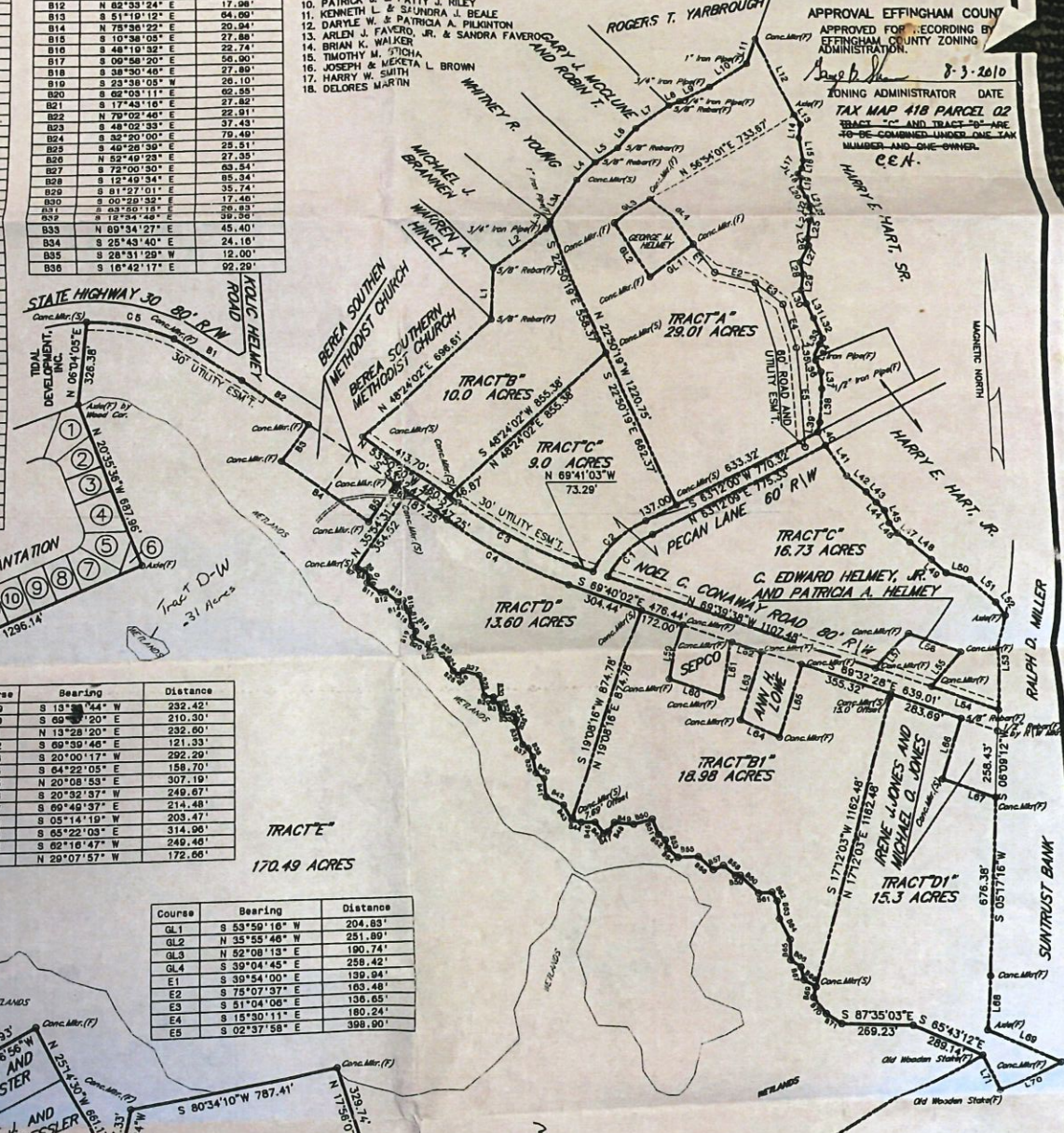
Course	Bearing	Distance
B1	S 56°08'30" E	312.00'
B2	S 83°54'24" E	323.27'
B3	S 35°50'21" W	183.50'
B4	S 53°58'17" E	412.18'
B5	S 35°54'31" E	183.46'
B6	S 83°42'47" E	60.00'
B7	S 52°01'48" E	14.37'
B8	S 60°29'48" E	23.59'
B9	S 33°24'42" E	32.00'
B10	S 24°24'11" W	24.00'
B11	S 54°14'37" E	97.11'
B12	N 82°33'24" E	17.98'
B13	S 51°19'12" E	64.09'
B14	N 75°36'22" E	20.94'
B15	S 10°36'05" E	27.88'
B16	S 48°10'32" E	22.74'
B17	S 09°58'20" E	56.50'
B18	S 38°30'46" E	27.88'
B19	S 23°38'03" W	26.10'
B20	S 63°03'11" E	62.85'
B21	S 17°43'10" E	27.82'
B22	N 70°02'48" E	22.91'
B23	S 48°02'33" E	37.43'
B24	S 32°20'00" E	70.49'
B25	S 40°28'30" E	25.51'
B26	N 52°49'23" E	27.35'
B27	S 72°00'30" E	63.54'
B28	S 12°49'34" E	85.34'
B29	S 81°27'01" E	35.74'
B30	S 00°20'32" E	17.48'
B31	S 03°12'01" E	56.53'
B32	S 12°54'48" E	39.36'
B33	N 68°34'27" E	45.40'
B34	S 25°43'40" E	24.18'
B35	S 28°31'29" W	12.00'
B36	S 16°42'17" E	92.29'

- WILLIAM G. AND JAN HALL
- MARK A. AND ANGELA M. SHAW
- RICHARD J. & SHANNON D. CLARK
- JEFFREY JAMES DUBERT
- TRACY B. Tipton
- M.D. GA. WATER CO.
- GERALDINE E. LANER
- CRYSTAL FLOID
- MARY ELAINE PALMER
- PATRICK J. & PATTY J. RILEY
- KEVIN L. & SANDRA J. BEALE
- DARLEY W. & PATRICIA A. PILKINGTON
- ARLEN J. FAVERO, JR. & SANDRA FAVERO
- BRIAN K. WALKER
- TIMOTHY M. STICHA
- JOSEPH & VERETA L. BROWN
- HARRY W. SMITH
- DELORES MARTIN

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	358.84'	128.01'	243.43'	38°52'04"	15°58'01"	238.70'	N 47°37'19" E
C2	418.84'	192.45'	292.41'	40°00'04"	13°40'47"	286.51'	S 47°03'19" W
C3	1887.50'	288.62'	321.60'	15°50'15"	3°02'08"	820.24'	S 61°23'37" W
C4	1967.50'	272.70'	344.02'	15°50'33"	2°54'44"	842.59'	S 61°43'30" E
C5	830.80'	174.03'	343.10'	23°39'42"	6°53'47"	346.66'	S 78°55'45" E



APPROVED EFFINGHAM COUNTY RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATION. DATE: 8-3-2010. JOINING ADMINISTRATOR DATE: TAX MAP 418 PARCEL 02. TO BE COMBINED UNDER ONE TAX MAP NUMBER AND ONE OWNER: C.E.H.



Course	Bearing	Distance
L59	S 15°58'11" W	232.42'
L60	S 69°08'20" E	210.30'
L61	N 13°28'20" E	232.60'
L62	S 69°39'46" E	121.33'
L63	S 20°00'17" W	292.29'
L64	S 64°22'05" E	158.70'
L65	N 20°08'53" E	307.19'
L66	S 20°32'37" E	249.67'
L67	S 69°49'37" E	214.48'
L68	S 05°14'19" W	203.47'
L69	S 65°22'03" E	314.96'
L70	S 62°16'47" W	249.46'
L71	N 29°07'57" W	172.86'

Course	Bearing	Distance
Q1	S 53°50'16" W	204.83'
Q2	N 35°58'46" W	251.00'
Q3	N 52°08'13" E	190.74'
Q4	S 39°04'45" E	258.42'
E1	S 39°54'00" E	136.94'
E2	S 75°07'37" E	153.48'
E3	S 81°04'06" E	136.65'
E4	S 15°30'11" E	180.24'
E5	S 02°57'58" E	398.90'

Course	Bearing	Distance
B37	S 55°58'52" E	26.28'
B38	S 28°34'34" E	38.11'
B39	S 08°36'01" E	64.85'
B40	S 54°43'29" E	37.92'
B41	S 07°27'17" E	71.72'
B42	S 63°32'23" E	74.78'
B43	S 30°42'30" E	64.98'
B44	S 79°37'14" E	38.00'
B45	S 89°51'08" E	54.27'
B46	S 37°24'41" E	55.10'
B47	N 68°14'50" E	18.52'
B48	N 34°30'52" E	42.34'
B49	S 83°43'42" E	72.20'
B50	S 20°31'57" E	74.57'
B51	S 75°13'57" E	62.91'
B52	S 49°39'58" E	32.37'
B53	S 12°46'59" E	34.47'
B54	S 47°08'03" E	49.25'
B55	N 88°22'22" E	77.45'
B56	S 47°32'58" E	73.98'
B57	N 67°25'05" E	41.74'
B58	S 48°25'19" E	57.82'
B59	N 88°02'14" E	17.25'

Course	Bearing	Distance
800	S 44°14'35" E	92.85'
801	N 86°19'43" E	49.99'
802	S 28°26'19" E	38.41'
803	S 05°02'00" E	87.04'
804	S 25°13'57" E	86.83'
805	S 01°24'34" W	75.99'
806	S 54°04'17" E	46.61'
807	S 11°20'57" E	48.86'
808	S 58°40'01" E	50.85'
809	S 14°30'21" W	41.09'
870	S 36°53'03" E	75.78'
871	S 55°34'01" E	67.93'



PROPERTY SURVEY FOR LOLA E. HELMEY, ESTATE. LOCATED IN THE 1559TH G. M. D., EFFINGHAM COUNTY, GEORGIA.

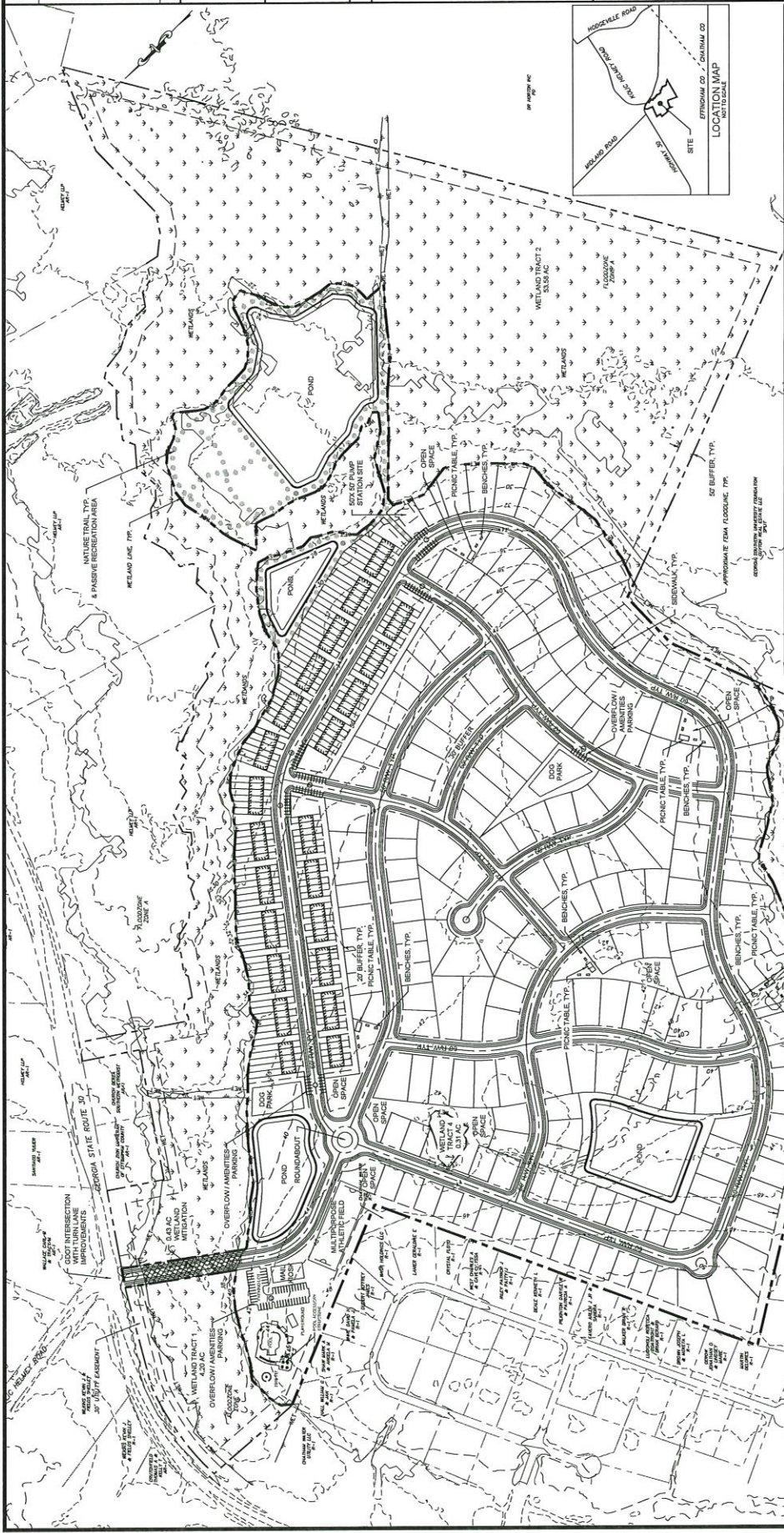
DATE: APRIL 08, 2010. BY: WARREN E. POITHRESS, Reg. Land Surveyor # 7855, 991 Hunters Road, Sylvester, Ga. 30467. Tel: (912) 857-3288. EQUIP: TOPCON 303 TOTAL STATION. FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 26732 FEET, AND ANGULAR ERROR OF ONE SECONDS PER ANGLE POINT. AFTER ADJUSTMENTS BY THE COMPASS RULE THE FINAL PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 30129 FEET.

SHEET  
1  
OF 2

HELMLEY TRACT - SR 30  
10TH GM DISTRICT  
EFFINGHAM COUNTY, GEORGIA  
Prepared for:  
GREENLAND DEVELOPERS, INC.



NO.	REVISION DESCRIPTION	DATE
0001		
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**APPLICANT:** GREENLAND DEVELOPERS, INC.  
170.58 ACRES  
WETLAND CONSERVATION TRACT 1: 4.34 ACRES  
WETLAND CONSERVATION TRACT 2: 8.24 ACRES  
WETLAND CONSERVATION TRACT 3: 8.24 ACRES  
WETLAND CONSERVATION TRACT 4: 10.43 ACRES  
TOTAL ACRES: 170.58 ACRES

**OWNER:** HELMLEY LLP, 650 HAWTHORNE ROAD, SUITE 100, GAITHERSBURG, MD 20878

**PROPERTY ADDRESS:** 10TH GM DISTRICT, 10TH STREET, EFFINGHAM COUNTY, GA 31305

**PK. ZONING & USE:** R-10, SINGLE-FAMILY TOWNHOME

**BUILDING SETBACKS:** FRONT: 25', SIDE: 10', REAR: 10'

**PERMITTED:** YES

**SITE INFORMATION**

MAX DENSITY: 2 DWELLING UNITS PER GROSS ACRE  
DENSIITY: 1 DWELLING UNIT PER ACRE (100.00 AC)  
TOWNHOME: 1 DWELLING UNIT PER ACRE (100.00 AC)  
SINGLE FAMILY: 1 DWELLING UNIT PER ACRE (100.00 AC)

MAX BUILDING HEIGHT: 35 FT  
MAX LOT COVERAGE: 45% (SINGLE-FAMILY)  
MIN LOT AREA: 1,600 SF = 0.36 ACRES (SINGLE-FAMILY)  
MIN LOT WIDTH AT BLDG: 60 FT (SINGLE-FAMILY)  
20 SINGLE FAMILY LOTS (60 FT WIDE x 100 FT DEEP, TYP.)  
300 LOTS TOTAL

AREA: 100.00 AC (REV.) = 100.00 AC TOTAL  
= 20.00 AC  
= 20.00 AC

OPEN SPACE PROVIDED: 25.00 AC (25%)  
COMMON AREA: 14.85 AC (8%)  
50% OF COMMON AREA IS BELIEVABLE

40% OF HOUSEHOLDS HAVE CHILDREN  
APPROXIMATELY 3 PERSONS/A-HOUSEHOLD  
125 CHILDREN ESTIMATED

**PERFORMED CALCULATIONS:** 2 DWELLING UNITS PER LOT  
SINGLE FAMILY: 912 SPACES PROVIDED  
TOWNHOUSES: 1 GARAGE + 2 SPACES PER LOT  
408 SPACES PROVIDED  
OVERFLOW: 58 SPACES PROVIDED  
AMENITIES: 58 SPACES PROVIDED

PER EFFINGHAM COUNTY GIS THERE IS A REUSE MAIN, A FORCE MAIN AND A WATER MAIN LOCATED ALONG GA STATE ROUTE 30. THE REUSE MAIN, FORCE MAIN AND WATER MAIN ARE EFFINGHAM COUNTY, TOWN STATION AND F SEWER MAIN. THE REUSE MAIN, FORCE MAIN AND WATER MAIN ATTENTION SHALL BE PROVIDED BY THE SITE OWNER.

WETLANDS HAVE BEEN DELINEATED, CONTOUR PROPERTY LINES, AND FEMA FLOODLINE HAVE BEEN TAKEN FROM EFFINGHAM COUNTY GIS.

SEWERLINES WILL BE PROVIDED. STREET LIGHTS WILL BE PROVIDED. POOL, W/PI, ACCESSORY POOL HOUSE WILL BE PROVIDED. COMMUNITY FIRE PIT AND PLAYGROUND WILL BE PROVIDED. WALKING TRAILS, PARKS AND PASSIVE RECREATION AREA WILL BE PROVIDED. BUFFER PROVIDED WILL BE VEGETATIVE - EITHER NATURAL OR PLANTED.

**LOCATION MAP**  
NOT TO SCALE

EFFINGHAM CO., GEORGIA

LOCATED OFF OF

**APPROXIMATE FIRM FLOODLINE, TYP.**

50' BUFFER, TYP.

SEWERLINE, TYP.

APPROXIMATE FIRM FLOODLINE, TYP.

50' BUFFER, TYP.

SEWERLINE, TYP.

APPROXIMATE FIRM FLOODLINE, TYP.

50' BUFFER, TYP.

SEWERLINE, TYP.

APPROXIMATE FIRM FLOODLINE, TYP.

50' BUFFER, TYP.

SEWERLINE, TYP.

APPROXIMATE FIRM FLOODLINE, TYP.

50' BUFFER, TYP.

SEWERLINE, TYP.

**WETLAND TRACT 1**  
4.34 AC

**WETLAND TRACT 2**  
8.24 AC

**WETLAND TRACT 3**  
8.24 AC

**WETLAND TRACT 4**  
10.43 AC

**WETLAND TRACT 5**  
10.43 AC

**WETLAND TRACT 6**  
10.43 AC

**WETLAND TRACT 7**  
10.43 AC

**WETLAND TRACT 8**  
10.43 AC

**WETLAND TRACT 9**  
10.43 AC

**WETLAND TRACT 10**  
10.43 AC

**WETLAND TRACT 11**  
10.43 AC

**WETLAND TRACT 12**  
10.43 AC

**WETLAND TRACT 13**  
10.43 AC

**WETLAND TRACT 14**  
10.43 AC

**WETLAND TRACT 15**  
10.43 AC

**WETLAND TRACT 16**  
10.43 AC

**WETLAND TRACT 17**  
10.43 AC

**WETLAND TRACT 18**  
10.43 AC

**WETLAND TRACT 19**  
10.43 AC

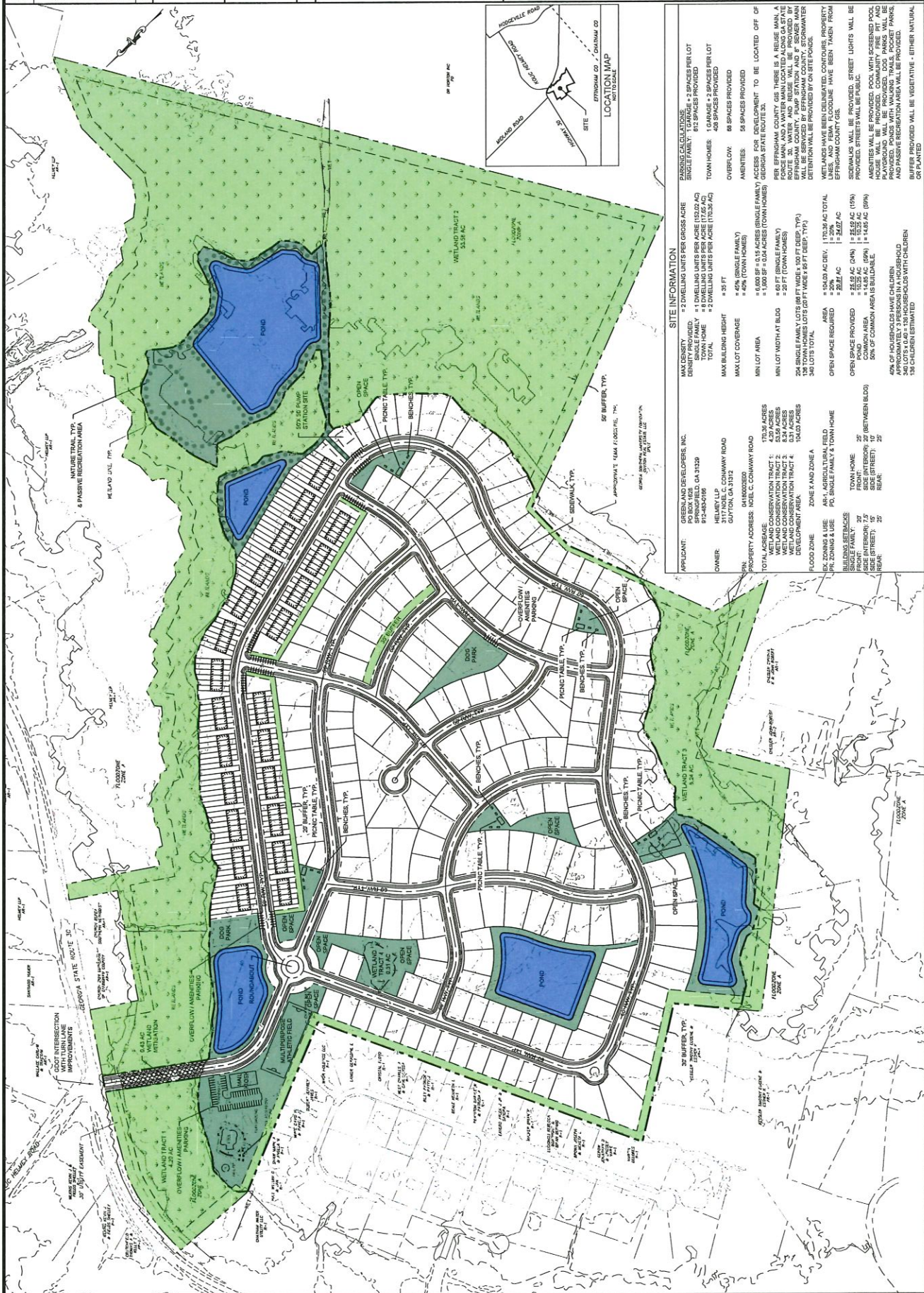
**WETLAND TRACT 20**  
10.43 AC

PROJECT NO.	Z12008
DESIGNED BY	ARM
CHECKED BY	ARM
DATE	JANUARY 2022

HELMLEY TRACT - SR 30  
10TH GM DISTRICT  
EFFINGHAM COUNTY, GEORGIA  
Prepared for:  
GREENLAND DEVELOPERS, INC.



NO.	REVISION DESCRIPTION	DATE



**SITE INFORMATION**

<b>APPLICANT:</b> GREENLAND DEVELOPERS, INC. 8177 BENTLEY LANE, FLORENCE, GA 31502 912-880-0196	<b>OWNER:</b> HELMLEY L.P. CONWAY ROAD CLAYTON, GA 31532	<b>PROPERTY ADDRESS:</b> INDELS C. CONWAY ROAD CLAYTON, GA 31532	<b>TOWN:</b> 10TH GM DISTRICT
<b>TOTAL ACRES:</b> 170.38 ACRES	<b>WETLAND CONSERVATION TRACT 1:</b> 4.39 ACRES	<b>WETLAND CONSERVATION TRACT 2:</b> 8.24 ACRES	<b>WETLAND CONSERVATION TRACT 3:</b> 8.24 ACRES
<b>WETLAND CONSERVATION TRACT 4:</b> 10.60 ACRES	<b>DEVELOPMENT AREA:</b> 10.60 ACRES	<b>FLOOD ZONE:</b> 30' BUFFER	<b>FLOOD ZONE:</b> 50' BUFFER
<b>MIN LOT AREA:</b> 1,688 SF = 0.11 ACRES (SINGLE FAMILY)	<b>MIN LOT WIDTH AT BLDG:</b> 60 FT (SINGLE FAMILY)	<b>MIN LOT AREA:</b> 1,800 SF = 0.04 ACRES (TOWN HOMES)	<b>MIN LOT WIDTH AT BLDG:</b> 20 FT (TOWN HOMES)
<b>MAX LOT COVERAGE:</b> 45% (SINGLE FAMILY)	<b>MAX BUILDING HEIGHT:</b> 35 FT	<b>MAX LOT COVERAGE:</b> 45% (SINGLE FAMILY)	<b>MAX BUILDING HEIGHT:</b> 35 FT
<b>MIN LOT AREA:</b> 1,688 SF = 0.11 ACRES (SINGLE FAMILY)	<b>MIN LOT WIDTH AT BLDG:</b> 60 FT (SINGLE FAMILY)	<b>MIN LOT AREA:</b> 1,800 SF = 0.04 ACRES (TOWN HOMES)	<b>MIN LOT WIDTH AT BLDG:</b> 20 FT (TOWN HOMES)
<b>MAX LOT COVERAGE:</b> 45% (SINGLE FAMILY)	<b>MAX BUILDING HEIGHT:</b> 35 FT	<b>MAX LOT COVERAGE:</b> 45% (SINGLE FAMILY)	<b>MAX BUILDING HEIGHT:</b> 35 FT
<b>MIN LOT AREA:</b> 1,688 SF = 0.11 ACRES (SINGLE FAMILY)	<b>MIN LOT WIDTH AT BLDG:</b> 60 FT (SINGLE FAMILY)	<b>MIN LOT AREA:</b> 1,800 SF = 0.04 ACRES (TOWN HOMES)	<b>MIN LOT WIDTH AT BLDG:</b> 20 FT (TOWN HOMES)
<b>MAX LOT COVERAGE:</b> 45% (SINGLE FAMILY)	<b>MAX BUILDING HEIGHT:</b> 35 FT	<b>MAX LOT COVERAGE:</b> 45% (SINGLE FAMILY)	<b>MAX BUILDING HEIGHT:</b> 35 FT

**OPEN SPACE PROVIDED:** 23.02 AC (13%)  
**COMMON AREA:** 14.62 AC (8%)  
**5% OF COMMON AREA IS BUILDABLE**

**42% OF HOUSEHOLDS HAVE CHILDREN**  
**APPROXIMATELY 3 PERSONS IN A HOUSEHOLD**  
**AND PASSIVE RECREATION AREA WILL BE PROVIDED**  
**AND PLAYGROUND WILL BE PROVIDED**  
**AND PLAYGROUND WILL BE PROVIDED**  
**AND PLAYGROUND WILL BE PROVIDED**

**PARKING CALCULATIONS:**  
SINGLE FAMILY: 2 SPACES PER LOT  
TOWN HOMES: 1 GARAGE + 2 SPACES PER LOT  
OVERFLOW: 58 SPACES PROVIDED  
AMENITIES: 58 SPACES PROVIDED  
PER EFFINGHAM COUNTY GIS THERE IS A REUSE MAIN, A FORCE MAIN AND A WATER MAIN LOCATED ALONG GA STATE ROUTE 30 AND A SEWER MAIN LOCATED ALONG GA STATE ROUTE 200. THE WATER MAIN AND SEWER MAIN DISTRIBUTION WILL BE PROVIDED BY THE OWNER. THE WATER MAIN AND SEWER MAIN WILL BE PROVIDED BY THE OWNER.

NETLANDS HAVE BEEN DELINEATED CONFORMANCE PROPERTY LINES AND FEMA FLOODLINE HAVE BEEN TAKEN FROM EFFINGHAM COUNTY GIS.

SEWERALIS WILL BE PROVIDED. STREET LIGHTS WILL BE PROVIDED. INTERIOR AND EXTERIOR LIGHTING WILL BE PROVIDED. HOUSES WILL BE PROVIDED. COMMUNITY FIRE PIT AND PLAYGROUND WILL BE PROVIDED. COMMUNITY FIRE PIT AND PLAYGROUND WILL BE PROVIDED. COMMUNITY FIRE PIT AND PLAYGROUND WILL BE PROVIDED.

AND PASSIVE RECREATION AREA WILL BE PROVIDED. AND PASSIVE RECREATION AREA WILL BE PROVIDED. AND PASSIVE RECREATION AREA WILL BE PROVIDED.

OR PLANTED.

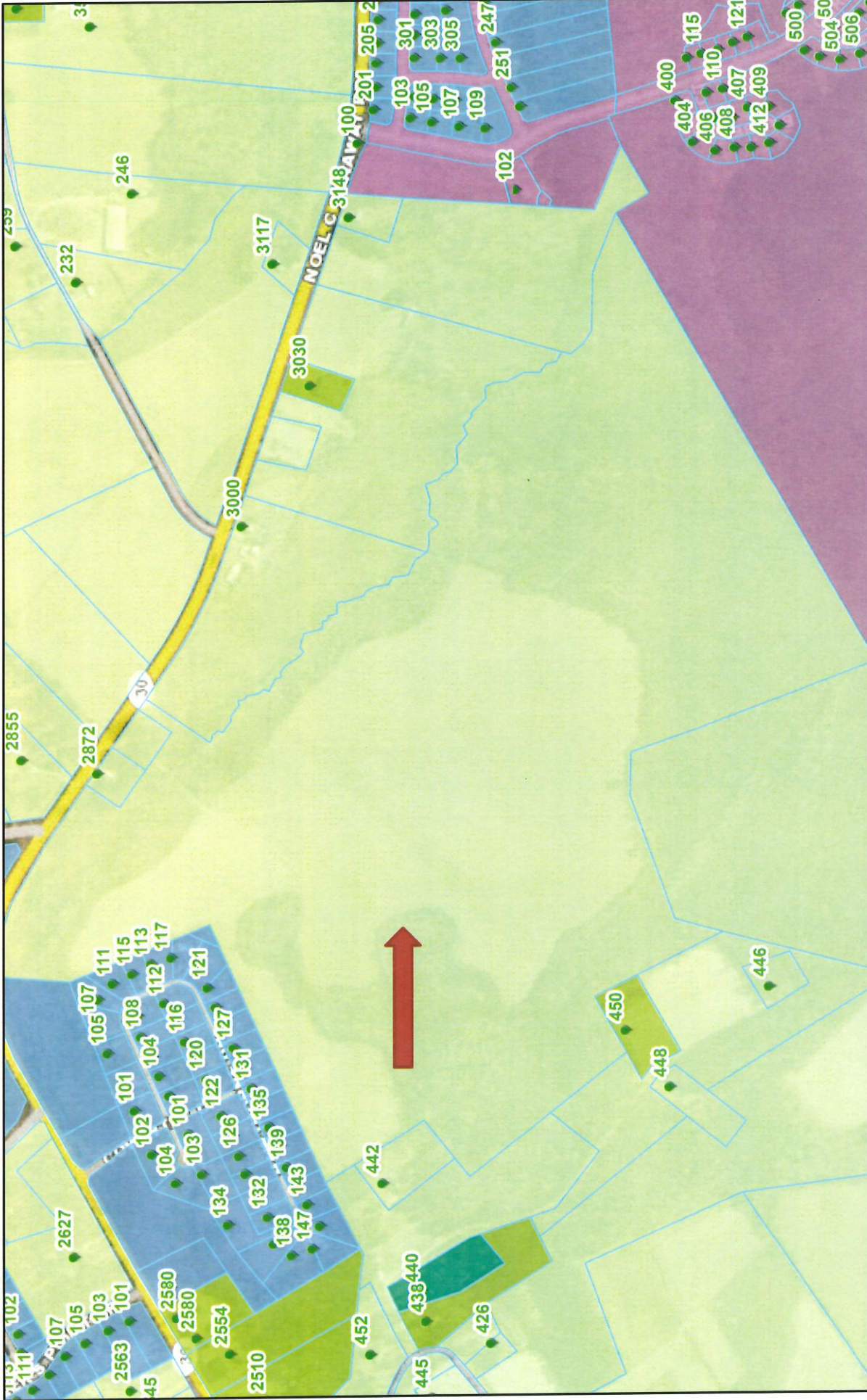
1/2022-12-19-0822 HELMLEY TRACT SR 30 L1917(05)1-1022-02-02 9:13 AM

# HIGHWAY 30 & KOLIC HELMEY

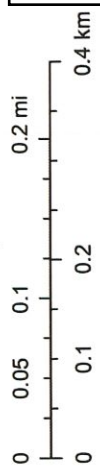


Item XVI. 3.

# HIGHWAY 30 & KOLIC HELMEY



1:9,028



- Address\_Points
- Parcels2020
- B-1
- AR-2
- R-1
- AR-1
- PD

12/14/2021, 8:06:38 AM

Item XVI. 3.

509

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL       

DISAPPROVAL       

Of the rezoning request by applicant **Greenland Developers, Inc.** as Agent for **Helmey, LLP – (Map # 418 Parcel # 2E)** from AR-1 to PD (Residential) 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 **Greenland Developers, Inc.** as Agent for **Helmey, LLP – (Map # 418 Parcel # 2E)** from **AR-1** to **PD (Residential)** zoning.

Yes  1. Is this proposal inconsistent with the county’s master plan?

Yes  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  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?

ML

Yes  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  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  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  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 **Greenland Developers, Inc.** as Agent for **Helmey, LLP – (Map # 418 Parcel # 2E)** from AR-1 to PD (Residential) zoning.

- Yes  No? 1. Is this proposal inconsistent with the county’s master plan?
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- 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?
- No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes  No? 8. Do other conditions affect the property so as to support a decision against the proposal?



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Greenland Developers, Inc.** as Agent for **HelmeY, LLP – (Map # 418 Parcel # 2E)** from **AR-1** to **PD (Residential)** 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?

AZ

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:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Greenland Developers** as Agent for **Helmey, LLP** request to **rezone** 170.36 acres from **AR-1** to **PD (Residential)** to allow for the development of a single and multi-family residential subdivision. Located on Highway 30 at Kolic Helmey Road. **Map# 418 Parcel# 2E**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 170.36 acres from **AR-1** to **PD (Residential)** to allow for the development of a single and multi-family residential subdivision, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to *Section 5.15 PD – Planned Development District*, the applicant may submit a concept plan for review and comment. The PD text and master plan are developed according to the ordinance, and with feedback from staff.
- The 340-unit subdivision will be served by county water, sewer, and reuse. Development of the property meets the county’s goal of concentrating residential development where public utilities are available.
- The proposed density is 2 dwelling units per 170.36 gross acres (204 single family units and 136 townhomes); net density is 3.3 units per 104.03 buildable acres. Open space (25.10 acres) includes 10.25 acres of ponds and 14.85 acres of usable area. Amenities will include a dog park, pool & accessory structure; multipurpose fields, and open space with benches and parking throughout the development. There will be a minimum 30’ vegetative buffer around the perimeter of the development.
- At the September 28 meeting to discuss the project and the PD rezoning process, staff provided input on requirements for open space, recreational amenities, resident parking, common element maintenance, and a Traffic Impact Assessment (TIA) to identify necessary improvements for Hwy 30. On November 1, a draft PD text and concept plan were submitted, and a second meeting was held. Comments on the draft PD text and concept plan were provided to the applicant for additional drafts.
- The PD document includes information on parking and sidewalks. Staff has requested clarification for these topics, as well as for proposed signage. The applicant will submit a final revision after the Planning Board meeting, to address staff suggestions, and include any new comments from the Planning Board.
- A development agreement to improve the Hwy 30 & Kolic Helmey intersection may be considered in place of the TIA.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to rezone 170.36 acres from **AR-1** to **PD**, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the approved PD – Residential document and master plan.
  2. A Sketch Plan must be approved before site development plans are submitted.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE
  5. A Traffic Impact Assessment 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.

### Alternatives

- 1. Approve** request to rezone 170.36 acres from **AR-1** to **PD (Residential)**, with the following conditions:
1. Future use of the above-referenced property being rezoned shall meet the requirements of the approved PD – Residential document and master plan.
  2. A Sketch Plan must be approved before site development plans are submitted.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE
  5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

**2. Deny** the request to **rezone** 170.36 acres from **AR-1** 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.  
418-2E

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
418-2E

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, GREENLAND DEVELOPERS as Agent for HELMEY, LLP has filed an application to rezone one hundred seventy and thirty-six hundredths (170.36) +/- acres; from AR-1 to PC (Residential) to allow for the development of a single and multi-family residential subdivision; map and parcel number 418-2E, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT one hundred seventy and thirty-six hundredths (170.36) +/- acres; map and parcel number 418-2E, located in the 2<sup>nd</sup> commissioner district is rezoned from AR-1 to PD (Residential), with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the approved PD – Residential document and master plan.
2. A Sketch Plan must be approved before site development plans are submitted.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE
5. 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

## Staff Report

**Subject:** Variance (Second District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Tracy Fleming** requests a **variance** to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence at 138 Pine Drive, zoned **AR-1**. **Map# 451C Parcel# 68**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** to allow the use of a camper/RV as a temporary dwelling during the construction of a residence.

### 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.*

- A building permit application (# 202102330) has been approved.
- The mobile home on site is to be removed prior to construction. The new home will occupy the same location. Applicants wish to live on site during construction of their new home.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **variance** to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence at 138 Pine Drive, with the following conditions:
  - The camper may be occupied for up to twelve (12) months during construction.
  - Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.
- The motion was seconded by Michael Larson, and carried unanimously.

### Alternatives

**1. Approve** the request for a **variance** to allow the use of a camper/RV as a temporary dwelling during the construction of a residence.

- The camper may be occupied for up to twelve (12) months during construction.
- Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.

**2. Deny** the request for a variance to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

- Variance application
- Ownership Certification

- Deed
- Aerial photography

**ATTACHMENT A - VARIANCE APPLICATION**

Application Date: 12/8/2021

Applicant/Agent: Tracy Fleming

Applicant Email Address: jjtg48@gmail.com

Phone # 912-655-2874

*mail to*

Applicant Mailing Address: 101 Ridenour Place

City: Beaufort State: SC Zip Code: 29902

Property Owner, if different from above: \_\_\_\_\_

*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): jjtg48@gmail.com

Phone # 912-655-2874

Owner's Mailing Address: 101 Ridenour Place

City: Beaufort State: SC Zip Code: 29902

Property Location: 138 Pine Dr Rincon GA 31326

Name of Development/Subdivision: Goshen Hill Farms

Present Zoning of Property AR-1 Tax Map-Parcel # 451C-68 Total Acres 1.57

**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_

Describe why variance is needed: We are building and

want to live in Our RV during building  
~~to 8 months~~ <sup>no</sup> 12 months requested

How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

Applicant Signature: Tracy Fleming Date 12/8/2021

Rev 05052021

*202102262 (Slab permit for garage)*

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

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

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

December 16, 2008, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1811 page 138.

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 *Tracy Fleming*  
Print Name Tracy Fleming

Owner's signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Sworn and subscribed before me this 21<sup>st</sup> day of December, 20 21.

*Kathleen Erin Dunning*  
Notary Public, State of Georgia



BOOKED PAGE  
BOOK  
01811 PAGE NO 0138

2008 DEC 23 PM 1:06

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

Welch & Tetreault, LLC  
306A Commercial Drive  
Savannah, Georgia 31406  
File # 080381

QUITCLAIM DEED  
The purpose of this deed is to correct  
grantee's name.  
STATE OF GEORGIA  
COUNTY OF EFFINGHAM

This indenture made the 16th day of December, 2008, by and between TRACY GROVENSTEIN as party or parties of the first part, hereinafter referred to as Grantor, and TRACY HAZZARD, as party or parties of the second part, hereinafter referred to as Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH GMD, EFFINGHAM COUNTY, GEORGIA, AND KNOWN AND DESIGNATED UPON A MAP OR PLAT OF GOSHEN HILLS FARMS MADE BY SEWELL & MAXWELL, ENGINEERS IN JANUARY OF 1959, RECORDED IN MAP BOOK 2, PAGE 20, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, AS LOT NUMBER 68, PHASE ONE (1). SAID MAP OR PLAT IS HEREBY INCORPORATED HEREIN BY REFERENCE. MORE COMMONLY KNOWN AS 112 PINE DRIVE, RINCON, GEORGIA, 31326. PIN: 102H-60 138 JA

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has set his hand and affixed his seal the day and year first above written.

*[Handwritten signature]*  
Unofficial Witness

*[Handwritten signature]* (L.S.)  
TRACY GROVENSTEIN

*[Handwritten signature]*  
Notary Public  
LEE A. WELCH  
NOTARY  
EXPIRES  
GEORGIA  
APRIL 17, 2009  
PUBLIC  
CHATHAM COUNTY



Permit: 202102330  
 Parcel Id: 0451C068000  
 Plan Name: Fleming  
 Issued: 01/04/22  
 Fee: \$496.20  
 Owner: JOEL CARTER CONSTRUCTION  
 Phone: 912-677-6976  
 Location: 138 Pine Dr, Rincon, GA 31326  
 Lot Number: 68  
 Type: HOUSE  
 Flood Zone:  
 Flood Elevation Certificate Require \_\_\_\_\_  
 Job Descr: 138 PINE DRIVE / FLEMING  
 ERECT TSF 1768 HTD 1352 UNHTD 416 3BR/2BT  
 SHINGLE/SLAB/DRYWALL/VINYL

The issuance of this permit authorizes improvements of the real property designated herein which improvements may subject such property to mechanics' and materialmen's liens pursuant to Part 3 of Article 8 of Chapter 14 of Title 44 of the Official Code Georgia Annotated. In order to protect any interest in such property and avoid encumbrances thereon, the owner or any person with an interest in such property should consider contacting an attorney or purchasing a consumer's guide to the lien laws which may be available at building supply home centers.

REQUIRED INSPECTIONS

Type \_\_\_\_\_ Date \_\_\_\_\_ Approved By \_\_\_\_\_

Property Corners		
Pad		
Sawpole		
Footing		
Plumbing - Underslab		
Stemwall		
Slab Floor System		
Subfloor		
Nailing		
Housewrap/Windowseal		
Electrical Rough-in		
Plumbing Rough-in		
Mechanical Rough-in		
Framing Dry-in		
Insulation		
Driveway and Walks		
Grading		
Temporary Power		
Final		
Skirting		

**SURVEYOR'S CERTIFICATION**

The 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 REGULATION OR REQUIREMENTS OR SUITABILITY FOR ANY USE FOR PURPOSE OF THE LAND. 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.



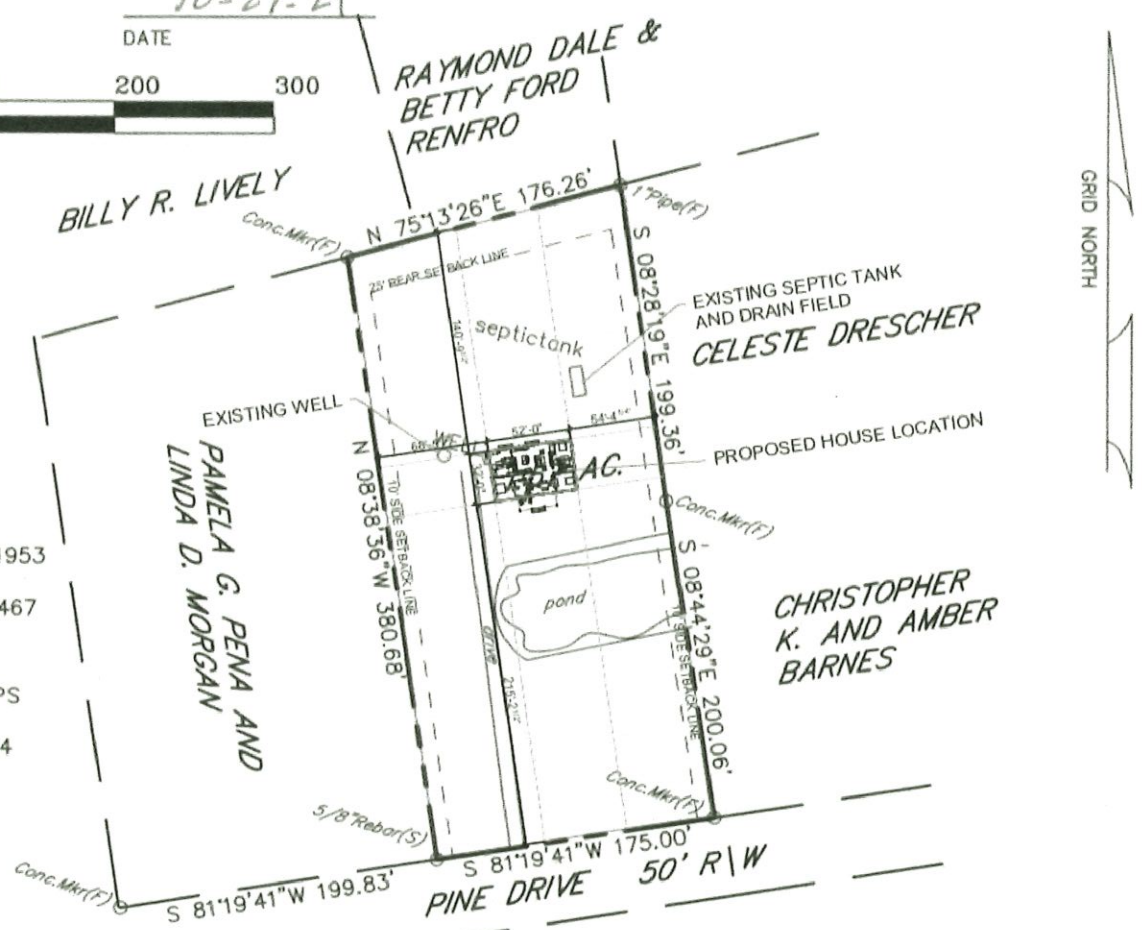
DEED BOOK 1811 PAGE 138  
PLAT BOOK 2 PAGE 20

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953

10-27-21  
DATE



DATE: OCTOBER 27, 2021  
By: Warren E Poythress  
Registered Land Surveyor No. 1953  
Address: 991 Hunters Road  
Sylvania, Georgia 30467  
Cell Phone - 912-531-1453  
Telephone: 912-857-3288  
Equipment - Sokia GRS2 - GPS  
Topcon 303  
FINAL PLAT CLOSURE = 228504



**PROPERTY SURVEY  
FOR  
TRACY M. FLEMING**

LOCATION LOT 68, GOSHEN HILL  
FARMS, 9TH G. M. D., EFFINGHAM  
COUNTY, GEORGIA

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: DARRELL ONEAL  
Title



CK  
K.  
B.

**SURVEYOR'S CERTIFICATION**

The 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 REGULATION OR REQUIREMENTS OR SUITABILITY FOR ANY USE FOR PURPOSE OF THE LAND. 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.



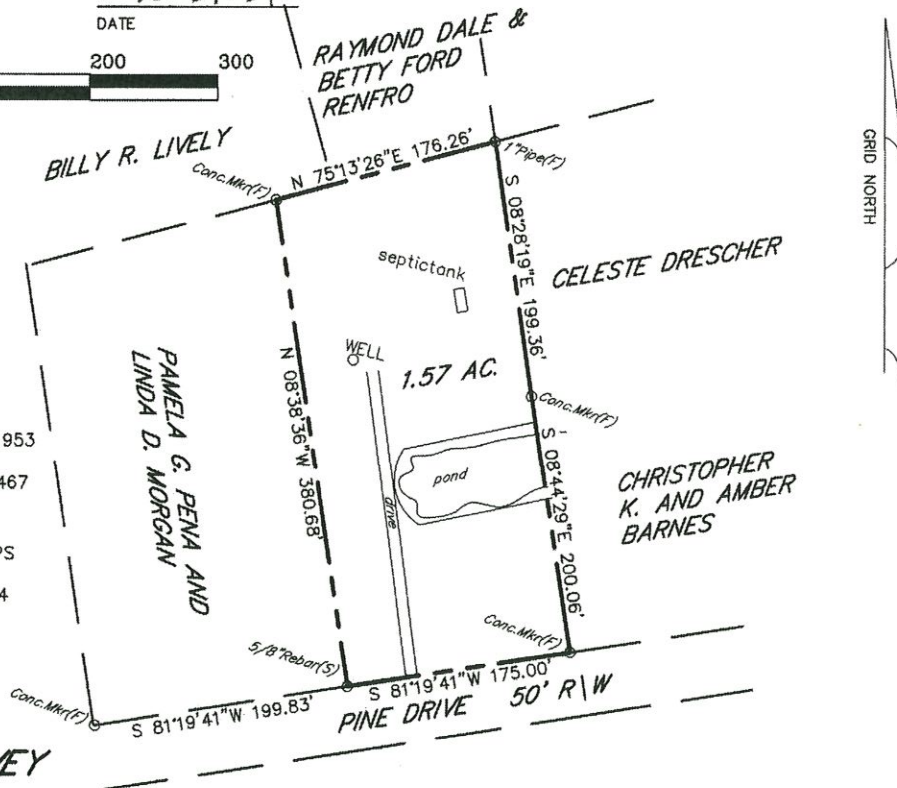
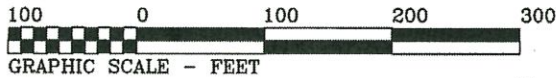
*Warren E. Poythress*

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953

10-27-21

DATE

DEED BOOK 1811 PAGE 138  
PLAT BOOK 2 PAGE 20



DATE: OCTOBER 27, 2021  
By: Warren E Poythress  
Registered Land Surveyor No. 1953  
Address: 991 Hunters Road  
Sylvania, Georgia 30467  
Cell Phone - 912-531-1453  
Telephone: 912-857-3288  
Equipment - Sokia GRS2 - GPS  
Topcon 303  
FINAL PLAT CLOSURE = 228504

**PROPERTY SURVEY  
FOR  
TRACY M. FLEMING**

**LOCATION LOT 68, GOSHEN HILL  
FARMS, 9TH G. M. D., EFFINGHAM  
COUNTY, GEORGIA**

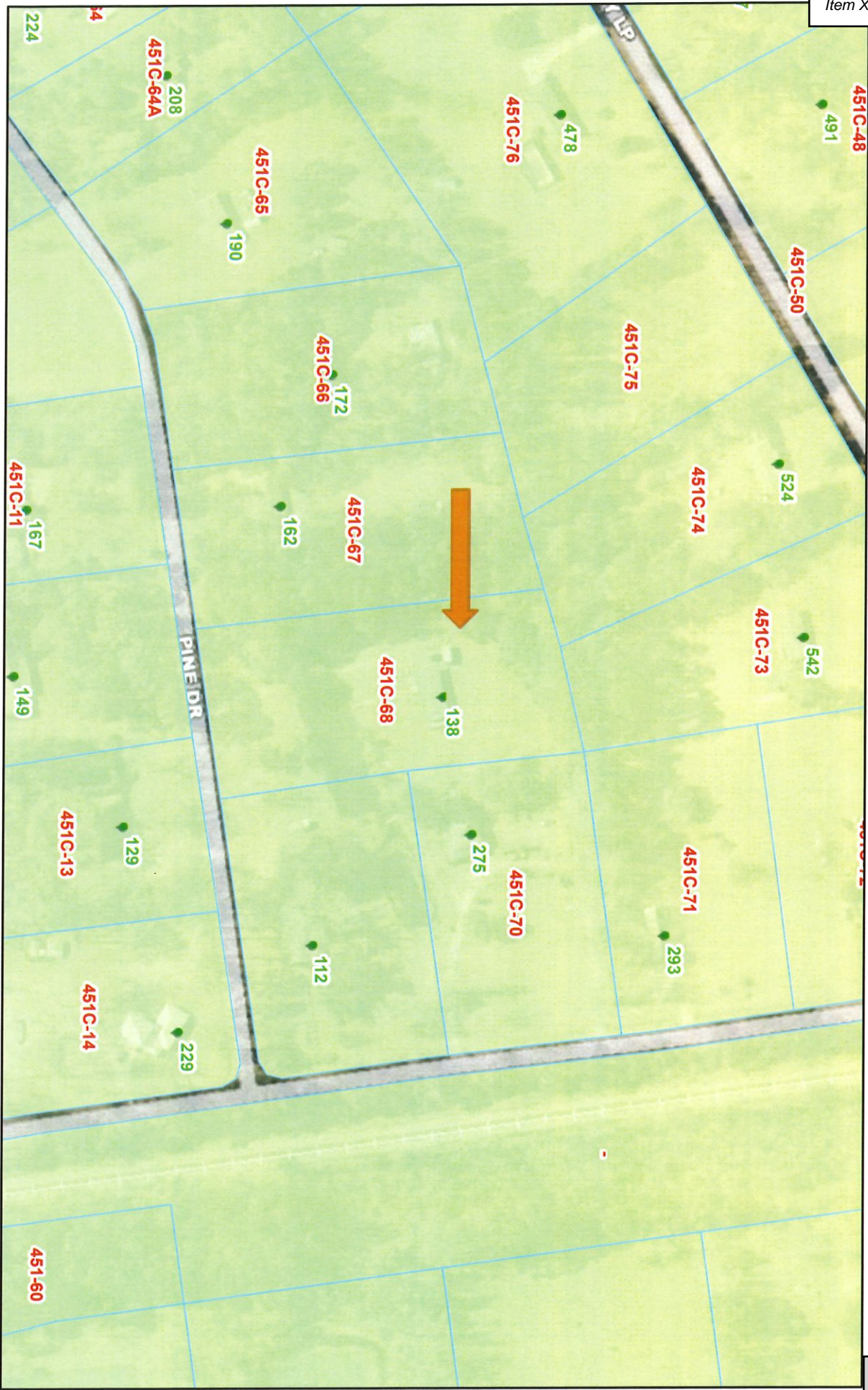
Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSMS regulations for a typical size residence of 3 or 4 bedrooms with basic 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: DARRELL ONEAL  
Title: \_\_\_\_\_

# 138 PINE DRIVE



138 PINE DRIVE



12/14/2021, 8:57:20 AM

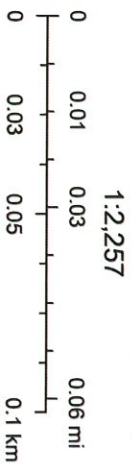
Address\_Points

Tax Parcel Labels Effingham County Zoning



Parcels2020

AR-1



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

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Tracy Fleming** requests a **variance** to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence at 138 Pine Drive, zoned **AR-1. Map# 451C Parcel# 68**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** to allow the use of a camper/RV as a temporary dwelling during the construction of a residence.

### 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.*

- A building permit application (# 202102330) has been approved.
- The mobile home on site is to be removed prior to construction. The new home will occupy the same location. Applicants wish to live on site during construction of their new home.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **variance** to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence at 138 Pine Drive, with the following conditions:
  - The camper may be occupied for up to twelve (12) months during construction.
  - Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.
- The motion was seconded by Michael Larson, and carried unanimously.

### Alternatives

**1. Approve** the request for a **variance** to allow the use of a camper/RV as a temporary dwelling during the construction of a residence.

- The camper may be occupied for up to twelve (12) months during construction.
- Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.

**2. Deny** the request for a variance to allow for the use of a camper/RV as a temporary dwelling during the construction of a residence.

**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.  
451C-68

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
451C-68

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, TRACY FLEMING has filed an application for a variance, to allow for the use of a camper/RV as a temporary dwelling during construction of a residence; map and parcel number 451C-68, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT a variance to allow for the use of a camper/RV as a temporary dwelling during construction of a residence; map and parcel number 451C-68, located in the 2<sup>nd</sup> commissioner district is approved, with the following conditions:

1. The camper may be occupied for up to twelve (12) months during construction.
2. Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.

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:** February 15, 2022  
**Item Description:** **Darren L. & Gina G. Pevey** request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 2544 Corinth Church Road. **Map# 336 Parcel# 23**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2** to allow for the creation of a home site, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to subdivide a 1.25-acre parcel for a home site for their son and, therefore, must rezone the parcel to AR-2.
- The proposed plat shows a 60' access easement to allow access to the new parcel.
- Section 6.2.12(1) limits the number of parcels served by an easement or private road to three.
- At the January 31 Planning Board meeting, Brad Smith made a motion to **approve** the request to rezone 1.25 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 the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2**, with conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 1.25 of 59.1 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: 12/13/21

Applicant/Agent: Darren L. & Gina G. Pevey

Applicant Email Address: peveygi1@windstream.net

Phone # (912) 856-1183 912-659-7970

Applicant Mailing Address: 429 Ralph Rahn Rd

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Same

*Include Signed & Notarized Authorization of Property Owner*

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

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: 2544 Corinth Church Rd., Clay

Proposed Road Access: 2544 Corinth Church Rd. with Access Easement from Sam Smart Road

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 03360023 Total Acres: 59.1 Acres to be Rezoned: 1.25

Lot Characteristics: Wooded lot

**WATER**

Private Well

Public Water System

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

**SEWER**

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: Deed Property for home site to our son

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

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

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

Agriculture - Pine trees (CUVA)

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

yes. County requirements for lot size are the only reason we need rezoning.

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

Home site for our son

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

Individual residences, agricultural

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Similar to surrounding properties

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: Erin Dan-Pey Date 12/13/21

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

December 28, 2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2650 page 109-111.

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 Dan Perry

Print Name Darren L. Perry

Owner's signature Gina G. Perry

Print Name Gina G. Perry

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

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

Sworn and subscribed before me this 13<sup>th</sup> day of December, 20 21.

Marie B. Graham  
Notary Public, State of Georgia

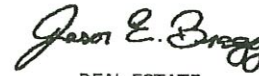


0477947489  
PARTICIPANT ID

RETURN TO: JERRY N. CADLE P.C.  
ATTORNEY AT LAW  
P.O. BOX 68  
SWAINSBORO, GA 30401

**BK:2650 PG:109-111  
D2020013720**

FILED IN OFFICE  
CLERK OF COURT  
12/29/2020 10:03 AM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA



REAL ESTATE  
TRANSFER TAX  
PAID: \$133.10

PT-61 051-2020-003804

**JOINT SURVIVORSHIP WARRANTY DEED**

**GEORGIA, EMANUEL COUNTY.**

THIS INDENTURE, Made and entered into this 28th day of December, 2020, between **PIEDMONT LAND & TIMBER, LLC, A Georgia Limited Liability Company** of the County of Treutlen and State of Georgia, of the First Part, and **DARREN LUDINE PEVEY AND GINA G. PEVEY** of the County of Effingham and State of Georgia, of the Second Part:

WITNESSETH: That the said Party of the First Part, for and in consideration of the sum of **ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$133,100.00)**, in hand paid, at and before the sealing and delivering 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 Parties of the Second Part 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, to-wit:

**All that tract or parcel of land lying, situate and being in the 12<sup>th</sup> G.M. District of Effingham County, Georgia, containing 59.60, acres, more or less, as shown on plat of survey made by L.B. Ackerman, Jr., Surveyor, dated February, 1921, which is recorded in the Office of Clerk, Effingham Superior Court in Plat Book F, page 319, to which reference is made as a**

part of this description. Said property is also shown on a plat of survey dated March 8, 1939 made by D.M. Weitman, Surveyor, which is recorded in the Office of Clerk, Effingham Superior Court in Deed Book 1521, page 35. Said property is bounded now or formerly as follows: North by lands of Peggy E. Bevill and lands of Earline B. Means and Maybelle B. Decordova; East by lands of Joseph E. Johnson, et al; South by lands of Carolyn M. Litchfield, Hope Litchfield, Tracy Allen, and Ronald Craig Miller; West by lands of Carolyn M. Litchfield, Hope Litchfield, Tracy Allen, and Ronald Craig Miller and lands of Robert W. Edwards, Jr.

Also, an Easement dated December 18, 2012 from Peggy E. Bevill to Piedmont Land & Timber, LLC, which is recorded in the Office of Clerk, Effingham Superior Court in Deed Book 2154, pages 274-275. Said Easement is shown on a Plat of Survey dated October 17, 2010, which is recorded in the Office of Clerk, Effingham Superior Court in Plat Cabinet D, slide 108-F2.

Said property is subject to a Georgia Power Right of Way Easement dated April 4, 1983 from Georgia Pacific Corporation to Georgia Power Company, which is recorded in the Office of Clerk, Effingham Superior Court in Deed Book 211, pages 36-38.

Said property is designated as The Tuttle Tract conveyed by a Limited Warranty Deed dated September 18, 2006 from Plum Creek Timberlands, LP to Piedmont Land & Timber, LLC, which is recorded in the Office of Clerk, Effingham Superior Court in Deed Book 1521, pages 6-12.

Said property is designated in 2020 by the Effingham County Tax Assessors as Map and Parcel #0336-0023.

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 any wise appertaining, to the only proper use, benefit and behoof of the said Parties of the Second Part, 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, executors, and assigns of said survivor, and the said Party of the First Part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said Parties of the Second Part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has set its hand and affixed its seal, and delivered these presents the day and year first above written.

PIEDMONT LAND & TIMBER, LLC

BY: Wayne F Christian LS  
WAYNE F CHRISTIAN, Manager

BY: Hugh M. Gillis, Jr. LS  
HUGH M. GILLIS, JR., Manager

Signed, Sealed, and Delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public





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

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

January 18, 2022

Effingham County Zoning Board  
 Springfield, GA 31329

Re: Rezoning Amendment  
 Darren & Gina Pevy  
 2544 Corinth Church Road, Clys 31303  
 Pin: ~~399-34~~ 336-23  
 Total Acres: 59.1 Acres to be rezoned: 1.25

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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





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

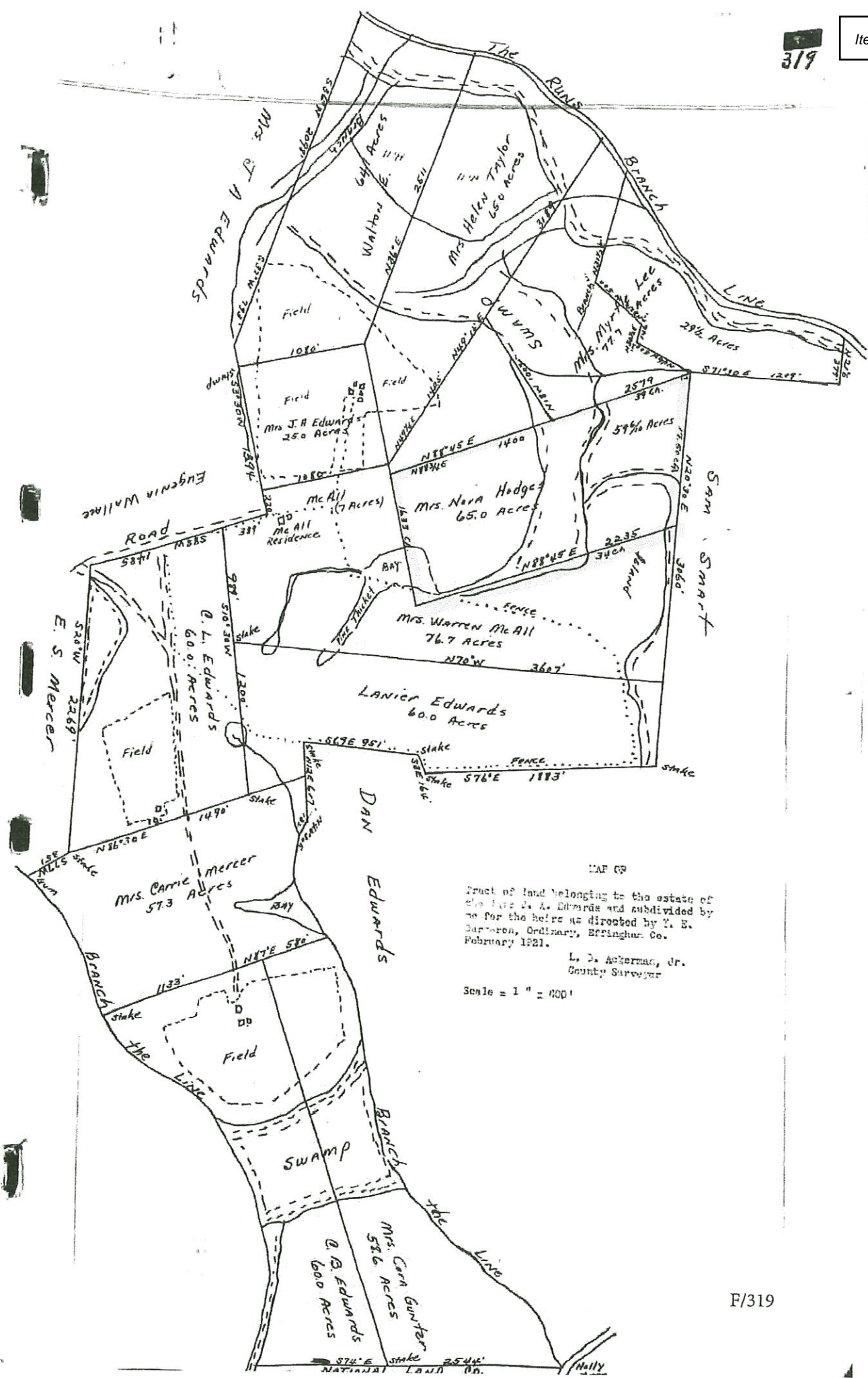
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



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

319



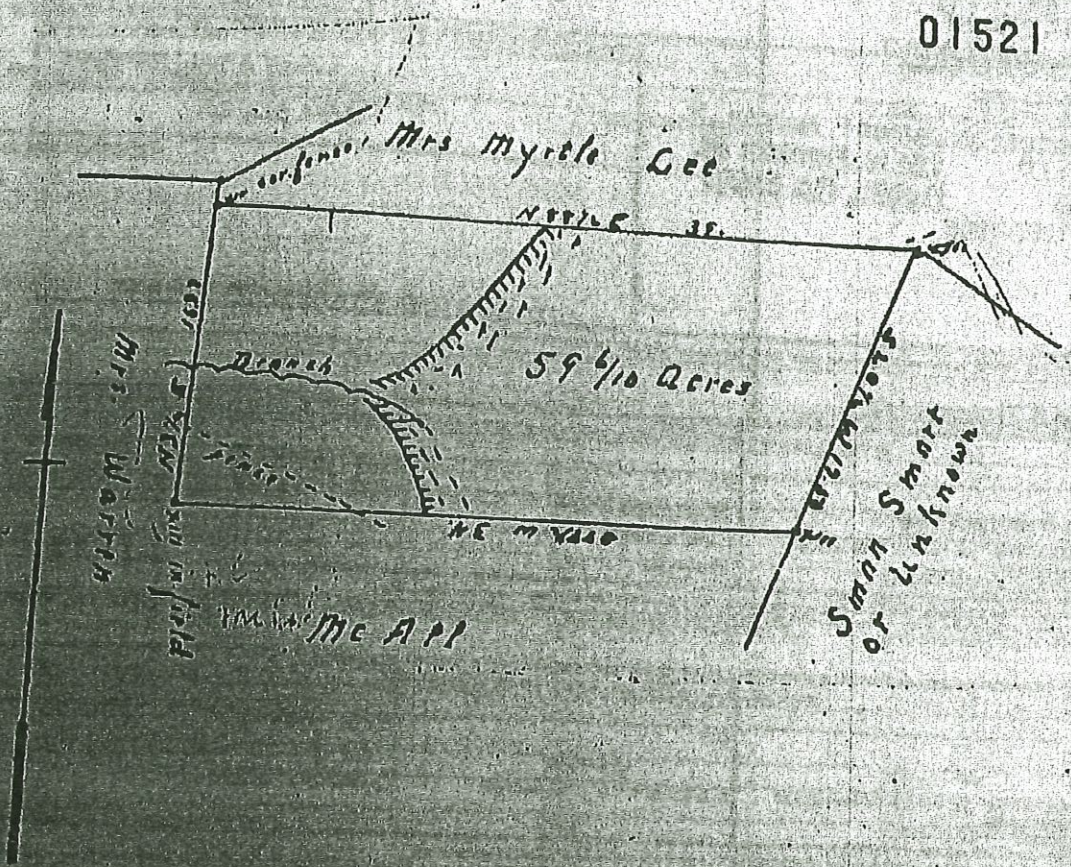
MAP OF  
 Tract of land belonging to the estate of  
 the late D. A. Edwards and subdivided by  
 me for the heirs as directed by T. E.  
 Sartore, Ordinar', Effingham Co.  
 February 1921.  
 L. D. Asherman, Jr.  
 County Surveyor  
 Scale = 1" = 100'

Deed Book 1521:55  
Book

Item XVI. 7.

EXHIBIT "A-1"

BOOK PAGE  
01521 0035



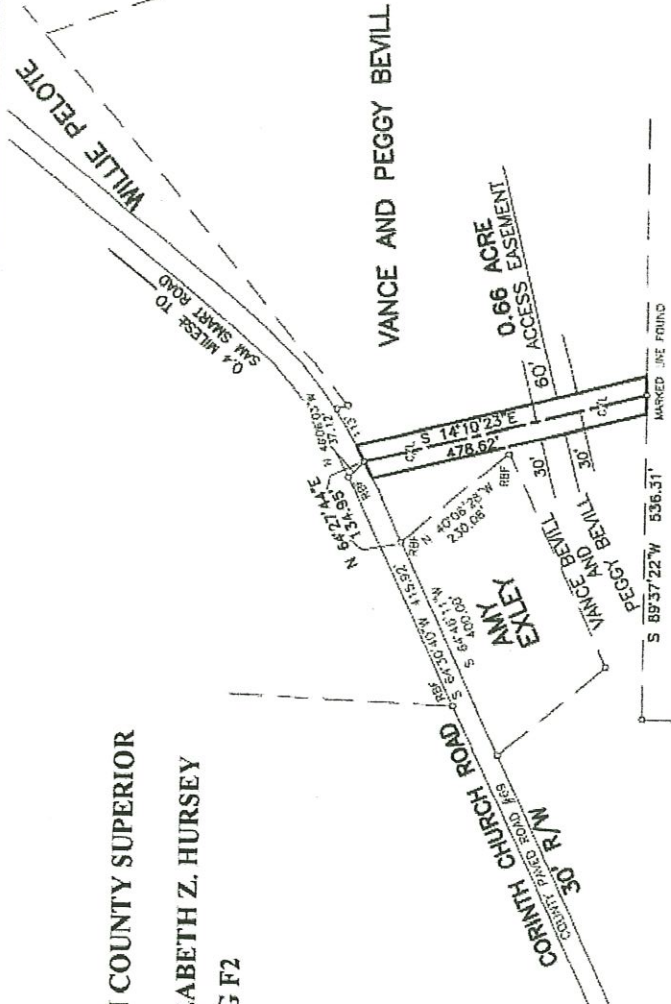
Vance Tuttle Tract

State of Ga.  
 Effingham Co. Plat of  
 Fifty nine and 1/10 acres of land known  
 as Mrs. Nora Hodge land. Resurveyed for  
 Thomas F. Archer. March 9<sup>th</sup> 1935  
 scale of 10 ch. per inch By D. M. Weitman Co. S  
 Rec. Book 7 page 315 Sur. Records of Eff. Co. 9a

Plot D108.F2

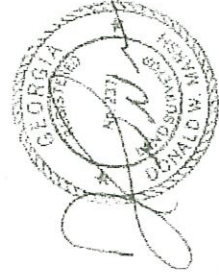
D108F2

FILED  
 02:47 PM  
 12/7/2012  
 EFFINGHAM COUNTY SUPERIOR  
 COURT  
 CLERK ELIZABETH Z. HURSEY  
 BK D108 PG F2



APPROVED FOR RECORDING BY THE  
 EFFINGHAM CO. ZONING ADMINISTRATOR

*[Signature]* 11-13-2012



PIEDMONT LAND AND TIMBER

SURVEY OF  
 A 60 FT. ACCESS EASEMENT  
 IN THE 12TH GMD OF EFFINGHAM COUNTY, GA.  
 SURVEY FOR  
 PIEDMONT LAND AND TIMBER L.L.C.



- REFERENCES:  
 PLAT BOOK 10, PAGE 231,  
 PLAT CABINET A, PAGE 327A,  
 PLAT RECORD F, PAGE 319,  
 PLAT RECORD G, PAGE 154,  
 PLAT RECORD C, PAGE 229,  
 PLAT BOOK 19, PAGE 30

LEGEND	
○ IWF	IRON BAR FOUND
○ IWP	IRON PIPE FOUND
○ IFS	IRON PIPE SET
○ RFB	REBAR FOUND
○ RBS	REBAR SET
○ CMF	CONCRETE MONUMENT FOUND
○ CMF	CONCRETE MONUMENT SET
○ IWS	IRON PIPE/WAY CMF
○ IWS	IRON PIPE/WAY SET
○ F	FENCE

E.O.C. FIELD = 1/NONE  
 E.O.C. PLAT = 1/NONE  
 ANG. E.O.C. = NONE  
 ADJ. METHOD - COMPASS RULE  
 EQUIP. USED: 05" TOTAL STATION  
 200' STEEL TAPE  
 DONALD W. MARSH & ASSOCIATES  
 9 SOUTH MULBERRY STREET  
 STATESBORO, GEORGIA 30458  
 (912) 764-2397

SURVEY DATE: OCTOBER 17, 2012  
 PLAT DATE: OCTOBER 17, 2012  
 SCALE: 1" = 200'  
 FILE NO. 1210006.DWG  
 FILE NO. 1210006.CRD

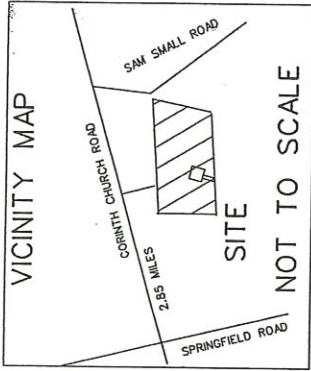
Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor or finds that this plat complies with the OSMS regulations for a typical site residence of one and one-half bedrooms with basic appurtenances. Each lot must be reviewed and approved by the local Health Department. The issuance of a site design permit is not required. Modifications or changes in site designation may void this approval.

Signing Authority: *[Signature]*  
 Title: *SM*  
 Date: *12/10/21*

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERRING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_



NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 0336 0023 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. PORTIONS OF THIS SURVEY TAKEN FROM PLAT BK F PG 319, AND NOT RESURVEYED AT THIS TIME.

### MINOR SUBDIVISION

03590007  
N/F  
EARLINE MOANS

03590005  
N/F  
JESSICA WHITE

PARCEL 1  
03360023  
DARREN & GINA PEVEY  
FORMERLY 59.10 ACRES  
NOW 57.85 ACRES

03569003  
N/F  
JOSEPH E JOHNSON

A FAMILY SUBDIVISION  
SURVEY FOR  
DARREN & GINA PEVEY

SURVEY TO DIVIDE A 1.25 ACRE  
PARCEL FROM A 59.10 ACRE TRACT  
MAP & PARCEL 03360023  
LOCATED IN THE 12TH. G.M.D.  
EFFINGHAM COUNTY, GEORGIA  
SURVEYED 16 OCT 2021  
PLAT-DRAWN 18 OCT 2021

DPEV.DGN OCT2021

SEE A PLAT BY DONALD W. MARSH & ASSO. OF PLAT 5000000A, DATED 17 OCT 2010, SHOWING A 60' ACCESS EASEMENT ACROSS THE LANDS OF PEGGY BEVILL

CENTER LINE OF EXISTING 60' ACCESS ESMNT  
S-10 31.09-E 470.64'

03360020  
N/F  
AMY EXLEY

03360019  
N/F  
PEGGY BEVILL

03360022  
ROBERT W EDWARDS JR  
736 SANDY RIDGE ROAD  
SYLVANIA, GEORGIA 30467  
PH. (912) 829 3972

LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" PROPERTY SET
- PL PROPERTY LINE
- CMF CONC MON FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION TOPCON 303
- ERROR OF CLOSURE ±24,000 PLAT NOT ADJUSTED

### SURVEYORS CERTIFICATION

(I) As required by subsection (a) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by appropriate local jurisdictions for recording as evidenced by the seal of the State of Georgia. The surveyor certifies that the survey was conducted in accordance with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the minimum technical standards for property surveys in Georgia are set forth in the rules and regulations of the Georgia Board of Surveyors and Land Surveyors and are set forth in O.C.G.A. Section 15-6-67.



*Adolph N. Michelis*  
 DATE: *10-26-21*

- REFERENCES:
- PB-F PAGE 319
  - PB-19 PAGE 150
  - PB-G PAGE 154

LINE	COURSE	DIST
L-1	N-71.20 W	203.80'
L-2	S-18.39 E	49-W 208.00'
L-3	S-71.20 E	150.00'
L-4	S-21.29 E	58-W 191.2'
L-5	S-88.31 E	23-E 66.0'
L-6	S-21.28 E	58-W 171.4'
L-7	S-71.20 E	100.00'
L-8	N-18.39 E	49-E 208.00'

SCALE: 1" = 400'

# 2544 CORINTH CHURCH ROAD



Item XVI. 7.

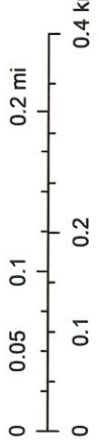
# 2544 CORINTH CHURCH ROAD



12/14/2021, 4:22:51 PM

Address\_Points  
Effingham County Zoning  
AR-2  
AR-1  
Parcels2020

1:9,028



543

Item XVI. 7.

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

Maxar | Esri., Inc., City of Naperville, Illinois | <https://www.fws.gov/wetlands/data/data-download.html> ArcGIS Web AppBuilder

**Staff Report**

**Subject:** Rezoning (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** January 31, 2022  
**Item Description:** **Herbert L. Johnson Jr. & Carolvita R. Johnson** as Agent for **Richdeaan Johnson** requests to **rezone** 4.37 acres from **AR-1** to **AR-2**, to allow for the creation of a home site. Located at 309 Lehigh Circle. **Map# 406A Parcel# 10**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.37 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel that is already under 5 acres to create an additional home site and, therefore, must rezone the total 4.37 acreage to AR-2.
- The parcel is located in an existing major subdivision, Lehigh Acres, 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,*
    - Several parcels are under 5-acres. 406A-2 was rezoned and subdivided in 2018.
  - *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.

**Alternatives**

1. **Approve** the request to **rezone** 4.37 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Revised major subdivision final plat must be approved by the Board of Commissioners, and recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.37 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1**Other Alternatives:** 2**Department Review:** Development Services**FUNDING:** N/A

**Attachments:** 1. Rezoning application  
 2. Ownership certificate

3. Deed  
 4. Aerial photograph



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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 **Darren L. & Gina G. Pevey – (Map # 336 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? DB
- 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 **Darren L. & Gina G. Pevey – (Map # 336 Parcel # 23)** from AR-1 to AR-2 zoning.

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

ML

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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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 **Darren L. & Gina G. Pevey – (Map # 336 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?

*DLS 1/31/22*

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 **Darren L. & Gina G. Pevey – (Map # 336 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?

AZ

**Staff Report**

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Darren L. & Gina G. Pevey** request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 2544 Corinth Church Road. **Map# 336 Parcel# 23**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2** to allow for the creation of a home site, with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to subdivide a 1.25-acre parcel for a home site for their son and, therefore, must rezone the parcel to AR-2.
- The proposed plat shows a 60' access easement to allow access to the new parcel.
- Section 6.2.12(1) limits the number of parcels served by an easement or private road to three.
- At the January 31 Planning Board meeting, Brad Smith made a motion to **approve** the request to rezone 1.25 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 the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

**Alternatives**

1. **Approve** request to **rezone** 1.25 of 59.1 acres from **AR-1** to **AR-2**, with conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 1.25 of 59.1 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.

336-23

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

336-23

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, DARREN L. & GINA G. PEVEY has filed an application to rezone one and twenty-five hundredths (1.25) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site located at 2544 Corinth Church Road; map and parcel number 336-23, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT one and twenty-five hundredths (1.25) +/- acres; map and parcel number 336-23, located in the 3<sup>rd</sup> 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 the Zoning Administrator, and be recorded before the rezoning can take effect.

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

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

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

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

## Staff Report

**Subject:** Rezoning (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Herbert L. Johnson Jr. & Carolvita R. Johnson** as Agent for **Richdeaan Johnson** requests to **rezone** 4.37 acres from **AR-1** to **AR-2**, to allow for the creation of a home site. Located at 309 Lehigh Circle. **Map# 406A Parcel# 10**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.37 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel that is already under 5 acres to create an additional home site and, therefore, must rezone the total 4.37 acreage to AR-2.
- The parcel is located in an existing major subdivision, Lehigh Acres, 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,*
    - Several parcels are under 5-acres. 406A-2 was rezoned and subdivided in 2018.
  - *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 January 31 Planning Board meeting, Brad Smith made a motion to **approve** the request to rezone 4.37 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Revised major subdivision final plat must be approved by the Board of Commissioners, and recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 4.37 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Revised major subdivision final plat must be approved by the Board of Commissioners, and recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.37 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Rezoning application  
2. Ownership certificate

**Other Alternatives:** 2

**FUNDING:** N/A

3. Deed  
4. Aerial photograph

**ATTACHMENT A - REZONING AMENDMENT APPLICATION**

Application Date: 12/3/2021

Applicant/Agent: Herbert L. Johnson & Carolvita R. Johnson

Applicant Email Address: missiontopreach1@gmail.com / Carolvita26@gmail.com

Phone # 215.606.8065 / 267.582.9905

Applicant Mailing Address: 309 Lehigh Cir

City: Clyo State: GA Zip Code: 31303

Property Owner, if different from above: ~~Richardson Johnson~~  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): NONE

Phone # 912.254.0855 (C)

Owner's Mailing Address: 309 Lehigh Cir

City: Clyo State: GA Zip Code: 31303

Property Location: In Lehigh Cir / Acres

Proposed Road Access: off Route 119

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 400A-10 Total Acres: 4.37 Acres to be Rezoned: 4.37

Lot Characteristics: LOT 10-A / LOT 10-B

**WATER**

Private Well  
 Public Water System

**SEWER**

Private Septic System  
 Public Sewer System

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

Justification for Rezoning Amendment: \_\_\_\_\_

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

North  South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_



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

Residence (Leave IN)

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.

Sub-Residence of Lot 108 1.25 Acres  
(sub-Division) creating a home site

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

Residence (Leave IN) Homes

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

It will be a live in residence il.  
when we will be able to build.

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:

Herbert Johnson Jr.  
Carol Johnson

Date

12/03/21

X Herbert Johnson  
X Richardson Johnson

**AUTHORIZATION OF PROPERTY OWNER**

I, Richdean Johnson, 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: Herbert L. Johnson Jr. Carolita R. Johnson

Applicant/Agent Address: 309 Lehigh Cir

City: Clyo State: GA Zip Code: 31303

Phone: 215-606-8065 Email: missionstopreach1@gmail.com  
267-582-9905 carolita26@gmail.com

Owner's signature Richdean Johnson 12-3-21

Print Name Richdean Johnson 12-3-21

Personally appeared before me Richdean Johnson  
HERBERT L. JOHNSON JR. KD (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 3rd day of December, 20 21.

K. Dunning  
Notary Public, State of Georgia



**ATTACHMENT B - OWNERSHIP CERTIFICATION**

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

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

9/4/1986, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 237 page 27.

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 Richardson Johnson 12-3-21

Print Name RICHARDSON JOHNSON 12-3-21

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

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

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

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

Sworn and subscribed before me this 3<sup>rd</sup> day of December, 20 21.

K. Dunning  
Notary Public, State of Georgia



STATE OF GEORGIA )  
 )  
COUNTY OF EFFINGHAM )

WARRANTY DEED

THIS INDENTURE, made this 9th day of December 1988, between **NATHAN H. LAMBRECHT** of the State of Florida, and **EDWARD H. LEE** of the County of Chatham, and State of Georgia, as Parties of the First Part, hereinafter called Grantors, and **RICHDEAEN JOHNSON** as Party of the Second Part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: Grantors, for and in consideration of the sum of Ten & no/100 (\$10.00) Dollars, and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as Lot Ten (10), Lehigh Acres Subdivision, said Lot 10, containing Four and thirty-seven hundredths (4.37) acres, more or less, being more particularly described on a plat by Warren E. Poythress, R.L.S. No. 1953, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 18, page 204, said plat being specifically incorporated herein as part of this description.

This being a portion of that property conveyed from Edward H. Wilson to Edward H. Lee as evidenced by that certain Warranty Deed dated September 4, 1986, recorded in Deed Book 237, page 27, aforesaid records.

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

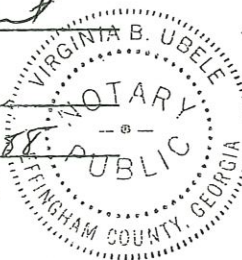
AND THE SAID Grantors will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have signed and sealed this Deed, the day and year above written.

Signed, sealed and delivered in the presence of:

*Susan M. Beant*  
WITNESS

*Virginia B. Uebel*  
NOTARY PUBLIC  
DATE NOTARIZED 12-9-88  
Notary Public, Georgia, State at Large  
My Commission Expires Dec. 27, 1988



*Edward H. Lee* (SEAL)  
EDWARD H. LEE

*Nathan H. Lambrecht* (SEAL)  
NATHAN H. LAMBRECHT, by and through his duly appointed Attorney-in-Fact,  
CLYDE *Coleman*  
Real Estate Transfer Tax

Paid \$ 16.90  
Date 12-13-88

*Elizabeth Z. Winesey*  
Clerk of Superior Court  
ACB



**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  
 Herbert & Carolvita Johnson  
 LeHigh Circle Clyo, GA 31303  
 Pin: 406A-10  
 Total Acres: 4.37 Acres to be rezoned: 1.25

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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



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

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

Sincerely,



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

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.

DATE: NOVEMBER 4, 2021  
 By: Warren E Poythress  
 Registered Land Surveyor No. 1953  
 Address: 991 Hunters Road  
 Sylvania, Georgia 30467  
 Cell Phone - 912-531-1453  
 Telephone: 912-857-3288  
 Equipment - Sokla GRS2 - GPS  
 Topcon 303  
 FINAL PLAT CLOSURE = 215315

Item XVI. 9.

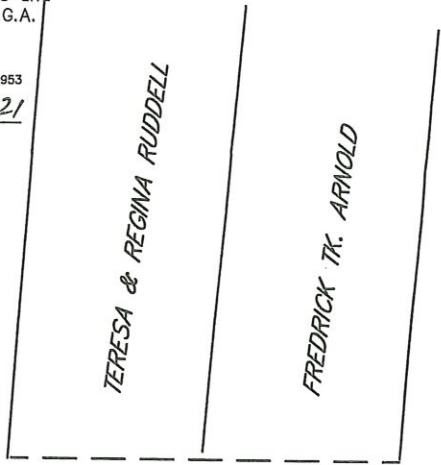
*Warren E Poythress*  
 WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953



APPROVAL EFFINGHAM COUNTY:

APPROVED FOR RECORDING BY  
 EFFINGHAM COUNTY ZONING  
 ADMINISTRATION.

ZONING ADMINISTRATOR DATE  
 TERESA CONCANNON  
 JOHN R. SIKES



GRID NORTH

BRAD AND CATHY JOHNSON

0.38 Miles to  
 State Highway 119

GARY M. RYAN

LEHIGH CIRCLE 60' R|W

LEHIGH CIRCLE 60' R|W  
 S 87°01'35"E 350.00'

LOT 10-A  
 3.12 ACRES

Conc.Mkr(F)

N 00°43'35"W 271.22'

N 46°07'19"E 83.43'  
 R=57.18'

SUE J. JOHNSON

S 03°01'54"W 355.00'

S 03°01'54"W 449.81'

LOT 10-B  
 1.25 ACRES

N 00°43'35"W 158.78'

S 83°34'25"E 389.90'

5/8"Rebar(S)

5/8"Rebar(S)

N 40°12'15"W 39.47'

N 74°49'19"W 46.63'

Conc.Mkr(F) disturbed

Conc.Mkr(F) disturbed

Conc.Mkr(F)

WALTON B. TOOTLE AND  
 LOUISE TOOTLE

N 79°41'38"W 125.01'

S 12°45'52"W 81.58'

Conc.Mkr(F)

SUBDIVISION SURVEY  
 FOR

LOT 10-A RICHDEAEN JOHNSON  
 AND HERBERT L. JOHNSON, SR.  
 LOT 10-B HERBERT L. JOHNSON, JR.  
 AND CAROLVITA R. JOHNSON

60' R|W

WAYNE  
 TOMINSON

LOCATION: LOT 10, LEHIGH ACRES  
 SUBDIVISION, 11TH G. M. D.,  
 EFFINGHAM COUNTY, GEORGIA



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.

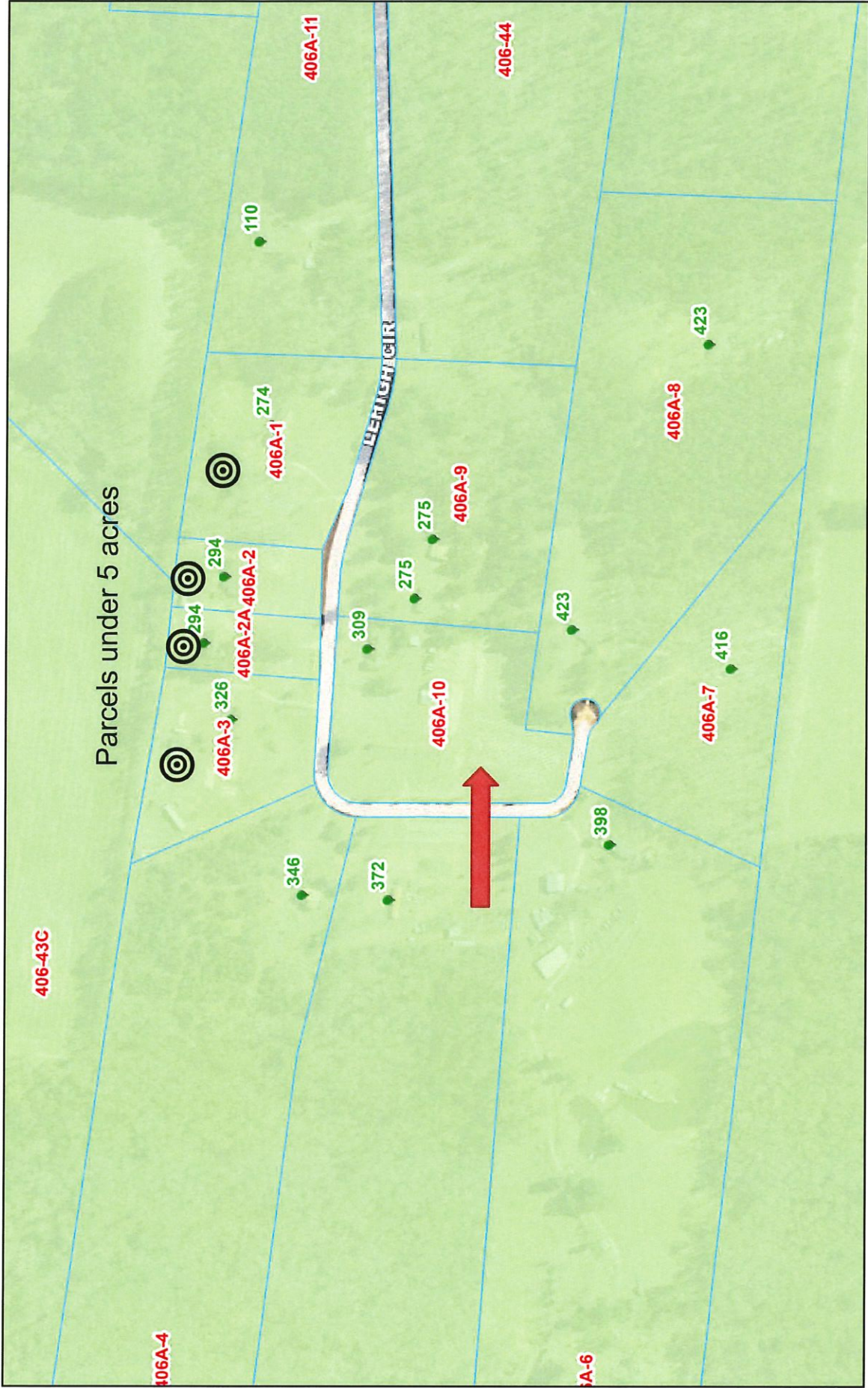
*Darrell Oneal*  
 Signing Authority DARRELL ONEAL  
*ECM*  
 Title

# 309 LEHIGH CIRCLE



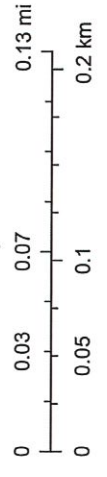


# 309 LEHIGH CIRCLE



12/6/2021, 11:18:04 AM

1:4,514



Address\_Points

Tax Parcel Labels

Effingham County Zoning

Parcels2020

AR-1

Item XVI. 9.

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:

DB

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Herbert L. & Carolvita R. Johnson** as Agents for **Richdean Johnson – (Map # 406A Parcel # 10)** from AR-1 to AR-2 zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Herbert L. & Carolvita R. Johnson** as Agents for **Richdean Johnson – (Map # 406A Parcel # 10)** 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?

ML

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 **Herbert L. & Carolvita R. Johnson** as Agents for **Richdean Johnson – (Map # 406A Parcel # 10)** 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 1/31/22

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 **Herbert L. & Carolvita R. Johnson** as Agents for **Richdean Johnson – (Map # 406A Parcel # 10)** from AR-1 to AR-2 zoning.

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

AZ

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Herbert L. Johnson Jr. & Carolvita R. Johnson** as Agent for **Richdeaan Johnson** requests to **rezone** 4.37 acres from **AR-1** to **AR-2**, to allow for the creation of a home site. Located at 309 Lehigh Circle. **Map# 406A Parcel# 10**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.37 acres from **AR-1** to **AR-2**, to allow for the creation of a home site, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a parcel that is already under 5 acres to create an additional home site and, therefore, must rezone the total 4.37 acreage to AR-2.
- The parcel is located in an existing major subdivision, Lehigh Acres, 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,*
    - Several parcels are under 5-acres. 406A-2 was rezoned and subdivided in 2018.
  - *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 January 31 Planning Board meeting, Brad Smith made a motion to **approve** the request to rezone 4.37 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Revised major subdivision final plat must be approved by the Board of Commissioners, and recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 4.37 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Revised major subdivision final plat must be approved by the Board of Commissioners, and recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.37 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.  
406A-10

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
406A-10

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, HERBERT L. JOHNSON JR. & CAROLVITA R. JOHNSON AS AGENT FOR RICHDEAEN JOHNSON has filed an application to rezone four and thirty-seven hundredths (4.37) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site located at 309 Lehigh Circle; map and parcel number 406A-10, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT four and thirty-seven hundredths (4.37) +/- acres; map and parcel number 406A-10, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2 with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Revised major subdivision final plat must be approved by the Board of Commissioners, and 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 (Fourth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Justin Gunther** requests a **conditional use** for a **rural business**: “Gunther’s Spot”, a small-scale, home-based, dog boarding business. Located at 124 Saddlehorn Drive, zoned **AR-2**. **Map# 369B Parcel# 46**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **rural business**: “Gunther’s Spot”, a small-scale, home based dog boarding 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 dog boarding business, as presented by the applicant, is compatible with the surrounding residential area.
  - Structure – the business will operate out of the existing dwelling, there will not be a kenneling facility.
  - Public Road Frontage – the property has frontage on Saddlehorn Drive.
  - Acreage (3 minimum) – the property is 3.04 acres.
- The applicant states that operation will be limited to up to 5 dogs staying within the residence. The dogs will be supervised outside, in the backyard and on wooded trails, for leisure and toileting.
- Part of the applicant’s business model is pet transportation – customers will rarely come to the site, the applicant will pick up and drop off dog “guests”.
- While the property and scope of business meet all criteria for a rural business, Staff notes that the parcel is in a residential area and the main focus of the business (the house) is in close proximity to neighboring dwellings.
- At the January 31 Planning Board meeting, Brad Smith made a motion to **deny** the request for a **conditional use** for a **rural business** to operate “Gunther’s Spot”, a small-scale, home based dog boarding business.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **1. Approve the conditional use for a rural business:** Gunther’s Spot”, a small-scale, home-based dog boarding business, with the following conditions:
  1. The applicant must obtain a kenneling license from the GA Department of Agriculture.
  2. The business operations shall meet the requirements of Section 3.15B Rural Business and Section II, Chapter 10 – Animals,
  3. The applicant must obtain and maintain an annual Occupational Tax Certificate.
2. **Deny the conditional use for a rural business:** Gunther’s Spot”, a small-scale, home based dog boarding 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: 12/13/21

Applicant/Agent: Justin Gunther

Applicant Email Address: jsnewbox@live.com

Phone # 315 561 0290

Applicant Mailing Address: 124 Saddlehorn dr.

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: 124 Saddlehorn dr.

Present Zoning of Property AR-2 Tax Map-Parcel # 369B-46 Total Acres 3.04

**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: Proposed business exceeds scope of home occupation type business license.

How does request meet criteria of Section 7.1.6 (see Attachment C): Meets criteria for frontage/acreage. No adverse effect to surrounding area.

Applicant Signature: Justin Gunther Date 12/13/21

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 8/27/2018, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2485 page 212.

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 *Justin J. Gunther*

Print Name Justin J. Gunther

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

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

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

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

Sworn and subscribed before me this 13<sup>th</sup> day of December, 20 21.

*K. Dunnigan*  
Notary Public, State of Georgia



DOC# 007582  
FILED IN OFFICE  
8/29/2018 12:17 PM  
BK:2485 PG:212-212  
ELIZABETH Z. HURSEY  
CLERK OF SUPERIOR COURT  
EFFINGHAM COUNTY  
REAL ESTATE TRANSFER TAX  
PAID: \$99.90  
FT-61 051-2018-002288

Return Recorded Document to:  
The Newberry Law Firm, PC  
129 N. Laurel Street  
Post Office Box 790  
Springfield, Georgia 31329

LIMITED  
WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

FILE #: 2018-204A

THIS INDENTURE made this 27<sup>th</sup> day of August, 2018, between FNT Investments, LLC, as party of the first part, hereinunder called Grantor, and Justin J. Gunther and Jocelyn A. Olson, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

All that certain lot, tract or parcel of land situate, lying and being in the 10<sup>th</sup> G.M. District, Effingham County, Georgia, being known as Lot 46, Saddlehorn Subdivision, as shown and more particularly described on that certain map or plan made by Warren E. Poythress, R.L.S. #1953, dated June 19, 2000, recorded in Plat Cabinet B, Slide 132-D, in the records of the Clerk of the 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.

Also conveyed herewith is that certain 2001 Schultz Mobile Home permanently affixed to the land by that Certificate of Permanent Location recorded in Deed Book 1597, Page 103-104, Effingham County Records.

This being the same property conveyed by Warranty Deed from Mildred Joyce Bell to FNT Investments, LLC, dated September 7, 2016, recorded in Deed Book 2366, Page 783, aforesaid records.

This Deed is given subject to all easements and restrictions of record.

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

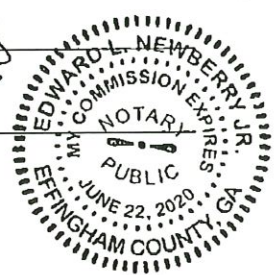
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered this 27<sup>th</sup> day of August, 2018, in the presence of:

*Amy R. Hughes*  
Witness

*[Signature]*  
Notary Public



FNT Investments, LLC  
*[Signature]* (SEAL)  
By: Jason T. Franklin, Manager

Effingham County Commissioners, and whomever it may concern:

Thinking about all of the opportunities passed up and vacations not taken, simply because we did not want to put our beloved furkids in an uncomfortable situation, gave me the idea of starting a "glorified kennel," if you will.

To offer people the option of leaving their dogs at another home where they will be more comfortable; well, I know having that option would put my mind at ease during a trip.

My wife and I moved to Effingham county just over three years ago. After spending two years in Chatham county, we decided that we wanted to live in a more relaxed, rural area with a bit of land to call our own.

Always being nature and animal enthusiasts, finding the property on Saddlehorn that was bordered by a forest sold us! Since moving here we have taken great steps to ensure the safety of our animals and the preservation of the forest, and the wildlife in it.

Looking at all the work we have done, we see a great opportunity to offer a "doggie retreat!" Basically, we want to offer a home away from home for the dogs, with a couple perks! Instead of being kenneled and/or put in crates for a period of time, the dogs will be free to run the home and yard as if it was their own.

In addition to having free range, leash led walks on the trails through the forest on the property will be an option.

Before I go into much more detail, I'd like to mention that this is limited to well-behaved, sociable dogs that have to pass a "meet and greet" before staying. Also, proof of vaccinations and preventatives is required.

There would never be more than five client's dogs staying overnight, and no more than seven for a day-stay

We want the experience to be safe, comfortable and easily controlled. Equally important is not to disturb the neighbors, cleanliness, or peace of the area.

We would love to take in every animal that we could but we will only cater to a few good dogs and responsible owners at a time.

The process, condensed.

Verified client's will enter the property by pulling into the driveway. We will know they are here because of appointments, motion sensors, and cameras. The client will exit their vehicle with the dog(s) and proceed to the front porch where they will be greeted. If it is a return client, the dog(s) will be taken inside the home into the front "welcome room" that is gated off from the rest of the house. This will give the dog(s) on both sides time to adjust to each other.

This is especially important for first-time visitors as it will allow plenty of adjustment space for everybody.

When, and if, the dog(s) are comfortable then the partition will be opened so the dogs can mingle. If all is well they will be allowed outside into the yard for supervised recreational time. If any dogs have trouble getting along, they will be kept separate until they can safely do so.

Features

We have put up over 600ft. of secure, privacy fence around the back yard that borders the forest. The yard is sectioned into 3 different areas for comfort, control and safety. The fence blocks sight from the road and/or public.

The fence includes 6 gates to different parts of the yard for better control and access.

The house has been sectioned off to separate the animals, as well.

Ample frontage and off-street parking to accommodate the limited number of customers.

Installed security system with cameras to monitor the property at all times.

The property is kept clean and sanitized with Microban and Odoban. All waste is disposed of properly.

We want a clean, safe, enjoyable, and unobtrusive experience for everybody at The Dog House.

We are not motivated by greed but rather by happiness.

Sincerely,

Justin Gunther and Jocelyn Olson

I Sherry Musk does not need Justin  
 Gunther to have a Boarding Kennel in a  
 Subdivision.

My dad Ronald Musk is very sick. He  
 has cancer and is on Chemo. We have a lot  
 of kids that live in the area. We are  
 afraid them dogs will get close and  
 attack one of the kids or one of  
 use. We are also not wanting to  
 hear barking all night.

My dad also has blood clots. I  
 am sick as well. I have a lot of  
 health problems and cancer.

Thank you,

Sherry Musk

# "GUNTHER'S SPOT"



Item XVI. 11.

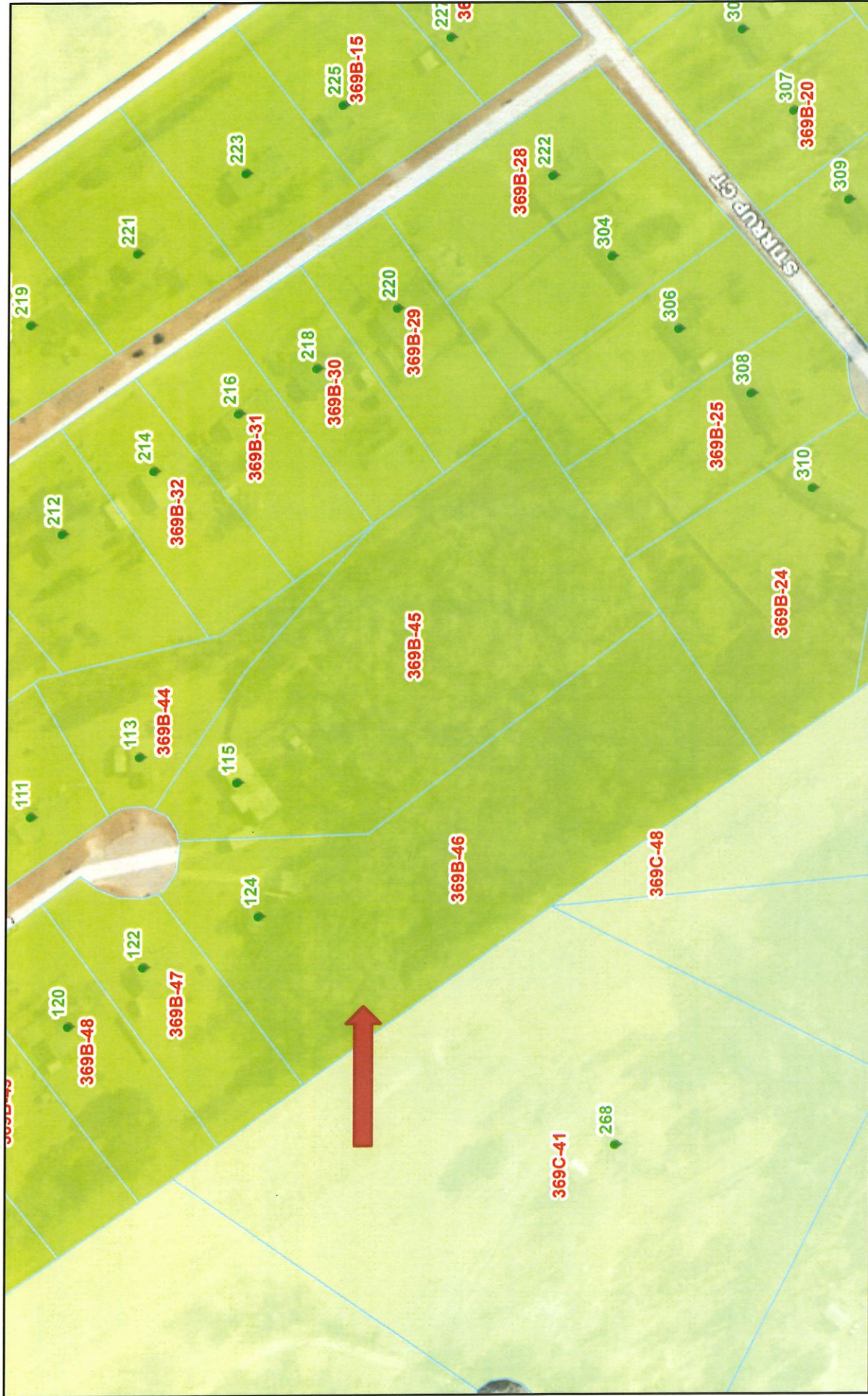
# 124 SADDLEHORN DRIVE



Item XVI. 11.



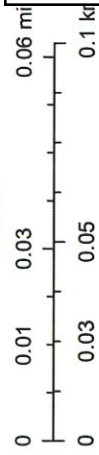
# 124 SADDLEHORN DRIVE



12/14/2021, 7:55:10 AM

- Address\_Points
- Parcels2020
- AR-2
- Effingham County Zoning
- AR-1

1:2,257



Item XVI. 11.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Justin Gunther** requests a **conditional use** for a **rural business**: “Gunther’s Spot”, a small-scale, home-based, dog boarding business. Located at 124 Saddlehorn Drive, zoned **AR-2**. **Map# 369B Parcel# 46**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **rural business**: “Gunther’s Spot”, a small-scale, home based dog boarding 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 dog boarding business, as presented by the applicant, is compatible with the surrounding residential area.
  - Structure – the business will operate out of the existing dwelling, there will not be a kenneling facility.
  - Public Road Frontage – the property has frontage on Saddlehorn Drive.
  - Acreage (3 minimum) – the property is 3.04 acres.
- The applicant states that operation will be limited to up to 5 dogs staying within the residence. The dogs will be supervised outside, in the backyard and on wooded trails, for leisure and toileting.
- Part of the applicant’s business model is pet transportation – customers will rarely come to the site, the applicant will pick up and drop off dog “guests”.
- While the property and scope of business meet all criteria for a rural business, Staff notes that the parcel is in a residential area and the main focus of the business (the house) is in close proximity to neighboring dwellings.
- At the January 31 Planning Board meeting, Brad Smith made a motion to **deny** the request for a **conditional use** for a **rural business** to operate “Gunther’s Spot”, a small-scale, home based dog boarding business.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **1. Approve the conditional use for a rural business:** Gunther’s Spot”, a small-scale, home-based dog boarding business, with the following conditions:
  1. The applicant must obtain a kenneling license from the GA Department of Agriculture.
  2. The business operations shall meet the requirements of Section 3.15B Rural Business and Section II, Chapter 10 – Animals,
  3. The applicant must obtain and maintain an annual Occupational Tax Certificate.
2. **Deny the conditional use for a rural business:** Gunther’s Spot”, a small-scale, home based dog boarding 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.

369B-46

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

369B-46

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, JUSTIN GUNTHER has filed an application for a conditional use for a **rural business**: “Gunther’s Spot,” a small-scale, home-based, dog boarding business; map and parcel number 369B-46, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use for a **rural business**: “Gunther’s Spot,” a small-scale, home-based, dog boarding business; map and parcel number 369B-46, located in the 4<sup>th</sup> commissioner district, is approved, with the following conditions:

1. The applicant must obtain a kenneling license from the GA Department of Agriculture.
2. The business operations shall meet the requirements of Section 3.15B Rural Business and Section II, Chapter 10 – Animals,
3. The applicant must obtain and maintain an annual Occupational Tax Certificate.

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 (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Verizon Wireless** as Agent for **Kimberly J. Barnes, Charles K. Barnes, & Mary J. Barnes** requests a **conditional use** for a telecommunications tower. Located on 9 acres at 117 Barnes Drive, off Old Augusta Road, zoned **AR-1. Map# 462 Parcel # 75**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a telecommunications tower, with conditions.

### Executive Summary/Background

- Pursuant to sections 5.1.2.11 (AR-1) and 14-133(2) Telecommunications Regulations, monopole towers are permitted in AR-1 as a conditional use, in accordance with the provisions of Article VII - Planning Board (sec. 7.1.6).
- Section 7.1.6 provides the following factors for consideration:
  - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*  
The proposed tower site is on a 9-acre parcel, set back at least 120' from other structures, and from Old Augusta Road. The site will be accessed via Barnes Road, which is a private road.
  - *Physical and environmental effects;*  
The tower site is north and west of industrial-zoned land, and meets all federal requirements.
  - *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.
- The applicant's objectives are to provide reliable voice and broadband data coverage in this section of the county. There are no known antenna structures within a two-mile radius. The proposed tower site can support additional providers, and will be located 120' from property lines, as required by section 14-134 Development Standards.
- The nearest towers are over 2 miles to the north, on Hwy 275/Ebenezer Rd.
- Local governments and agencies will be offered free space on the tower at locations that are not commercially viable, e.g., 120' or lower.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a conditional use 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.
- The motion was seconded by Brad Smith, 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: \_\_\_\_\_

Applicant/Agent: Harold Timmons of TEP on behalf of Verizon Wireless

Applicant Email Address: hktimmons@tepgroup.net

Phone # 336-210-9684

Applicant Mailing Address: 10700 Sikes Place, Suite 360

City: Charlotte State: NC Zip Code: 28277

Property Owner, if different from above: Kimberly J. Barnes, Charles, K. Barnes, Mary J. Barnes  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): thehoggs01@hotmail.com

Phone # 912-695-6479

Owner's Mailing Address: 117 Barnes Drive

City: Rincon State: GA Zip Code: 31326

Property Location: Near 117 Barnes Drive, with frontage along the west line of Old Augusta Road

Present Zoning of Property AR1 Tax Map-Parcel # 04620075 Total Acres 9

**CONDITIONAL USE REQUESTED:**

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0

\_\_\_\_ **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): Part II, Chapter 14, Section 14-133(b) Conditional Uses

Reason: Verizon Wireless is requesting the approval of a wireless communication facility that includes a communication tower and ground related equipment/facilities to provide communications service to the community.

How does request meet criteria of Section 7.1.6 (see Attachment C): The information requested for an application to be considered has been provided in separate materials to give support to the request for the new communications tower facility. Our request is for approval of a conditional use for a new communication tower facility that meets the requirements of the zoning ordinance as they pertain to such requests.

Applicant Signature: Harold Timmons Date November 18, 2021

*Kbo*

**EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED**

SEE ATTACHED

**THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:**

A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCIBLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.

OWNERSHIP CERTIFICATE

FILING FEE - \$200.00

IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN *Harold Timmons* DATE November 18, 2021

**\*\*Please include a copy of the plat identifying existing structures and imply future structures\*\***

\*\*\*\*\*

**OFFICIAL USE ONLY**

DATE RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_

DATE APPROVED BY COUNTY COMMISSIONERS \_\_\_\_\_

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date January 1, 2009, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1817 page 80.

Owner's signature Charles K. Barnes

Owner's signature Mary J. Barnes (if applicable)

Owner's signature Kindy J. Barnes (if applicable)

\*\*\*\*\*

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of ~~an~~ KB conditional use, ~~of~~ KB of my property.

Name of Applicant/Agent: Harold Timmons, RES, Tower Eng. Professionals, Inc.

Address: 10700 Sikes Place, Suite 360, Charlotte, NC 28277

Telephone #: 336-210-9684 email: hktimmons@tepgroup.net

Personally appeared before me \_\_\_\_\_ who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary: Nancy Elaine Horton Seal

Date: 10/5/2021



CHARLOTTE OFFICE  
10700 SIKES PLACE, SUITE 360  
CHARLOTTE, NC 28277  
980.202.5596  
WWW.TEPGROUP.NET

November 18, 2021

County of Effingham  
Attn: Ms. Teresa Concannon  
Planning & Zoning Manager  
Planning and Engineering Division  
804 S. Laurel Street  
Springfield, Georgia 31329

### Transmittal Letter

Dear Ms. Concannon:

Enclosed are the documents required for the submittal of an application for a 195 foot tall monopole communication tower and related ground equipment on property currently under the ownership of Charles K., Mary J. and Kimberly J. Barnes. The property is physically located at 117 Barnes Drive, Rincon, GA. The parcel number is 04620075 in Effingham County. Included in this submittal are the following documents:

- Completed Application
- Submittal Fee of \$200.00
- Adjacent Property Owner Information
- Collocation Exhaustion
- Shared Use Statement
- FAA Airspace Statement
- Verizon Tower Inventory
- Tower Structural Information
- Landscaping Waiver Request
- Airport/Farmland Inventory
- RF Information
- Site Construction Plans

Verizon Wireless is a major telecommunication company serving telecommunication needs nationwide. Verizon Wireless currently provides service in the County and has determined that providing improved service to the community is a priority and thus the request before you. Verizon Wireless also understands that constructing towers that can be collocated upon by the optimum number of providers is important to local communities. Should this tower be approved, Verizon Wireless will allow both public and private entities the opportunity to locate their communications equipment on this structure. *In addition, Verizon Wireless agrees to provide evidence of tower compliance every 12 months as stated in the Effingham County zoning ordinance regarding communication tower development.*

The proposed tower will be designed to withstand wind speeds and forces as required by State and local building regulations as well as those standards defined by the American National





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Standards Association (ANSA) specifications. Regardless, Verizon Wireless carries extensive liability insurance and agrees as part of our leases to assume responsibility for damages or injuries resulting from our operations. As a part of all Verizon Wireless owned towers, FCC licensed users of the structure will file for certifications required by the Federal Communications Commission (FCC) that attest to the fact that the proposed communication facility complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER).

All Verizon Wireless constructed towers are designed by the manufacturer to be protected from strikes by lightning. Two important factors combine to protect our facility from lightning. First, the tower will be grounded using rods and cables that will be buried within the fenced compound. Second, the tower itself will provide a "cone of protection," a 45-degree circular arc from the top of the tower to the ground, which will protect all structures within that area from lightning strikes. Should the tower receive a lightning strike, the electrical surge would be directed into the ground and dissipated immediately.

Like all electrical devices, cellular telephone antennas produce electromagnetic fields (EMF's). EMF's are invisible lines of force that surround all electrical current. These fields are routinely found throughout nature and are even produced by chemical interactions within the human body. We are constantly being exposed to a variety of such fields from natural and manmade sources. Telecommunications facilities are designed to function using very low powered transmission facilities. Our radio frequency (RF) contribution to the environment is insignificant compared to the higher-powered AM and FM radio and television stations. It is very important to note that the transmission power levels of wireless communication antennas are typically in the 10 to 100 watts range, while a television tower emits up to 5 million watts and a commercial radio station tower operates at up to 100,000 watts of power. Many local government police and fire department communication facilities produce up to 500 watts of power.

The effect of wireless (cellular/digital/pcs) radio frequencies on AM and FM signals, and TV transmissions is considered negligible by the industry's regulatory agencies. There are too many frequencies separating the various wireless service providers to cause any adverse effects.

The Telecommunications Act of 1996 recognizes the importance of ensuring the integrity of wireless communication networks that provide nationwide communication services. Nevertheless, our client understands the concerns regarding health and safety and recognizes their responsibility to address those concerns. Consequently, this antenna facility site will comply with FCC regulations governing the safety of RF emissions.

The nature and number of benefits associated with wireless communications are great and growing daily, as more and more citizens become users. There are over 16 million cellular phone users in the United States today. The vast majority of the persons responding to industry surveys cite increased safety and security as their primary reason for having a cellular telephone. Such surveys have shown that many people use their phone to report car trouble, medical emergencies, crimes in progress or the presence of drunken drivers on our public roads. It has been reported that 550,000 calls a month were made nationally to the 911 emergency systems from cellular phones. As people expand their non-working activities into the later evening hours, cellular



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phones will play an important role in providing personal safety and security.

The availability and use of cellular telephones are a major personal convenience, and significantly enhances one's quality of life. As the national and worldwide antenna systems are installed and the user base increases exponentially, unit costs associated with their use will decrease. This will result in even greater numbers of user and higher monthly usage, improving the quality of life for

many people. It is reported by service providers that call volume from cellular telephones has grown to equal and at times exceeds those of landline phones across the country between the hours of 4:00 p.m. and 5:00 p.m., Monday through Friday.

During recent hurricanes and other natural disasters, cellular communications have been found to be the only means of communication generally available for extended periods of time. As a result, many cities and counties have defined the cellular telephone industry as an "essential use" in their Zoning Codes. Cellular communication provides an extremely important community service to emergency groups, such as police, fire, ambulance, and hospitals. The quick response by a cellular user to an accident or other mishap has saved lives. Increased competition in the cellular industry will result in better service, lower costs to the public and the continued growth in the number of cellular telephone users across the nation.

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

Harold K. Timmons  
Site Acquisition Specialist  
Tower Engineering Professionals  
hktimmons@tepgroup.net

*Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.*

*The terms and conditions set forth herein are not an offer and neither party is legally bound until a final document, which is subject to review by our client's counsel and management, has been executed by and delivered to all parties.*



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November 18, 2021

County of Effingham  
Attn: Ms. Teresa Concannon  
Planning & Zoning Manager  
Planning and Engineering Division  
804 S. Laurel Street  
Springfield, Georgia 31329

### Adjacent Owner Information

Dear Ms. Concannon:

See the attached information regarding adjacent property owners and their mailing addresses.

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

*Harold Timmons*

Harold K. Timmons  
Site Acquisition Specialist  
Tower Engineering Professionals  
hktimmons@tepgroup.net

*Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.*

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Parcel Number	Owner Name	Address
04620074	Julie Ann Pratka & Mary J. and Charles Barnes	143 Barnes Drive, Rincon, GA 31326
04610073	Deborah Lyn Laudermilk	400 Old Augusta Road, Rincon, GA 31326
04610001	Shelly Clifton	403 Old Augusta Road, Rincon, GA 31326
04610074	Effingham County Industrial Authority	777 Old Augusta Road, P.O. Box 263, Rincon, GA 31326
04620076	Georgia Pacific, LLC, Georgia Pacific Consumer, Attn. Property Tax	PO Box 105681, Atlanta, GA 30348
04620077	Georgia Pacific, LLC, Georgia Pacific Consumer, Attn. Property Tax	PO Box 105681, Atlanta, GA 30348

August 5, 2021

Effingham County, GA  
Attn: Department of Planning and Engineering  
904 N. Pine Street  
Springfield, GA 31329

**Re: Verizon Wireless Conditional Use Permit Application – Effingham County, Ga - Request for approval to construct a new Wireless Communications Facility To Be Located On Parcel ID# 04620075 – Intent to Permit Collocation**

To whom it may concern:

Verizon Wireless understands and agrees to observe the requirement for collocation as stated in Section 14-135, Shared Use/Collocation, of the Effingham County Code of Ordinances, Article 5. Verizon agrees, with this statement, to allow the use of additional space on the tower approved by the Effingham County government by other interested parties, where feasible, and subject to reasonable terms and conditions of a mutually agreed upon agreement.

We appreciate your time and attention to this matter.

Sincerely,

Verizon Wireless

By: 

Name: Rachid Grib

RF Engineer - Verizon Wireless





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980.202.5596  
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November 18, 2021

County of Effingham  
Attn: Ms. Teresa Concannon  
Planning & Zoning Manager  
Planning and Engineering Division  
804 S. Laurel Street  
Springfield, Georgia 31329

### Request for Relief from Landscaping Requirements

In accordance with the application filing requirements for Communication Towers, below please find information related to the requirement to provide ...” **An inventory of public and private airstrips and farmland, including tower site distance from such properties and facilities”.**

Below are the airports or airstrips that were identified in or near Effingham County. The distance from the proposed tower site is provided. A map and statement regarding farmland are also provided.

#### Airports/Airstrips

Swadds Field – 940 Mock Road, Springfield, GA – 5.96 miles north  
Hodges Airpark – Savannah, GA – 23.5 miles south  
Savannah International Airport – 14 miles south  
Briar Patch Airstrip – 547 Green Morgan School Road, Clio, GA – 11 miles north

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

*Harold Timmons*

Harold K. Timmons  
Site Acquisition Specialist  
Tower Engineering Professionals  
hktimmons@tepgroup.net

*Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations to our client's management for final approval.*

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---

# Fort Howard Proposed Coverage Improvement Cell Site

## Zoning Presentation Effingham, GA

**Rachid Grib, Sr. RF Engineer**

**Jun 22<sup>nd</sup>, 2021**



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.



---

## Coverage objectives

The proposed telecommunications facility projected to be located on Old August Road is strategically located to enable Verizon Wireless to provide reliable voice and broadband data coverage to the surrounding area north of the City of Rincon. The proposed facility will greatly improve wireless service to the nearby residences and roads shown in the service area slide.

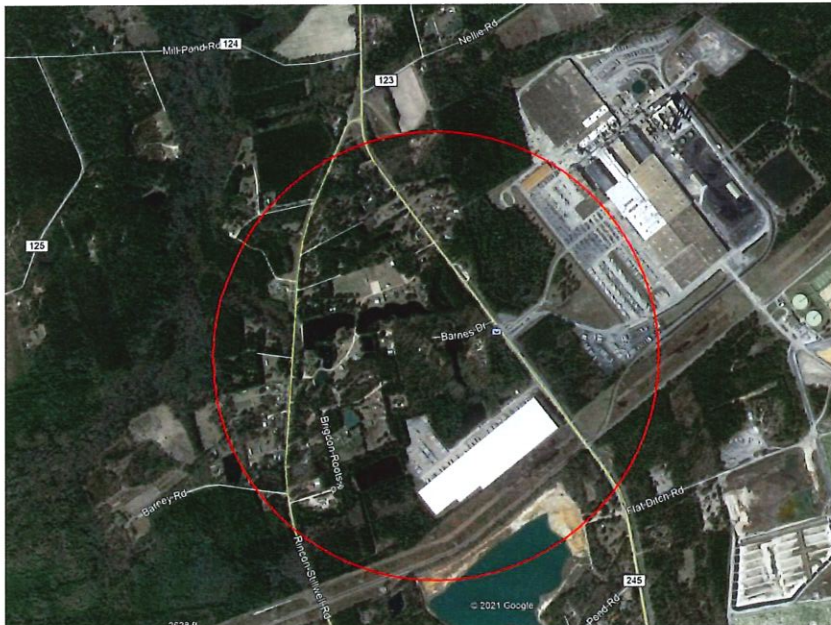
The search area for this new site was approximately one mile in diameter, in order to improve dropped calls and data connections on Old Augusta Road, Rincon Stillwell Rd and nearby residences and businesses. Verizon Wireless made every attempt to utilize existing structures to meet the network design goals. There were no known or planned antenna structures within the search. In addition Verizon Wireless made every attempts to optimize the existing assets to improve the area of concern before considering this site:

- Low band tilts of all surrounding sites are at minimum setting
- Power of surrounding sites is at maximum capability



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## Search Area



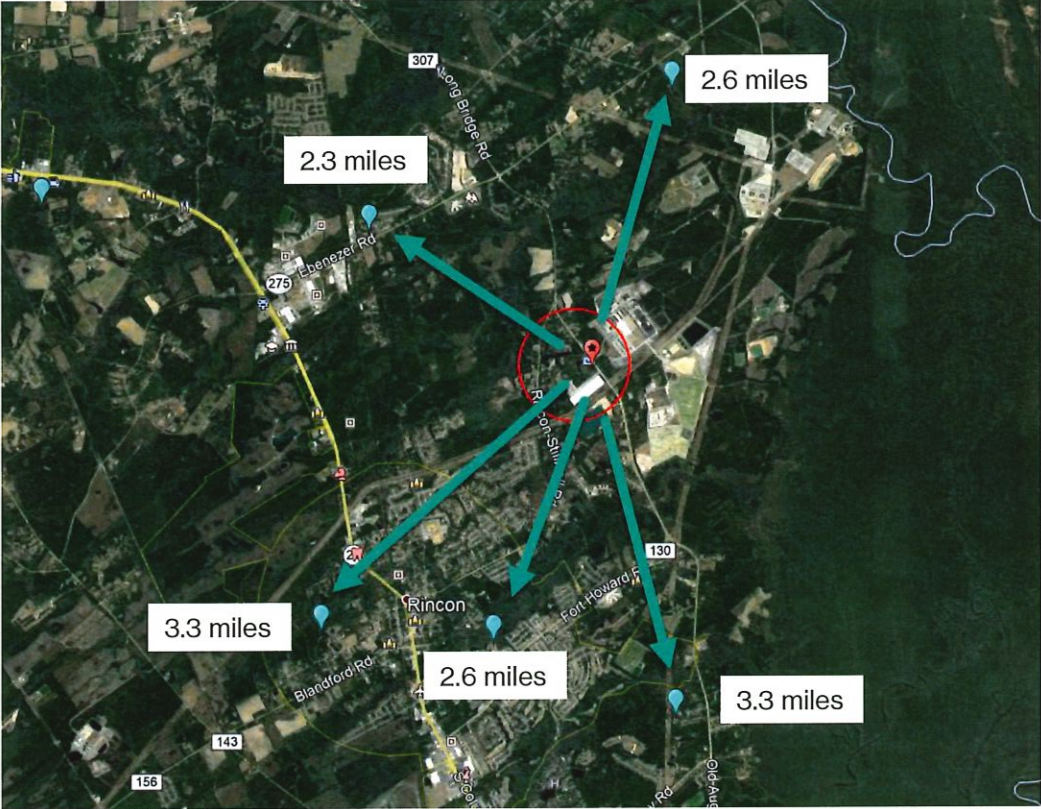
- Spectrum & FCC Call Signs
  - Upper 700 MHz C-BAND [WQJQ690]
  - Cellular A-BAND [KNKA579]
  - Cellular B-BAND [KNKA581]
  - PCS B5-BAND [WQLI788]
  - AWS B1-BAND [WQGA923]
  - AWS B2-BAND [WQGA923]
  - AWS F1-BAND [WQGA716]
  - AWS F2-BAND [WQGA716]
  - AWS-3 H-BAND [WQXW413]
  - AWS-3 I-BAND [WQVN935]

Search Area as shown to the left in red



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# Existing equipment



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Legend  
Site

Item XVI. 13.

245

2000 ft

Site

Barnes Rd

Flat Ditch Rd

Brigdon-Roots-Rd

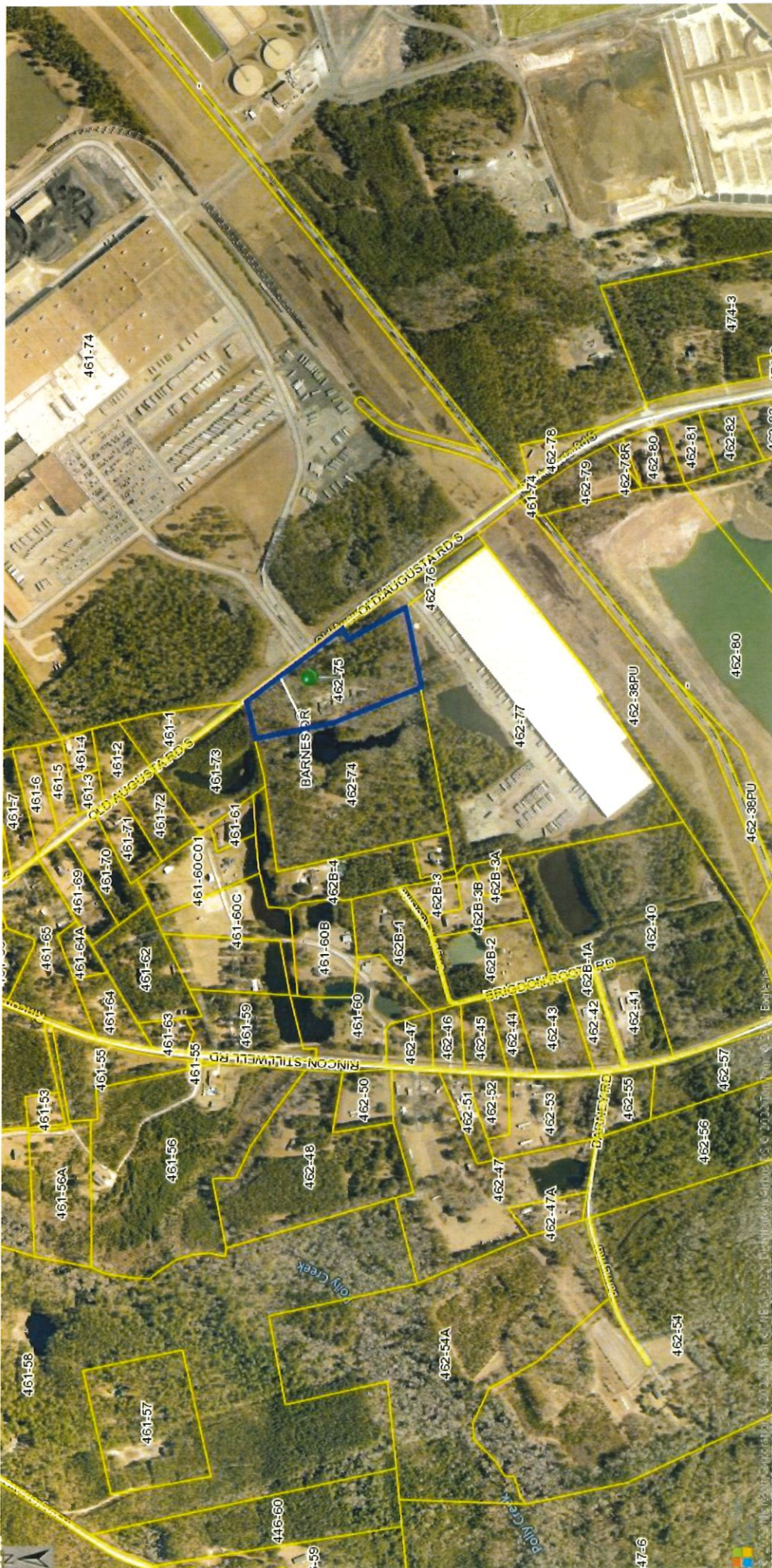
Rincon-Stillwell-Rd

Fort Howard  
Local Site Map

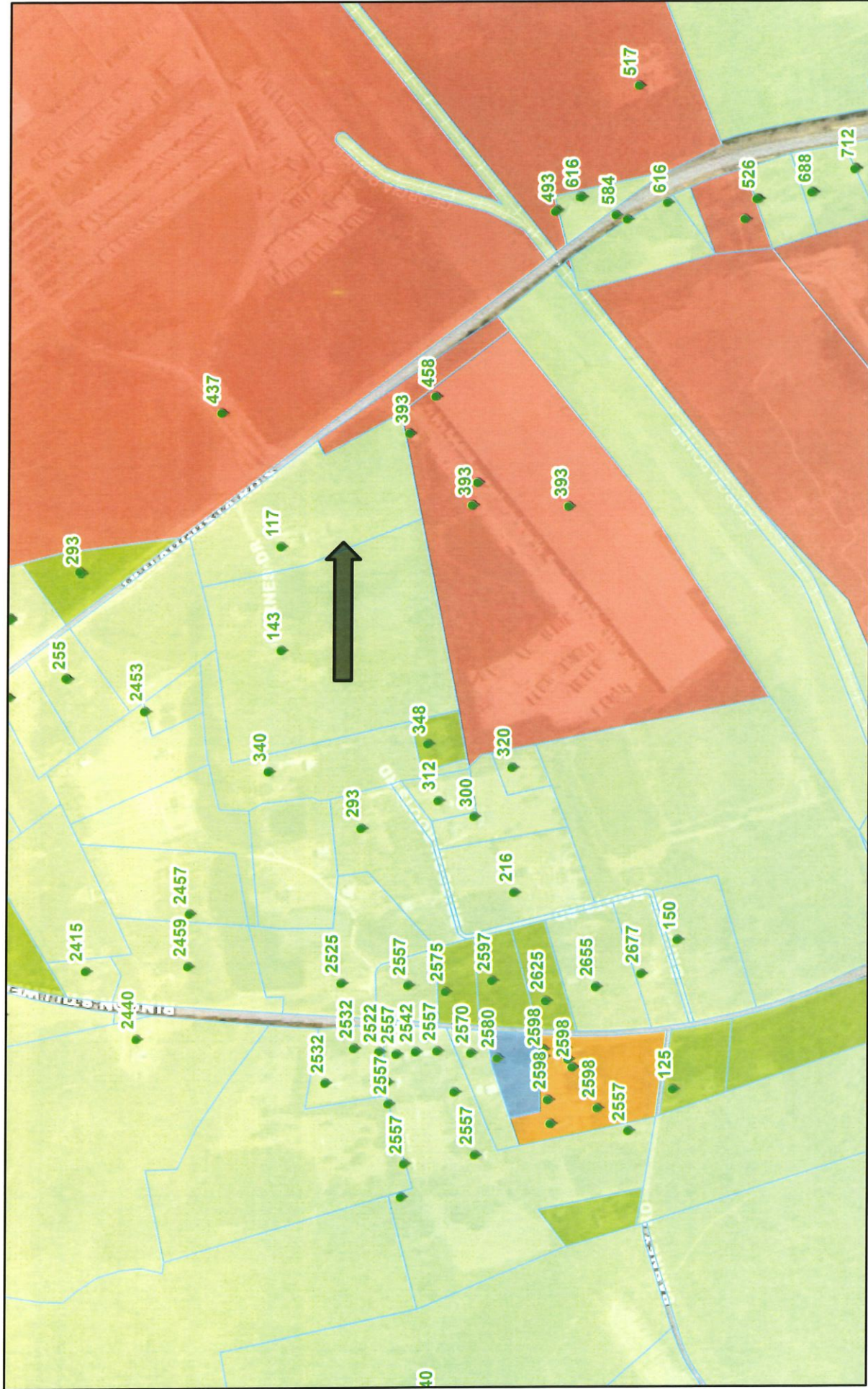
Google Earth

596

© 2021 Google



# 117 BARNES DRIVE



12/14/2021, 3:33:49 PM

1:9,028

- Address\_Points
- Parcels2020
- AR-1
- AR-2
- R-1
- R-4
- I-1

Item XVI. 13.

598

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Verizon Wireless as Agent for Kimberly J. Barnes, Charles K. Barnes, & Mary J. Barnes requests a **conditional use** for a telecommunications tower. Located on 9 acres at 117 Barnes Drive, off Old Augusta Road, zoned **AR-1. Map# 462 Parcel # 75**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a telecommunications tower, with conditions.

### Executive Summary/Background

- Pursuant to sections 5.1.2.11 (AR-1) and 14-133(2) Telecommunications Regulations, monopole towers are permitted in AR-1 as a conditional use, in accordance with the provisions of Article VII - Planning Board (sec. 7.1.6).
- Section 7.1.6 provides the following factors for consideration:
  - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*  
The proposed tower site is on a 9-acre parcel, set back at least 120' from other structures, and from Old Augusta Road. The site will be accessed via Barnes Road, which is a private road.
  - *Physical and environmental effects;*  
The tower site is north and west of industrial-zoned land, and meets all federal requirements.
  - *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.
- The applicant's objectives are to provide reliable voice and broadband data coverage in this section of the county. There are no known antenna structures within a two-mile radius. The proposed tower site can support additional providers, and will be located 120' from property lines, as required by section 14-134 Development Standards.
- The nearest towers are over 2 miles to the north, on Hwy 275/Ebenezer Rd.
- Local governments and agencies will be offered free space on the tower at locations that are not commercially viable, e.g., 120' or lower.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a conditional use 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.
- The motion was seconded by Brad Smith, 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.  
462-75

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
462-75

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, VERIZON WIRELESS AS AGENT FOR KIMBERLY J. BARNES, CHARLES K. BARNES, & MARY J. BARNES has filed an application for a conditional use for a **telecommunication tower**; map and parcel number 462-75, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use for a **telecommunication tower**; map and parcel number 462-75, located in the 5<sup>th</sup> 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:** Rezoning (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Warren Ratchford** as Agent for **Donnie R. Bazemore** requests to **rezone** 1.61 acres from **R-1** to **B-3** to allow for an automotive sales lot. Located at 5947 Highway 21 S. **Map# 465J Parcel# 1C**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 1.61 acres from **R-1** to **B-3** to allow for an automotive sales lot.

### 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. B-3 permits intensive commercial uses, and requires a 30' buffer against adjacent residential parcels.
- The request to rezone this parcel to B-3 for an automotive sales lot was denied by the Board of Commissioners on May 19, 2020, based on an understanding of commercial development in the area as "office professional".
- The residential parcel is part of the Goshen Terrace subdivision, and has driveway access to Lewis Dr. Driveway access to Hwy 21 would require a GDOT permit.
- The future land use map shows commercial development along that portion of the Hwy 21 corridor, except for Goshen Terrace, which is shown as Residential.
- Rezoning to B-3 would introduce intensive uses into a residential subdivision. B-3 permits auto sales, service, and storage.
- There is no direct access to Lewis Drive from the southbound lanes of Hwy 21. Customers may end up turning left onto Chimney Road, and then onto Azalea, and through the subdivision.
- B-3 zoned property to the southeast is not currently developed.
- At the January 31 Planning Board meeting, Brad Smith made a motion to **deny** the request to **rezone** 1.61 acres from **R-1** to **B-3** to allow for an automotive sales lot.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 1.61 acres from **R-1** to **B-3**.
2. **Deny** the request to **rezone** 1.61 acres from **R-1** to **B-3**.

**Recommended Alternative: 2**

**Other Alternatives: 1**

**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: 12.13.2021

Applicant/Agent: Donnie R. Bazemore, Applicant by Warren E. Ratchford, Agent

Applicant Email Address: wratchford@werlaw.com

Phone # 912-754-7800

Applicant Mailing Address: 1575 Ga Hwy 21 S

City: Springfield State: Georgia Zip Code: 33129

Property Owner, if different from above: Donnie R. Bazemore

*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): donniebazemore@yahoo.com

Phone # 912-857-3392

Owner's Mailing Address: 1705 Foxhunters Road

City: Sylvania State: Ga Zip Code: 30467

Property Location: 5947 Highway 21 South, Rincon, Georgia 31326

Proposed Road Access: Lewis Drive and Highway 21 South

Present Zoning of Property: R-1 - Residential Proposed Zoning: B-3 - Highway Commercial District

Tax Map-Parcel # 0465J001C00 Total Acres: 1.61 Acres to be Rezoned: 1.61

Lot Characteristics: Property is located on Ga #21, South of Rincon

**WATER**

Private Well

Public Water System

**SEWER**

Private Septic System *(existing)*

Public Sewer System

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

Justification for Rezoning Amendment: The master plan for Effingham County evidences the long term goal to establish the frontage on GA Hwy 21 as commercial property.

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

North R-1 South B-2 East R-1 West Commercial - (Service Station and Restaurant)

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

Majority vacant property with a small residence to be used as an office.

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

Although the property can be used for residential purposes, such use is not economically advantageous

in light of area reduction of rent for residential purposes.

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

As a car sales lot. Owner/petitioner is a long time business owner in Effingham County and desires

to move to property he owns.

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

Residential - older subdivision of large lots

North - undeveloped wetlands bordering industrial and across GA Hwy 21 with Commercial development

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 rezoning of the property will bring the property in line with the Master Plan for Effingham County. The type of business use proposed will increase tax collections within Effingham County and improve the value of the property. Properties on both sides of GA hwy 21 are now commercial and this proposed use in keeping with the long term determination of County planning that GA Hwy 21 corridor is to become commercial.

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

Applicant does not see any specific detriment to the neighboring property owners. As all such lots are large and as all factors pertaining to noise or other type complaints are minimally impacted by this use, such factors already being present as such neighboring properties presently exist. Applicant is willing to address additional concerns of neighboring property owners. However, applicant is expending a considerable sum to erect fences, buffered areas, and repaving of Lewis Drive in hoping to minimize any concerns of neighboring property owners.

Applicant Signature:

*Sharon Ruff*  
as attorney for Donnie R.  
Bozeman

Date 12.13.2021

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date February 14, 2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2574 page 499.

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 , as attorney for Donnie R. Bazemore

Print Name Donnie R. Bazemore

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

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

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

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

Sworn and subscribed before me this 13<sup>th</sup> day of December, 2021.



Notary Public, State of Georgia



**AUTHORIZATION OF PROPERTY OWNER**

I, Donnie R. Bazemore, 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: Warren E. Ratchford

Applicant/Agent Address: 1575 Ga Hwy 21 S

City: Springfield State: Ga Zip Code: 31329 Phone: 912-754-7800

Email: wratchford@werlaw.com

Owner's signature *Warren Ratchford*, as attorney for Donnie R. Bazemore

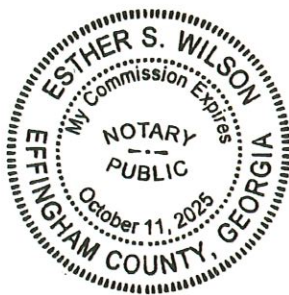
Print Name Donnie R. Bazemore

Personally appeared before me \_\_\_\_\_ (Owner print)

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

Sworn and subscribed before me this 13<sup>th</sup> day of December, 2021.

*Esther S. Wilson*  
Notary Public, State of Georgia



8849504050  
PARTICIPANT ID

BK:2574 PG:499-499  
D2020001538

FILED IN OFFICE  
CLERK OF COURT  
02/18/2020 03:54 PM  
ELIZABETH Z. HURSEY, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Elizabeth Z. Hursey*

REAL ESTATE  
TRANSFER TAX  
PAID: \$105.00

PT-61 051-2020-000446

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 14th day of February, 2020, between ARNOLD H. BAZEMORE and CAROLYN P. BAZEMORE of the FIRST PART, and DONNIE R. BAZEMORE of the SECOND PART,

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

ALL that certain lot, tract or parcel of land situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, known and designated as Lots One (1), Two (2), Three (3) and Four (4), Section "C", Goshen Terrace Subdivision, that are shown and more particularly described by the plat of survey made by Lester Ackerman, Surveyor, dated April 28, 1962, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 2, Page 179, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Warranty Deed from Willis R. Shanks and Patricia Ann Shanks to Raymon L. Pitts and Shirley M. Pitts dated April 26, 1991 and recorded in said Clerk's Office in Deed Book 293, Page 211.

SUBJECT, to Easements to Savannah Electric and Power Company recorded in Deed Book 102, Page 64, Deed Book 120, Page 434, and Deed Book 132, Page 263.

SUBJECT, ALSO, to restrictive covenants recorded in Deed Book 133, page 411.

This being the same property conveyed by Survivorship Deed from Raymond L. Pitts to Arnold H. Bazemore and Carolyn P. Bazemore dated August 14, 2019 and recorded in said Clerk's Office in Deed Book 2540, Page 308.

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

IN WITNESS WHEREOF, FIRST PARTIES have hereunto set their hands and affixed their seals and delivered these presents, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

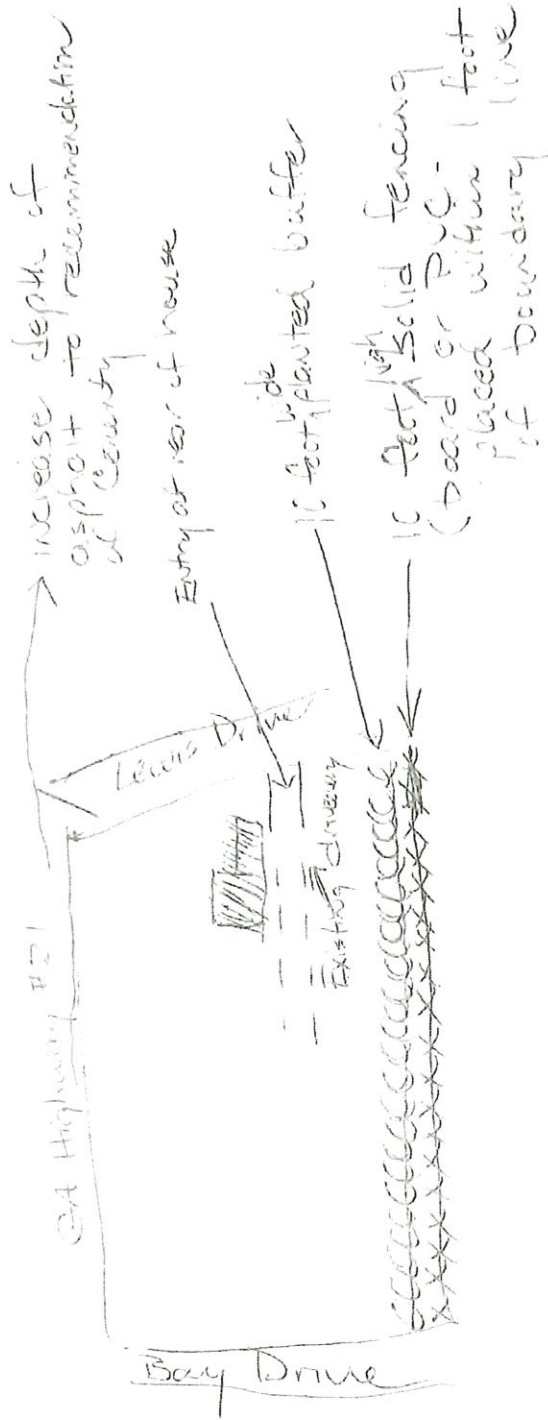
*Arnold H. Bazemore* (SEAL)  
ARNOLD H. BAZEMORE

*Carolyn P. Bazemore* (SEAL)  
CAROLYN P. BAZEMORE

*Wynndsey P. Burns*  
Unofficial Witness

*Belinda M. Pollett*  
Official Witness - Notary Public  
lp





- 1) Permeable type fencing set all necessary areas.
- 2) Downlighting to extent possible to reduce impact.
- 3) All signage located within 30 feet of #21 right of way.

May 4, 2020  
Planning Board  
meeting minutes

May 19, 2020  
Board of Commissioners  
meeting minutes



“MINUTES OF THE EFFINGHAM COUNTY PLANNING BOARD – May 4, 2020”

**Donnie Bazemore - PUBLIC HEARING (14):** The applicant requests to rezone 1.6 acres from **R-1** to **B-3** for **[Map# 465J Parcel# 1C]** located at 5947 Hwy 21 S to allow for an auto sales lot. **(Fifth District)**.

Mrs. Diane Proudfoot, Zoning Administrator read the Facts and Findings, and Staff Recommendations:

**Facts and Findings:**

**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 B-3 zoning designation is for Highway Commercial Districts typically permitted in areas**

along state highways, interstates or major street corridors. This property has road frontage along Hwy 21 and automotive sales is a permitted use in B-3. The properties on the west of Hwy 21 are zoned B-2 and B-3. The adjoining properties to the east and north are R-1, therefore the development plan would need to meet the buffer requirements as well as all other development requirements. There is a turning lane from Hwy 21 onto Lewis Drive which is the used access to the property. There is a curb cut onto the property from Hwy 21 but it is not currently being used. A proposed sketch layout is attached. The buffer requirements for B-3 are 30' buffer along the R-1 district and 15' along the commercial district, the sketch included by the applicant did not indicate any buffers.

**Staff Recommendation: Approval with the following stipulations:**

- 1. Must meet the requirements of the B-3 Zoning District.**
- 2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Storm Water Management Local Design Manual.**
- 3. All wetland impacts shall be permitted by the USACE.**

Mr. Warren Poythress was present to speak on behalf of Mr. Donnie Bazemore. Mr. Poythress stated that the property was surrounded by other businesses, to include boat sale, storage, and repair. Mr. Poythress said that the property is a perfect location.

Mrs. Rebekah Lawson was present to speak against the rezoning. Mrs. Lawson recalled that one of the stipulations for a previous commercial rezoning in the area was that the business would be as such that it had limited hours and traffic, she stated the nearby residents had been apprehensive that a commercial property would be "the first chip" in turning the neighborhood in to a commercial district, but had felt reassured by the stipulations. Mrs. Lawson said there was a feeling of shock regarding the current proposed rezoning because it seems to contradict earlier assurances given to residents.

Mrs. Lawson stated she understood the boating business, but that business did not adjoin any residential properties. She went on to say that while she understood the need for progress, she did not feel an auto sales lot brought anything new or improved Rincon, which she pointed out has many commercial properties for sale. Mrs. Lawson is concerned about the impact commercialization will have on her property value.

Mr. Malcolm Smith was present to speak against the rezoning. Mr. Smith shared concern that the rezoning would lead to devaluation of his property. He recalled that the stipulations on the past area rezoning included that businesses would be limited to medical businesses.

Mr. Arnold Reddick was present to speak against the rezoning. Mr. Reddick owns the adjoining property and stated that a used auto lot is not needed. He requested that the request be denied.

Mr. Donnie Bazemore was present to speak on his own behalf. Mr. Bazemore stated that he is moving his current lot and business, and that the property in question belongs to his parents who have not been successful in selling it as a residence. Mr. Bazemore said he plans to use the existing dwelling as an office,

**“MINUTES OF THE EFFINGHAM COUNTY PLANNING BOARD – May 4, 2020”**

the maximum number of cars he will have on site is approximately 30, and he anticipates 5 to 7 customers per day. He went on to say that there will be no servicing or washing of cars on site.

Mr. Peter Higgins observed that were the property to be rezoned, there would need to be a buffer between the auto lot and the Reddick property, he asked if Mr. Bazemore was willing to provide this buffer. Mr. Bazemore answered that he would be willing and his proposed business hours would be Monday through Friday 10AM to 6PM and Saturday 10AM to 2PM, in keeping with the residential location.

Mrs. Reddick was present to speak against the rezoning. She stated her belief that if the 30' buffer was observed, there would be insufficient space for automotive inventory.

Chairman David Burns reflected that the decision to approve or deny was difficult in part because the property was both residential and highway.

Mrs. Rebekah Lawson returned to speak. She expressed empathy for the Bazemores' inability to sell their home, but believed that an auto lot would cause everyone in the neighborhood to lose money.

Mr. Peter Higgins stated that eventually Chimney Road would have a stop light, which would stop people from cutting through Lewis Drive, which he believes is a large component of objection.

Mr. Peter Higgins made a motion to approve with Staff Recommendations and the additional caveat of the addition of a vegetative buffer. The motion was seconded by Mr. Brad Smith and carried unanimously.

**DONNIE BAZEMORE – PUBLIC HEARING (42):** The Planning Board recommends approving an application by Donnie Bazemore to rezone 1.60 acres located at 5947 Highway 21 South from R-1 to B-3 Map# 465J Parcel# 1C in the Fifth District

Zoning Administrator Proudfoot explained the Planning Board and Staff recommend approval of the request with stipulations.

Mr. Warren Poythress, on behalf of Mr. Bazemore explained the property is surrounded by business properties. The use will be an automobile sales business.

Mr. Donnie Bazemore of D & S Auto Brokers stated his current location will be sold. The business hours of operation are 9:00am – 6:00 pm Monday through Friday and Saturday, 10:00 am -2:00pm. A white privacy fence will be installed along Lewis Drive and there will be no repair work on vehicles at this location. There will only be 3-4 employees.

Arnold and Judy Reddick, Rebecca Schonten and Malcolm Smith spoke in opposition of the request.

There was discussion among the Board regarding previous conversations to designate this area along Highway 21 as office professional.

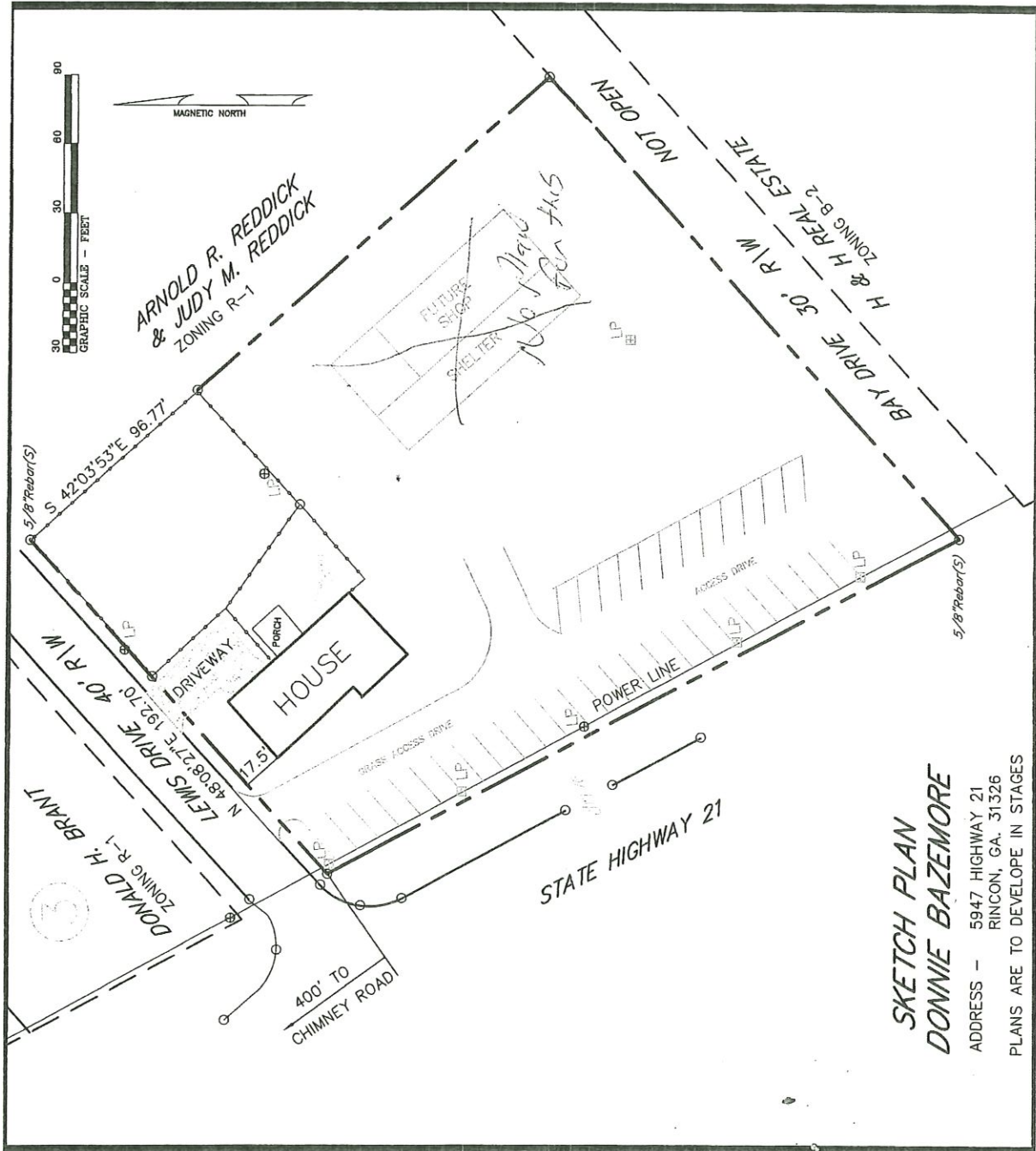
Commissioner Kieffer made a motion to deny the request. Commissioner Burdette seconded the motion. The motion carried unanimously.

**DONNIE BAZEMORE – SECOND READING (43):** Consideration to approve the Second Reading of an application by Donnie Bazemore to rezone 1.60 acres located at 5947 Highway 21 South from R-1 to B-3 Map# 465J Parcel# 1C in the Fifth District

This item was automatically denied due to the action of the previous item.

**ROGER BURDETTE – PUBLIC HEARING (44):** The Planning Board recommends denying an application by Roger Burdette to rezone 17.07 acres out of 22.779 acres located off of Highway 21 South from I-1 to I-1 Heavy Industrial Map# 466C Parcel# 1C in the Fifth District

Commissioner Burdette recused himself from voting on this item. Vice Chairman Deloach recused himself from voting.



**SKETCH PLAN**  
**DONNIE BAZEMORE**  
ADDRESS - 5947 HIGHWAY 21  
RINCON, GA. 31326  
PLANS ARE TO DEVELOPE IN STAGES

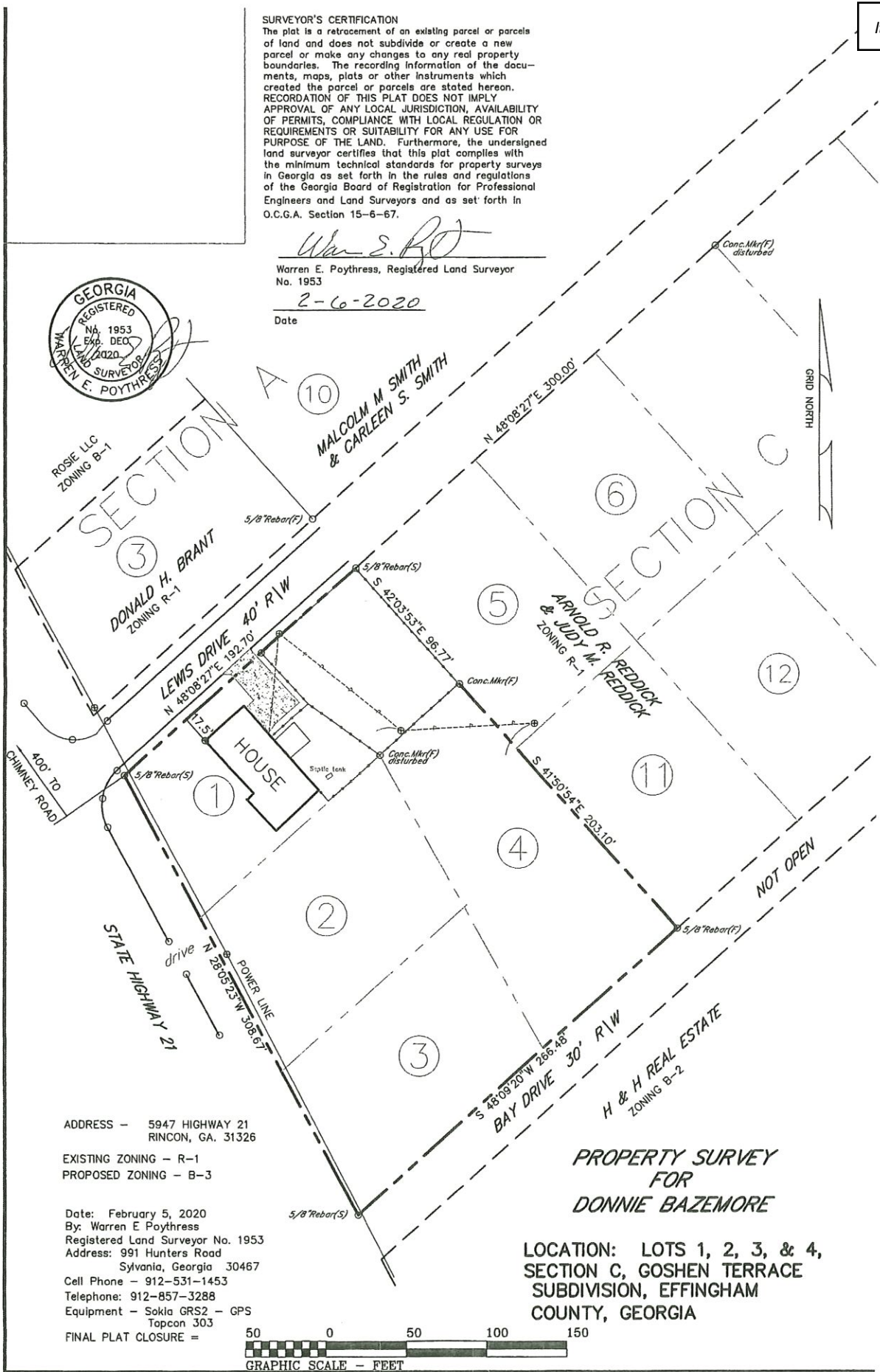
**SURVEYOR'S CERTIFICATION**  
 The plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATION OR REQUIREMENTS OR SUITABILITY FOR ANY USE FOR PURPOSE OF THE LAND. 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. Poynthress*

Warren E. Poynthress, Registered Land Surveyor  
 No. 1953

Date 2-6-2020

Date



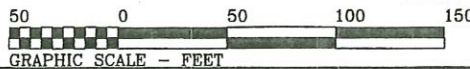
ADDRESS - 5947 HIGHWAY 21  
 RINCON, GA. 31326

EXISTING ZONING - R-1  
 PROPOSED ZONING - B-3

Date: February 5, 2020  
 By: Warren E Poynthress  
 Registered Land Surveyor No. 1953  
 Address: 991 Hunters Road  
 Sylvania, Georgia 30467  
 Cell Phone - 912-531-1453  
 Telephone: 912-857-3288  
 Equipment - Sokkia GRS2 - GPS  
 Topcon 303  
 FINAL PLAT CLOSURE =

**PROPERTY SURVEY  
 FOR  
 DONNIE BAZEMORE**

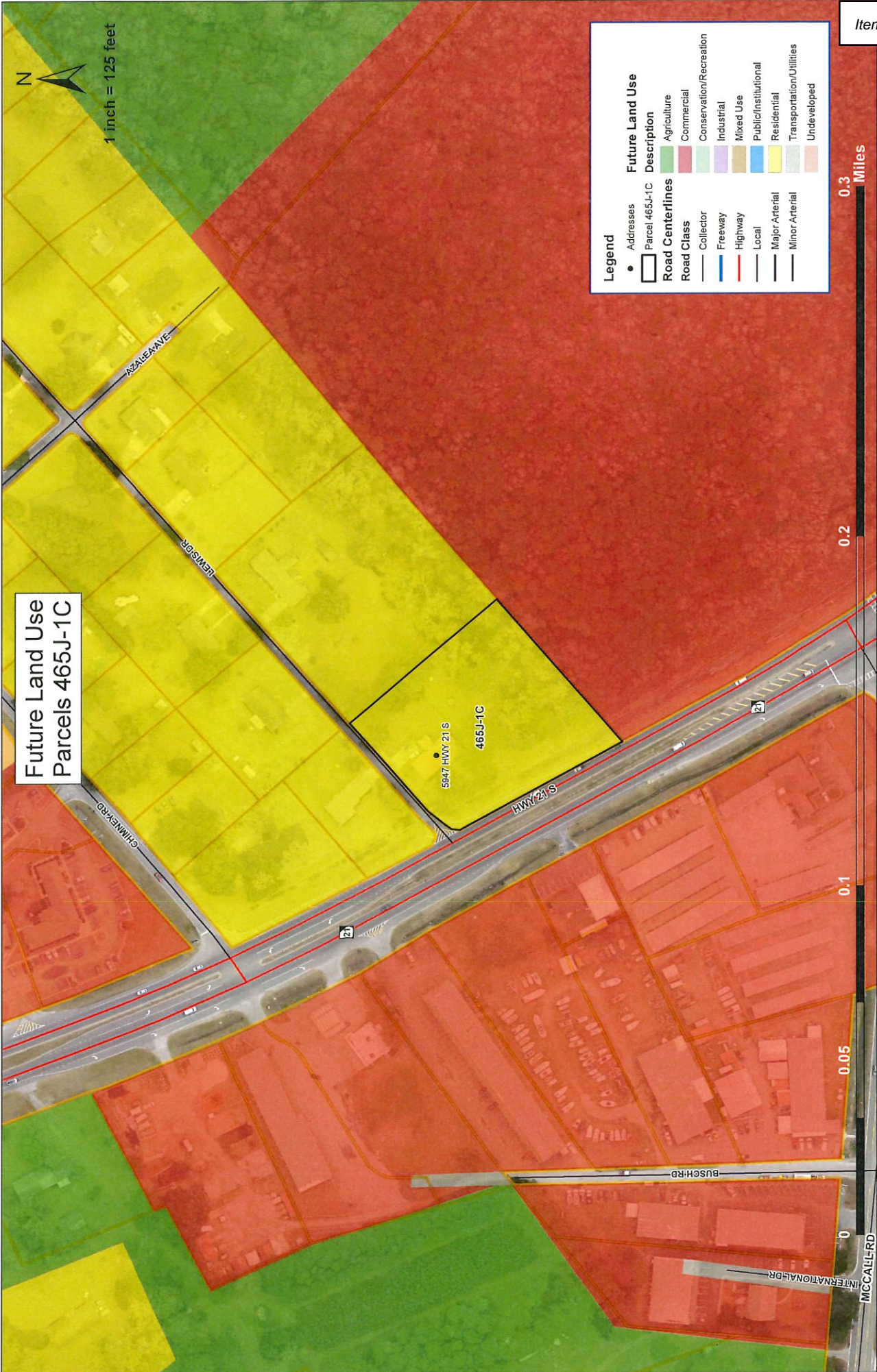
**LOCATION: LOTS 1, 2, 3, & 4,  
 SECTION C, GOSHEN TERRACE  
 SUBDIVISION, EFFINGHAM  
 COUNTY, GEORGIA**



# 5947 HWY 21 S



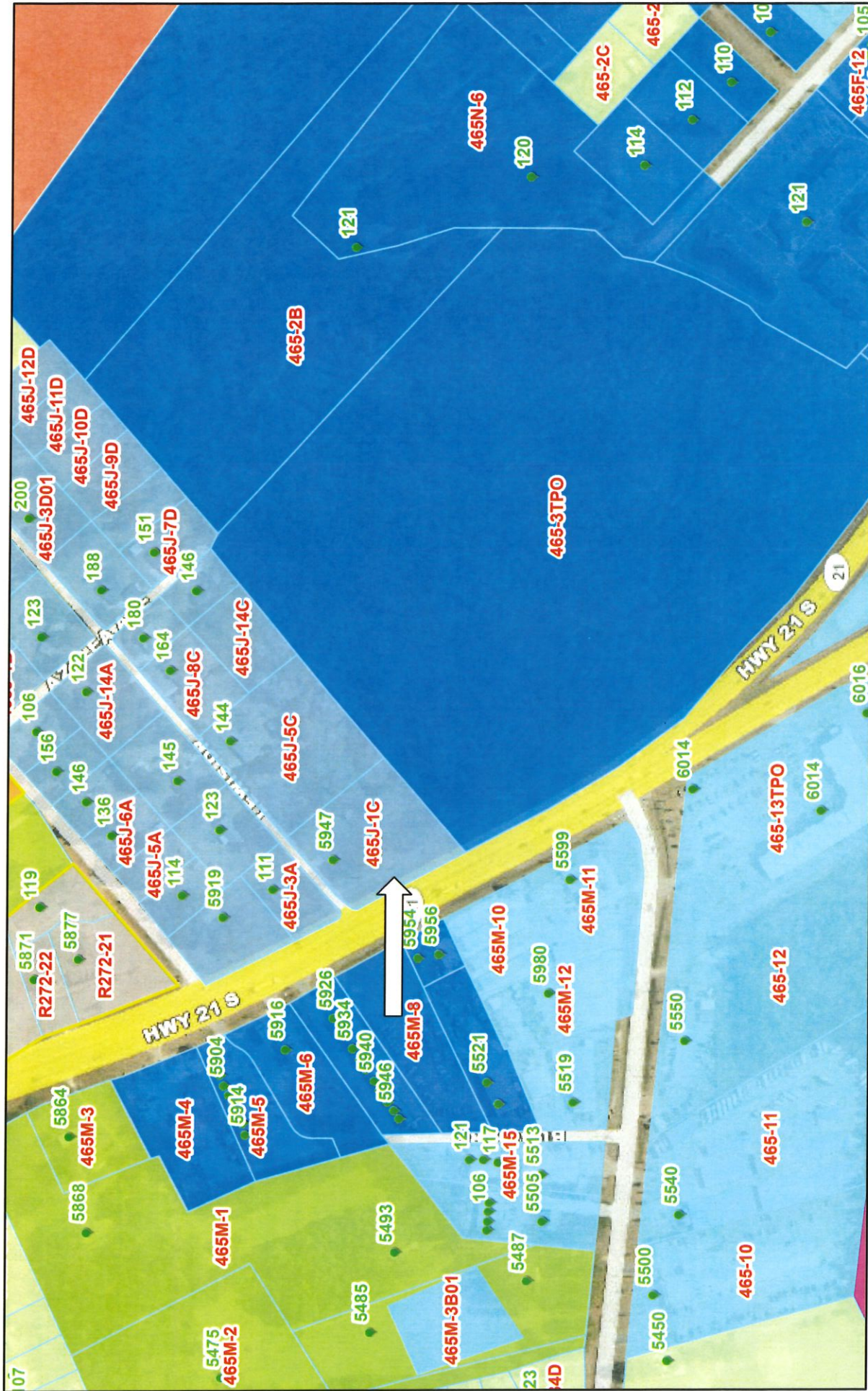
Item XVI. 15.



Future Land Use  
Parcels 465J-1C



# 5947 HWY 21 S

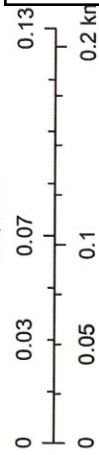


12/14/2021, 7:50:07 AM

▬ County Municipal Boundaries  
▬ Parcels2020  
● Address\_Points  
▬ Tax Parcel Labels

▬ R-1  
▬ R-3  
▬ AR-1  
▬ AR-2  
▬ B-3  
▬ I-1  
▬ R-4  
▬ B-2  
▬ Other

1:4,514



Item XVI. 15.

617

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

DB

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Warren E. Ratchford as Agent for Donnie R. Bazemore** – (Map # 465J Parcel # 1C) from R-1 to B-3 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL

Of the rezoning request by applicant **Warren E. Ratchford as Agent for Donnie R. Bazemore – (Map # 465J Parcel # 1C)** from **R-1** to **B-3** 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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ML

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL X

Of the rezoning request by applicant **Warren E. Ratchford as Agent for Donnie R. Bazemore – (Map # 465J Parcel # 1C)** from **R-1** to **B-3** zoning.

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

WKS 11/31/22

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL

Of the rezoning request by applicant **Warren E. Ratchford as Agent for Donnie R. Bazemore – (Map # 465J Parcel # 1C)** from R-1 to B-3 zoning.

- Yes  No ? 1. Is this proposal inconsistent with the county's master plan?
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- Yes  No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

AZ

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** Warren Ratchford as Agent for Donnie R. Bazemore requests to **rezone** 1.61 acres from **R-1** to **B-3** to allow for an automotive sales lot. Located at 5947 Highway 21 S. **Map# 465J Parcel# 1C**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 1.61 acres from **R-1** to **B-3** to allow for an automotive sales lot.

### 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. B-3 permits intensive commercial uses, and requires a 30' buffer against adjacent residential parcels.
- The request to rezone this parcel to B-3 for an automotive sales lot was denied by the Board of Commissioners on May 19, 2020, based on an understanding of commercial development in the area as "office professional".
- The residential parcel is part of the Goshen Terrace subdivision, and has driveway access to Lewis Dr. Driveway access to Hwy 21 would require a GDOT permit.
- The future land use map shows commercial development along that portion of the Hwy 21 corridor, except for Goshen Terrace, which is shown as Residential.
- Rezoning to B-3 would introduce intensive uses into a residential subdivision. B-3 permits auto sales, service, and storage.
- There is no direct access to Lewis Drive from the southbound lanes of Hwy 21. Customers may end up turning left onto Chimney Road, and then onto Azalea, and through the subdivision.
- B-3 zoned property to the southeast is not currently developed.
- At the January 31 Planning Board meeting, Brad Smith made a motion to **deny** the request to **rezone** 1.61 acres from **R-1** to **B-3** to allow for an automotive sales lot.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 1.61 acres from **R-1** to **B-3**.
2. **Deny** the request to **rezone** 1.61 acres from **R-1** to **B-3**.

**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.  
465J-1C

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
465J-1C

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, WARREN RATCHFORD AS AGENT FOR DONNIE R. BAZEMORE has filed an application to rezone one and sixty-one hundredths (1.61) +/- acres; from R-1 to B-3 to allow for an automotive sales lot located at 5947 Highway 21 S.; map and parcel number 465J-1C, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on February 15, 2022 and notice of said hearing having been published in the Effingham County Herald on January 26, 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 12, 2022; and

IT IS HEREBY ORDAINED THAT one and sixty-one hundredths (1.61) +/- acres; map and parcel number 465J-1C, located in the 5<sup>th</sup> commissioner district is rezoned from R-1 to B-3.

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 (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** February 15, 2022  
**Item Description:** **Greg Coleman** as Agent for **Old Augusta Partners** requests approval of a **sketch plan** for: "Cowan Property – Proposed Warehouse". Located on Old Augusta Road, zoned **I-1**. **Map# 477 Parcel # 1D**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for: "Cowan Property – Proposed Warehouse".

### 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.*
- At the November 30 pre-application meeting, staff and the applicant discussed buffers, access, water & sewer, and stormwater management. A gravity sewer tie-in or a lift station will be used.
- No variances are requested.
- The proposed development includes a 50,000 sf warehouse with access to Old Augusta Road.
- A Traffic Impact Assessment to determine turn lane need and lengths will be required, in consultation with the county engineer.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the January 31 Planning Board meeting, Alan Zipperer made a motion to **approve** the sketch plan for: "Cowan Property – Proposed Warehouse".
- The motion was seconded by Michael Larson, and carried unanimously.

### Alternatives

- Approve** the **sketch plan** for: "Cowan Property – Proposed Warehouse"
- Deny** the **sketch plan** for: "Cowan Property – Proposed Warehouse"

**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 SUMMITAL FORM

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Cowan Property - Proposed Warehouse

Name of Applicant/Agent Greg Coleman Phone 912-200-3041

Company Name Coleman Company, Inc.

Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Owner of Record OLD AUGUSTA PARTNERS Phone 912-313-4653

Address PO BOX 16176, SAVANNAH, GEORGIA 31416

Engineer Coleman Company, Inc. Phone 912-200-3041

Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Surveyor Coleman Company, Inc. Phone 912-200-3041

Address 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 3.79 Acreage to be divided N/A Number of Lots Proposed N/A

Current Zoning I-1 Proposed Zoning I-1 Tax map – Block – Parcel No 0477-000 1A00 <sup>ID</sup>

Are any variances requested? NO If so, please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

This 13 day of DECEMBER, 2021

Tracie T. McIntyre  
Notary

[Signature]  
Applicant  
Wyan Cowan  
Owner

Tracie T. McIntyre  
Notary Public, Chatham County, GA  
My Commission Expires February 24, 2023



## EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

**OFFICIAL USE ONLY**

Subdivision Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

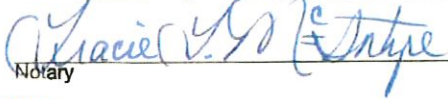
The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.



Office Use	Applicant Use	
<b>(a) Project Information:</b>		
	X	1. Proposed name of development.
	X	2. Names, addresses and telephone numbers of owner and applicant.
	X	3. Name, address and telephone number of person or firm who prepared the plans.
	X	4. Graphic scale (approximately 1"=100') and north arrow.
	X	5. Location map (approximately 1" = 1000').
	X	6. Date of preparation and revision dates.
	N/A	7. Acreage to be subdivided.
<b>(b) Existing Conditions:</b>		
	X	1. Location of all property lines.
	N/A	2. Existing easements, covenants, reservations, and right-of-ways.
	N/A	3. Buildings and structures.
	N/A	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	X	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	X	6. Natural or man-made watercourses and bodies of water and wetlands.
	X	7. Limits of floodplain.
	X	8. Existing topography.
	X	9. Current zoning district classification and land use.
	N/A	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>		
	X	1. Layout of all proposed lots.
	X	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	X	3. Proposed zoning and land use.
	N/A	4. Existing buildings and structures to remain or be removed.
	N/A	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	X	6. Proposed retention/detention facilities and storm-water master plan.

<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.

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

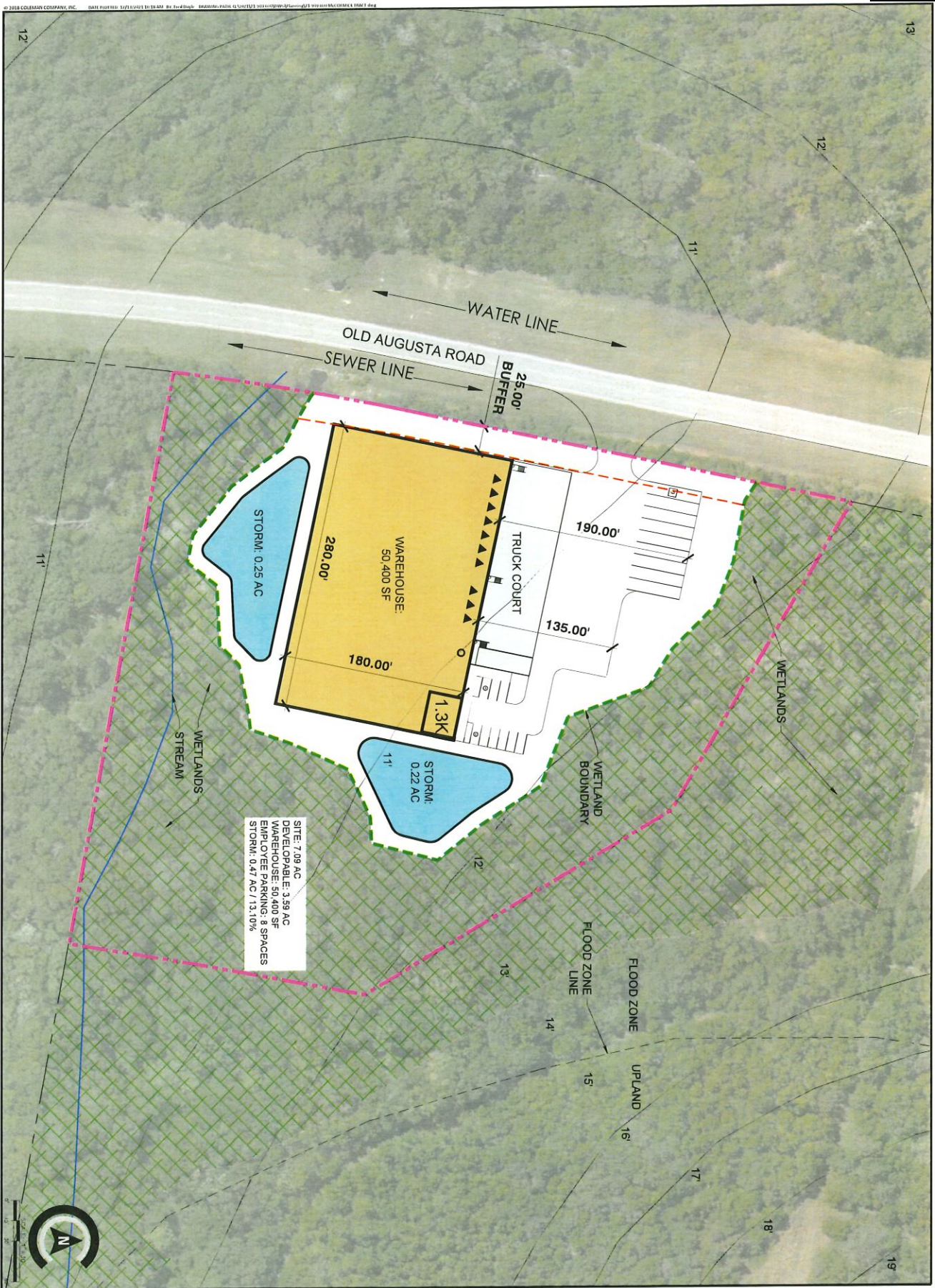
This 13 day of DECEMBER, 2021

  
Notary

Applicant   
Owner 



Tracie T. McIntyre  
Notary Public, Chatham County, GA  
My Commission Expires February 24, 2023



SITE: 7.09 AC  
 DEVELOPABLE: 3.39 AC  
 WAREHOUSE: 50,400 SF  
 EMPLOYEE PARKING: 8 SPACES  
 STORM: 0.47 AC / 13.10%

SHEET: <b>CP1.0</b>	CONCEPTUAL PLAN	CONCEPTUAL PLAN <b>MCCORMICK WAREHOUSE</b> LOCATED IN EFFINGHAM COUNTY, GEORGIA	REVISIONS: NO. 1 DATE BY	<b>NOT FOR CONSTRUCTION</b> SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION	 <b>COLEMAN COMPANY</b> ENGINEERS • SURVEYORS <small>Savannah, Georgia   (912) 200-3041   CCE-NAV.COM</small>	628
	ORDER NUMBER: 218971001 DATE: 12/15/2021 DRAWN BY: JF/FRS CHECKED BY: GJC SCALE: AS SHOWN					

477-1D



Item XVI. 17.

477-1D

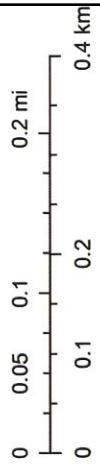


12/14/2021, 8:20:25 AM

Legend:

- Address\_Points (Green dot)
- Parcels2020 (Thin white line)
- Effingham County Zoning:
  - B-3 (Light blue)
  - I-1 (Orange)
  - AR-1 (Light green)
  - AR-2 (Dark green)
  - Other (Grey)

1:9,028



Item XVI. 17.

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