



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

**October 17, 2023 – 5:00 PM**

Effingham County Administrative Complex  
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

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

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

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

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**Agenda**

**Watch us live on our YouTube page:**

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda
- VI. Minutes** - Consideration to approve the October 3, 2023 regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website
- IX. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda

1. **[2023-549 Permit]**

Consideration to approve an Assemblage Permit for DeAnne Gordon to hold a Treat or Treat event on Tuesday, October 31, 2023 from 6pm to 9pm located on Royal Oak Drive  
**Map# 352A in the First District**

2. [2023-550 Permit]

Consideration to approve an Assemblage Permit for the Sand Hill Elementary School PTA, to locate food trucks at the adjacent Effingham Recreation Department Ballpark, in support of a Fall Festival located at 295 Stagecoach Avenue **Map# 300 Parcel# 37** in the **First District**

3. [2023-551 Calendar]

Consideration to approve the Audit Calendar for FY 2023

**X. Appearance - Reggie Rahn, 5:05 pm**

**1. Reggie Rahn - 5:05 pm**

**XI. Unfinished Business - Contains items held from a previous agenda.**

1. [2023- 461 Resolution] *Mark Barnes*

Consideration to approve to correct Resolution# 023-020 to Levy the 2023 taxes

2. [2023-463 Form] *Mark Barnes*

Consideration to approve the corrected County Millage Rate Certification Form for Tax Year 2023 (PT-35)

3. [2023-505 Proclamation] *Stephanie Johnson*

Consideration to approve a Proclamation celebrating October 20, 2023 as Effingham Bulldogs Champions Day (*postponed from the 10/03/23 meeting*)

4. [2023-534 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Eleanor L. Kent** to **rezone** 6.7 acres located at 1091 4th Street Ext. from **AR-1** to **AR-2** to allow for creation of 3 home sites **Map# 319 Parcel# 26** in the **First District** (*this item was postponed 10/3/2023*)

5. [2023-535 Second Reading]

Consideration to approve the Second Reading of an application by **Eleanor L. Kent** to **rezone** 6.7 acres located at 1091 4th Street Ext. from **AR-1** to **AR-2** to allow for creation of 3 home sites **Map# 319 Parcel# 26** in the **First District** (*this item was postponed 10/3/2023*)

6. [2023-542 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Joao Batista** for a **conditional use** for a **rural business** located at 174 Noel C. Conaway Road. [**Map# 352 Parcel #56**], in the **First District** (*this item was postponed on 10/3/2023*)

7. [2023-543 Second Reading]

Consideration to approve the Second Reading of an application by **Joao Batista** for a **conditional use** for a **rural business** located at 174 Noel C. Conaway Road **Map# 352 Parcel #56**, in the **First District**



## **XII. New Business**

**1. [2023-552 Proclamation] Stephanie Johnson**

Consideration to approve a Proclamation declaring November 5, 2023 as Retired Educators Day in Georgia

**2. [2023-553 Sketch Plan] Chelsie Fernald**

Consideration to **approve** an application by Wesley Sherrod, P.E. for a Sketch Plan located at 1360 Highway 21 North for "Sperry Storage Facility" zoned B-1 Map# 366 Parcels# 39A, in the **Third District**

**3. [2023-554 Ordinance] Steve Candler**

Consideration to approve the First Reading to amend **Appendix C - Zoning Ordinance, Article III - Buffers** of the Code of Ordinances

**4. [2023-555 Ordinance] Steve Candler**

Consideration to approve the First Reading to amend the Code of Ordinances **Appendix C - Zoning Ordinance, Article V - Uses Permitted in Districts, Section 5.1 - AR-1 Agricultural Districts**

**5. [2023-556 Ordinance] Steve Candler**

Consideration to approve the First Reading of an Ordinance for **Chapter 14 - Buildings and Building Regulations, Article VIII - Unfit Buildings and Property** of the Effingham County Code of Ordinances

**6. [2023-557 Change Order] Alison Bruton**

Consideration to approve to amend Change Order# 1 to Pond & Company for Baker Park Improvements - Task Order 23-REQ-002

**7. [2023-558 Agreement] Alison Bruton**

Consideration to approve a Memorandum of Understanding with Effingham County and City of Pooler Fire-Rescue, Training Division

**8. [2023-559 Change Order] Alison Bruton**

Consideration to approve Change Order# 1 for McWright LLC for Contract 23-ITB-031

**9. [2023-560 Agreement] Alison Bruton**

Consideration to approve a Scheduled Maintenance Agreement with Southeastern Laundry Equipment Sales for the Effingham County Prison

**10. [2023-561 Policy] Sarah Mausolf**

Consideration to approve and publish an update to **2.15 Travel, Employment and Board of Commissioners Expenses, Section C. Guidelines - #3 Meals and Miscellaneous - #1 Per Diem Allowance** of the Human Resources Standards of Practice

**11. [2023-562 Policy] Sarah Mausolf**

Consideration to approve an update to the Human Resources Standards of Practice **3.04-Hours of Work, Section C. - Overtime #9 - Exempt Employees**

12. **[2023-563 Letter]** *Mark Barnes*

Consideration to approve an Engagement Letter between the Effingham County Board of Commissioners and Lanier, Deal, Proctor & Bloser for audit services for fiscal year ended June 30, 2023

13. **[2023-564 Resolution]** *Mark Barnes*

Consideration to approve Resolution# 023-026 to amend the Fiscal Year 2023 Budget

14. **[2023-565 Contract]** *Mark Barnes*

Consideration to approve to amend the FY 2024 UGA Extension Office Personnel Contract

15. **[2023-566 Annexation]** *Stephanie Johnson*

Consideration to approve a Petition for Annexation as submitted by the City of Springfield for a property located at 1810 GA Hwy 21 South, Map# 410 Parcel# 15

16. **[2023-567 Property]** *Tim Callanan*

Consideration to approve a property exchange between the Board of Commissioners of Effingham County and Kildare Land Company, LLC

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

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

**XV. Executive Session Minutes** - Consideration to approve the October 3, 2023 executive session minutes

**XVI. Adjournment**

## Staff Report

**Subject:** Assemblage Permit (First District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration to approve an Assemblage Permit for DeAnne Gordon to hold a Treat or Treat event on Tuesday, October 31, 2023 from 6pm to 9pm. Located on Royal Oak Drive . **Map# 352A**

### Summary Recommendation

Staff recommends approval for an Assemblage Permit for DeAnne Gordon to hold a Treat or Treat event on Tuesday, October 31, 2023 from 6pm to 9pm. Located on Royal Oak Drive.

### Executive Summary/Background

- The purpose of the Assemblage permit is to hold a neighborhood-wide Halloween event, while controlling entry to Royal Oak Plantation subdivision to promote safety for pedestrian use during trick – or- treating.
- This is an annual event which has received approval for four consecutive years.

### Alternatives

**1. Approve** an Assemblage Permit for DeAnne Gordon to hold a Treat or Treat event on Tuesday, October 31, 2023 from 6pm to 9pm. Located on Royal Oak Drive, with the following conditions:

1. The applicant shall obtain the service of a Sherriff's Deputy to oversee the road blockage and promote general public safety.

**2. Deny** an Assemblage Permit for DeAnne Gordon to hold a Treat or Treat event on Tuesday, October 31, 2023 from 6pm to 9pm. Located on Royal Oak Drive.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Assemblage Permit Application

2. Site Map

APPLICANT NAME:

DeAnne Gordon

MAILING ADDRESS:

178 Royal Oak Dr

PHONE:

9126632781 / Guyton

PIN# (FOR SITE LOCATION): Map#

352A

Parcel#

N/A

**ASSEMBLAGE PERMIT**

Effingham County, Georgia

Permission is hereby granted to DeAnne Gordon to hold a public gathering in the County of Effingham on Oct 31, 2023 at

6-9 am/pm The gathering is to be held at said location known as Royal Oak Plantation.

DESCRIPTION OF EVENT: Trick or Treat

SPECIAL CONDITIONS:

Hire deputy to close entrance for vehicle traffic & safety of kids

WILL ALCOHOL BE SERVED DURING THIS EVENT? ☐ YES ☐ NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? ☐ YES ☐ NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

\_\_\_\_\_  
ZONING ADMINISTRATOR  
EFFINGHAM COUNTY

\_\_\_\_\_  
DATE

DATE AUTHORIZED BY

EFFINGHAM COUNTY BOARD OF COMMISSIONERS: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

CC: Effingham County Sheriff Department  
Effingham County Emergency Medical Services  
Volunteer Fire Department



# Royal Oak Assemblage - Road Closure



Item IX. 1.



## Staff Report

**Subject:** Assemblage Permit (First District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration to approve an Assemblage Permit for the Sand Hill Elementary School PTA to locate food trucks at the adjacent Effingham Recreation Department Ballpark, in support of a Fall Festival. Located at 295 Stagecoach Avenue. **Map# 300 Parcel# 37**

### Summary Recommendation

Staff recommends approval for an Assemblage Permit for the Sand Hill Elementary School PTA to locate food trucks at the adjacent Effingham Recreation Department Ballpark, in support of a Fall Festival. Located at 295 Stagecoach Avenue, with a condition.

### Executive Summary/Background

- The Sand Hill Elementary PTA is holding a Fall Festival on their Stagecoach Avenue campus from 5pm to 7:30pm on Friday, October 27, 2023.
- To create an efficient and controllable flow of activities, the applicant wishes to locate food trucks on the adjacent property, which is a County property operated by the Recreational Department.
- The applicant reports having reached out to the Rec. Department and receiving verbal consent to use the internal road on the property for this purpose.

### Alternatives

**1. Approve** an Assemblage Permit for the Sand Hill Elementary School PTA to locate food trucks at the adjacent Effingham Recreation Department Ballpark, in support of a Fall Festival. Located at 295 Stagecoach Avenue, with a condition:

1. The presence of the food trucks shall not impede the regular flow of traffic to/from activities at the ballpark.

**2. Deny** an Assemblage Permit for the Sand Hill Elementary School PTA to locate food trucks at the adjacent Effingham Recreation Department Ballpark, in support of a Fall Festival.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Assemblage Permit Application 2. Site Map

APPLICANT NAME: Sarah Iwanski for Sand Hill ES PTA

MAILING ADDRESS: \_\_\_\_\_

PHONE: (912) 472-1232

PIN# (FOR SITE LOCATION): Map# 300 Parcel# 37

## ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to Sand Hill ES PTA to hold a public gathering in the County of Effingham on Friday, October 27, 2023 at 5:00-7:30 pm am/pm. The gathering is to be held at said location known as Effingham Recreation Department Sand Hill Ballpark.

DESCRIPTION OF EVENT: Sand Hill ES PTA holds an annual Fall Festival at Sand Hill ES that is open to the public with vendors, food trucks, games, inflatables, trunk-or-treat, etc.

SPECIAL CONDITIONS: \_\_\_\_\_

WILL ALCOHOL BE SERVED DURING THIS EVENT? [ ] YES [X] NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? [ ] YES [X] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

\_\_\_\_\_  
ZONING ADMINISTRATOR  
EFFINGHAM COUNTY

\_\_\_\_\_  
DATE

DATE AUTHORIZED BY  
EFFINGHAM COUNTY BOARD OF COMMISSIONERS: \_\_\_\_\_

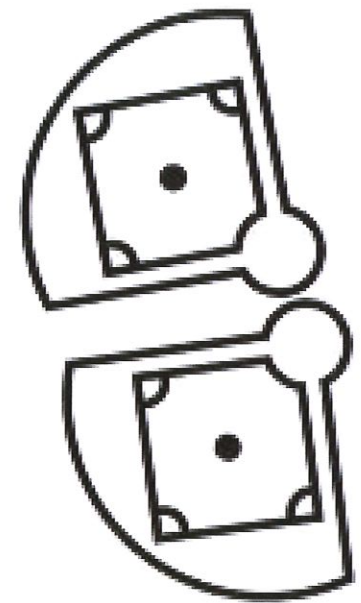
\_\_\_\_\_  
County Clerk

CC: Effingham County Sheriff Department  
Effingham County Emergency Medical Services  
Volunteer Fire Department



Effingham Rec Dept

Sand Hill Rd



Food Trucks

Stagecoach Ave



[illegible]





P. (912) 728-5112

F. (912) 728-5125  
28 September 2023

Sand Hill ES PTA holds an annual Fall Festival open to the community on the last Friday of October. The event includes entertainment, crafts, vendors, inflatables, food trucks, trunk-or-treat, etc. With the increased popularity of the event each year, our principal, Michelle Corless, has requested that the food trucks stay outside of the school property gates. People do not want to go home when the event is over and the food trucks continue to serve them. This has prevented the school staff from being able to go home as they wait for the food trucks to leave to lock the school gates. I have spoken to Mr. Lonon at the Effingham Recreation Department and he confirms that there are no games or events taking place at the field that night to prevent our use of the ballpark's side of the fence. The food trucks would line the paved area that the school's car rider line follows and is not on a public road. Our organization is insured and the documentation is included for you as well.

**We confirm that we are operating under the national nonprofit entity of:**

National Congress of Parents & Teachers  
Doing business as National PTA  
1250 N Pitt St  
Alexandria, VA 22314  
Federal Tax ID # 36-2169155

Georgia Congress of Parents and Teachers Inc  
114 Baker St NE, Suite 228  
Atlanta, GA 30308-3366  
EIN 58-2206858

Sand Hill Elementary School PTA  
199 Stagecoach Ave  
Guyton, GA 31312  
P. (912) 728-5112  
F. (912) 728-5125

Sarah Iwanski  
Sand Hill ES PTA President  
(912) 472-1232  
[Shes.pta.president1@gmail.com](mailto:Shes.pta.president1@gmail.com)

## CERTIFICATE OF COVERAGE

This "Certificate of Coverage", together with the master policy to which it is attached, constitute the policy issued to the "Certificate Holder". Any coverage listed below is subject to the terms, conditions and limitations set forth below and in the master policy referenced.

<b>POLICYHOLDER NAME AND ADDRESS:</b>																					
Education Support Purchasing Group c/o Association Insurance Management P.O. Box 742946 Dallas, TX 75374-2946																					
<b>CERTIFICATE HOLDER (NAMED INSURED) NAME AND ADDRESS:</b>																					
Sand Hill ES PTA 199 Stagecoach Ave. Guyton, GA 31312																					
			Insured # GA13868																		
<b>The Certificate Holder is:</b>																					
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization/Corporation <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Other            Non-Profit																					
Location of Business: 199 Stagecoach Ave. Guyton, GA 31312		Business Description: Parent Teacher Association																			
<b>ITEM 1</b>	<b>COVERAGE PERIOD:</b>	<b>Effective:</b> 11/27/2022 <b>To:</b> 11/27/2023 At 12:01 A.M. Standard Time at the mailing address of the policyholder shown above.  <b>CERTIFICATE NUMBER:</b> GL2022AIM07059 <b>PRIOR CERTIFICATE NUMBER:</b> NEW																			
<b>ITEM 2</b>	<b>INSURER:</b> Concert Specialty Insurance Company  Master Policy Number: GL2022AIM00001																				
<b>ITEM 3</b>	<b>PRODUCER NAME AND ADDRESS:</b> AIM Association Insurance Management P.O. Box 742946 Dallas, TX 75374-2946 Surplus Lines License #1615689																				
<b>ITEM 4</b>	<b>SCHEDULE OF CHARGES:</b> <table style="width: 100%; border: none;"> <tr> <td>Commercial General Liability Premium</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">118.00</td> </tr> <tr> <td>Policy Fees</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">139.51</td> </tr> <tr> <td>Surplus Lines Tax</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">12.49</td> </tr> <tr> <td>Stamping Fee</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>Grand Total</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">270.00</td> </tr> </table>			Commercial General Liability Premium	\$	118.00	Policy Fees	\$	139.51	Surplus Lines Tax	\$	12.49	Stamping Fee	\$		Grand Total	\$	270.00			
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Stamping Fee	\$																				
Grand Total	\$	270.00																			
<b>ITEM 5</b>	<b>SCHEDULE OF CASUALTY COVERAGE AND LIMITS OF INSURANCE:</b>  <b>COMMERCIAL GENERAL LIABILITY COVERAGE FORM</b> <table style="width: 100%; border: none;"> <tr> <td>General Aggregate Limit (Other Than Products Completed Operations)</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>Products-Completed Operations Aggregate Limit</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>Personal and Advertising Injury Limit</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>Each Occurrence Limit</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>Damage to Premises Rented To You Limit (Any One Premises)</td> <td style="text-align: right;">\$ 50,000</td> </tr> <tr> <td>Medical Expense Limit (Any One Person)</td> <td style="text-align: right;">\$ 50,000</td> </tr> <tr> <td>Medical Expense Aggregate Limit</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table> <b>ABUSIVE CONDUCT LIMITED LIABILITY COVERAGE</b> <table style="width: 100%; border: none;"> <tr> <td>Abusive Conduct Each Incident Limit</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Abusive Conduct Aggregate Limit</td> <td style="text-align: right;">\$</td> </tr> </table>			General Aggregate Limit (Other Than Products Completed Operations)	\$ 2,000,000	Products-Completed Operations Aggregate Limit	\$ 2,000,000	Personal and Advertising Injury Limit	\$ 1,000,000	Each Occurrence Limit	\$ 1,000,000	Damage to Premises Rented To You Limit (Any One Premises)	\$ 50,000	Medical Expense Limit (Any One Person)	\$ 50,000	Medical Expense Aggregate Limit	\$ 1,000,000	Abusive Conduct Each Incident Limit	\$	Abusive Conduct Aggregate Limit	\$
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CG 21 71	01 15	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 76	01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 21 84	01 15	EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 04 35	12 07	EMPLOYEE BENEFITS LIABILITY COVERAGE
CS GL 05 92	11 19	HIRED AND NON-OWNED AUTO LIABILITY INSURANCE
CS GL 03 12	06 14	ABUSIVE CONDUCT LIMITED LIABILITY ENDORSEMENT CLAIMS-MADE AND DWL
CS GL 06 03	06 20	ELECTRONIC CHATROOM/BULLETIN BOARD ACTIVITIES COVERAGE
CG 27 15	12 07	EXTENDED REPORTING PERIOD ENDORSEMENT FOR EMPLOYEE BENEFITS LIABILITY COVERAGE
CS GL 06 09	06 20	SCHEDULED WAIVER OF SUBROGATION
CG 20 26	12 19	ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
CG 20 01	12 19	PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION
CG 21 44	04 17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CS IL 31 14 CS	07 20	POLICY CONDITIONS ADDED
CS PN 04 99 72	06 20	HOW TO REPORT A CLAIM

**ITEM 7 FORMS SPECIFIC TO CERTIFICATE HOLDER SHOWN ON THIS CERTIFICATE:**

Form #	Description
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## Staff Report

**Subject:** Audit Calendar for FY 2023  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 10/17/23  
**Item Description:** Audit Calendar for FY 2023

### Summary Recommendation:

Informational Only

### Executive Summary/Background:

Since FY 2013 Lanier, Deal, Proctor & Bloser (formerly Lanier, Deal & Proctor) has provided audit services of the County's Financial Statements.

1. Each fiscal year an audit is conducted.
2. This audit is conducted in order to meet state and federal requirements of the county, to ensure the financial statements of the county are presented fairly in all material aspects and are in conformity with generally accepted accounting principles known as GAAP.
3. The auditors work includes items such as review of internal controls, review of recorded financial transactions, review of compliance related issues and examination and testing in order to express an opinion of these.
4. We set the audit calendar as a guideline for the audit process to ensure that the audit is completed timely.

### Alternatives for Commission to Consider:

Informational Only

### Recommended Alternative:

Informational Only

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

Finance

### Funding Source:

General fund

### Attachments:

1. Audit calendar FY 2023

**EFFINGHAM COUNTY**  
**Proposed Audit Calendar**  
**Fiscal Year Ending 6/30/2023**

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<u>Dates</u>	<u>Processes</u>
9/20/2023	Preliminary Trial Balance to Auditor
9/20/2023	Pre field work conference & County related work papers provided
09/20/2023 - 09/29/2023	Pre field work conference with Elected Officials & Related Agencies Initial Site visits and field work to begin for Officials & Related Agencies Sheriff's Office, Probate, Probation, Tax Commissioner, State Court Magistrate & Superior Court
10/4/2023	Status report due to the County Manager
10/04/2023 - 10/28/2023	Field work for direct County related financial work papers
11/1/2023	Status report due to the County Manager
11/06/2023 - 11/10/2023	Preliminary proposed auditors entries and trial balance
11/15/2023	Status report due to the County Manager
11/16/2023	Draft legal disclosure letter to the auditor from the attorney
11/20/2023 - 11/28/2023	Preliminary Financial Statement Draft
Closed Thanksgiving - November 24-25	
11/29/2023 - 12/05/2023	Staff draft of Management , Discussion and Analysis
12/06/2023 - 12/12/2023	Audited Financial Statements Finalized & Mangement Representation Letter
1/1/2024	Landfill Assurance Report
1/16/2024	Audit Financial Statements Finalized - Submitted to the Board of Commissioners
1/16/2024	Annual Financial Statement Presentation to the Board of Commissioners
1/16/2024	Auditors Presentation



## Staff Report

**Subject:** Revised property tax levy resolution for 2023  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance, Tax Assessor, Tax Commissioner  
**Meeting Date:** 10/17/23  
**Item Description:** Revised resolution to levy property taxes, and approval of the PT35 form for submission of millage to the State

### Summary Recommendation:

Staff recommends approval of the revised resolution to levy taxes, approval of the proposed millage rates, and approval of the revised PT35 form for submission to the State.

### Executive Summary/Background:

The original 2023 tax levy resolution was approved by the Board of Commissioners at the special called meeting on 8/29/23. The resolution, digest, and all associated documentation was subsequently submitted to the State for review, and during that process the State determined that the Board of Education would have to re-advertise their millage and hold a new public meeting for adoption. Rather than holding three new meetings that their original millage increase would require, they elected to instead use their rollback rate and therefore hold only one additional public meeting.

The Board of Education elected to recommend their rollback rate of 14.957 mills instead of their original 15.810 mills. They adopted this rate at their 8:00 a.m. meeting held this morning.

This revised tax levy resolution changes ONLY the Board of Education rate. There are NO OTHER changes.

### Alternatives for Commission to Consider:

1. Approve the revised resolution to levy taxes and the revised PT35 form for submission to the State.
2. Do not approve the revised resolution to levy taxes and the revised PT35 form as presented.
2. Provide staff with direction.

**Recommended Alternative:**

Staff recommends approval – Alternative #1 - Approve the revised resolution to levy taxes and the revised PT35 form for submission to the State.

**Other Alternatives:**

n/a

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

Finance, Tax Assessor, Tax Commissioner

**Funding Source:**

None required - existing software and staff preparation time are already accounted for in the budget.

**Attachments:**

1. Revised resolution to Levy the 2023 Taxes
2. Revised PT 35 – County Millage Rate Certification

**RESOLUTION TO LEVY THE 2023 TAXES**  
**STATE OF GEORGIA**  
**COUNTY OF EFFINGHAM**  
*(revised)*

A resolution to provide the adoption of the 2023 Tax Levy for the Government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2023 Tax Levy for the County Government of Effingham County, Georgia, is hereby adopted as follows:

1. For county government purposes	5.939
2. To provide medical care and hospitalization for the indigent, sick, and others entitled to the services of county hospital	1.480
3. For the industrial authority	2.000
4. To pay for the support and the maintenance of education	14.957
5. State of Georgia	0.000
6. County public works, roads	1.250
7. County recreation	0.650
8. County parks	0.100
9. Effingham Gateway special service district	1.100
10. Research Forest special service district	1.100
11. Interstate 16 special service district	1.100

Total for the county government, medical indigent, industrial authority, education, State of Georgia, public works, recreation and parks, Effingham Gateway, Research Forest, and Interstate 16	<b>29.676</b>
---	---------------

\*\*The insurance premium refund of \$ 3,794,804.18 is to be used for fire protection in the Fire fund as directed by the approved 2023-2024 fiscal year budget.

Adopted by the Effingham County Board of Commissioners, this \_\_\_\_\_ day of October, 2023.

Wesley M. Corbitt, Chairman

Attest:

Stephanie D. Johnson, County Clerk

**COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2023**

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>COUNTY: EFFINGHAM

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc.)	Mark X if District Falls In Unincorporated Area	Mark X if District Falls In Incorporated Area	Enter Gross Millage Rate Before Rollbacks	Sales Tax Rollback O.C.G.A § 48-8-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3		Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
2,3,4	<b>Incorporated</b>		<b>X</b>	9.736	3.797			5.939	0.000	5.939
1	<b>Unincorporated</b>	<b>X</b>		9.736	3.797			5.939	0.000	5.939
1,2,3,4	<b>School</b>	<b>X</b>	<b>X</b>	14.957				14.957	0.000	14.957
	<b>List Special Service Districts:</b>									
1,2,3,4	Medical Indigent	<b>X</b>	<b>X</b>	1.480				1.480	0.000	1.480
1,2,3,4	IDA	<b>X</b>	<b>X</b>	2.000				2.000	0.000	2.000
1	Public Works, Roads	<b>X</b>		1.250				1.250	0.000	1.250
1,2,4	Recreation	<b>X</b>	<b>X</b>	0.650				0.650	0.000	0.650
1	Parks	<b>X</b>		0.100				0.100	0.000	0.100
1	Effingham Gateway	<b>X</b>		1.100				1.100	0.000	1.100
1	Research Forest	<b>X</b>		1.100				1.100	0.000	1.100
1	Interstate 16	<b>X</b>		1.100				1.100	0.000	1.100
								0.000	0.000	0.000
								0.000	0.000	0.000
								0.000	0.000	0.000
	<b>CID/BID:</b>									
								0.000		0.000
								0.000		0.000
								0.000		0.000
								0.000		0.000

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2023

\_\_\_\_\_  
Date\_\_\_\_\_  
Chairman, Board of County Commissioners

## Staff Report

**Subject:** Champions Day Proclamation  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration to approve a Proclamation celebrating October 20, 2023 as Effingham Bulldogs Champions Day

### Summary Recommendation:

Staff recommends approval of the request.

### Executive Summary:

A request was received from Coach Roy Griffin for the Board of Commissioners to acknowledge by proclamation the championship accomplishment by the 9<sup>th</sup> and 10<sup>th</sup> grade boys' recreation basketball team.

### Background:

The Effingham Bulldogs won the USSSA National Championship in Tampa, FL on July 2, 2023. The 9<sup>th</sup> grade roster consists of 13 team members, (not including Head Coach, Roy Griffin and Assistant Coaches – Damion Gordon, Dante Griffin and Johnnie Holmes.) The 10<sup>th</sup> grade roster consists of 12 team members, (not including Head Coach Antonio Williams and Assistant Coaches – Darrel Collier and Fallon Mincey)

### Alternatives for Commission to Consider:

1. Approve a Proclamation celebrating October 20, 2023 as Effingham Bulldogs Champions Day
2. To not approve the Proclamation.

**Recommended Alternative:** Staff recommends Alternative 1

**Other Alternatives:** N/A

**Department Review:** Administration

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

### Attachments:

1. Proclamation

# PROCLAMATION

## Effingham Champions Day- USSSA National Championship Friday, October 20, 2023

WHEREAS, the youth of Effingham County Recreation & Parks 9<sup>th</sup> and 10<sup>th</sup> grade basketball team is deserving of recognition. The Effingham Bulldogs won the USSSA National Championship in Tampa, FL on July 2, 2023.

### UNITED STATES SPECIALITY SPORTS ASSOCIATION BASEBALL NATIONAL CHAMPIONS

#### 10<sup>th</sup> GRADE BOYS ROSTER

Jabari Griffin	Cleveland Rougier	Nelson Rivera
Lamar Roberts	Micah Faith	Harrison Crofts
Damion Gordon	Zach Gant	Corey Coppock
Jaylen Holmes	Corbin McGuire	Johnathan Pickering

#### Head Coach – Roy Griffin

Assistant Coaches – Damion Gordon, Dante Griffin, Johnnie Holmes

#### 9<sup>th</sup> GRADE BOYS ROSTER

Antonio Williams Jr.	Joshua Mincey	Meechie Brown
Danye Garvin	Alijah McField	Lonnie Brown
Hayden Lloyd	Antwan Parham	Reese Adams
Earl Williams Jr.	Gracen Ambrose	Alex Chancey
	Anthony Davis Jr.	

#### Head Coach – Antonio Williams

Assistant Coaches – Darrel Collier and Fallon Mincey

WHEREAS, the spirit and enthusiasm for athletic competition will be inspired by the recognition of the achievements in our county; and

WHEREAS, our young people will see and hear of this honor fueling their desire to achieve the same kind of excellence; and

WHEREAS, the rarity with which this kind of achievement occurs merits some acknowledgement of appreciation; and

WHEREAS, local citizens, businesses and organizations shall celebrate Effingham County Recreation for its commitment to young people and these special honorees of Effingham County for their dedication, commitment, and distinction in their arena of sport;

NOW, THEREFORE, in full appreciation for the amazing accomplishment attained by the youth of this county and the honor brought to each member of this county by their perseverance and performance in the 2023 USSSA National basketball season proclaim that October 20, 2023 be known as, “EFFINGHAM CHAMPIONS DAY” and call upon the citizens of this community to observe this day in a proper manner honoring these young athletes.

On this 17<sup>th</sup> day of October, in the year of our Lord two thousand and twenty-three.

\_\_\_\_\_  
Wesley Corbitt – Chairman  
Chairman at Large

\_\_\_\_\_  
Forrest Floyd – District 1  
Commissioner

\_\_\_\_\_  
Roger Burdette – District 2  
Commissioner

\_\_\_\_\_  
Jamie DeLoach – District 3  
Commissioner

\_\_\_\_\_  
Reggie Loper – District 4  
Commissioner

\_\_\_\_\_  
Phil Keiffer – District 5  
Commissioner

## Staff Report

**Subject:** Rezoning (First District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** **Eleanor L. Kent** requests to **rezone** 6.7 acres from **AR-1** to **AR-2** to allow for creation of 3 home sites. Located at 1091 4<sup>th</sup> Street Ext. **[Map# 319 Parcel# 26]**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.7 acres from **AR-1** to **AR-2** to allow for the creation of 3 home sites, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to create 3 home sites for her children.
- The newly created lots will be approximately 1 acre each, with the remainder for use by the applicant.
- Because none of the 4 proposed lots will meet the 5-acre minimum required for AR-1, the entire acreage must be rezoned.
- There are multiple non-conforming AR-1 lots of the approximate size proposed by the applicant in the immediate area.
- The applicant has been advised by Staff that all lots must be approved by Environmental Health prior to development, individual well and septic systems require 1 acre (after easement) of buildable land.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
  - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
    - The applicant proposes 3 new residences.
    - No applicable agencies have submitted comment or concern with regards to additional burden.
  - *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?*
    - The property will have direct or limited easement access to 4<sup>th</sup> Street Extension.
  - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
    - The property is currently used as residential home in the AR-1 zoning district.
  - *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?*
    - The property is adjacent to multiple AR-1 parcels, AR-2 allows for similar land use.
    - Many of the adjacent properties are owned by the applicant.
    - The primary use of existing and proposed lots as residences will remain unchanged.
  - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
    - The zone change should not impact nearby properties.
  - *Do other conditions affect the property so as to support a decision against the proposal?*
    - Staff has not identified any such conditions.



- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion for approval of the condition:
  1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.
- At the October 3, 2023 meeting, concern was presented for the rezoning due to the applicant clear cutting the existing vegetative buffer.
- Commissioner Forest Floyd made a motion to table the item to the October 17, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Roger Burdette, and carried unanimously.

### Alternatives

**1. Approve** the request to **rezone** 6.7 acres from **AR-1** to **AR-2**, with the following conditions:

1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with Staff to develop a plan to replant the vegetative buffer.

**2. Deny** the request for to **rezone** 6.7 acres from **AR-1** to **AR-2**

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

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

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

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

Applicant/Agent: Eleanor L. KentApplicant Email Address: mineellyn54@yahoo.comPhone # 912 663-3610Applicant Mailing Address: 155 Village Lake DriveCity: Pooler State: GA Zip Code: 31322

Property Owner, if different from above: \_\_\_\_\_

*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): same as above

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

Owner's Mailing Address: same as above

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

Property Location: 1091 4th Street ExtensionProposed Road Access: same as abovePresent Zoning of Property: AR-1 Proposed Zoning: ~~AR-1~~ AR-2Tax Map-Parcel # 031900<sup>26</sup>~~28~~ Total Acres: 6.7 Acres to be Rezoned: ~~3 acres~~ 6.7 acres

Lot Characteristics: \_\_\_\_\_

**WATER**☒ Private Well☐ Public Water System

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

**SEWER**☒ Private Septic System☐ Public Sewer System

Justification for Rezoning Amendment: \_\_\_\_\_

List the zoning of the other property in the vicinity of the property you wish to rezone: N/ANorth AR-1 South AR-1 East AR-1 West AR-1

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

The current use of the property is vacant land.

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

The current reasonable economic use is valued at \$40,000 according to Effingham Tax Commissioner,

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

After rezoning the land will be surveyed for 3 acres of living space.

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

The uses of the other property in the vicinity are single family units

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 use will allow for single family (3) units on the property

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

The proposed zoning change will result in single family homes.

Applicant Signature: Cleaner Lixent Date \_\_\_\_\_



Site Plan/Sketch

Ike  
1 acre

1 acre

Access  
Micah

1 acre

David

Wanna Access

1091

4th Street Extension



STATE OF GEORGIA

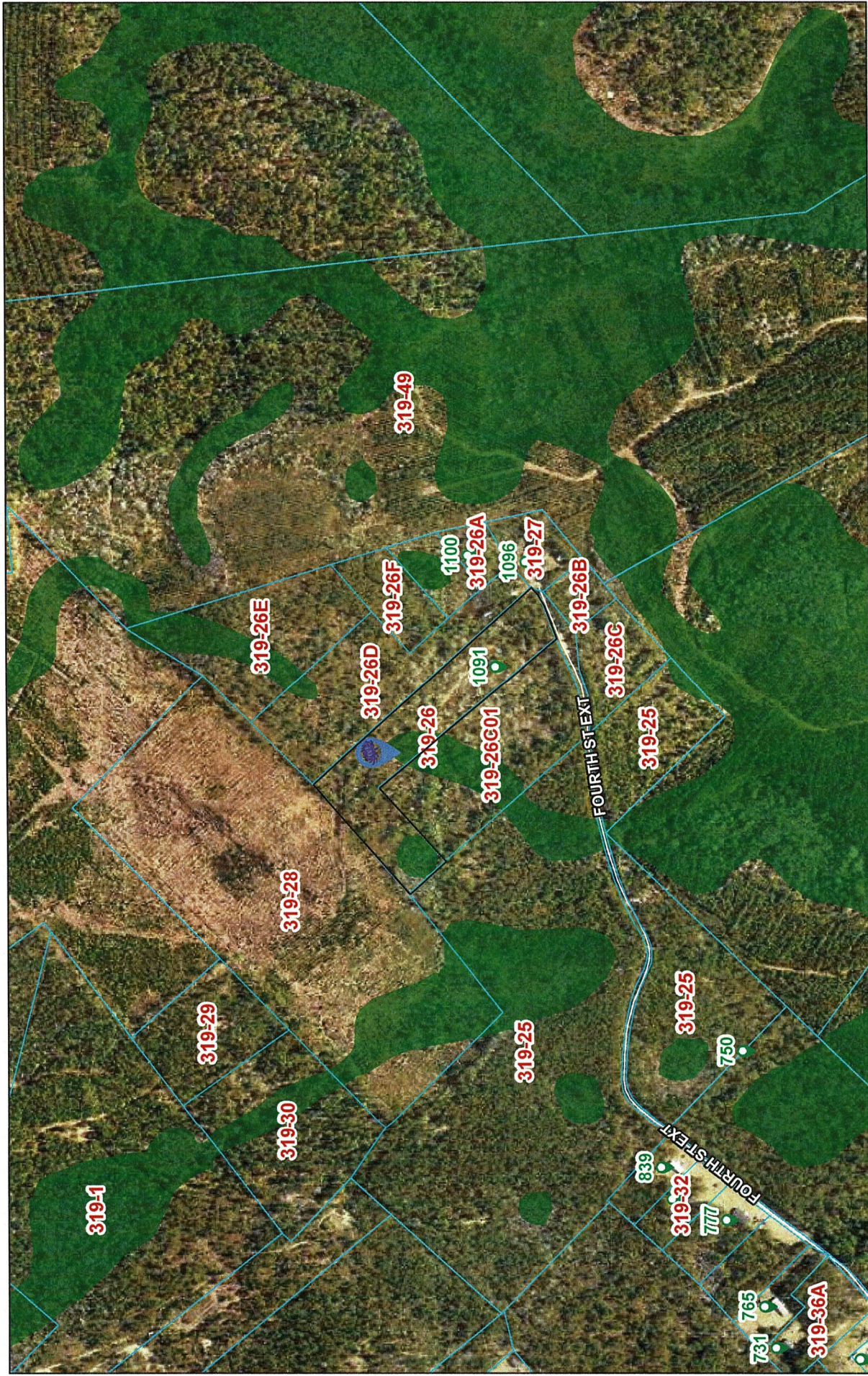


# 1091 Fourth Street Ext





# 319-26 / 1091 Fourth Street Ext



8/14/2023

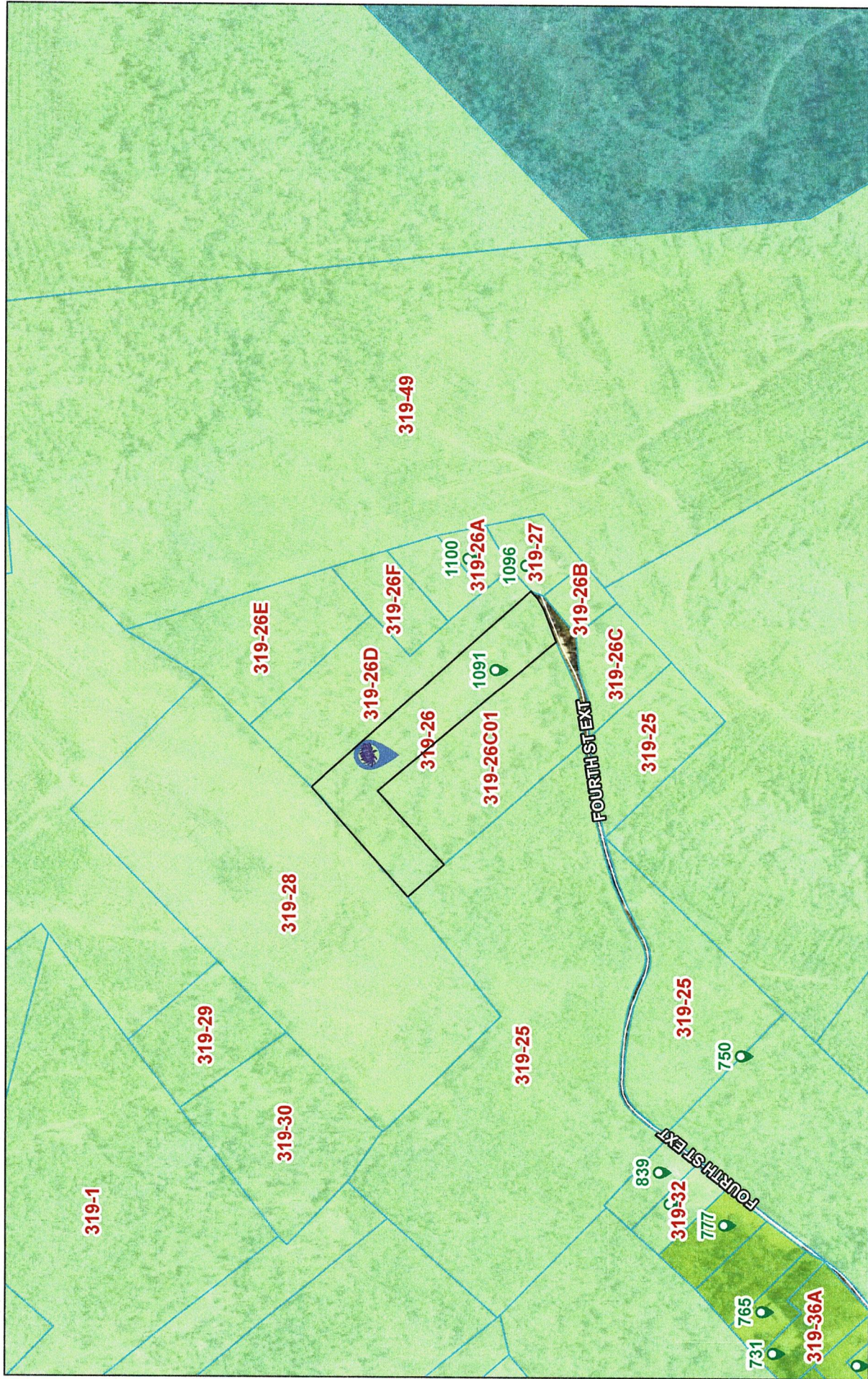
- Address Points
- Tax Parcel Labels
- Tax Parcels
- Wetlands
- Freshwater Forested/Shrub Wetland

FEMA Flood Zone  
X, AREA OF MINIMAL FLOOD HAZARD

1:7,899  
0 0.05 0.1 0.2 mi  
0 0.07 0.15 0.3 km  
Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap,  
USGS, MET/NASA, EPA, USDA



# 319-26 / 1091 Fourth Street Ext



8/14/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- AR-2
- AR-1
- R-6
- Effingham County Zoning
- AR-2 Efn\_fin\_cache
- R-6
- Red: Band\_1
- Green: Band\_2

1:7,899

0 0.05 0.1 0.15 0.2 mi  
0 0.07 0.15 0.3 km  
Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Internap,  
USGS, METI/NASA, EPA, USDA

Item XI. 4.



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Eleanor Kent** – (Map # 319 Parcel # 26) 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?

#10-Ryan

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 **Eleanor Kent – (Map # 319 Parcel # 26)** 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?

#10-Alan



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 **Eleanor Kent – (Map # 319 Parcel # 26)** 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?

#10 - Dave

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 **Eleanor Kent** – (Map # 319 Parcel # 26) 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 P&H

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Eleanor Kent – (Map # 319 Parcel # 26)** from **AR-1** to **AR-2** zoning.

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

P&H

#10- Peter

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** **Eleanor L. Kent** requests to **rezone** 6.7 acres from **AR-1** to **AR-2** to allow for creation of 3 home sites. Located at 1091 4<sup>th</sup> Street Ext. **[Map# 319 Parcel# 26]**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.7 acres from **AR-1** to **AR-2** to allow for the creation of 3 home sites, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to create 3 home sites for her children.
- The newly created lots will be approximately 1 acre each, with the remainder for use by the applicant.
- Because none of the 4 proposed lots will meet the 5-acre minimum required for AR-1, the entire acreage must be rezoned.
- There are multiple non-conforming AR-1 lots of the approximate size proposed by the applicant in the immediate area.
- The applicant has been advised by Staff that all lots must be approved by Environmental Health prior to development, individual well and septic systems require 1 acre (after easement) of buildable land.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
  - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
    - The applicant proposes 3 new residences.
    - No applicable agencies have submitted comment or concern with regards to additional burden.
  - *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?*
    - The property will have direct or limited easement access to 4<sup>th</sup> Street Extension.
  - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
    - The property is currently used as residential home in the AR-1 zoning district.
  - *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?*
    - The property is adjacent to multiple AR-1 parcels, AR-2 allows for similar land use.
    - Many of the adjacent properties are owned by the applicant.
    - The primary use of existing and proposed lots as residences will remain unchanged.
  - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
    - The zone change should not impact nearby properties.
  - *Do other conditions affect the property so as to support a decision against the proposal?*
    - Staff has not identified any such conditions.

- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion for approval of the condition:
  1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.
- At the October 3, 2023 meeting, concern was presented for the rezoning due to the applicant clear cutting the existing vegetative buffer.
- Commissioner Forest Floyd made a motion to table the item to the October 17, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Roger Burdette, and carried unanimously.

### Alternatives

**1. Approve** the request to **rezone** 6.7 acres from **AR-1** to **AR-2**, with the following conditions:

1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with Staff to develop a plan to replant the vegetative buffer.

**2. Deny** the request for to **rezone** 6.7 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



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

319-26

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

319-26

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ELEANOR L. KENT has filed an application to rezone six and seventy hundredths (6.7) +/- acres; from AR-1 to AR-2 to allow for the creation of three home sites; map and parcel number 319-26, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on October 3, 2023 and notice of said hearing having been published in the Effingham County Herald on September 8, 2023; 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 August 23, 2023; and

IT IS HEREBY ORDAINED THAT six and seventy hundredths (6.7) +/- acres; map and parcel number 319-26, located in the 3rd commissioner district is rezoned from AR-1 to AR-2 to allow for the creation of three home sites, with the following condition:

1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with staff to develop a plan to restore the vegetative buffer.

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 (First District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** **Joao Batista** requests a **conditional use** for a **rural business**. Located at 174 Noel C. Conaway Road. **[Map# 352 Parcel #56]**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a **conditional use** for a **rural business**.

### 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**. Conditional use: rural business requirements include consideration of:
  - Intent – the proposed business use is “fleet parking” for four boom truck cranes and storage of an EPD approved 1,000 gallon diesel tank.
  - Primary land use – the applicant has not provided proof of residence.
  - Structure – the business-related structure in site is an open pole barn – type shelter.
  - Public Road Frontage – the property has frontage on Noel C. Conaway Road.
  - Acreage (3 minimum) – the property is 1.9 acres. The applicant is requesting to include to that acreage, 1.5 acres belonging an adjacent property (which he also owns. Similar considerations have been granted to past rural business applications however, in those instances the adjacent land was vacant. In this situation there is a dwelling on the property.
- The cranes and diesel tank are visible from the road.
- The applicant’s business operations are based from the applicant’s dwelling in Brookfield subdivision in Guyton.
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion to approve with the following conditions:
  1. The applicant shall provide proof of residence.
  2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
  3. A copy of GDOT approval for commercial access to/from GA Hwy 30 shall be provided to Development Services prior to the issuance of a business license.
  4. The applicant shall install screening to create a visual barrier from all business elements. This screening shall be approved by Development Services prior to installation and verified after installation.
- And the added condition:
  5. The fleet shall not expand beyond four vehicles on property.
- The motion was seconded by Peter Higgins, and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Forest Floyd made a motion to table the item to the October 17, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Roger Burdette and carried unanimously.

### Alternatives

1. **Approve** the request of a **conditional use** for a **rural business**, with the following conditions:
  1. The applicant shall provide proof of residence.
  2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).

3. A copy of GDOT approval for commercial access to/from GA Hwy 30 shall be provided to Development Services prior to the issuance of a business license.
4. The applicant shall install screening to create a visual barrier from all business elements. This screening shall be approved by Development Services prior to installation and verified after installation.
5. The fleet shall not expand beyond four vehicles on property.

**2. Deny** the request of a **conditional use** for a **rural business**.

**Recommended Alternative:** 2

**Other Alternatives:** 1

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Conditional Use application

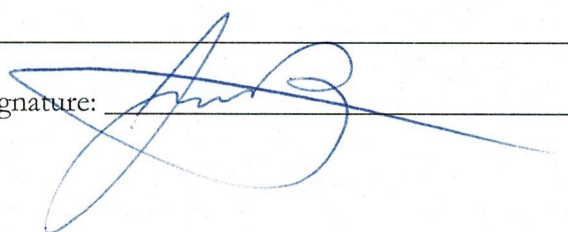
2. Aerial photograph 3. Deed

**ATTACHMENT A - CONDITIONAL USE APPLICATION**Application Date: 8/11/23Applicant/Agent: Batista Crane and Rigging, LLCApplicant Email Address: batistacraneandrigging@gmail.comPhone # (912) 604-0917Applicant Mailing Address: 105 Brookfield PlaceCity: Gwynn State: GA Zip Code: 31312

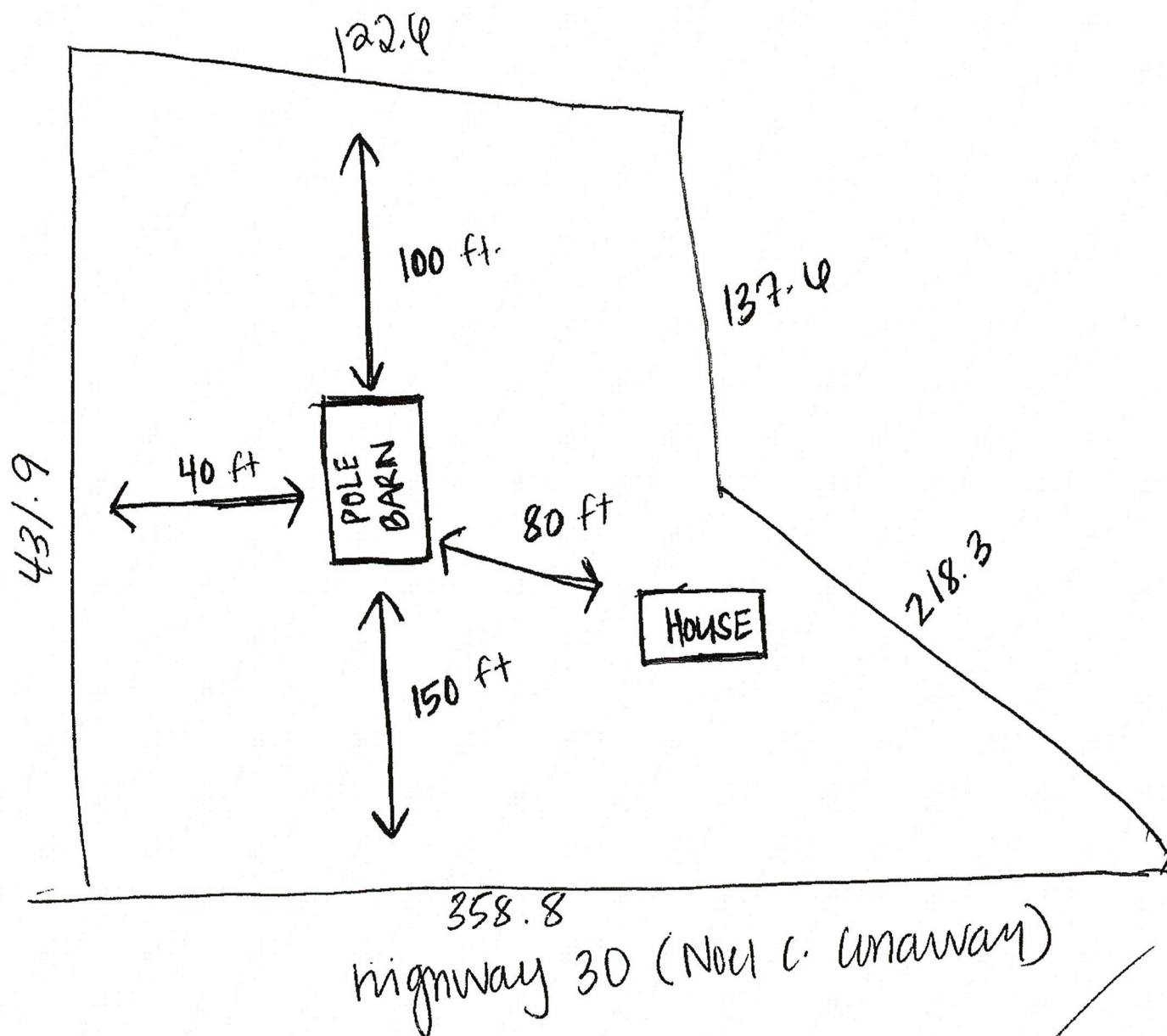
Property Owner, if different from above: \_\_\_\_\_

*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): batistacraneandrigging@gmail.comPhone # (912) 604-0917Owner's Mailing Address: 105 Brookfield PlaceCity: Gwynn State: GA Zip Code: 31312Property Location: Noel C. CanawayPresent Zoning of Property AR-2 Tax Map-Parcel # 352-55  
352-56 Total Acres 3.4**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: parking of boom trucks on property  
near pole barn. Have a boom truck crane business  
need to be able to park in an AR-2 Zoning area.

How does request meet criteria of Section 7.1.6 (see Attachment C): \_\_\_\_\_

Applicant Signature:  Date 08/11/2023



Address:

174 Nol C. Conway Rd  
Guntton, GA 31312



# 352-55 & 56 / Noel C Conaway Road



8/11/2023

- Address Points
- Roads
- Tax Parcel Labels
- Wetlands
- Tax Parcels
- Freshwater Forested/Shrub Wetland

FEMA Flood Zone

X, AREA OF MINIMAL FLOOD HAZARD

1:1,975

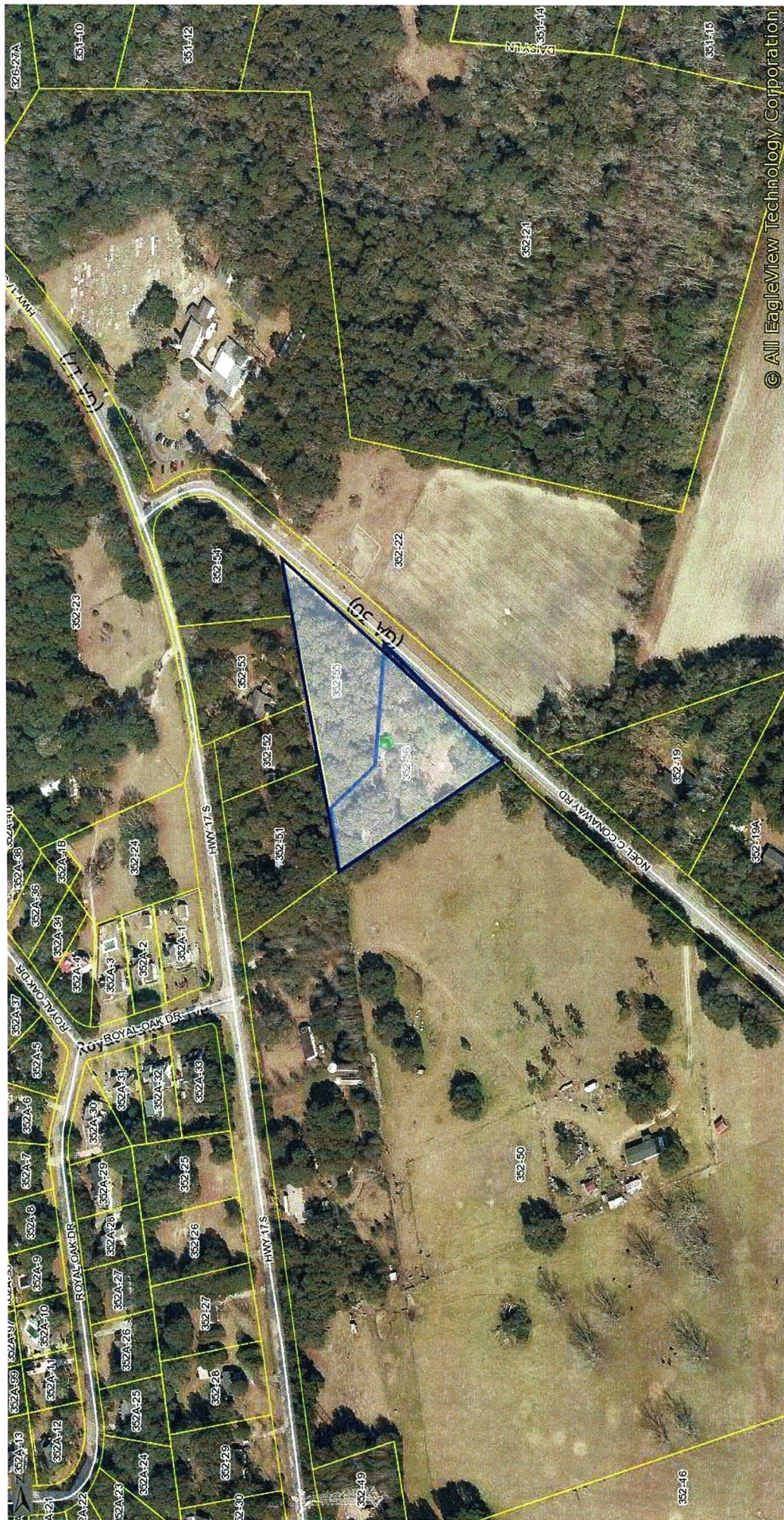
0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 ft

Item XI. 6.  
Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, Mapbox, OpenStreetMap contributors, Swatch, and the U.S. Geological Survey, USGS, EPA, USDA



# Noel C Conaway Rd





# 352-55 & 56 / Noel C Conaway Road



8/11/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Effingham County Zoning
- R-1
- R-3
- Efn\_fm\_cache
- Red: Band\_1
- Green: Band\_2

1:3,950  
0 0.03 0.06 0.09 0.11 mi  
0 0.04 0.09 0.18 km  
Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** **Joao Batista** requests a **conditional use** for a **rural business**. Located at 174 Noel C. Conaway Road. [Map# 352 Parcel #56]

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a **conditional use** for a **rural business**.

### 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**. Conditional use: rural business requirements include consideration of:
  - Intent – the proposed business use is “fleet parking” for four boom truck cranes and storage of an EPD approved 1,000 gallon diesel tank.
  - Primary land use – the applicant has not provided proof of residence.
  - Structure – the business-related structure in site is an open pole barn – type shelter.
  - Public Road Frontage – the property has frontage on Noel C. Conaway Road.
  - Acreage (3 minimum) – the property is 1.9 acres. The applicant is requesting to include to that acreage, 1.5 acres belonging an adjacent property (which he also owns. Similar considerations have been granted to past rural business applications however, in those instances the adjacent land was vacant. In this situation there is a dwelling on the property.
- The cranes and diesel tank are visible from the road.
- The applicant’s business operations are based from the applicant’s dwelling in Brookfield subdivision in Guyton.
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion to approve with the following conditions:
  1. The applicant shall provide proof of residence.
  2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
  3. A copy of GDOT approval for commercial access to/from GA Hwy 30 shall be provided to Development Services prior to the issuance of a business license.
  4. The applicant shall install screening to create a visual barrier from all business elements. This screening shall be approved by Development Services prior to installation and verified after installation.
- And the added condition:
  5. The fleet shall not expand beyond four vehicles on property.
- The motion was seconded by Peter Higgins, and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Forest Floyd made a motion to table the item. The motion was seconded by Commissioner Roger Burdette and carried unanimously.

### Alternatives

1. **Approve** the request of a **conditional use** for a **rural business**, with the following conditions:
  1. The applicant shall provide proof of residence.
  2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).

3. A copy of GDOT approval for commercial access to/from GA Hwy 30 shall be provided to Development Services prior to the issuance of a business license.
4. The applicant shall install screening to create a visual barrier from all business elements. This screening shall be approved by Development Services prior to installation and verified after installation.
5. The fleet shall not expand beyond four vehicles on property.

**2. Deny** the request of a **conditional use** for a **rural business**.

**Recommended Alternative:** 2

**Other Alternatives:** 1

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

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

352-56

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

352-56

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JOAO BATISTA has filed an application for conditional use, to allow for a rural business; map and parcel number 352-56, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on October 3, 2023 and notice of said hearing having been published in the Effingham County Herald on September 8, 2023; 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 August 23, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use is approved; map and parcel number 352-56, located in the 1<sup>st</sup> commissioner district, to allow for a rural business, with the following conditions:

1. The applicant shall provide proof of residence.
2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
3. A copy of GDOT approval for commercial access to/from GA Hwy 30 shall be provided to Development Services prior to the issuance of a business license.
4. The applicant shall install screening to create a visual barrier from all business elements. This screening shall be approved by Development Services prior to installation and verified after installation.
5. The fleet shall not expand beyond four vehicles on property.

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:** Retired Educators Day Proclamation  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration to approve a Proclamation celebrating November 5, 2023 as Retired Educators Day

### Summary Recommendation:

Staff recommends approval of the request.

### Executive Summary:

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

### Background:

Governor Kemp proclaims Sunday, November 5, 2023 as Retired Educators Day in Georgia

According to reports there are approximately 142,000 retired educators in Georgia, 32,000 of those retirees belong to the Georgia Retired Educators Association.

### Alternatives for Commission to Consider:

1. Approve a Proclamation celebrating November 5, 2023 as Retired Educators Day
2. To not approve the Proclamation.

**Recommended Alternative:** Staff recommends Alternative 1

**Other Alternatives:** N/A

**Department Review:** Administration

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

### Attachments:

1. Proclamation\_county
2. Proclamation-Gov. Kemp

# BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA



**WHEREAS:** The Governor of the State of Georgia has proclaimed the day of Sunday, November 5, 2023, as Retired Educators Day in Georgia; and

**WHEREAS:** There are more than 142,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and

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

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

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

**THEREFORE:** I, Chairman of Effingham do hereby proclaim the day of November 5, 2023, as "RETIRED EDUCATORS DAY" and I call upon the citizens of \_\_\_\_\_ to observe that day in an appropriate manner honoring retired educators.

Given unto my hand and seal at Effingham County Georgia, on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, 2023.

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

**ATTESTED BY:**

\_\_\_\_\_  
Stephanie Johnson, County Clerk



BY THE GOVERNOR OF THE STATE OF GEORGIA

## A PROCLAMATION

### RETIRED EDUCATORS' DAY

- WHEREAS:** More than 142,000 retired educators have devoted their time and talents to public education in our state, fostering the academic development of millions of citizens in the State of Georgia; and
- WHEREAS:** Retired educators touched and influenced the lives of generations of young people, motivating and inspiring their students to use their innate talents and abilities to the fullest, prompting them to become responsible, contributing citizens; and
- WHEREAS:** Retired educators possess valuable knowledge and are able to use their vast experience and skill to enrich the education process in varied settings, often continuing to be a major source of insight and direction in education for our state and nation; and
- WHEREAS:** For sixty-five years, the Georgia Retired Educators Association has dedicated its efforts to improving the welfare of retired educators, and it has provided opportunities for them to become involved in community activities; and
- WHEREAS:** On Retired Educators Day, the State of Georgia recognizes these individuals for their time and commitment to bettering our country, and encourages Georgians to express their gratitude for the work done by retired educators; now
- THEREFORE:** I, BRIAN P. KEMP, Governor of the State of Georgia, do hereby proclaim November 5, 2023, as RETIRED EDUCATORS' DAY in Georgia.

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



*B. P. Kemp*

GOVERNOR

ATTEST

*Manton Kipertovich*

CHIEF OF STAFF



**Subject:** Sketch Plan (Third District)  
**Author:** Chelsie Fernald, Planner II  
**Department:** Development Services  
**Meeting Date:** October 10, 2023  
**Item Description:** **Wesley Sherrod** request approval of a **sketch plan** for “Sperry Storage Facility.” Located at 1360 Highway 21 North, zoned **B-1**. **[Map# 366 Parcel# 39A]**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Sperry Storage Facility.”

### Executive Summary/Background

- The request for approval of a sketch plan is a requirement of 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 June 6, 2023 Board of Commissioners meeting, this parcel was rezoned to B-1 for the application to develop an event rental site.
- At the same Board of Commissioners meeting, the Conditional Use was approved to allow the event rental business to operate in the B-1 zoning.
- The proposed development shows a 60’ existing access easement, however access will be to Highway 21 and a GDOT permit will be required.
- Buffers surrounding the property are 30’ vegetative buffers per the Effingham County Ordinance, as the surrounding parcels are residentially zoned.
- The Sketch Plan shows a 10’ vegetative buffer along Highway 21 per Effingham County Code of Ordinances,  
**3.4.2 Adjacent public street buffers:**  
*All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single family subdivisions a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision.*  
*Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street.*
- The Sketch Plan does show two buildings, the first is 10,000 sq. ft. and the second is 8,000 sq. ft., due to exceeding the 5,000sq ft. impervious surface threshold, stormwater regulations are required.
- The proposed development meets the parking requirements per Effingham County Code of Ordinances: Wholesale and warehouse requires 1 parking space for each employee, plus 1 for each 50 square foot of retail sales or service. This development will have 10 employees with the required 5 parking spaces; 4 regular spaces and 1 van accessible space.

### Alternatives

#### 1. Approve the **sketch plan** for “Sperry Storage Facility.”

1. Site Development Plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34 Flood Damage Prevention.
2. All wetland impacts must be approved and permitted by USACE.
3. Approval from GDOT for access to Highway 21 will be required during Site Development Plan review process.

#### 2. Deny the **sketch plan** for “Sperry Storage Facility.”

**Recommended Alternative: 1**

**Other Alternatives: 2**

*Item XII. 2.*

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Sketch Plan Application 2. Sketch Plan 3. Aerial Photograph







# EFFINGHAM COUNTY

## SKETCH PLAN SUMITTAL FORM

### OFFICIAL USE ONLY

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Sperry Storage Facility

Name of Applicant/Agent Wesley Sherrod, P.E. Phone 912-764-7722

Company Name Parker Engineering, LLC

Address 36 Courtland St. Suite B Statesboro, GA 30458

Owner of Record Andrew McCoy Phone (843) 422-5442

Address 2779 N Hwy 119 Springfield GA 31329

Engineer Wesley Parker, P.E. Phone 912-764-7722

Address 36 Courtland St. Suite B Statesboro, GA 30458

Surveyor Wilder, Stone, & Zipperer Land Surveyors, Inc. Phone 912-826-5412

Address PO Box 1490 Rincon, GA 31326

Proposed water well Proposed sewer septic

Total acreage of property 7.11 Acreage to be divided N/A Number of Lots Proposed 1

Current Zoning B1 Proposed Zoning B1 Tax map – Block – Parcel No \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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 4th day of October, 2023.

Notary

Wesley Sherrod  
Applicant

Authentisign

Andrew McCoy  
Owner

10/04/2023

1:45 PM

10/4/2023 1:45:42 PM EDT



# 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>	
<input checked="" type="checkbox"/>	1. Proposed name of development.
<input checked="" type="checkbox"/>	2. Names, addresses and telephone numbers of owner and applicant.
<input checked="" type="checkbox"/>	3. Name, address and telephone number of person or firm who prepared the plans.
<input checked="" type="checkbox"/>	4. Graphic scale (approximately 1"=100') and north arrow.
<input checked="" type="checkbox"/>	5. Location map (approximately 1" = 1000').
<input checked="" type="checkbox"/>	6. Date of preparation and revision dates.
<input type="checkbox"/>	7. Acreage to be subdivided.
<b>(b) Existing Conditions:</b>	
<input checked="" type="checkbox"/>	1. Location of all property lines.
<input checked="" type="checkbox"/>	2. Existing easements, covenants, reservations, and right-of-ways.
<input checked="" type="checkbox"/>	3. Buildings and structures.
<input checked="" type="checkbox"/>	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
<input checked="" type="checkbox"/>	5. Existing utilities including water, sewer, electric, wells and septic tanks.
<input checked="" type="checkbox"/>	6. Natural or man-made watercourses and bodies of water and wetlands.
<input checked="" type="checkbox"/>	7. Limits of floodplain.
<input checked="" type="checkbox"/>	8. Existing topography.
<input checked="" type="checkbox"/>	9. Current zoning district classification and land use.
<input checked="" type="checkbox"/>	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>	
<input type="checkbox"/>	1. Layout of all proposed lots.
<input checked="" type="checkbox"/>	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
<input checked="" type="checkbox"/>	3. Proposed zoning and land use.
<input type="checkbox"/>	4. Existing buildings and structures to remain or be removed.
<input checked="" type="checkbox"/>	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
<input checked="" type="checkbox"/>	6. Proposed retention/detention facilities and storm-water master plan.

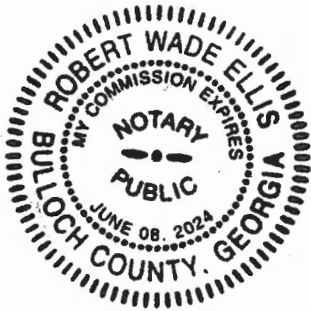


<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).	Item XII. 2.
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.	

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

This 4th day of October, 2023  
[Signature]  
Notary

[Signature]  
Applicant  
Andrew McCoy 10/04/2023 1:45 PM  
OWSPE2023 1:45:41 PM EDT



## Staff Report

**Subject:** Ordinance Revision  
**Author:** Steve Candler, Director  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration of an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article III – Buffers**.

### Summary Recommendation

Staff is rewriting the entire zoning ordinance. The request was made to prioritize the section referencing buffers, 3.4-3.45. The information gathered from the Board of Commissioner's retreat and the multiple workshops have been incorporated into this ordinance update.

### Executive Summary/Background

- Based on feedback from the workshop and the Commissioner's retreat, staff has adjusted the buffers ordinance revision to reflect the input given.
- The berm slope has been changed to a minimum of 4:1 where before it was a maximum.
- The total area of natural undisturbed buffer is 35' and if the base of the berm is expanding, that expansion will be into the property and not into the 35' of natural undisturbed buffer.
- The buffer table has been updated to reflect 30' buffers between residentially zoned parcels, as opposed to 15' buffers. While mixed-use zoned parcels will buffer 30' as oppose to 20' to residentially zoned parcels.
- A bond requirement has been added for the berm in Commercial, Industrial, and PD developments. This bond will be 10% of the cost of construction as determined by EOM.
- The addition of fencing has been added for residentially zoned parcels and can allow for a reduction in the buffer by 10'.
- In residential subdivisions, the visual buffer shall have a minimum 50% opacity. The visual buffer may be no higher than six feet in height, except on main or collector street where buffer is a maximum height of twenty feet.
- Within required plant material, where trees do not already exist, the change is from every 30 linear feet to every 15 linear feet of buffer and at least two inches dbh.

### Alternatives

1. **Approve** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article III – General Provisions**:
2. **Deny** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article III – General Provisions**.

### Recommended Alternative: 1

### Other Alternatives: 2

**Department Review:** Development Services, County Manager

**FUNDING:** N/A

**Attachments:** 1. Consultant version of 3.4      2. Staff reviewed version of 3.4



## ARTICLE III. - GENERAL PROVISIONS

### 3.1 - Abandoned real property.

- 3.1.1 For any public street or alley which is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to the centerline of the property which is abandoned. In the event abandoned property is not divided at the centerline for abutting properties, the zoning districts applicable shall apply to such ownership line as determined by virtue of such abandonment.
- 3.1.2 For any public property other than streets or alleys, the regulations applicable to the zoning classification which abuts the abandoned property for the greatest number of linear feet shall apply to the entire property.

### 3.2 - Abandoned vehicles.

Within all zoning districts, except where specifically authorized, all vehicles which are inoperative and/or unlicensed shall not be abandoned in the public right-of-way or on private property in excess of 30 days during any consecutive 120-day period, except within a completely enclosed garage or other structure. For purposes of this section, the term "vehicle" includes farm and commercial vehicles, machinery, and equipment.

### 3.3 - Accessory structures in residential districts.

3.3.1 Accessory structures in the AR-1, AR-2, R and PD-R residential districts may be erected within a side or rear yard, provided they conform to the following:

- A. Maximum Height: one and a half (1.5) story or fifteen (15) feet above finished grade in the R and PD-R districts; thirty-five (35) feet in AR-1 and AR-2 districts.
- B. An accessory structure shall not be less than five (5) feet from the rear property line and not less than five (5) feet from interior side setback lines.
- C. An accessory structure shall not be less than ten (10) feet from a principal structure.
- D. Not more than two accessory structures, including a detached garage, shall be located in any R or PD-R district, on one lot.

3.3.2 Accessory structures in the AR-1 and AR-2 [ agricultural residential districts may be placed in the front yard on a property of at least five acres. All structures on the property must comply with the front setback requirements for a principal structure per the diagram below.

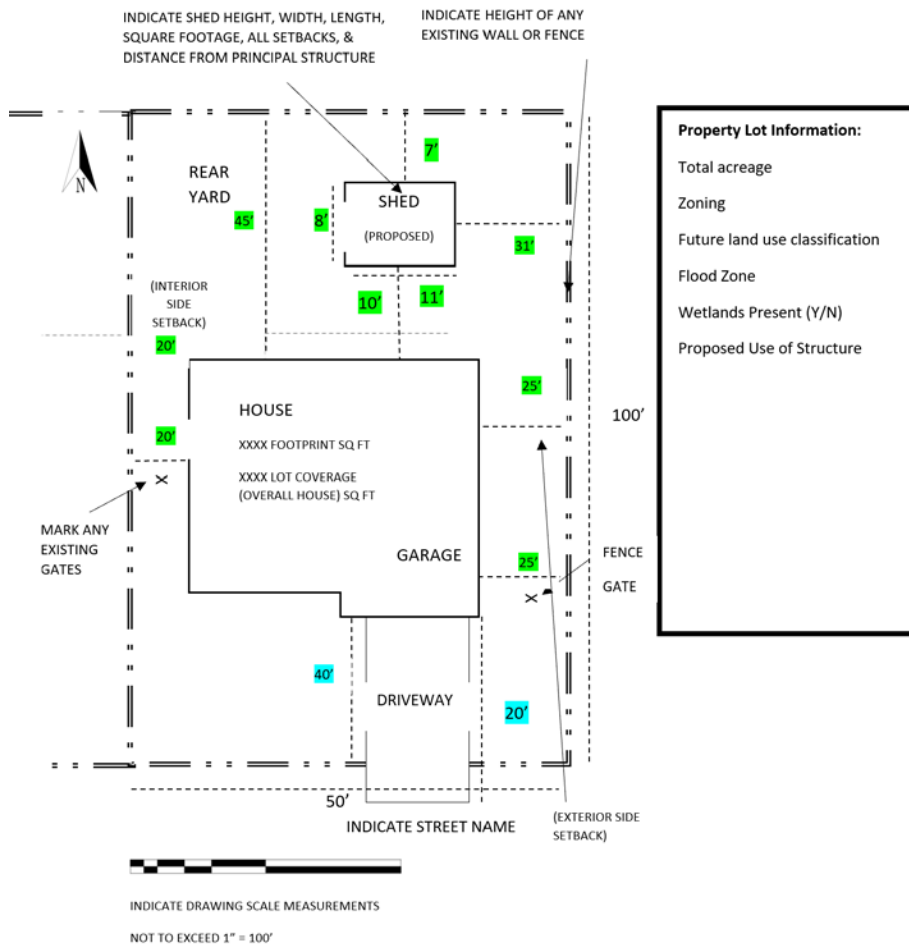
- A. Accessory structures shall not be erected on a lot prior to construction of a principal structure, except for agricultural purpose storage buildings in the AR-1 zoning district, where the property is at least five (5) acres, and not in a platted subdivision.
- B. Accessory structures in the R, PD-R, and AR zoning districts may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.
- C. An accessory structure shall not be used as a dwelling unit.

3.3.3. A shipping container may be utilized as an accessory building in an AR-1 and AR-2 zoning districts, provided it shall conform to the following:

- A. Containers shall be painted in solid neutral colors. No writing or advertising of any kind shall be permitted.

- B. Containers shall meet the required side and rear yard setback requirements for an accessory structure, and shall be placed no nearer than 10 feet from a primary structure.
- C. Containers shall not be placed in the front yard.
- D. Containers shall not be stacked above the height of a single container.
- E. Containers shall be subject to lot coverage requirements.
- F. Containers shall only be placed on AR-1 and AR-2 lots that meet the minimum lot size for the district.
- G. The number of shipping containers on AR-1 and AR-2 lots shall be limited to one (1) container per acre of land, to a maximum of five (5) containers on a parcel.
- H. No electricity or plumbing shall be connected to a shipping container.
- I. Ventilation is not required.
- J. No hazardous materials may be stored in a shipping container.
- K. Shipping containers shall be secured from entry by children and the general public when not attended.
- L. Shipping containers used for storage of equipment and supplies, and associated with an approved building construction project, shall be permitted to remain on site until the approval of the project's final building inspection, or expiration of the building permit, whichever is less.

# SITE PLAN EXAMPLE





### 3.4 - Buffers.

*Purpose and function:* To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for storm water; to make the environment more visually attractive; and to preserve the tree canopy in the county.

It is the intent of this ordinance that buffers be maintained and controlled so that the effects of the screening are not diminished.

#### 3.4.1 Buffer Design Standards:

- A. *Plant material:* Existing plant materials including understory vegetation in buffers shall be maintained whenever possible. AH trees over six ~~inches~~<sup>inches</sup> diameter at breast height (dbh) shall be retained. Additional planting may be required when existing plant material is inappropriate for screening. Additional landscaping may be added at the property owner's discretion.
- C. *Encroachment:* Buffer areas should remain natural. The following are the only permitted encroachments:
  1. Drainage ditches, utility and service lines provided that they are approximately perpendicular to the property line.
  2. Sidewalks and pathways that connect multiple parcels.
  3. Lighting fixtures.
  4. Signs.
  5. Flagpoles.
  6. Structural elements: Privacy fences or walls located in a buffer shall provide a minimum of two feet from the element to the exterior property line to allow for plant material.
  7. Landscaping retaining wall if integrated into the buffer and subject to approval by the zoning administrator.
  8. Berms, subject to the following standards if encroaching within a buffer:
    - a. ~~Maximum~~<sup>Minimum</sup> slope of 4:1 (see figure \_\_ below).
    - b. Maximum height of the berm shall be based on the width as provided below and shall be reduced by six feet for every one foot of berm height:
      - i. 25' high; 150' wide berm. 300' buffer – 150' berm=150' wide total buffer (including berm); of which 35 feet will be natural, undisturbed.
      - ii. 16' high; 100' wide berm. 300' buffer – 100' berm=200' wide total buffer (including berm)
      - iii. 10' high; 60' wide berm. 300' buffer – 60' berm=240' wide total buffer (including berm)
      - iii-iv. The height of the berm is measured perpendicular off the nearest adjacent property line using the natural grade, height cannot be determined by infill grade.

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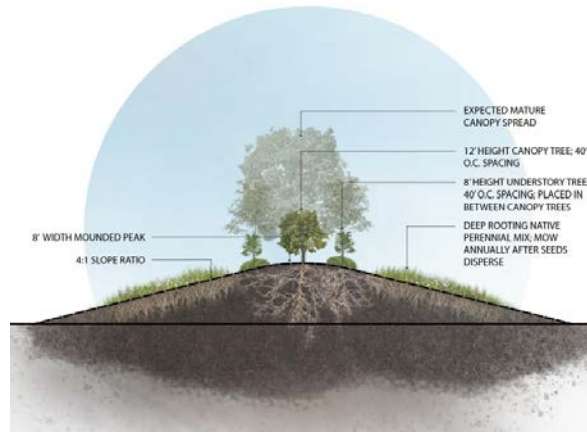
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C. Required setbacks shall be inclusive of buffers areas.

(Existing zoning)

	AR-1	AR-2	R-1	R-3	R-4	R-5	R-6	B-1	B-2	B-3	MXD	LI	HI
AR-1	15 ft	15 ft	15 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	150 ft	300 ft
AR-2	15 ft	15 ft	15 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	150 ft	300 ft
R-1	15 ft 30 ft	15 ft 30 ft	15 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
R-3	30 ft	30 ft	30 ft	15 ft	30 ft	30 ft	30 ft	20 ft	20 ft	20 ft	15 ft	150 ft	300 ft
R-4	15 ft 30 ft	15 ft 30 ft	15 ft 30 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
R-5	15 ft 30 ft	15 ft 30 ft	15 ft 30 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
R-6	15 ft 30 ft	15 ft 30 ft	15 ft 30 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
B-1	30 ft	30 ft	30 ft	20 ft	30 ft	30 ft	30 ft	15 ft	15 ft	15 ft	15 ft	50 ft	150 ft
B-2	30 ft	30 ft	30 ft	20 ft	30 ft	30 ft	30 ft	15 ft	15 ft	15 ft	15 ft	50 ft	150 ft
B-3	30 ft	30 ft	30 ft	20 ft	30 ft	30 ft	30 ft	15 ft	15 ft	15 ft	15 ft	50 ft	150 ft
MXD	20 ft 30 ft	20 ft 30 ft	20 ft 30 ft	15 ft	20 ft	20 ft	20 ft	15 ft	15 ft	15 ft	10 ft	150 ft	300 ft
LI	150 ft	150 ft	300 ft	150 ft	300 ft	300 ft	300 ft	50 ft	50 ft	50 ft	50 ft	25 ft	25 ft
HI	300 ft	300 ft	300 ft	300 ft	300 ft	300 ft	300 ft	150 ft	150 ft	150 ft	150 ft	25 ft	25 ft

If a privacy fence, material to be approved by Development Services, seven (7) feet in height, the adjacent buffer may be reduced by ten (10) feet-30 feet to 20 feet for residential required buffers only.

\* Subdivisions of less than five lots are exempt from buffer requirements when neighboring property is under the same ownership.

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D. The constructed berm shall have vegetative cover applied immediately post construction to assist in stabilization of the berm.

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Before final plat approval of a subdivision or sketch plan approval of a commercial, industrial or PD development, a bond shall be submitted to Development Services in the amount of ten (10) percent of the construction cost of the berm as determined by EOM.

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\*\*Adjacent Commercial, Institutional, and Industrial developments which are designed as a single development or share parking may reduce the buffer width by up to 50 percent between these parcels. If commercial property is developed with zero lot ~~lines~~lines, then the buffer between parcels shall be eliminated. At no time may buffers be reduced between Commercial, Institutional, or Industrial and Residential uses.

\*\*\* The required plant material portion of a buffer may be reduced by 50% when adjacent to agricultural or conservation areas if replaced by additional storm water management areas.

\*\*\*\*Industrial surface mines will follow the buffer requirements in **section 3.17.4**.

**3.4.2 Adjacent public street buffers:** All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single family subdivisions a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision.

- A. In cases where the adjacent public street is also the exterior boundary of the site, the buffer required in table **3.4.1** shall be inclusive of this ten-foot-wide landscaped buffer.
- B. Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street in the above chart.
- C. Street buffers for industrial property shall equal the required buffer for the use on the other side of the street in the above chart.
- D. ~~Single family, Residential~~ subdivisions shall have visual buffers consisting of either vegetative cover or fencing and shall have a minimum 50% opacity. If vegetation is used, it shall be projected to reach the required opacity within one year of installation and shall maintain the minimum required opacity during all seasons of the year. A visual buffer may be no higher than six feet in height, except on main or collector streets where the buffer is a maximum height of twenty (20) feet.
- E. PDs may have different buffer requirements: however, buffers are still required in all approved PDs. Please refer to PD ordinance in Article X.
- F. Where property lines run adjacent to federally designated interstate highways, regardless of zoning or proposed use, that section of the property is exempt from all buffer requirements along the property line with frontage on the interstate highway

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#### 3.4.3 Specific buffer requirements:

- A. *Buffers for adjacent vacant property.* When determining buffers for adjacent property, the property shall be classified based on the use allowed by right in the existing zoning district that would require the greatest buffer. The less intense use would not be required to meet the buffer requirement for the more intense use when adjacent to a non-conforming property.
- B. *Buffers at property line easement.* When a shared easement is located on a property line the required buffer shall be located on each side of the shared easement, so that 50% of the buffer is located on either side of the property line.



**C-. Mobile home perimeter landscaped buffer.** A natural or landscaped buffer not less than 30 feet in depth shall be provided around the entire perimeter of each mobile home park, mobile home subdivision and recreational vehicle park. The landscaped buffer shall be interrupted only where necessary to provide for vehicular and pedestrian access. It shall contain a visual screen consisting vegetation which have a minimum opacity of 75 percent to a height of not less than six feet. It shall be landscaped as set forth. Masonry or wooden fences meeting the requirements may be substituted along common property lines other than street right-of-way lines.

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#### 3.4.5 Required plant material:

- A. Where trees do not already exist they must be planted at a rate of one tree, at least two inches dbh, every 30 (15) linear feet of buffer. The following list specifies recommended trees for this area. For buffers greater than 30 feet in depth required tree planting must come from the large tree list.
- B. Buffers in industrial zones must include understory plantings at a rate of on three (3) gallon plant every five linear feet if sufficient understory foliage does not exist.

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Large Trees >50' Suitable for areas with more than 400 square feet of total planting area; in a planting strip at least 16' x 25' or 20' x 20'

Common/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Beech, American <i>Fagus grandifolia</i>	50-75' h 40-80' w	PS/FS	L	S	D	Native. Needs ample room above and below ground. Acid soil. Fruit attracts wildlife, no litter. Zones 4-9
Blackgum <i>Nyssa sylvatica</i>	65-75' h 25-35' w	PS/FS	H	S	D	Native. Soil pH below 6 best, texture tolerant, drought tolerant, wet soil tolerant. Fruit attracts wildlife, some litter. Zones 4-9
Cypress, bald <i>Taxodium distichum</i>	60-80' h	FS/PS	M	F	D	Native. Drought & wet tolerant. 'Knees' form in

	25-35' w					wet areas. Tolerates compaction. Zones 4-11
Cypress, pond <i>Taxodium ascendens</i>	50-60' h 50-60' w	PS/FS	H	F	D	Native. Soil adaptable below 7.5. Knobby 'knees' form in moist areas. Attracts wildlife. No litter. Zones 5-9
Hickory, pignut <i>Carya glabra</i>	50-65' h 30-40' w	PS/FS	M	M	D	Native. Soil texture adaptable. Drought tolerant. Nuts attract wildlife. Zones 4-9
Hickory, shagbark <i>Carya ovata</i>	60-80' h 25-35' w	PS/FS	H	S	D	Native. Soil texture adaptable. Abundant nuts attract wildlife. Shaggy bark attractive. Zones 4-8
Magnolia, Southern <i>Magnolia grandiflora</i>	60-80' h 30-40' w	PS/FS	M	M	E	Native. Soil adaptable. Bark is thin, protect from mechanical injury. White showy blooms in spring & summer. Good cultivars. Zones 7-9
Maple, Red <i>Acer rubrum</i>	60-75' h 25-35' w	PS/FS	H	F	D	Native. Prefers acidic soil, texture tolerant, wet tolerant. Bark is thin. Fruit attracts wildlife. Many cultivars. Zones 4-9
Oak, laurel/darlington <i>Quercus laurifolia</i>	60-70' h 50' w	PS/FS	H	F	SE	Native. Soil adaptable. Roots will heave sidewalks. Acorns attract wildlife, creates some litter. Zones 6-10

Oak, live <i>Quercus virginiana</i>	60-80' h 60-120' w	PS/FS	H	M	E	Native. Soil adaptable. Roots will eventually heave sidewalks. Good wind resistance. Some litter. Zones 8-10
Oak, shumard <i>Quercus shumardii</i>	60-80' h 40-50' w	FS	M	F	D	Native. Soil texture adaptable, acidic. Urban tolerant. Acorns attract wildlife. Some litter. Zones 5-9
Oak, southern red <i>Quercus falcata</i>	60-80' h 60-70' w	FS	M	M	D	Native. Acidic soil, all textures, urban tolerant. Fruit attracts wildlife, no significant litter. Zones 7-9
Oak, scarlet <i>Quercus coccinea</i>	60-75' h 45-60' w	FS	M	M	D	Native. Acidic soil, all textures. Needs ample root space. Nuts attract wildlife. Some litter. Zones 5-8
Oak, swamp chestnut <i>Quercus michauxii</i>	60-70' h 30-50' w	PS/FS	M	M	D	Native. Acidic soil, all textures, occasional wet. Leaf litter persistent, acorns for wildlife. Zones 6-9
Oak, white <i>Quercus alba</i>	60-100' h 60-80' w	PS/FS	H	M	D	Native. Acidic soil, all textures. Protect roots from disturbances. Nuts attract wildlife. Some litter. Zones 3-9
Oak, willow <i>Quercus phellos</i>	60-75' h 40-60' w	FS	M	F	D	Native. Acidic soil, all textures, occasional wet, drought, urban tolerant. Nuts attract



						wildlife. Some litter. Zones 5-9
Pine, loblolly <i>Pinus taeda</i>	50-80' h 30' w	FS	M	F	E	Native. Soil texture adaptable, acidic. Thick bark-resistant to fire. Needle drop prolific. Zones 6-9
Pine, longleaf <i>Pinus palustris</i>	60-80' h 30-40' w	FS	M	F	E	Native. Soil texture adaptable. Beautiful bark. Needle and cone drop prolific. Drought tolerant once established. Zones 7-10
Redcedar, eastern <i>Juniperus virginiana</i>	40-50' h 8-25' w	FS	H	F	E	Native. Soil pH and texture tolerant. Blue fruit attracts wildlife. Good wind break, urban tolerant. Zones 3-9
Sweetgum <i>Liquidambar styraciflua</i>	75' h 50' w	PS/FS	H	M	D	Native. Soil pH of 7.5 or less. Surface roots. Fruit attract wildlife, significant litter. Cultivar 'Rotundifolia' fruitless. Zones 5-9
Sycamore, American <i>Platanus occidentalis</i>	75-90' h 60-70' w	FS	L	F	D	Native. Soil pH and texture adaptable. Prefers moist soil. Roots may heave sidewalks. Showy bark. Zones 4-9
Tulip poplar <i>Liriodendron tulipifera</i>	80-120' h 25-40' w	FS	H	F	D	Native. Acidic soil, occasional wet. Avoid drought & salt. Showy greenish-yellow blooms in spring. Some leaf

						drop in high heat. Zones 4-9
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KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

*Medium Canopy Trees:* (Count for 550 square feet of area for planting—minimum two inches caliber)

Medium Trees 30' - 50' Suitable for spaces with 100 to 200 sqft of total planting space; in a planting strip at least 4-7 feet wide; or place at least 4' from pavement or wall.						
Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Birch, river <i>Betula nigra</i> 'Heritage	40-50' h 40-50' w	PS/FS	M	F	D	Native. Acidic soil. Drought sensitive in confined spaces. Roots need room. Cultivars available. Zones 3B-9
Holly, East Palatka <i>Ilex x attenuata</i>	30-45' h 10-15' w	FS	M	M	E	Florida natural hybrid. Urban & drought tolerant once established. Red berries attract wildlife. Zones 7-9

Holly, American <i>Ilex opaca</i>	40-50' h 15-25' w	FS	M	S	E	Native. Salt and drought tolerant once established. Red berries attract birds, no litter. Zones 5-9
Holly, Nellie R. Stevens <i>Ilex x</i>	20-30' h 10-15' w	FS	H	M	E	Hybrid. Soil texture tolerant. Needs male and female plants for berries. Drought tolerant. Showy red berries & deep green leaves. Zones 6-9
Holly, Savannah <i>Ilex x attenuata</i>	30-45' h 6-10' w	FS	M	M	E	Hybrid. Acidic soil, urban tolerant. Red berries attract birds, no litter. Zones 6-9
Magnolia, sweetbay <i>Magnolia virginiana</i>	40-50' h 15-25' w	PS	M	M	D	Native. Acidic soil. Tolerates wetlands. Flood & drought tolerant. Showy, white, fragrant flowers. Zones 5-9
Magnolia, Southern <i>Magnolia grandiflora</i>	30-50' h 15-30' w	FS	H	M	E	Native. Soil adaptable. White showy blooms in summer & early fall. Smaller leaves than species. Zones 6-9
Oak, overcup <i>Quercus lyrata</i>	35-50' h 35-50' w	FS	H	M	D	Native. Soil adaptable, wet & drought tolerant once established. Urban tolerant. Acorns attract wildlife, significant litter. Zones 5-9
Palm, cabbage <i>Sabal palmetto</i>	40-50' h	PS/FS	H	S	E	Native. Soil tolerant, frond and fruit litter messy. Needs irrigation



	10-12' w					until established as all cut roots die back. Southern region only. Zones 8B-11
Redbud, eastern <i>Cercis Canadensis</i> 'Forest Pansy'	20-30' h 15-30' w	PS	M	F	D	Native. Light, rich, moist soil, texture adaptable. Showy purple blooms in spring. Cultivar 'Texas White' good. Short lived. Zones 4-9
Silver bell, <i>Carolina</i> <i>Haleiwa Carolina</i>	20-40' h 15-30' w	PS/FS	H	M	D	Native. Acidic soil. Drought sensitive in full sun, roots need room. Showy white blooms in spring. Zones 5-8
Yellowwood, American <i>Cladastris</i> <i>kentukea</i>	30-50' h 40-50' w	PS/FS	H	M	D	Native. Needs pruning while young. White fragrant blooms. Tolerates urban conditions. Zones 4-8

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

Small Trees < 25' Useful under utility lines; areas with < 100 sf of total planting area; a planting strip with a width of at least 4'.						
Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Cherry, Okame <i>Prunus x incamp 'Okame'</i>	15-25' h 20' w	PS/FS	M	M	D	Hybrid. Soil texture and pH adaptable. Roots need room. Pink showy blooms. Fruit attracts birds. Zones 7-9
Crape myrtle, Japanese <i>Lagerstroemia fauriei</i>	35-50' h 25-35' w	FS	H	M	D	Japan. Soil adaptable. Urban tolerant. White showy flowers. Beautiful bark. May be resistant to powdery mildew. Zones 6-9
Dogwood, flowering <i>Cornus florida</i>	20-30' h 20' w	PS	M	M	D	Native. Part shade. Drought sensitive, low salt tolerance, needs good drainage. White showy flowers. Horizontal branching pattern. Zones 5-9
Fringetree <i>Chionanthus virginicus</i>	12-15' h 10-15' w	PS/FS	M	S	D	Native. Acidic soil. Thin bark easily damaged. Urban tolerant. Showy white blooms in spring. Fruit attracts birds. Zones 4-9
Holly, yaupon <i>Ilex vomitoria 'Pendula'</i>	15-20' h 15-20' w	S/FS	M	M	E	Native. Soil & pH greatly adaptable. Urban tolerant. Thin bark. Red berries attract wildlife. Zones 7-10

Magnolia, Southern <i>Magnolia grandiflora</i> 'Little Gem'	20-25' h 10-15' w	PS/FS	M	M	E	Native. Soil adaptable. Bark is thin, protect from mechanical injury. White showy blooms in summer and early fall. Zones 7-9
Redbud, Oklahoma <i>Cercis reniformis</i> 'Oklahoma'	20-30' H 15-30' w	PS/FS	M	F	D	Native. Soil & pH adaptable, salt sensitive, showy thick leaves. Zones 5-9
Waxmyrtle <i>Myrica cerifera</i>	15-20' h 20-25' w	PS/FS	M	F	E	Native. Soil & pH adaptable, urban tolerant. Blue berries attract wildlife. Zones 8-11

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Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
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S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

### 3.5 - Buildings on through lots.

- A. Where a lot extends through from one street to another, the setback requirement for each such street shall be complied with and any building shall be dual facing.
- B. No accessory building or other structure shall be placed on through lots if said structures would conflict with other building values or uses on the same street.
- C. On lots having frontage on more than two streets, the minimum front yard shall be provided in accordance with the provisions of this ordinance on at least two of the street frontages.

### 3.6 Flag lots, as defined in Article II, shall be prohibited.



### 3.7 Reserved

### 3.8 - Conversion of dwellings.

The conversion of any building into a dwelling, or the conversion of any dwelling so as to accommodate an increased number of dwelling units, shall be permitted only within a district in which a new building for similar occupancy would be permitted under this ordinance, and only when the resulting occupancy will comply with the requirements governing new construction in such district with respect to minimum lot size, lot area per dwelling unit, percentage of lot coverage, dimensions of yards and other open spaces, and off-street parking. Each conversion shall be subject also to such further requirements as may be specified hereinafter within the article applying to such district.

#### 3.8A - Construction sites (portable toilets).

Portable toilet facilities, as approved by the building inspector, shall be furnished at all construction sites for which a building permit has been issued prior to the commencement of work. The building inspector is authorized to waive this requirement upon a showing that alternate sanitary facilities are available to workers at the site.

#### 3.8B - Construction sites (waste material).

All landowners, construction and demolition contractors, and other responsible persons for construction or demolition sites shall provide on-site refuse receptacles, bulk containers or detachable containers for loose debris, paper, building material wastes, scrap building materials, and other trash produced by those working on the site. All of the above-mentioned materials shall be containerized by the end of each day, and the site shall be kept in a reasonably clean and litter free condition. Dirt, mud, construction materials, or other debris deposited upon any public or private property as a result of construction or demolition shall be immediately removed by the landowners, construction and demolition contractors, and other responsible persons. Construction or demolition sites shall be kept clean and orderly at all times.

### 3.9 - Deed restrictions.

These regulations shall not lessen any previous deed restrictions or restrictive covenants recorded with any deed, plat, or other legal document relating to the use of lot and building requirements. The person or agency in the capacity of administering and enforcing these regulations shall abide by any deed restrictions or restrictive covenants provided the restrictions are known.

### 3.11 - Nonconforming uses, structures and lots of record.

- A. Nothing contained in this ordinance shall be deemed or construed to prohibit a continuation of any particular lawful use or uses of any land, building, structure, improvement, or premises legally existing in any of the respective districts at the time this ordinance becomes effective; provided, however, that if any such existing lawful use changes to a different use after the date of the adoption of this ordinance, such different use shall conform to the provisions of this ordinance regulating the particular district in which said premises is situated. If any legally existing use or occupancy of a building or premises conflicts with any requirement of this ordinance or any of its amendments, such building shall not be moved, structurally altered, or added to except with the approval of the county commissioners.
- B. All future building structures, repairs, alterations, or other improvements shall comply with all district requirements contained herein, and such structural provisions of the building code and other regulations as have been incorporated herein and made a part hereof, including any

building on which construction has been suspended at the time this ordinance was adopted and any building for which foundations were not completed at said time.

C. No nonconforming building or structure shall be extended or enlarged except as follows:

- a. when authorized by the board of commissioners, which may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed at the time of passage of this ordinance, or
- b. an administrative variance may be requested when the extension or addition does not increase the non-conformity and meets current code requirements,

D. A nonconforming use of a building or portion thereof that is discontinued for a continuous period of six months shall not be reestablished except in conformity with the regulations of the district in which such building is located.

E. A nonconforming building, other than a single-family dwelling, which has been damaged by fire, explosion, act of God, or act of war to the extent of more than 60 percent of its reproduction value at the time of damage shall not be restored except in conformity with the regulations of the district in which it is located. When damage is less than 60 percent of its reproduction value, a nonconforming building may be repaired or reconstructed and used as before the time of damage, provided such repairs or reconstruction are completed within one year of the date of such damage.

F. Subject to the limitation set forth in section 2.55.2 of this ordinance, a nonconforming single-family dwelling which has been damaged or destroyed by fire, explosion, act of God, or act of war may be repaired, reconstructed, or replaced with a nonconforming structure of the same dimensions and used as before the time of damage, provided such repair, reconstruction, or replacement is completed within one year of the date of such damage and provided that the structure meets all applicable county building and permitting requirements.

G. A nonconforming structure located on a lot in any district, when once removed, shall not be relocated on such lot and shall not be replaced with another nonconforming structure except as otherwise permitted by this ordinance.

3.12 - Nonconforming lots.

A. *Remedies.* Where two or more nonconforming lots with continuous frontage are under the same ownership or where a nonconforming lot has a continuous frontage with a larger tract under the same ownership, such lot or lots shall be combined to form one or more building sites meeting the lot requirements of the district in which they are located.

B. *Dwellings on nonconforming lots.* A building permit may be issued for a single-family dwelling on any nonconforming lot, excluding substandard lots, provided that the remedies set forth in this section cannot be complied with and provided that the regulations of the district in which the lot is located are met.

C. *Nonconforming uses of land.* The nonconforming use of land not involving any principal building or structure existing on the effective date of this ordinance may be continued for a period of not more than three years; provided, however, that no such nonconforming use of the land shall in any way be expanded or extended either on the same or adjoining property. If such nonconforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with the provisions of this ordinance.

D. *Dwellings on substandard lots.* The county commissioners may authorize the issuance of a building permit for a single-family dwelling for a substandard lot only after it has been determined that remedies as set forth in this section cannot be complied with. The county commissioners may also grant variances to lot and building requirements in cases of hardship, if conditions detrimental to the public health, safety, and welfare are not caused.

3.13 - Nonconforming use of buildings and structures.

A. Use of any building or structure not in conformance with these regulations pertaining to uses permitted on the effective date of this ordinance may not be:

- a. Changed to another nonconforming use except where it is determined by the county commissioners that the design, construction, and character of the building is suitable for uses permitted in the district in which such nonconforming use is situated.
- b. Reestablished after discontinuance for six months except where it is determined by the county commissioners that the design, construction, and character of the building is unsuitable for conforming uses.
- c. Extended, enlarged, or expanded except when authorized by the county commissioners who may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed at the time of passage of this ordinance.

#### 3.14 - Fences.

Except in planned manufactured home communities, industrial districts, and general and neighborhood commercial districts, no fence, wall, or screened structure, excluding plants and shrubbery, over six feet in height shall be built within the side and rear yards without a retaining wall. If a retaining wall is provided, the fence or wall may be no more than 10 feet in height. Any wall or fence in the front yard, not including a retaining wall, shall be limited to 48 inches in height. In no case shall a fence be placed within an easement, except with the written approval of the easement holder.

#### 3.15 – Yard Encroachments, Overhangs or Extruding Projections.

A. In single-family residential districts, multifamily residential districts, and planned manufactured home community districts, every part of a required yard or court shall be open from its lowest point to the sky, unobstructed except for the customary ornamental features and eaves; provided, however, that none of the above projections shall extend into a required yard more than four feet. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, or other projections shall not extend into any required yard except that uncovered steps may project not more than four feet into the required yard.

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B. *Projections into yards and courts.* A wall or fence which meets the height requirements in section XXX may be erected within the limits of any yard not extending beyond the front setback line.

Patios must meet all setback requirements except for rear yards which must be a minimum of five feet from a property line.

Architectural projects. Chimneys, leaders, cornices, eaves, shutters, and bay windows, and the like may extend not more than 24 inches into any required yard.

#### 3.16 - Garbage disposal.

Garbage or other refuse shall be deposited only in approved garbage cans or in approved garbage disposal areas.

#### 3.17 - Government uses.

The board of county commissioners of Effingham County are not legally exempt from the provisions of this ordinance.



### 3.10 - Excavation of sand, gravel, or other material (for industrial or commercial use).

Excavation shall be considered a temporary use, and shall be permitted only in industrial and agricultural districts. Excavations shall not be nearer than 100 feet to any school, place of worship, dwelling, or highway right-of-way.

**Commented [SS2]:** Revisit this

### 3.17 - Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.

#### 3.17.1 The following activities shall be subject to review by the Effingham County Planning Board:

1. Excavation of land, or removal of earth that exceeds 1.0 acres of disturbed area.
2. Removal of earth or like material from the subject site to another parcel.
3. Filling of land and/or state/federal jurisdictional waters or wetlands.

\* If any item above meets the project criteria, review by the Planning Board and approval by the Board of Commissioners is mandatory.

#### 3.17.2 Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands.

Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands that are associated with a specific project that has been the board of commissioners that comply with all other regulations set forth in this ordinance are exempt from section **3.17**.

#### 3.17.3 Requirements for submittal for planning board and/or staff review.

1. Application and checklist.
  - a. Applications and checklist may be obtained from the Development Services office.
  - b. Application and checklist must be complete and submitted with the all required information.
  - c. Fees in accordance with the Effingham County Schedule of Fees must be paid at the time of application submittal.
2. Excavation activities that have greater than one (1) acre of disturbed area must obtain a state mining permit. A copy of the approved state mining permit must be submitted to the development services office prior to work commencing.
3. Any excavation activity between one (1) acre and ten (10) acres that requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, may be permitted on a conditional basis in the AR-1 zoning district, upon approval of the Board of Commissioners, and after review by the Planning Board.
4. Any excavation activity greater than one (1) acre of disturbed area may be permitted in the PD-MR zoning district. Excavation activities that have greater than ten (10) acres must be permitted in PD- MR.

#### 3.17.3A Requirements for approval and final inspection.

- a) For a pond of less than one (1) acre of disturbed area, applicant shall submit a bond for \$1000. Construction of the pond shall cease within six (6) months of approval date. The

bond will be released after submittal of a survey of the new pond site, and successful completion of the final inspection.

- b) For any excavation activity between one (1) acre and ten (10) acres that requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within three (3) years of DNR or GDOT approval date. Extension of excavation activities beyond three (3) years will require approval by the board of commissioners, after review by the planning board. Applicant shall submit a survey of the completed excavation site to Development Services. A final inspection is required. All DNR reclamation requirements shall be met.
- c) For any excavation activity greater than one (1) acre that requires a state mining permit and is permitted in PD-MR, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within five (5) years of DNR or GDOT approval date. Extension of excavation activities beyond five (5) years shall require approval by the board of commissioners, after review by the planning board. Applicant shall submit a survey of the completed excavation site to Development Services. A final inspection is required. All DNR reclamation requirements shall be met.

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#### 3.17.4 Construction requirements.

1. All projects must comply with best management practices as outlined in the "Manual for Soil and Sediment Control in Georgia" as specified in O.C.G.A. § 12-7-6.
2. Side slopes of any excavated area must be constructed at a 3:1 slope (one foot in elevation change per three feet of horizontal distance) from the top of the excavation to the bottom at all times during construction and at completion of the excavation.
3. All disturbed areas will have a permanent stand of grass established at completion.
4. No digging and hauling activities shall take place except between the hours of 8:00 am and 5:00 pm Monday through Friday. State permitted mining operations are exempt from this provision.
5. Unless a pond/excavation is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line. Excavations shall not be nearer than 100 feet to any school, church, dwelling, or highway right-of-way. This section shall serve as the buffer requirements for surface mining operations in I-1 zoning districts.
6. The limits of excavation of the pond shall be located at a distance from the nearest access easement or utility easement, as follows:
  - a) For pond depths of 10' or less, the limits of excavation of the pond shall be 20' from the nearest easement or utility easement; and
  - b) For every additional 5' depth of pond, the additional distance from the nearest access easement or utility easement shall be 10'.
7. All wetland impacts must be approved by the USACE.

8. The construction entrance and roadway shall be designed and built pursuant to GSWCC Construction Exit guidance (2016 Edition). The roadway shall extend a minimum of 50 (fifty) feet into the mine site from the paved entrance.

#### 3.17A - Ponds—Construction.

- No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Unless a pond is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line.
- No pond shall be located less than ten feet from the nearest access or utility easements.
- The pond sides shall be sloped at a 3 to 1 run to rise ratio.
- All wetland impacts must be approved by the USACE.
- All digging and hauling operation must be completed within six months.

#### 3.18 - Land subject to flooding.

No building or mobile home shall be moved into or constructed in a ~~floodprone~~flood prone area unless the first floor elevation, including all mechanical and electrical equipment, ductwork, and any basement, is one foot above the highest elevation at that location expected to be flooded in a 100-year flood. These requirements shall be enforced in accordance with the Effingham County Floodplain Management Ordinance.

#### 3.22 - Reserved.

#### 3.23 - Moving of buildings.

Whenever a building is moved from any location to a site within Effingham County, the building shall immediately be made to conform to all provisions of the building, plumbing, and electrical codes, if any, and this ordinance. The person causing the building to be moved shall secure a building permit from the zoning office.

#### 3.28 - Obstruction to vision at road intersections and driveways.

3.28.1 The minimum development standards set forth in this section shall apply to land abutting streets, street intersections, and driveways delineated as follows:

- (a) The triangle bounded on two sides by the intersecting right-of-way lines, measured 40 feet in each direction from the point of intersection, and on the third side by the diagonal line connecting the ends of the 40-foot sides, as illustrated in Figure 1.
- (b) The triangles bounded on two sides by the intersection of a private driveway, measured 40 feet along the road right-of-way and 12.5 feet along the private driveway. This shall apply to each side of the private driveway.

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- (c) Additional sight distance requirements may be imposed on streets and roads maintained by Effingham County or the State of Georgia based on design speed and Institute of Transportation Engineers and American Association of State Highway Transportation Officials standards.

3.28.2 Within the triangles identified in subsection 3.28.1 above, and except as provided in subsection 3.28.2 below, no structure, sign, plant, shrub, tree, berm, fence, wall, or other object of any kind shall be installed, constructed, set out or maintained so as to obstruct cross-visibility at a level between 30 and 120 inches above the level of the center of the street intersection or driveway.

3.28.3 The restrictions of this section shall not apply to:

- (a) Existing natural grades which, by reason of natural topography, rise 30 or more inches above the level of the center of the adjacent intersection;
  - (b) Trees having limbs or foliage trimmed in such a manner that no limbs or foliage extend into the area between 30 and 120 inches above the level of the center of the abutting intersection; or
  - (c) Fire hydrants, public utility poles, mailboxes, street markers, governmental signs, and traffic control devices.
- (1) All items listed in (c) above, shall be installed and maintained in accordance with approved standards.

3.28.4 In other than 90 degree intersections or where grades mandate, the Effingham County Building and Zoning Department in coordination with the public works department may impose additional sight triangles under standards adopted by the American Association of State Highway Transportation Officials.

3.28.5 The building official or designee shall investigate violations, issue notices and orders, and perform other duties required for enforcement under this section.

3.28.6 The building official or designee, with the concurrence of the public works director, may, based on design speed and Institute of Transportation Engineers and American Association of State Highway Transportation Officials standards, reduce or waive all or part of these requirements of this section where a waiver could not constitute a traffic hazard or a condition dangerous to public safety. A decision by ~~the building~~the building official or designee may be appealed to the board of commissioners.

3.29 - Offensive color, designs, smoke, noise, etc.

Nothing shall be allowed on the premises in any district which would in any way be offensive or obnoxious by reason of the emission of odors, liquids, gas, dust, smoke, vibration, or noise; nor shall anything be placed, constructed, or maintained that will in any way constitute an eye-sore or nuisance to adjacent property owners, residents, or to the community. All uses must satisfactorily comply with the requirements of the state department of natural resources as required by the United States Environmental Protection Agency.

(Amend. of 4-4-00(23); Ord. of 12-8-09)

3.35 - Principal building on a lot.

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Except in planned manufactured home communities and in the AR district as provided in these regulations, only one principal building and its customary accessory buildings may be erected on any lot of record. Any dwelling shall be deemed to be the principal building on the lot on which the same is located. An addition to any building shall not be construed as a principal building.

### 3.36 - Retaining walls.

Nothing in these regulations shall be construed to prohibit or to prevent the erection of a retaining wall on any property, provided that such retaining wall does not adversely affect the natural flow of surface water or create any other adverse effect upon adjacent or adjoining properties. However, any application for a retaining wall shall be subject to approval of the Development Services Official or designee before the issuance of a permit.

### 3.37 - Shopping centers.

Shopping centers are hereby defined as a group of retail stores or shops under single ownership or management with an area of five acres or more and with a minimum depth of 300 feet established as a shopping entity with common parking facilities, ingress, and egress, and loading and unloading facilities. Shopping centers shall be permitted in any general neighborhood commercial or mixed-use district and may be developed in accordance with approval of a plat of a subdivision or development as approved by the board of commissioners. The shopping center shall not be divided into separate lots for each store or use. No permit shall be issued for the construction of a shopping center until the plans and specifications, including the design of ingress and egress roads, parking facilities, and other such items as may be found of importance have been approved by the board of commissioners. No buildings shall be erected closer than 50 feet to any road right-of-way line. There shall be provided a minimum of one parking space for each 200 square feet of floor area designed to be used for business or shopping purposes. Such parking area, including maneuvering areas, ingress and egress roads, and driving lands, shall be paved and kept in good repair at all times with a hard, all-weather surface. All points of access shall be to the public road; however, there shall be no public roads or alleys within the shopping center property. All loading and unloading shall be done entirely within the shopping center property. Except as otherwise provided in this section all uses within the shopping center shall conform with other regulations as set forth in this ordinance.

### 3.38 – Lighting

Where lighting facilities are provided outdoors or within a parking area, they shall be designed and installed so as to reflect the light away from any contiguous property. Sources of lighting shall be pointed down and shielded to prevent direct glare caused by unshielded floodlights or other sources of high intensity lighting.

## 3.X – Dwellings in Residential Zones

### Section 1. - Equal treatment.

1.1 Within each zoning district, all allowed residential uses shall be treated equally with respect to zoning ordinance and building code enforcement. To ensure compatibility, the standards contained herein shall be applied equally to all single-family detached dwellings.

### Section 2. - General provisions.

2.1 Upon placement, any means of transportation, such as towing devices, wheels, axles, and hitches, shall be removed, unless the removal of said transportation devices would affect the structural integrity of the structure.

**Commented [SS5]:** Make consistent with all sections on # of structures

**Commented [SS6]:** Check location

**Commented [LEA7]:** Also cross-referenced in PD-R with its mention of special requirements

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2.2 All structures that require a certificate of occupancy, except historic structures, shall, at a minimum, be completely anchored, and each site-built or manufactured or mobile home installed after October 1, 1993, shall be completely underpinned or "skirted" either with approved masonry, approved treated wood (excluding latticework) or with approved manufacturer's underpinning kits. The underpinning shall be installed and maintained in such a manner as to permit adequate ventilation and to prohibit the intrusion of small animals and rodents. Those structures qualifying under the compatibility standards in section 3 of this article must meet additional foundation requirements. Structures that are elevated more than 48 inches for more than 25 percent of the square footage will not have to be skirted if located in a floodplain area.

2.3 Prohibited uses.

2.3.1 No manufactured home, mobile home, or site-built single-family detached dwelling shall remain vacant for a period exceeding 120 days. This subsection does not apply to manufactured housing dealers or planned manufactured housing communities.

2.3.2 No manufactured home or mobile home may be used as a storage facility except as provided herein.

2.3.3 Failure to comply with the provisions of this section within 60 days of receipt of a certified letter from the Development Services Official or designee will result in the removal of said structure at the real property owner's expense. The cost charged to the property owner for removal of said structure will be the actual removal cost and will be assessed against the land.

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2.4 Each newly installed manufactured or mobile home that is not located in a planned manufactured home community shall conform to the minimum construction and safety standards required by the U.S. Department of Housing and Urban Development before being connected to any utility service. It is the intent of this section of this ordinance to prohibit moving manufactured or mobile homes into Effingham County that do not conform to the applicable Housing and Urban Development construction and safety standards.

2.5 Each mobile home and manufactured home in Effingham County shall have beneath and descending from each outside door of such home a platform and a set of steps descending to the ground or grade level. The steps and platform must be constructed of all-weather materials or manufactured kits. Furthermore, all construction and/or manufactured kits shall comply with the requirements of Georgia Administrative Code Chapter 120-3-7, Rules and Regulations for Manufactured Homes. Each newly installed mobile home and manufactured home in this county shall comply with the requirements of this subsection.

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2.6 Each manufactured home qualifying as a class A single-family detached dwelling shall be assessed as real property for the purposes of ad valorem taxation.

2.7 Except as otherwise provided in this ordinance, all structures existing within the unincorporated areas of Effingham County as of the date of this ordinance [XXXX] shall be considered nonconforming and exempt from the requirements of this ordinance, provided such structures are not relocated, replaced, or expanded.

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2.8 Subject to the limitation set forth in section 2.55.2 of the Zoning Ordinance of Effingham County, Georgia, a nonconforming single-family dwelling which has been damaged by fire, explosion, act of God, or act of war may be repaired, reconstructed, or replaced with a nonconforming structure of the same dimensions and used as before the time of damage, provided such repair, reconstruction, or replacement is completed within one year of the date of such damage and provided that the structure meets all applicable county building and permitting requirements.

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2.9. Flag lots, as defined in Article II, shall be prohibited.

Section 3. - Compatibility standards for single-family dwellings.

3.1 [Requirements.] All class A<sub>1</sub> single-family detached dwellings shall meet or exceed the following requirements:



### 3.1.1 Foundation.

3.1.1.1 The structure shall be attached to a foundation to be installed according to the manufacturer's or architect's specifications and soil conditions.

3.1.1.2 The area beneath the ground floor of the structure shall be enclosed around the exterior of the structure with a curtain wall constructed of masonry at least four inches thick or enclosed by an approved manufacturers underpinning kit, penetrated only by openings for installed vents and access doors. If a masonry curtain wall is constructed a permanent foundation that is at least six inches deep and 12 inches wide must be constructed.

3.1.2 *Exterior siding.* Exterior siding materials shall consist of any combination of wood, brick, stone, stucco, or similar materials, or lap siding of hardboard, vinyl, vinyl covered or painted metal, or similar materials.

### 3.1.3 Roofs.

3.1.3.1 All roof surfaces shall have a minimum pitch of 2:12 (two feet of rise for every 12 feet of run);

3.1.3.2 All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (non-corrugated) tin, clay tiles, slate, or similar materials.

3.1.4 *[Minimum width.]* Except as may be provided by Section 3.2, the minimum width of the structure shall be 14 feet.

3.1.5 *[Minimum dimension for landing.]* Each structure must have a landing with a minimum dimension of 48 inches by 48 inches, steps, and handrails.

3.2 *Exemptions from compatibility standards.* Exemptions from the compatibility standards may be granted to place a class B single-family detached dwelling in a residential zoning district restricted to class A single-family detached dwellings, if the structure appears to be compatible in appearance to other housing in the immediate general area within the same zoning or residential district or area. Approval to place the structure may be granted by the planning board upon application and determination that the dwelling is substantially similar or superior in size, siding material, roof material, foundation, and general aesthetic appearance to:

3.2.1 Site-built or other forms of housing which may be permitted in the same general area under this ordinance;

3.2.2 Existing development; or

3.2.3 Proposed development in the same zoning classification or area, or as envisioned in the comprehensive plan of Effingham County.

3.2.4 Notwithstanding the criteria above, the planning board may grant a permit to place a manufactured home of less than 14 feet in width within a zoning district restricted to class A single-family detached dwellings during the construction of a site-built home. Said permit shall remain valid for a period which shall be the lessor of two years or issuance of the certificate of occupancy for the site-built home. Said permit may be extended for a period not to exceed one year upon approval of the county commission.

3.3 *Process.* The owner shall, prior to securing a building permit or placement of the structure, submit to the Development Services Official or designee an application containing the following:

3.3.1 Applicant's name and address and his or her representative, and the interest of every person represented in the application.

3.3.2 Documentation, which may include statements, pictures, or maps, of uses in the zoning district and the abutting district in which the structure is proposed to be placed.

3.3.3 A plat or sketch plan showing the configuration of the land on which the structure is to be placed and the location of placement, including distances of the structure from the property lines.

3.3.4 Specifications or pre-design plans which contain a complete description of the structure, including but not limited to square footage, siding material, roof material and pitch, foundation, and other evidence of the general aesthetic appearance required by the Development Services Official or designee and necessary to make a determination of compliance and compatibility as required by this ordinance.

3.3.5 Documents certifying that the structure is in compliance with the Standard Building Code, the National Manufactured Home Construction and Safety Standards, and any other codes, regulations, or manufacturing standards as required by this ordinance.

3.3.6 The applicant must carry the burden of proof to establish that the structure is compatible with surrounding structures. The criteria should include such factors as exterior material, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance. The planning board shall further consider the possible negative effect of the structure on the property values of other properties in the immediate area and the possible effect the structure could have on the surrounding area in the event of inclement weather or high winds.

#### 3.4 Appeals.

3.4.1 The county commission may approve an exemption from one or more of the compatibility standards provided herein on the basis of finding that the material to be utilized or the architectural style proposed for the structure will be compatible and harmonious with existing structures in the vicinity. The findings must be in writing and adopted by the county commission.

3.4.2 The applicant must apply for the exemption and carry the burden of proof to establish that the structure is compatible with surrounding structures. The criteria should include such factors as exterior material, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance. The county commission shall further consider the possible negative effect of the structure on the property values of other properties in the immediate area and the possible effect the structure could have on the surrounding area in the event of inclement weather or high winds. The applicant must file for appeal within 30 days of the decision of the planning board.

3.5 *Violations.* It shall be a violation of this ordinance to occupy any structure without first obtaining a certificate of occupancy from the Development Services Official or designee, who, before issuing said certificate of occupancy, shall determine that the structure is in compliance with the terms of this ordinance and all other zoning requirements and county ordinances. In the event the Development Services Official or designee is unable to determine whether the applicant meets the criteria established by this ordinance or other zoning requirements and county ordinances, the Development Services Official may refer the matter to the planning board for a final determination of applicability.

#### Section 4. - Other structures.

4.1 Any person, firm, or corporation desiring to place a manufactured home or site-built single-family dwelling not complying with the standards in this article within the limits of the county may make an application for same to the Development Services Official. The Development Services Official shall refer said application to the planning board which shall make a recommendation to the county commission on the basis of the criteria set forth in section 4.2 of this article.

4.2 If, in the opinion of the county commission, it should become necessary as a temporary emergency or hardship or for security or protection, such permit may be granted on a limited basis for a period not exceeding one year from the date of permit. If, before the anniversary date of the permit, the emergency or other reasons for the structure ceases to exist, then said permit automatically shall be cancelled and said structure shall be removed by the owner. If said structure is not removed, it will be removed by the county at the owner's expense as provided in section 2.3 of article III of this ordinance.

### 3.21 - Mobile homes, trailers, mobile home parks, and trailer parks.

No trailer, manufactured home, industrialized home, or mobile home shall be parked outside of a campsite/RV park or planned manufactured home community unless specifically permitted in a particular zoning district to provide living quarters or space for the conduct of a business. A trailer, manufactured home, industrialized building, or mobile home may be used temporarily for office purposes during the construction of a principal building or road upon the issuance of a temporary permit by the zoning officer. Notwithstanding the foregoing, any owner of camping and recreational equipment, including but not limited to travel trailers, pick-up coaches, motorized homes, and boat trailers, may park or store such equipment on private residential property subject to the following conditions:

3.21.1 Such parked or stored camping and recreational equipment shall never be occupied or used for living, sleeping, or housekeeping purposes.

3.21.2 If the camping or recreational equipment is parked or stored outside of a building, it shall be parked or stored, if possible, to the rear of the front building line of the lot.

3.21.3 Notwithstanding the provisions of subsection 3.21.2 above, camping and recreation equipment may be parked anywhere on the premises while actually being loaded or unloaded.

### 3.21A. - Mobile and manufactured homes septic tank installation.

Any certificate of occupancy and any building permit issued for a mobile home or manufactured home may be revoked by the Development Services Official 30 days or more after issuance of such certificate or permit upon a determination that the mobile home or manufactured home has not been connected to a properly functioning septic tank or sewage system, duly approved by the county health department.

Commented [LEA8]: Moved from Sec. 3.21

### 3.38 - Structures in nonresidential zones

#### Section 1. - Procedure.

An exemption may be granted to locate a manufactured home, manufactured office, or industrialized structure in a nonresidential zoning district for non-residential uses provided the following requirements are met:

- 1.1 An application for placement must be filed with the Development Services Official or designee, said application containing the following:
  - 1.1.1 Applicant's name and address and his representative, and the name and interest of every person represented in the application, and having an interest in the business or enterprise which shall use the structure, and in the land on which the structure shall be located.
  - 1.1.2 A legal description of the property on which the structure is to be placed, together with a recent plat of the property prepared by an architect, engineer, or land surveyor, whose state registration is valid and whose seal shall be affixed to the plat. The plat must contain property lines, bearings, distances, adjoining streets with right-of-way and paving width, location of existing structures, creeks, easements, north arrow, and scale.
  - 1.1.3 A statement of circumstances in the proposed district and the abutting districts.
  - 1.1.4 A plat or sketch plan showing the configuration of the land on which the structure is to be placed and the location of placement, including distances of the structure from the property lines.
  - 1.1.5 Specifications or pre-design plans which contain a complete description of the structure to include square footage, siding material, roof material and pitch, foundation, and other



evidence of the general aesthetic appearance required by the Development Services Official or designee and necessary to make a determination of compliance and compatibility as required by this ordinance.

- 1.1.6 Documents certifying that the structure is in compliance with the Standard Building Code and any other codes, regulations, or manufacturing standards as required by this ordinance.
- 1.1.7 It shall be a violation of this ordinance to occupy or commence activity from any structure without first obtaining a certificate of occupancy from the Development Services Official or his designee, who shall determine, before issuing a certificate of occupancy, that the structure is in compliance with the terms of this ordinance and all other zoning requirements and county ordinances. In the event the Development Services Official or designee is unable to determine whether the applicant meets the criteria established by this ordinance, the Development Services Official may refer the matter to the planning board for a final determination of applicability.
- 1.2 Manufactured homes or industrialized buildings may be permitted in nonresidential districts for nonresidential uses provided the following criteria are met:
  - 1.2.1 Placement of said structure complies with the requirements and limitations generally applicable in such zoning districts, including but not limited to minimum lot size, yard and building spacing, square footage requirements, percentage of lot coverage, off-street parking requirements, and approved foundations as described herein;
  - 1.2.2 The structure compares favorably to site-built and other structures in the immediate general area within the same zoning district. Approval to place the structure shall be granted by the Development Services Official or designee upon application and determination that the structure is substantially similar in size, siding material, roof material, foundation, and general aesthetic appearance to:
    - (1) Site-built or other forms of structures which may be permitted in the same general area under this ordinance;
    - (2) Existing development; or
    - (3) Proposed development in the same zoning district or area, or as envisioned in the comprehensive plan of Effingham County.
  - 1.2.3 In making a determination the Development Services Official or designee shall consider exterior materials, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance.
  - 1.2.4 All towing devices, wheels, axles, and hitches must be removed, unless the removal of said transportation devices would affect the structural integrity of the structure.
  - 1.2.5 The structure shall be attached to a permanent foundation, to include foundation walls. Skirting of structures is not sufficient to comply with the requirements of this article.
  - 1.2.6 The structure shall be constructed according to the standards established by the Standard Building Code adopted by the county and in effect at the time of erection or placement. A manufactured building unit must bear the label or seal of compliance with the National Manufactured Home Construction and Safety Standards issued by the Department of Housing and Urban Development. No manufactured home unit manufactured before June 15, 1976, shall be allowed within the county. The Development Services Official or designee shall report any manufactured home or building unit manufactured after June 15, 1976, that does not bear such seal or label to the state administrative agency having jurisdiction and shall not grant a certificate of occupancy. All modular or industrialized homes must bear any and all labels, stamps, or seals of compliance required by the department of community affairs or Effingham County.

1.3 The county commission, based on a recommendation from the planning board, may approve an exemption from one or more of the development or architectural standards provided herein upon a finding that the material to be utilized or the architectural style proposed for the structure will be compatible and harmonious with existing structures in the vicinity. The applicant must apply for the variance and carry the burden of proof to establish that the structure is compatible with surrounding structures. The criteria should include such factors as exterior materials, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance.

3.38 Reserved

3.41 - Swimming pools, private community, or club.

3.41.1 *Swimming pools.* A swimming pool, whether in the ground or permanently installed aboveground, is hereby defined as any pool, lake, or open tank, other than a farm pond, which is not located within a completely enclosed building and which contains, or is capable of containing, water at a depth at any point greater than 1½ feet. No such private swimming pool shall be allowed in the B-1, AR, PUD districts, or in any R district, except as an accessory use, and unless it complies with the following conditions and requirements:

3.41.2 *Use.* The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests, and no fee shall be charged.

3.41.3 *Location.* It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten feet to any property line of the property on which it is located.

3.41.4 *Reserved.*

3.41.5 *Community or club swimming pools.* A community or club swimming pool shall be any pool constructed by an association of property owners, or by a private club solely for use and enjoyment by members of the association or club and their families and guests of members. Community and club swimming pools shall comply with the following conditions and requirements:

3.41.5.1 The pool and accessory structures thereto, including the areas used by the bathers, shall meet the front setback for the district in which it lies. Side and rear setbacks shall be ten feet.

3.41.5.2 The swimming pool and all of the area used by the bathers shall be so walled or fenced as to prevent uncontrolled access by children from the street or adjacent properties. The said fence or wall shall not be less than four feet in height and maintained in good condition and grounded for electricity. The area surrounding the enclosure, except of the parking spaces, shall be suitably landscaped with grass, hardy shrubs, and trees and shall be maintained in good condition.

(Ord. of 6-23-15)

3.42 - Time limitation.

No building permit for construction, erection, or alteration of any building or structure or part thereof, or for signs or outdoor advertisements, or part thereof, shall be valid for more than six months unless work at the site has commenced within such period.

3.43 - Notice of starting work.

The building and zoning inspector shall be given at least 24 hours' notice by the owner or applicant prior to commencement of work at the site under building permits.

3.44 - Temporary dwelling allowance.

In the case of a single-family residence being destroyed by natural disaster or accidental fire it shall be allowed in all agricultural and single-family residential districts for a recreational vehicle or trailer to be moved onto the property for use as a temporary dwelling during the replacement of the primary residence. This special exemption shall be permitted for a period of no longer than one year. Placement of the vehicle must meet all setback requirements and be approved by the Effingham County Building Department. Sanitation must be approved by the Effingham County Health Department.

(Ord. of 5-4-10, § 1)

## ARTICLE III. - GENERAL PROVISIONS

### 3.1 - Abandoned real property.

3.1.1 For any public street or alley which is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to the centerline of the property which is abandoned. In the event abandoned property is not divided at the centerline for abutting properties, the zoning districts applicable shall apply to such ownership line as determined by virtue of such abandonment.

3.1.2 For any public property other than streets or alleys, the regulations applicable to the zoning classification which abuts the abandoned property for the greatest number of linear feet shall apply to the entire property.

### 3.2 - Abandoned vehicles.

Within all zoning districts, except where specifically authorized, all vehicles which are inoperative and/or unlicensed shall not be abandoned in the public right-of-way or on private property in excess of 30 days during any consecutive 120-day period, except within a completely enclosed garage or other structure. For purposes of this section, the term "vehicle" includes farm and commercial vehicles, machinery, and equipment.

### 3.3 - Accessory structures in residential districts.

3.3.1 Accessory structures in the AR-1, AR-2, R and PD-R residential districts may be erected within a side or rear yard, provided they conform to the following:

- A. Maximum Height: one and a half (1.5) story or fifteen (15) feet. above finished grade in the R and PD-R districts; thirty-five (35) feet in AR-1 and AR-2 districts.
- B. An accessory structure shall not be less than five (5) feet from the rear property line and not less than five (5) feet from interior side setback lines.
- C. An accessory structure shall not be less than ten (10) feet from a principal structure.
- D. Not more than two accessory structures, including a detached garage, shall be located in any R or PD-R district, on one lot.

3.3.2 Accessory structures in the AR-1 and AR-2 [ agricultural residential districts may be placed in the front yard on a property of at least five acres. All structures on the property must comply with the front setback requirements for a principal structure per the diagram below.

- A. Accessory structures shall not be erected on a lot prior to construction of a principal structure, except for agricultural purpose storage buildings in the AR-1 zoning district, where the property is at least five (5) acres, and not in a platted subdivision.
- B. Accessory structures in the R, PD-R, and AR zoning districts may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.
- C. An accessory structure shall not be used as a dwelling unit.

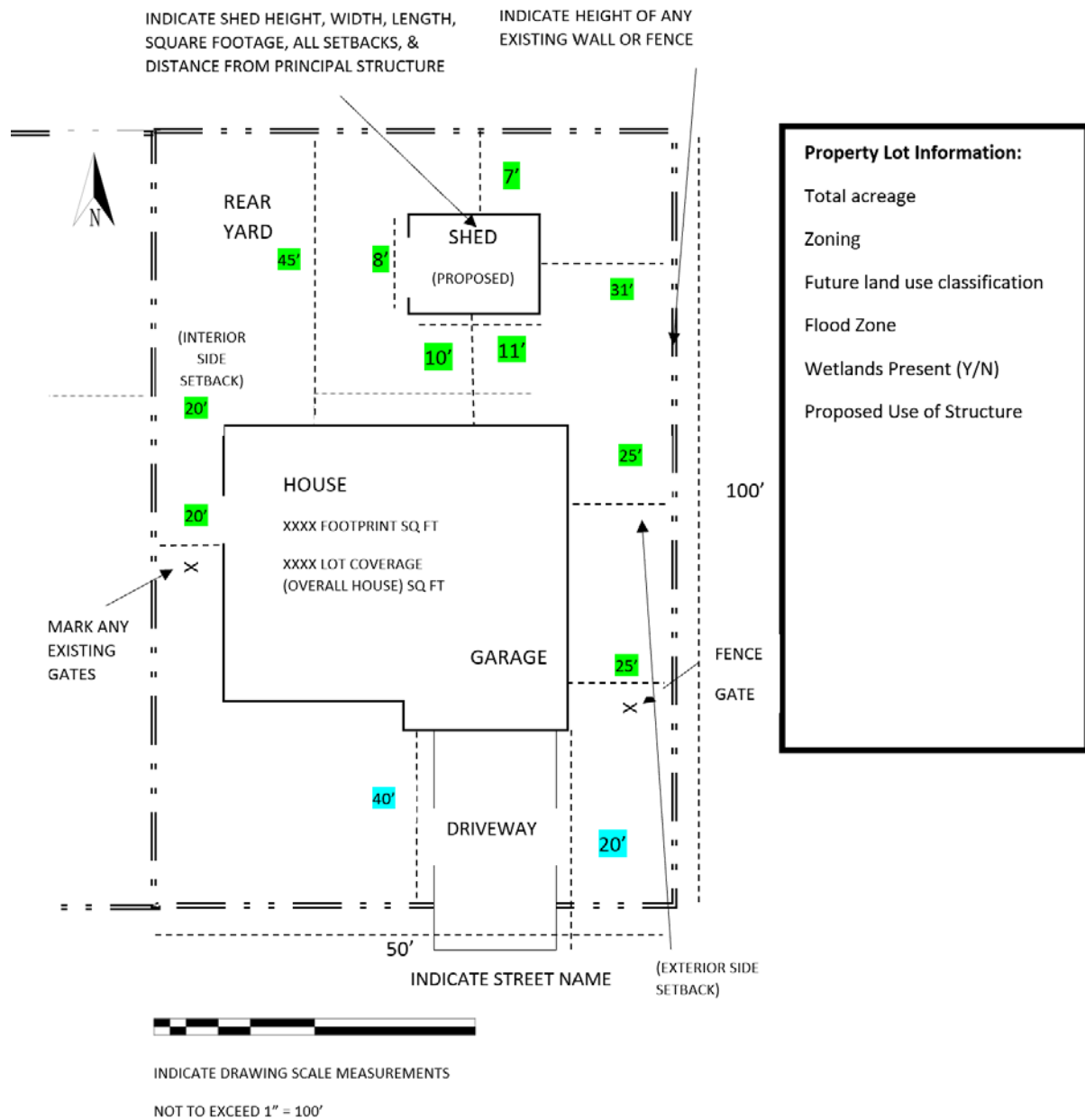
3.3.3. A shipping container may be utilized as an accessory building in an AR-1 and AR-2 zoning districts, provided it shall conform to the following:

- A. Containers shall be painted in solid neutral colors. No writing or advertising of any kind shall be permitted.



- B. Containers shall meet the required side and rear yard setback requirements for an accessory structure, and shall be placed no nearer than 10 feet from a primary structure.
- C. Containers shall not be placed in the front yard.
- D. Containers shall not be stacked above the height of a single container.
- E. Containers shall be subject to lot coverage requirements.
- F. Containers shall only be placed on AR-1 and AR-2 lots that meet the minimum lot size for the district.
- G. The number of shipping containers on AR-1 and AR-2 lots shall be limited to one (1) container per acre of land, to a maximum of five (5) containers on a parcel.
- H. No electricity or plumbing shall be connected to a shipping container.
- I. Ventilation is not required.
- J. No hazardous materials may be stored in a shipping container.
- K. Shipping containers shall be secured from entry by children and the general public when not attended.
- L. Shipping containers used for storage of equipment and supplies, and associated with an approved building construction project, shall be permitted to remain on site until the approval of the project's final building inspection, or expiration of the building permit, whichever is less.

# SITE PLAN EXAMPLE



### 3.4 - Buffers.

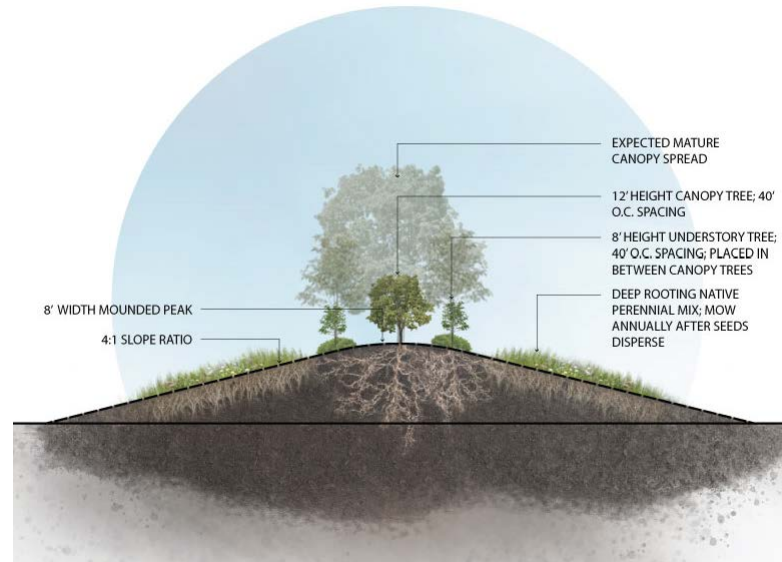
*Purpose and function:* To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for storm water; to make the environment more visually attractive; and to preserve the tree canopy in the county.

It is the intent of this ordinance that buffers be maintained and controlled so that the effects of the screening are not diminished.

#### 3.4.1 Buffer Design Standards:

- A. *Plant material:* Existing plant materials including understory vegetation in buffers shall be maintained whenever possible. AH trees over six inches diameter at breast height (dbh) shall be retained. Additional planting may be required when existing plant material is inappropriate for screening. Additional landscaping may be added at the property owner's discretion.
- C. *Encroachment:* Buffer areas should remain natural. The following are the only permitted encroachments:
  - 1. Drainage ditches, utility and service lines provided that they are approximately perpendicular to the property line.
  - 2. Sidewalks and pathways that connect multiple parcels.
  - 3. Lighting fixtures.
  - 4. Signs.
  - 5. Flagpoles.
  - 6. Structural elements: Privacy fences or walls located in a buffer shall provide a minimum of two feet from the element to the exterior property line to allow for plant material.
  - 7. Landscaping retaining wall if integrated into the buffer and subject to approval by the zoning administrator.
  - 8. Berms, subject to the following standards if encroaching within a buffer:
    - a. ~~Maximum-Minimum~~ slope of 4:1 (see figure \_\_\_ below).
    - b. Maximum height of the berm shall be based on the width as provided below and shall be reduced by six feet for every one foot of berm height:
      - i. For a 25 feet high berm, the buffer requirement is reduced from a 300 feet buffer to a 150 feet buffer. The 150 feet wide buffer includes 35 feet of natural and undisturbed buffer and remaining buffer is the berm. If the berm base is beyond 115 feet, the berm extends into the property and not the 35-foot undisturbed area.
      - ii. For a 16 feet high berm, the buffer requirement is reduced from a 300 feet buffer to a 200 feet buffer. The 200 feet wide buffer includes 35 feet of natural and undisturbed buffer and remaining buffer is the berm. If the berm base is beyond 165 feet, the berm extends into the property and not the 35-foot undisturbed area.
      - iii. For a 10 feet high berm, the buffer requirement is reduced from a 300 feet buffer to a 240 feet buffer. The 240 feet wide buffer includes 35 feet of natural and undisturbed buffer and remaining buffer is the berm. If the berm base is beyond 180 feet, the berm extends into the property and not the 35-foot undisturbed area.

- iv. The height of the berm is measured perpendicular off the nearest adjacent property line using the natural grade, height cannot be determined by infill grade.
- v. Major subdivisions with rear or side facing homes will install a six (6) foot tall berm with approved landscaping material at the apex of the berm. Minimum width of the berm is fifteen (15) feet at the base.



C. Required setbacks shall be inclusive of buffers areas.

(Existing zoning)

		AR-1	AR-2	R-1	R-3	R-4	R-5	R-6	B-1	B-2	B-3	MXD	LI	HI
Proposed	AR-1	15 ft	15 ft	15 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	150 ft	300 ft
	AR-2	15 ft	15 ft	15 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	150 ft	300 ft
	R-1	<del>15</del> 30ft	<del>15</del> 30ft	15 ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
	R-3	30 ft	30 ft	30 ft	15 ft	30 ft	30 ft	30 ft	20 ft	20 ft	20 ft	15 ft	150 ft	300 ft
	R-4	<del>15</del> 30ft	<del>15</del> 30ft	<del>15</del> 30ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
	R-5	<del>15</del> 30ft	<del>15</del> 30ft	<del>15</del> 30ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
	R-6	<del>15</del> 30ft	<del>15</del> 30ft	<del>15</del> 30ft	30 ft	15 ft	15 ft	15 ft	30 ft	30 ft	30 ft	20 ft	300 ft	300 ft
Zoning	B-1	30 ft	30 ft	30 ft	20 ft	30 ft	30 ft	30 ft	15 ft	15 ft	15 ft	15 ft	50 ft	150 ft
	B-2	30 ft	30 ft	30 ft	20 ft	30 ft	30 ft	30 ft	15 ft	15 ft	15 ft	15 ft	50 ft	150 ft
	B-3	30 ft	30 ft	30 ft	20 ft	30 ft	30 ft	30 ft	15 ft	15 ft	15 ft	15 ft	50 ft	150 ft
	MXD	<del>20</del> 30ft	<del>20</del> 30ft	<del>20</del> 30ft	15 ft	20 ft	20 ft	20 ft	15 ft	15 ft	15 ft	10 ft	150 ft	300 ft
	LI	150 ft	150 ft	300 ft	150 ft	300 ft	300 ft	300 ft	50 ft	50 ft	50 ft	50 ft	25 ft	25 ft
g	HI	300 ft	300 ft	300 ft	300 ft	300 ft	300 ft	300 ft	150 ft	150 ft	150 ft	150 ft	25 ft	25 ft



If a privacy fence is used, the material needs approval by Development Services, the fence maximum height is seven (7) feet in height, then the adjacent buffer may be reduced by ten (10) feet-30 feet to 20 feet for residential required buffers only.

\* Subdivisions of less than five lots are exempt from buffer requirements when neighboring property is under the same ownership.

D. The constructed berm shall have vegetative cover applied immediately post construction to assist in stabilization of the berm.

Before final plat approval of a subdivision or sketch plan approval of a commercial, industrial or PD development, a bond shall be submitted to Development Services in the amount of ten (10) percent of the construction cost of the berm as determined by EOM.

\*\*Adjacent Commercial, Institutional, and Industrial developments which are designed as a single development or share parking may reduce the buffer width by up to 50 percent between these parcels. If commercial property is developed with zero lot lines, then the buffer between parcels shall be eliminated. At no time may buffers be reduced between Commercial, Institutional, or Industrial and Residential uses.

\*\*\* The required plant material portion of a buffer may be reduced by 50% when adjacent to agricultural or conservation areas if replaced by additional storm water management areas.

\*\*\*\*Industrial surface mines will follow the buffer requirements in section 3.17.4.

*3.4.2 Adjacent public street buffers:* All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single family subdivisions a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision.

- A. In cases where the adjacent public street is also the exterior boundary of the site, the buffer required in table 3.4.1 shall be inclusive of this ten-foot-wide landscaped buffer.
- B. Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street in the above chart.
- C. Street buffers for industrial property shall equal the required buffer for the use on the other side of the street in the above chart.
- D. Single-family Residential subdivisions shall have visual buffers consisting of either vegetative cover or fencing and shall have a minimum 50% opacity. If vegetation is used, it shall be projected to reach the required opacity within one year of installation and shall maintain the minimum required opacity during all seasons of the year. A visual buffer may be no higher than six feet in height, except on main or collector streets where the buffer is a maximum height of twenty (20) feet.
- E. PDs may have different buffer requirements; however, buffers are still required in all approved PDs. Please refer to PD ordinance in Article X.
- F. Where property lines run adjacent to federally designated interstate highways, regardless of zoning or proposed use, that section of the property is exempt from all buffer requirements along the property line with frontage on the interstate highway

*3.4.3 Specific buffer requirements:*

- A. *Buffers for adjacent vacant property.* When determining buffers for adjacent property, the property shall be classified based on the use allowed by right in the existing zoning district that would require the greatest buffer. The less intense use would not be required to meet the buffer requirement for the more intense use when adjacent to a non-conforming property.

- B. *Buffers at property line easement.* When a shared easement is located on a property line the required buffer shall be located on each side of the shared easement, so that 50% of the buffer is located on either side of the property line.
- C. *Mobile home perimeter landscaped buffer.* A natural or landscaped buffer not less than 30 feet in depth shall be provided around the entire perimeter of each mobile home park, mobile home subdivision and recreational vehicle park. The landscaped buffer shall be interrupted only where necessary to provide for vehicular and pedestrian access. It shall contain a visual screen consisting vegetation which have a minimum opacity of 75 percent to a height of not less than six feet. It shall be landscaped as set forth. Masonry or wooden fences meeting the requirements may be substituted along common property lines other than street right-of-way lines.

#### 3.4.5 Required plant material:

- A. Where trees do not already exist they must be planted at a rate of one tree, at least two inches dbh, every ~~30~~ (15) linear feet of buffer. The following list specifies recommended trees for this area. For buffers greater than 30 feet in depth required tree planting must come from the large tree list.
- B. Buffers in industrial zones must include understory plantings at a rate of on three (3) gallon plant every five linear feet if sufficient understory foliage does not exist.

Large Trees >50' Suitable for areas with more than 400 square feet of total planting area; in a planting strip at least 16' x 25' or 20' x 20'

Common/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Beech, American <i>Fagus grandifolia</i>	50-75' h 40-80' w	PS/FS	L	S	D	Native. Needs ample room above and below ground. Acid soil. Fruit attracts wildlife, no litter. Zones 4-9
Blackgum <i>Nyssa sylvatica</i>	65-75' h 25-35' w	PS/FS	H	S	D	Native. Soil pH below 6 best, texture tolerant, drought tolerant, wet soil tolerant. Fruit attracts wildlife, some litter. Zones 4-9
Cypress, bald <i>Taxodium distichum</i>	60-80' h 25-35' w	FS/PS	M	F	D	Native. Drought & wet tolerant. 'Knees' form in wet areas. Tolerates compaction. Zones 4-11

Cypress, pond <i>Taxodium ascendens</i>	50-60' h 50-60' w	PS/FS	H	F	D	Native. Soil adaptable below 7.5. Knobby 'knees' form in moist areas. Attracts wildlife. No litter. Zones 5-9
Hickory, pignut <i>Carya glabra</i>	50-65' h 30-40' w	PS/FS	M	M	D	Native. Soil texture adaptable. Drought tolerant. Nuts attract wildlife. Zones 4-9
Hickory, shagbark <i>Carya ovata</i>	60-80' h 25-35' w	PS/FS	H	S	D	Native. Soil texture adaptable. Abundant nuts attract wildlife. Shaggy bark attractive. Zones 4-8
Magnolia, Southern <i>Magnolia grandiflora</i>	60-80' h 30-40' w	PS/FS	M	M	E	Native. Soil adaptable. Bark is thin, protect from mechanical injury. White showy blooms in spring & summer. Good cultivars. Zones 7-9
Maple, Red <i>Acer rubrum</i>	60-75' h 25-35' w	PS/FS	H	F	D	Native. Prefers acidic soil, texture tolerant, wet tolerant. Bark is thin. Fruit attracts wildlife. Many cultivars. Zones 4-9
Oak, laurel/darlington <i>Quercus laurifolia</i>	60-70' h 50' w	PS/FS	H	F	SE	Native. Soil adaptable. Roots will heave sidewalks. Acorns attract wildlife, creates some litter. Zones 6-10
Oak, live <i>Quercus virginiana</i>	60-80' h	PS/FS	H	M	E	Native. Soil adaptable. Roots will eventually heave sidewalks. Good

	60-120' w					wind resistance. Some litter. Zones 8-10
Oak, shumard <i>Quercus shumardii</i>	60-80' h 40-50' w	FS	M	F	D	Native. Soil texture adaptable, acidic. Urban tolerant. Acorns attract wildlife. Some litter. Zones 5-9
Oak, southern red <i>Quercus falcata</i>	60-80' h 60-70' w	FS	M	M	D	Native. Acidic soil, all textures, urban tolerant. Fruit attracts wildlife, no significant litter. Zones 7-9
Oak, scarlet <i>Quercus coccinea</i>	60-75' h 45-60' w	FS	M	M	D	Native. Acidic soil, all textures. Needs ample root space. Nuts attract wildlife. Some litter. Zones 5-8
Oak, swamp chestnut <i>Quercus michauxii</i>	60-70' h 30-50' w	PS/FS	M	M	D	Native. Acidic soil, all textures, occasional wet. Leaf litter persistent, acorns for wildlife. Zones 6-9
Oak, white <i>Quercus alba</i>	60-100' h 60-80' w	PS/FS	H	M	D	Native. Acidic soil, all textures. Protect roots from disturbances. Nuts attract wildlife. Some litter. Zones 3-9
Oak, willow <i>Quercus phellos</i>	60-75' h 40-60' w	FS	M	F	D	Native. Acidic soil, all textures, occasional wet, drought, urban tolerant. Nuts attract wildlife. Some litter. Zones 5-9



Pine, loblolly <i>Pinus taeda</i>	50-80' h 30' w	FS	M	F	E	Native. Soil texture adaptable, acidic. Thick bark-resistant to fire. Needle drop prolific. Zones 6-9
Pine, longleaf <i>Pinus palustris</i>	60-80' h 30-40' w	FS	M	F	E	Native. Soil texture adaptable. Beautiful bark. Needle and cone drop prolific. Drought tolerant once established. Zones 7-10
Redcedar, eastern <i>Juniperus virginiana</i>	40-50' h 8-25' w	FS	H	F	E	Native. Soil pH and texture tolerant. Blue fruit attracts wildlife. Good wind break, urban tolerant. Zones 3-9
Sweetgum <i>Liquidambar styraciflua</i>	75' h 50' w	PS/FS	H	M	D	Native. Soil pH of 7.5 or less. Surface roots. Fruit attract wildlife, significant litter. Cultivar 'Rotundifolia' fruitless. Zones 5-9
Sycamore, American <i>Platanus occidentalis</i>	75-90' h 60-70' w	FS	L	F	D	Native. Soil pH and texture adaptable. Prefers moist soil. Roots may heave sidewalks. Showy bark. Zones 4-9
Tulip poplar <i>Liriodendron tulipifera</i>	80-120' h 25-40' w	FS	H	F	D	Native. Acidic soil, occasional wet. Avoid drought & salt. Showy greenish-yellow blooms in spring. Some leaf drop in high heat. Zones 4-9

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

*Medium Canopy Trees:* (Count for 550 square feet of area for planting—minimum two inches caliber)

Medium Trees 30' - 50' Suitable for spaces with 100 to 200 sqft of total planting space; in a planting strip at least 4-7 feet wide; or place at least 4' from pavement or wall.						
Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Birch, river <i>Betula nigra</i> 'Heritage	40-50' h 40-50' w	PS/FS	M	F	D	Native. Acidic soil. Drought sensitive in confined spaces. Roots need room. Cultivars available. Zones 3B-9
Holly, East Palatka <i>Ilex x attenuata</i>	30-45' h 10-15' w	FS	M	M	E	Florida natural hybrid. Urban & drought tolerant once established. Red berries attract wildlife. Zones 7-9
Holly, American <i>Ilex opaca</i>	40-50' h 15-25' w	FS	M	S	E	Native. Salt and drought tolerant once established. Red berries

						attract birds, no litter. Zones 5-9
Holly, Nellie R. Stevens <i>Ilex x</i>	20-30' h 10-15' w	FS	H	M	E	Hybrid. Soil texture tolerant. Needs male and female plants for berries. Drought tolerant. Showy red berries & deep green leaves. Zones 6-9
Holly, Savannah <i>Ilex x attenuata</i>	30-45' h 6-10' w	FS	M	M	E	Hybrid. Acidic soil, urban tolerant. Red berries attract birds, no litter. Zones 6-9
Magnolia, sweetbay <i>Magnolia virginiana</i>	40-50' h 15-25' w	PS	M	M	D	Native. Acidic soil. Tolerates wetlands. Flood & drought tolerant. Showy, white, fragrant flowers. Zones 5-9
Magnolia, Southern <i>Magnolia grandiflora</i>	30-50' h 15-30' w	FS	H	M	E	Native. Soil adaptable. White showy blooms in summer & early fall. Smaller leaves than species. Zones 6-9
Oak, overcup <i>Quercus lyrata</i>	35-50' h 35-50' w	FS	H	M	D	Native. Soil adaptable, wet & drought tolerant once established. Urban tolerant. Acorns attract wildlife, significant litter. Zones 5-9
Palm, cabbage <i>Sabal palmetto</i>	40-50' h 10-12' w	PS/FS	H	S	E	Native. Soil tolerant, frond and fruit litter messy. Needs irrigation until established as all cut roots die back.

						Southern region only. Zones 8B-11
Redbud, eastern <i>Cercis Canadensis</i> 'Forest Pansy'	20-30' h 15-30' w	PS	M	F	D	Native. Light, rich, moist soil, texture adaptable. Showy purple blooms in spring. Cultivar 'Texas White' good. Short lived. Zones 4-9
Silver bell, <i>Carolina</i> <i>Haleiwa Carolina</i>	20-40' h 15-30' w	PS/FS	H	M	D	Native. Acidic soil. Drought sensitive in full sun, roots need room. Showy white blooms in spring. Zones 5-8
Yellowwood, American <i>Cladastris</i> <i>kentukea</i>	30-50' h 40-50' w	PS/FS	H	M	D	Native. Needs pruning while young. White fragrant blooms. Tolerates urban conditions. Zones 4-8

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

Small Trees < 25' Useful under utility lines; areas with < 100 sf of total planting area; a planting strip with a width of at least 4'.



Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Cherry, Okame <i>Prunusx incamp 'Okame'</i>	15-25' h 20' w	PS/FS	M	M	D	Hybrid. Soil texture and pH adaptable. Roots need room. Pink showy blooms. Fruit attracts birds. Zones 7-9
Crape myrtle, Japanese <i>Lagerstroemia fauriei</i>	35-50' h 25-35' w	FS	H	M	D	Japan. Soil adaptable. Urban tolerant. White showy flowers. Beautiful bark. May be resistant to powdery mildew. Zones 6-9
Dogwood, flowering <i>Cornus florida</i>	20-30' h 20' w	PS	M	M	D	Native. Part shade. Drought sensitive, low salt tolerance, needs good drainage. White showy flowers. Horizontal branching pattern. Zones 5-9
Fringetree <i>Chionanthus virginicus</i>	12-15' h 10-15' w	PS/FS	M	S	D	Native. Acidic soil. Thin bark easily damaged. Urban tolerant. Showy white blooms in spring. Fruit attracts birds. Zones 4-9
Holly, yaupon <i>Ilex vomitoria 'Pendula'</i>	15-20' h 15-20' w	S/FS	M	M	E	Native. Soil & pH greatly adaptable. Urban tolerant. Thin bark. Red berries attract wildlife. Zones 7-10
Magnolia, Southern <i>Magnolia</i>	20-25' h	PS/FS	M	M	E	Native. Soil adaptable. Bark is thin, protect from mechanical injury.

<i>grandiflora</i> 'Little Gem'	10-15' w					White showy blooms in summer and early fall. Zones 7-9
Redbud, Oklahoma <i>Cercis reniformis</i> 'Oklahoma'	20-30' H 15-30' w	PS/FS	M	F	D	Native. Soil & pH adaptable, salt sensitive, showy thick leaves. Zones 5-9
Waxmyrtle <i>Myrica cerifera</i>	15-20' h 20-25' w	PS/FS	M	F	E	Native. Soil & pH adaptable, urban tolerant. Blue berries attract wildlife. Zones 8-11

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

### 3.5 - Buildings on through lots.

- A. Where a lot extends through from one street to another, the setback requirement for each such street shall be complied with and any building shall be dual facing.
- B. No accessory building or other structure shall be placed on through lots if said structures would conflict with other building values or uses on the same street.
- C. On lots having frontage on more than two streets, the minimum front yard shall be provided in accordance with the provisions of this ordinance on at least two of the street frontages.

### 3.6 Flag lots, as defined in Article II, shall be prohibited.

### 3.7 Reserved

### 3.8 - Conversion of dwellings.

The conversion of any building into a dwelling, or the conversion of any dwelling so as to accommodate an increased number of dwelling units, shall be permitted only within a district in which a new building for similar occupancy would be permitted under this ordinance, and only when the resulting occupancy will comply with the requirements governing new construction in such district with respect to minimum lot size, lot area per dwelling unit, percentage of lot coverage, dimensions of yards and other open spaces, and off-street parking. Each conversion shall be subject also to such further requirements as may be specified hereinafter within the article applying to such district.

### 3.8A - Construction sites (portable toilets).

Portable toilet facilities, as approved by the building inspector, shall be furnished at all construction sites for which a building permit has been issued prior to the commencement of work. The building inspector is authorized to waive this requirement upon a showing that alternate sanitary facilities are available to workers at the site.

### 3.8B - Construction sites (waste material).

All landowners, construction and demolition contractors, and other responsible persons for construction or demolition sites shall provide on-site refuse receptacles, bulk containers or detachable containers for loose debris, paper, building material wastes, scrap building materials, and other trash produced by those working on the site. All of the above-mentioned materials shall be containerized by the end of each day, and the site shall be kept in a reasonably clean and litter free condition. Dirt, mud, construction materials, or other debris deposited upon any public or private property as a result of construction or demolition shall be immediately removed by the landowners, construction and demolition contractors, and other responsible persons. Construction or demolition sites shall be kept clean and orderly at all times.

### 3.9 - Deed restrictions.

These regulations shall not lessen any previous deed restrictions or restrictive covenants recorded with any deed, plat, or other legal document relating to the use of lot and building requirements. The person or agency in the capacity of administering and enforcing these regulations shall abide by any deed restrictions or restrictive covenants provided the restrictions are known.

### 3.11 - Nonconforming uses, structures and lots of record.

- A. Nothing contained in this ordinance shall be deemed or construed to prohibit a continuation of any particular lawful use or uses of any land, building, structure, improvement, or premises legally existing in any of the respective districts at the time this ordinance becomes effective; provided, however, that if any such existing lawful use changes to a different use after the date of the adoption of this ordinance, such different use shall conform to the provisions of this ordinance regulating the particular district in which said premises is situated. If any legally existing use or occupancy of a building or premises conflicts with any requirement of this ordinance or any of its amendments, such building shall not be moved, structurally altered, or added to except with the approval of the county commissioners.
- B. All future building structures, repairs, alterations, or other improvements shall comply with all district requirements contained herein, and such structural provisions of the building code and other regulations as have been incorporated herein and made a part hereof, including any building on which construction has been suspended at the time this ordinance was adopted and any building for which foundations were not completed at said time.
- C. No nonconforming building or structure shall be extended or enlarged except as follows:

- a. when authorized by the board of commissioners, which may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed at the time of passage of this ordinance, or
  - b. an administrative variance may be requested when the extension or addition does not increase the non-conformity and meets current code requirements,
- D. A nonconforming use of a building or portion thereof that is discontinued for a continuous period of six months shall not be reestablished except in conformity with the regulations of the district in which such building is located.
- E. A nonconforming building, other than a single-family dwelling, which has been damaged by fire, explosion, act of God, or act of war to the extent of more than 60 percent of its reproduction value at the time of damage shall not be restored except in conformity with the regulations of the district in which it is located. When damage is less than 60 percent of its reproduction value, a nonconforming building may be repaired or reconstructed and used as before the time of damage, provided such repairs or reconstruction are completed within one year of the date of such damage.
- F. Subject to the limitation set forth in section 2.55.2 of this ordinance, a nonconforming single-family dwelling which has been damaged or destroyed by fire, explosion, act of God, or act of war may be repaired, reconstructed, or replaced with a nonconforming structure of the same dimensions and used as before the time of damage, provided such repair, reconstruction, or replacement is completed within one year of the date of such damage and provided that the structure meets all applicable county building and permitting requirements.
- G. A nonconforming structure located on a lot in any district, when once removed, shall not be relocated on such lot and shall not be replaced with another nonconforming structure except as otherwise permitted by this ordinance.

### 3.12 - Nonconforming lots.

- A. *Remedies.* Where two or more nonconforming lots with continuous frontage are under the same ownership or where a nonconforming lot has a continuous frontage with a larger tract under the same ownership, such lot or lots shall be combined to form one or more building sites meeting the lot requirements of the district in which they are located.
- B. *Dwellings on nonconforming lots.* A building permit may be issued for a single-family dwelling on any nonconforming lot, excluding substandard lots, provided that the remedies set forth in this section cannot be complied with and provided that the regulations of the district in which the lot is located are met.
- C. *Nonconforming uses of land.* The nonconforming use of land not involving any principal building or structure existing on the effective date of this ordinance may be continued for a period of not more than three years; provided, however, that no such nonconforming use of the land shall in any way be expanded or extended either on the same or adjoining property. If such nonconforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with the provisions of this ordinance.
- D. *Dwellings on substandard lots.* The county commissioners may authorize the issuance of a building permit for a single-family dwelling for a substandard lot only after it has been determined that remedies as set forth in this section cannot be complied with. The county commissioners may also grant variances to lot and building requirements in cases of hardship, if conditions detrimental to the public health, safety, and welfare are not caused.

### 3.13 - Nonconforming use of buildings and structures.

- A. Use of any building or structure not in conformance with these regulations pertaining to uses permitted on the effective date of this ordinance may not be:



- a. Changed to another nonconforming use except where it is determined by the county commissioners that the design, construction, and character of the building is suitable for uses permitted in the district in which such nonconforming use is situated.
- b. Reestablished after discontinuance for six months except where it is determined by the county commissioners that the design, construction, and character of the building is unsuitable for conforming uses.
- c. Extended, enlarged, or expanded except when authorized by the county commissioners who may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed at the time of passage of this ordinance.

### 3.14 - Fences.

Except in planned manufactured home communities, industrial districts, and general and neighborhood commercial districts, no fence, wall, or screened structure, excluding plants and shrubbery, over six feet in height shall be built within the side and rear yards without a retaining wall. If a retaining wall is provided, the fence or wall may be no more than 10 feet in height. Any wall or fence in the front yard, not including a retaining wall, shall be limited to 48 inches in height. In no case shall a fence be placed within an easement, except with the written approval of the easement holder.

### 3.15 – Yard Encroachments, Overhangs or Extruding Projections.

A. In single-family residential districts, multifamily residential districts, and planned manufactured home community districts, every part of a required yard or court shall be open from its lowest point to the sky, unobstructed except for the customary ornamental features and eaves; provided, however, that none of the above projections shall extend into a required yard more than four feet. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, or other projections shall not extend into any required yard except that uncovered steps may project not more than four feet into the required yard.

*B. Projections into yards and courts.* A wall or fence which meets the height requirements in section XXX may be erected within the limits of any yard not extending beyond the front setback line.

Patios must meet all setback requirements except for rear yards which must be a minimum of five feet from a property line.

Architectural projects. Chimneys, leaders, cornices, eaves, shutters, and bay windows, and the like may extend not more than 24 inches into any required yard.

### 3.16 - Garbage disposal.

Garbage or other refuse shall be deposited only in approved garbage cans or in approved garbage disposal areas.

### 3.17 - Government uses.

The board of county commissioners of Effingham County are not legally exempt from the provisions of this ordinance.

### 3.10 - Excavation of sand, gravel, or other material (for industrial or commercial use).

Excavation shall be considered a temporary use, and shall be permitted only in industrial and agricultural districts. Excavations shall not be nearer than 100 feet to any school, place of worship, dwelling, or highway right-of-way.

### 3.17 - Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.

#### 3.17.1 The following activities shall be subject to review by the Effingham County Planning Board:

1. Excavation of land, or removal of earth that exceeds 1.0 acres of disturbed area.
2. Removal of earth or like material from the subject site to another parcel.
3. Filling of land and/or state/federal jurisdictional waters or wetlands.

\* If any item above meets the project criteria, review by the Planning Board and approval by the Board of Commissioners is mandatory.

#### 3.17.2 Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands.

Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands that are associated with a specific project that has been the board of commissioners that comply with all other regulations set forth in this ordinance are exempt from section 3.17.

#### 3.17.3 Requirements for submittal for planning board and/or staff review.

1. Application and checklist.
  - a. Applications and checklist may be obtained from the Development Services office.
  - b. Application and checklist must be complete and submitted with the all required information.
  - c. Fees in accordance with the Effingham County Schedule of Fees must be paid at the time of application submittal.
2. Excavation activities that have greater than one (1) acre of disturbed area must obtain a state mining permit. A copy of the approved state mining permit must be submitted to the development services office prior to work commencing.
3. Any excavation activity between one (1) acre and ten (10) acres that requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, may be permitted on a conditional basis in the AR-1 zoning district, upon approval of the Board of Commissioners, and after review by the Planning Board.
4. Any excavation activity greater than one (1) acre of disturbed area may be permitted in the PD-MR zoning district. Excavation activities that have greater than ten (10) acres must be permitted in PD- MR.

#### 3.17.3A Requirements for approval and final inspection.

- a) For a pond of less than one (1) acre of disturbed area, applicant shall submit a bond for \$1000. Construction of the pond shall cease within six (6) months of approval date. The bond will be released after submittal of a survey of the new pond site, and successful completion of the final inspection.

- b) For any excavation activity between one (1) acre and ten (10) acres that requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within three (3) years of DNR or GDOT approval date. Extension of excavation activities beyond three (3) years will require approval by the board of commissioners, after review by the planning board. Applicant shall submit a survey of the completed excavation site to Development Services. A final inspection is required. All DNR reclamation requirements shall be met.
- c) For any excavation activity greater than one (1) acre that requires a state mining permit and is permitted in PD-MR, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within five (5) years of DNR or GDOT approval date. Extension of excavation activities beyond five (5) years shall require approval by the board of commissioners, after review by the planning board. Applicant shall submit a survey of the completed excavation site to Development Services. A final inspection is required. All DNR reclamation requirements shall be met.

#### 3.17.4 Construction requirements.

1. All projects must comply with best management practices as outlined in the "Manual for Soil and Sediment Control in Georgia" as specified in O.C.G.A. § 12-7-6.
2. Side slopes of any excavated area must be constructed at a 3:1 slope (one foot in elevation change per three feet of horizontal distance) from the top of the excavation to the bottom at all times during construction and at completion of the excavation.
3. All disturbed areas will have a permanent stand of grass established at completion.
4. No digging and hauling activities shall take place except between the hours of 8:00 am and 5:00 pm Monday through Friday. State permitted mining operations are exempt from this provision.
5. Unless a pond/excavation is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line. Excavations shall not be nearer than 100 feet to any school, church, dwelling, or highway right-of-way. This section shall serve as the buffer requirements for surface mining operations in I-1 zoning districts.
6. The limits of excavation of the pond shall be located at a distance from the nearest access easement or utility easement, as follows:
  - a) For pond depths of 10' or less, the limits of excavation of the pond shall be 20' from the nearest easement or utility easement; and
  - b) For every additional 5' depth of pond, the additional distance from the nearest access easement or utility easement shall be 10'.
7. All wetland impacts must be approved by the USACE.
8. The construction entrance and roadway shall be designed and built pursuant to GSWCC Construction Exit guidance (2016 Edition). The roadway shall extend a minimum of 50 (fifty) feet into the mine site from the paved entrance.

### 3.17A - Ponds—Construction.

- No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Unless a pond is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line.
- No pond shall be located less than ten feet from the nearest access or utility easements.
- The pond sides shall be sloped at a 3 to 1 run to rise ratio.
- All wetland impacts must be approved by the USACE.
- All digging and hauling operation must be completed within six months.

### 3.18 - Land subject to flooding.

No building or mobile home shall be moved into or constructed in a flood prone area unless the first floor elevation, including all mechanical and electrical equipment, ductwork, and any basement, is one foot above the highest elevation at that location expected to be flooded in a 100-year flood. These requirements shall be enforced in accordance with the Effingham County Floodplain Management Ordinance.

### 3.22 - Reserved.

### 3.23 - Moving of buildings.

Whenever a building is moved from any location to a site within Effingham County, the building shall immediately be made to conform to all provisions of the building, plumbing, and electrical codes, if any, and this ordinance. The person causing the building to be moved shall secure a building permit from the zoning office.

### 3.28 - Obstruction to vision at road intersections and driveways.

3.28.1 The minimum development standards set forth in this section shall apply to land abutting streets, street intersections, and driveways delineated as follows :

- (a) The triangle bounded on two sides by the intersecting right-of-way lines, measured 40 feet in each direction from the point of intersection, and on the third side by the diagonal line connecting the ends of the 40-foot sides, as illustrated in Figure 1.
- (b) The triangles bounded on two sides by the intersection of a private driveway, measured 40 feet along the road right-of-way and 12.5 feet along the private driveway. This shall apply to each side of the private driveway.
- (c) Additional sight distance requirements may be imposed on streets and roads maintained by Effingham County or the State of Georgia based on design speed and Institute of Transportation Engineers and American Association of State Highway Transportation Officials standards.

3.28.2 Within the triangles identified in subsection 3.28.1 above, and except as provided in subsection 3.28.2 below, no structure, sign, plant, shrub, tree, berm, fence, wall, or other object of any kind shall be installed, constructed, set out or maintained so as to obstruct cross-visibility at a level between 30 and 120 inches above the level of the center of the street intersection or driveway.



3.28.3 The restrictions of this section shall not apply to:

- (a) Existing natural grades which, by reason of natural topography, rise 30 or more inches above the level of the center of the adjacent intersection;
- (b) Trees having limbs or foliage trimmed in such a manner that no limbs or foliage extend into the area between 30 and 120 inches above the level of the center of the abutting intersection; or
- (c) Fire hydrants, public utility poles, mailboxes, street markers, governmental signs, and traffic control devices.
  - (1) All items listed in (c) above, shall be installed and maintained in accordance with approved standards.

3.28.4 In other than 90 degree intersections or where grades mandate, the Effingham County Building and Zoning Department in coordination with the public works department may impose additional sight triangles under standards adopted by the American Association of State Highway Transportation Officials.

3.28.5 The building official or designee shall investigate violations, issue notices and orders, and perform other duties required for enforcement under this section.

3.28.6 The building official or designee, with the concurrence of the public works director, may, based on design speed and Institute of Transportation Engineers and American Association of State Highway Transportation Officials standards, reduce or waive all or part of these requirements of this section where a waiver could not constitute a traffic hazard or a condition dangerous to public safety. A decision by the building official or designee may be appealed to the board of commissioners.

3.29 - Offensive color, designs, smoke, noise, etc.

Nothing shall be allowed on the premises in any district which would in any way be offensive or obnoxious by reason of the emission of odors, liquids, gas, dust, smoke, vibration, or noise; nor shall anything be placed, constructed, or maintained that will in any way constitute an eye-sore or nuisance to adjacent property owners, residents, or to the community. All uses must satisfactorily comply with the requirements of the state department of natural resources as required by the United States Environmental Protection Agency

(Amend. of 4-4-00(23); Ord. of 12-8-09)

3.35 - Principal building on a lot.

Except in planned manufactured home communities and in the AR district as provided in these regulations, only one principal building and its customary accessory buildings may be erected on any lot of record. Any dwelling shall be deemed to be the principal building on the lot on which the same is located. An addition to any building shall not be construed as a principal building.

3.36 - Retaining walls.

Nothing in these regulations shall be construed to prohibit or to prevent the erection of a retaining wall on any property, provided that such retaining wall does not adversely affect the natural flow of surface water or create any other adverse effect upon adjacent or adjoining properties. However, any application for a retaining wall shall be subject to approval of the Development Services Official or designee before the issuance of a permit.

### 3.37 - Shopping centers.

Shopping centers are hereby defined as a group of retail stores or shops under single ownership or management with an area of five acres or more and with a minimum depth of 300 feet established as a shopping entity with common parking facilities, ingress, and egress, and loading and unloading facilities. Shopping centers shall be permitted in any general neighborhood commercial or mixed-use district and may be developed in accordance with approval of a plat of a subdivision or development as approved by the board of commissioners. The shopping center shall not be divided into separate lots for each store or use. No permit shall be issued for the construction of a shopping center until the plans and specifications, including the design of ingress and egress roads, parking facilities, and other such items as may be found of importance have been approved by the board of commissioners. No buildings shall be erected closer than 50 feet to any road right-of-way line. There shall be provided a minimum of one parking space for each 200 square feet of floor area designed to be used for business or shopping purposes. Such parking area, including maneuvering areas, ingress and egress roads, and driving lands, shall be paved and kept in good repair at all times with a hard, all-weather surface. All points of access shall be to the public road; however, there shall be no public roads or alleys within the shopping center property. All loading and unloading shall be done entirely within the shopping center property. Except as otherwise provided in this section all uses within the shopping center shall conform with other regulations as set forth in this ordinance.

### 3.38 – Lighting

Where lighting facilities are provided outdoors or within a parking area, they shall be designed and installed so as to reflect the light away from any contiguous property. Sources of lighting shall be pointed down and shielded to prevent direct glare caused by unshielded floodlights or other sources of high intensity lighting.

## 3.X – Dwellings in Residential Zones

### Section 1. - Equal treatment.

1.1 Within each zoning district, all allowed residential uses shall be treated equally with respect to zoning ordinance and building code enforcement. To ensure compatibility, the standards contained herein shall be applied equally to all single-family detached dwellings.

### Section 2. - General provisions.

2.1 Upon placement, any means of transportation, such as towing devices, wheels, axles, and hitches, shall be removed, unless the removal of said transportation devices would affect the structural integrity of the structure.

2.2 All structures that require a certificate of occupancy, except historic structures, shall, at a minimum, be completely anchored, and each site-built or manufactured or mobile home installed after October 1, 1993, shall be completely underpinned or "skirted" either with approved masonry, approved treated wood (excluding latticework) or with approved manufacturer's underpinning kits. The underpinning shall be installed and maintained in such a manner as to permit adequate ventilation and to prohibit the intrusion of small animals and rodents. Those structures qualifying under the compatibility standards in section 3 of this article must meet additional foundation requirements. Structures that are elevated more than 48 inches for more than 25 percent of the square footage will not have to be skirted if located in a floodplain area.

2.3 Prohibited uses.

- 2.3.1 No manufactured home, mobile home, or site-built single-family detached dwelling shall remain vacant for a period exceeding 120 days. This subsection does not apply to manufactured housing dealers or planned manufactured housing communities.
- 2.3.2 No manufactured home or mobile home may be used as a storage facility except as provided herein.
- 2.3.3 Failure to comply with the provisions of this section within 60 days of receipt of a certified letter from the Development Services Official or designee will result in the removal of said structure at the real property owner's expense. The cost charged to the property owner for removal of said structure will be the actual removal cost and will be assessed against the land.
- 2.4 Each newly installed manufactured or mobile home that is not located in a planned manufactured home community shall conform to the minimum construction and safety standards required by the U.S. Department of Housing and Urban Development before being connected to any utility service. It is the intent of this section of this ordinance to prohibit moving manufactured or mobile homes into Effingham County that do not conform to the applicable Housing and Urban Development construction and safety standards.
- 2.5 Each mobile home and manufactured home in Effingham County shall have beneath and descending from each outside door of such home a platform and a set of steps descending to the ground or grade level. The steps and platform must be constructed of all-weather materials or manufactured kits. Furthermore, all construction and/or manufactured kits shall comply with the requirements of Georgia Administrative Code Chapter 120-3-7, Rules and Regulations for Manufactured Homes. Each newly installed mobile home and manufactured home in this county shall comply with the requirements of this subsection.
- 2.6 Each manufactured home qualifying as a class A single-family detached dwelling shall be assessed as real property for the purposes of ad valorem taxation.
- 2.7 Except as otherwise provided in this ordinance, all structures existing within the unincorporated areas of Effingham County as of the date of this ordinance [XXXX] shall be considered nonconforming and exempt from the requirements of this ordinance, provided such structures are not relocated, replaced, or expanded.
- 2.8 Subject to the limitation set forth in section 2.55.2 of the Zoning Ordinance of Effingham County, Georgia, a nonconforming single-family dwelling which has been damaged by fire, explosion, act of God, or act of war may be repaired, reconstructed, or replaced with a nonconforming structure of the same dimensions and used as before the time of damage, provided such repair, reconstruction, or replacement is completed within one year of the date of such damage and provided that the structure meets all applicable county building and permitting requirements.
- 2.9. Flag lots, as defined in Article II, shall be prohibited.

### Section 3. - Compatibility standards for single-family dwellings.

- 3.1 *[Requirements.]* All class A, single-family detached dwellings shall meet or exceed the following requirements:

#### 3.1.1 *Foundation.*

- 3.1.1.1 The structure shall be attached to a foundation to be installed according to the manufacturer's or architect's specifications and soil conditions.
- 3.1.1.2 The area beneath the ground floor of the structure shall be enclosed around the exterior of the structure with a curtain wall constructed of masonry at least four inches thick or enclosed by an approved manufacturers underpinning kit, penetrated only by openings for installed vents and access doors. If a masonry curtain wall is constructed a permanent foundation that is at least six inches deep and 12 inches wide must be constructed.

3.1.2 *Exterior siding.* Exterior siding materials shall consist of any combination of wood, brick, stone, stucco, or similar materials, or lap siding of hardboard, vinyl, vinyl covered or painted metal, or similar materials.

3.1.3 *Roofs.*

3.1.3.1 All roof surfaces shall have a minimum pitch of 2:12 (two feet of rise for every 12 feet of run);

3.1.3.2 All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, standing seam (non-corrugated) tin, clay tiles, slate, or similar materials.

3.1.4 *[Minimum width.]* Except as may be provided by Section 3.2, the minimum width of the structure shall be 14 feet.

3.1.5 *[Minimum dimension for landing.]* Each structure must have a landing with a minimum dimension of 48 inches by 48 inches, steps, and handrails.

3.2 *Exemptions from compatibility standards.* Exemptions from the compatibility standards may be granted to place a class B single-family detached dwelling in a residential zoning district restricted to class, single-family detached dwellings, if the structure appears to be compatible in appearance to other housing in the immediate general area within the same zoning or residential district or area. Approval to place the structure may be granted by the planning board upon application and determination that the dwelling is substantially similar or superior in size, siding material, roof material, foundation, and general aesthetic appearance to:

3.2.1 Site-built or other forms of housing which may be permitted in the same general area under this ordinance;

3.2.2 Existing development; or

3.2.3 Proposed development in the same zoning classification or area, or as envisioned in the comprehensive plan of Effingham County.

3.2.4 Notwithstanding the criteria above, the planning board may grant a permit to place a manufactured home of less than 14 feet in width within a zoning district restricted to class A single-family detached dwellings during the construction of a site-built home. Said permit shall remain valid for a period which shall be the lesser of two years or issuance of the certificate of occupancy for the site-built home. Said permit may be extended for a period not to exceed one year upon approval of the county commission.

3.3 *Process.* The owner shall, prior to securing a building permit or placement of the structure, submit to the Development Services Official or designee an application containing the following:

3.3.1 Applicant's name and address and his or her representative, and the interest of every person represented in the application.

3.3.2 Documentation, which may include statements, pictures, or maps, of uses in the zoning district and the abutting district in which the structure is proposed to be placed.

3.3.3 A plat or sketch plan showing the configuration of the land on which the structure is to be placed and the location of placement, including distances of the structure from the property lines.

3.3.4 Specifications or pre-design plans which contain a complete description of the structure, including but not limited to square footage, siding material, roof material and pitch, foundation, and other evidence of the general aesthetic appearance required by the Development Services Official or designee and necessary to make a determination of compliance and compatibility as required by this ordinance.

3.3.5 Documents certifying that the structure is in compliance with the Standard Building Code, the National Manufactured Home Construction and Safety Standards, and any other codes, regulations, or manufacturing standards required by this ordinance.



3.3.6 The applicant must carry the burden of proof to establish that the structure is compatible with surrounding structures. The criteria should include such factors as exterior material, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance. The planning board shall further consider the possible negative effect of the structure on the property values of other properties in the immediate area and the possible effect the structure could have on the surrounding area in the event of inclement weather or high winds.

#### 3.4 Appeals.

3.4.1 The county commission may approve an exemption from one or more of the compatibility standards provided herein on the basis of finding that the material to be utilized or the architectural style proposed for the structure will be compatible and harmonious with existing structures in the vicinity. The findings must be in writing and adopted by the county commission.

3.4.2 The applicant must apply for the exemption and carry the burden of proof to establish that the structure is compatible with surrounding structures. The criteria should include such factors as exterior material, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance. The county commission shall further consider the possible negative effect of the structure on the property values of other properties in the immediate area and the possible effect the structure could have on the surrounding area in the event of inclement weather or high winds. The applicant must file for appeal within 30 days of the decision of the planning board.

3.5 *Violations.* It shall be a violation of this ordinance to occupy any structure without first obtaining a certificate of occupancy from the Development Services Official or designee, who, before issuing said certificate of occupancy, shall determine that the structure is in compliance with the terms of this ordinance and all other zoning requirements and county ordinances. In the event the Development Services Official or designee is unable to determine whether the applicant meets the criteria established by this ordinance or other zoning requirements and county ordinances, the Development Services Official may refer the matter to the planning board for a final determination of applicability.

#### Section 4. - Other structures.

4.1 Any person, firm, or corporation desiring to place a manufactured home or site-built single-family dwelling not complying with the standards in this article within the limits of the county may make an application for same to the Development Services Official. The Development Services Official shall refer said application to the planning board which shall make a recommendation to the county commission on the basis of the criteria set forth in section 4.2 of this article.

4.2 If, in the opinion of the county commission, it should become necessary as a temporary emergency or hardship or for security or protection, such permit may be granted on a limited basis for a period not exceeding one year from the date of permit. If, before the anniversary date of the permit, the emergency or other reasons for the structure ceases to exist, then said permit automatically shall be cancelled and said structure shall be removed by the owner. If said structure is not removed, it will be removed by the county at the owner's expense as provided in section 2.3 of article III of this ordinance.

#### 3.21 - Mobile homes, trailers, mobile home parks, and trailer parks.

No trailer, manufactured home, industrialized home, or mobile home shall be parked outside of a campsite/RV park or planned manufactured home community unless specifically permitted in a particular zoning district to provide living quarters or space for the conduct of a business. A trailer, manufactured home, industrialized building, or mobile home may be used temporarily for office purposes during the construction of a principal building or road upon the issuance of a temporary permit by the zoning officer. Notwithstanding the foregoing, any owner of camping and recreational equipment, including but not limited to travel trailers, pick-up coaches, motorized homes, and boat trailers, may park or store such equipment on private residential property subject to the following conditions:

3.21.1 Such parked or stored camping and recreational equipment shall never be occupied or used for living, sleeping, or housekeeping purposes.

3.21.2 If the camping or recreational equipment is parked or stored outside of a building, it shall be parked or stored, if possible, to the rear of the front building line of the lot.

3.21.3 Notwithstanding the provisions of subsection 3.21.2 above, camping and recreation equipment may be parked anywhere on the premises while actually being loaded or unloaded.

### 3.21A. - Mobile and manufactured homes septic tank installation.

Any certificate of occupancy and any building permit issued for a mobile home or manufactured home may be revoked by the Development Services Official 30 days or more after issuance of such certificate or permit upon a determination that the mobile home or manufactured home has not been connected to a properly functioning septic tank or sewage system, duly approved by the county health department.

### 3.38 - Structures in nonresidential zones

#### Section 1. - Procedure.

An exemption may be granted to locate a manufactured home, manufactured office, or industrialized structure in a nonresidential zoning district for non-residential uses provided the following requirements are met:

- 1.1 An application for placement must be filed with the Development Services Official or designee, said application containing the following:
  - 1.1.1 Applicant's name and address and his representative, and the name and interest of every person represented in the application, and having an interest in the business or enterprise which shall use the structure, and in the land on which the structure shall be located.
  - 1.1.2 A legal description of the property on which the structure is to be placed, together with a recent plat of the property prepared by an architect, engineer, or land surveyor, whose state registration is valid and whose seal shall be affixed to the plat. The plat must contain property lines, bearings, distances, adjoining streets with right-of-way and paving width, location of existing structures, creeks, easements, north arrow, and scale.
  - 1.1.3 A statement of circumstances in the proposed district and the abutting districts.
  - 1.1.4 A plat or sketch plan showing the configuration of the land on which the structure is to be placed and the location of placement, including distances of the structure from the property lines.
  - 1.1.5 Specifications or pre-design plans which contain a complete description of the structure to include square footage, siding material, roof material and pitch, foundation, and other evidence of the general aesthetic appearance required by the Development Services Official or designee and necessary to make a determination of compliance and compatibility as required by this ordinance.
  - 1.1.6 Documents certifying that the structure is in compliance with the Standard Building Code and any other codes, regulations, or manufacturing standards as required by this ordinance.
  - 1.1.7 It shall be a violation of this ordinance to occupy or commence activity from any structure without first obtaining a certificate of occupancy from the Development Services Official or his designee, who shall determine, before issuing a certificate of occupancy, that the structure is in compliance with the terms of this ordinance and all other zoning requirements and county ordinances. In the event the Development Services Official or

designee is unable to determine whether the applicant meets the criteria established by this ordinance, the Development Services Official may refer the matter to the planning board for a final determination of applicability.

1.2 Manufactured homes or industrialized buildings may be permitted in nonresidential districts for nonresidential uses provided the following criteria are met:

1.2.1 Placement of said structure complies with the requirements and limitations generally applicable in such zoning districts, including but not limited to minimum lot size, yard and building spacing, square footage requirements, percentage of lot coverage, off-street parking requirements, and approved foundations as described herein;

1.2.2 The structure compares favorably to site-built and other structures in the immediate general area within the same zoning district. Approval to place the structure shall be granted by the Development Services Official or designee upon application and determination that the structure is substantially similar in size, siding material, roof material, foundation, and general aesthetic appearance to:

- (1) Site-built or other forms of structures which may be permitted in the same general area under this ordinance;
- (2) Existing development; or
- (3) Proposed development in the same zoning district or area, or as envisioned in the comprehensive plan of Effingham County.

1.2.3 In making a determination the Development Services Official or designee shall consider exterior materials, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance.

1.2.4 All towing devices, wheels, axles, and hitches must be removed, unless the removal of said transportation devices would affect the structural integrity of the structure.

1.2.5 The structure shall be attached to a permanent foundation, to include foundation walls. Skirting of structures is not sufficient to comply with the requirements of this article.

1.2.6 The structure shall be constructed according to the standards established by the Standard Building Code adopted by the county and in effect at the time of erection or placement. A manufactured building unit must bear the label or seal of compliance with the National Manufactured Home Construction and Safety Standards issued by the Department of Housing and Urban Development. No manufactured home unit manufactured before June 15, 1976, shall be allowed within the county. The Development Services Official or designee shall report any manufactured home or building unit manufactured after June 15, 1976, that does not bear such seal or label to the state administrative agency having jurisdiction and shall not grant a certificate of occupancy. All modular or industrialized homes must bear any and all labels, stamps, or seals of compliance required by the department of community affairs or Effingham County.

1.3 The county commission, based on a recommendation from the planning board, may approve an exemption from one or more of the development or architectural standards provided herein upon a finding that the material to be utilized or the architectural style proposed for the structure will be compatible and harmonious with existing structures in the vicinity. The applicant must apply for the variance and carry the burden of proof to establish that the structure is compatible with surrounding structures. The criteria should include such factors as exterior materials, square footage, foundation type, and other factors as deemed necessary for compliance and compatibility as required by this ordinance.

3.38 Reserved

3.41 - Swimming pools, private community, or club.

**3.41.1 Swimming pools.** A swimming pool, whether in the ground or permanently installed aboveground, is hereby defined as any pool, lake, or open tank, other than a farm pond, which is not located within a completely enclosed building and which contains, or is capable of containing, water at a depth at any point greater than 1½ feet. No such private swimming pool shall be allowed in the B-1, AR, PD districts, or in any R district, except as an accessory use, and unless it complies with the following conditions and requirements:

**3.41.2 Use.** The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests, and no fee shall be charged.

**3.41.3 Location.** It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten feet to any property line of the property on which it is located.

**3.41.4 Reserved.**

**3.41.5 Community or club swimming pools.** A community or club swimming pool shall be any pool constructed by an association of property owners, or by a private club solely for use and enjoyment by members of the association or club and their families and guests of members. Community and club swimming pools shall comply with the following conditions and requirements:

**3.41.5.1** The pool and accessory structures thereto, including the areas used by the bathers, shall meet the front setback for the district in which it lies. Side and rear setbacks shall be ten feet.

**3.41.5.2** The swimming pool and all of the area used by the bathers shall be so walled or fenced as to prevent uncontrolled access by children from the street or adjacent properties. The said fence or wall shall not be less than four feet in height and maintained in good condition and grounded for electricity. The area surrounding the enclosure, except of the parking spaces, shall be suitably landscaped with grass, hardy shrubs, and trees and shall be maintained in good condition.

(Ord. of 6-23-15)

#### 3.42 - Time limitation.

No building permit for construction, erection, or alteration of any building or structure or part thereof, or for signs or outdoor advertisements, or part thereof, shall be valid for more than six months unless work at the site has commenced within such period.

#### 3.43 - Notice of starting work.

The building and zoning inspector shall be given at least 24 hours' notice by the owner or applicant prior to commencement of work at the site under building permits.

#### 3.44 - Temporary dwelling allowance.

In the case of a single-family residence being destroyed by natural disaster or accidental fire it shall be allowed in all agricultural and single-family residential districts for a recreational vehicle or trailer to be moved onto the property for use as a temporary dwelling during the replacement of the primary residence. This special exemption shall be permitted for a period of no longer than one year. Placement of the vehicle must meet all setback requirements and be approved by the Effingham County Building Department. Sanitation must be approved by the Effingham County Health Department.

(Ord. of 5-4-10, § 1)



## Staff Report

**Subject:** Ordinance Revision  
**Author:** Chelsie Fernald, Planner II  
**Department:** Development Services  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration of an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1- AR-1 Agricultural Residential Districts.**

### Summary Recommendation

In order to create public-facing commerce which embraces the rural character of Effingham County, Staff recommends **approval** of an ordinance revision which creates a new business conditional use specific to conforming AR-1 districts: **Agritourism Business.**

### Executive Summary/Background

- The new ordinance would accommodate agritourism type businesses within Effingham County.
- The definition of an agritourism business states, “the activities conducted on a working farm and offered to the public or to invited groups for the purpose of recreation, education and/or active involvement in the farm operation. These activities link agricultural production and/or processing with tourism in order to attract visitors onto a farm, ranch, or other agricultural business for the purposes of entertaining and/or educating the visitors and generating supplemental income for the farm or ranch owner. Agritourism activities are linked directly to the primary agricultural use of the property and any recreation, education or active involvement in the farm operation is secondary and shall constitute only a percentage of the total working farm.”
- This ordinance would eliminate the need for obtaining an assemblage permit for agricultural residential businesses that host events on their property that are strictly related to the agricultural use of the property.
- Agritourism Businesses would have to provide a concept plan for the business and obtain recommendation and approval from Planning Board and the Board of Commissioners.
- Agritourism Business would be a conditional use within conforming AR-1 districts and not located within a residential subdivision.
- Staff has had an influx of correspondence with business owners and agriculturally zoned property owners who are currently obtaining an assemblage permit annually or who would like to participate in agritourism businesses.

### Alternatives

1. **Approve** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1- AR-1 Agricultural Residential Districts**
2. **Deny** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1- AR-1 Agricultural Residential Districts**

**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**FUNDING:** N/A

**Attachments:** 1. Draft of Agritourism Ordinance

## ARTICLE V – USES PERMITTED

### 5.1 - AR-1 Agricultural residential districts.

#### 5.1.2 Conditional uses.

##### 5.1.2.13 – Agritourism Business

“Agritourism Business” is defined as the activities conducted on a working farm and offered to the public or to invited groups for the purpose of recreation, education and/or active involvement in the farm operation. These activities link agricultural production and/or processing with tourism in order to attract visitors onto a farm, ranch, or other agricultural business for the purposes of entertaining and/or educating the visitors and generating supplemental income for the farm or ranch owner. Agritourism activities are linked directly to the primary agricultural use of the property and any recreation, education or active involvement in the farm operation is secondary and shall constitute only a percentage of the total working farm.

An Agritourism Business is permitted as a conditional use only in conforming Agricultural Residential - AR-1 districts and not located in a residential subdivision. An Agritourism Business may be permitted in said district only if it meets the following criteria:

- (a) An Agritourism Business is a business which is secondary or incidental to the primary use of the property for agricultural or residential purposes, and is of a service, educational, or recreational nature. An Agritourism Business is intended to be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts, and is primarily designed to towards providing local or neighborhood service to the rural-residential area in which it is located. Agritourism Business activities may occur in an accessory structure detached from the principal residence or in an area outside of the dwelling.
- (b) A concept and site plan and narrative for the proposed Agritourism Business shall be provided to the Zoning Administrator for review and approval by the Technical Review Committee. All plans are required to be drawn to scale. An aerial photograph with requirements drawn in may be used if that is the best way for applicant to show the requirements of the plan. The following are required to be included on the concept and site plan:
  - North Arrow;
  - Placement on property for all sign, and structures, including existing structures and residential dwellings;
  - Placement on parcel of all parking spaces to adequately serve the agritourism use or facility;
  - Placement and type of planting for any and all landscaping planned for the site;
  - Distance from property line to all structures and parking areas including handicapped accessible parking space or spaces;
  - Show the nearest county or state highway;
  - Show setbacks from any proposed structures and the property line of the parcel where the proposed use or facility will be located;
  - Access to the property;
  - Location of well/septic; and
  - Known future development (gift shop, planned exhibits, etc.).

The narrative shall answer the following questions and requested information in detail:

- What is the proposed use for the property?
  - How is the property zoned now?
  - What is the zoning of adjacent property owners?
  - What is the nearest county or state highway?
  - Explain in detail why you want to have this agritourism use or facility and how does it promote education of the public on farming or increase economic development in Effingham County?
  - How many acres of land do you propose to use in this agritourism use or facility?
  - How will this use of facility protect and preserve rural character of Effingham County?
  - What steps do you plan to take to ensure that you do not adversely impact neighboring farms or residents?
  - Explain the daily operations with hours of operation.
  - Explain the goals and projected growth for the business.
  - Provide the expected number of daily visitors.
  - Provide an emergency evacuation plan.
- (c) The Agritourism Business shall be reviewed by the Planning Board and approved by the Board of Commissioners before any business activities begin. The Planning Board may recommend to the Board of Commissioners that conditions be imposed to insure the orderly operation of the proposed business and its compatibility with surrounding properties. The Board of Commissioners may place reasonable conditions on the proposed use as deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.
- (d) Any required State or Federal licensing shall be obtained and kept in good standing. An Effingham County Occupational Tax Certificate shall be obtained and renewed annually.
- (e) Any additions or alterations to the residence which will be used for the Agritourism Business shall be of an architectural style in keeping with surrounding residential and agricultural development. Any structure built to house the business must be located to the side or rear of the residence, unless it is at least 100 feet from the front property line and meets all applicable side and rear setbacks. The structure must be readily and easily usable for customary agricultural and residential uses.
- (f) Only one nonilluminated sign not to exceed 16 square feet is permitted, location to be approved by the Zoning Administrator and/or designee. Location of the sign must be at least 15 feet from all property lines.
- (g) Property on which the Agritourism Business is proposed shall have frontage on a public road, or be granted exemption from the condition during approval from the Board of Commissioners. If an exemption is requested, the applicant shall provide a legal opinion letter from an attorney licensed to practice law in the State of Georgia which certifies that there is a recorded access easement granting the owner of the property and its business visitors the right to use said access easement. The legal opinion letter shall be dated within thirty (30) days prior to the date that the Agritourism Business application is received by the County. The Board of Commissioners should also consider the type of roadbed, width, and condition of the access road and whether emergency vehicles will have issues traversing said access road.

- (h) Parking for customers/clients shall be provided on-site, and there shall be no parking along the sides of any public roads.
- (i) Hours of operation shall be limited to daylight hours, except when exemption is granted by the Board of Commissioners during the approval process, or as provided for in this ordinance.
- (j) Operations of an Agritourism Business shall adhere to Effingham County Code of Ordinances, Part II, [Chapter 30], Article II, *Noise Control*.
- (k) Special or Seasonal Events. At such time as the Agritourism Business may wish to rent space for a private party, seasonal event, or any other activity which temporarily occurs outside the implicit scope of operation, the County Manager or designee may approve, or defer to a public hearing, so as to obtain approval from the Board of Commissioners.

(1) *General operating regulations.* The following operating regulations shall be enforced by the owner of the Agritourism Business:

- (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 per the Department of Environmental Health and trash receptacles shall be provided for all events.
- (g) The burden of preserving order during the concert or special event is upon the owner of the Agritourism Business.

(2) *Revocation of use.* 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 upon a 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;
- (b) 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;
- (c) 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
- (d) A governmental agency acting within the scope of its agency.



(l) Examples of uses permitted (as an Agritourism Business):

1. On-farm sales
2. Pick your own
3. Agricultural crafts/ gifts sales
4. Fee fishing/Hunting
5. Wildlife viewing and photography
6. Equine related activities
7. Wagon Rides
8. School tours
9. Garden/Nursery Tours
10. Farm Technical Demonstrations and sales (canning, weaving, soap-making, etc.)
11. Winery Tastings or tours
12. Corn mazes
13. Haunted attractions
14. Small, private zoological attraction or sanctuary
15. Christmas tree farm

(m) **Conservation Use.** Any property that wishes to start an Agritourism Business and has property in Conservation Use should check with the Effingham County Property Tax Assessor's Office prior to obtaining a business license. The Property Tax Assessor's Office can let a property owner know if the proposed business will cause a violation of the conservation use covenant.

## **CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS**

### **ARTICLE VIII. UNFIT BUILDINGS AND PROPERTY**

#### **Sec. 14-71. Purpose and authority.**

This article is adopted per the authority granted by O.C.G.A. §§ 41-2-1 et seq. for the purpose of maintaining the health and cleanliness of the unincorporated areas of Effingham County, and to ensure safe and sanitary conditions in private property by establishing a method for enforcing minimum standards. This section is necessary for the public health, safety and welfare.

#### **Sec. 14-72. Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Closing* means causing a dwelling, building, structure or property to be vacated and secured against unauthorized entry.

*County* means the unincorporated areas of Effingham County, Georgia.

*Dwellings, buildings or structures* means any building or structure or part thereof used and occupied for human habitation, commercial, industrial or business uses or intended to be so used, and includes any outhouses, improvements and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. The term does not include any farm, any building or structure on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

*Owner* means the holder of the title in fee simple and every mortgagee of record.

*Parties in interest* means persons in possession of such property and all persons and entities who have any interest in such dwelling, building or structure, or the property on which it is situated, based on the records of the public officer and of the county courthouse, and based on a 50-year title examination conducted in accordance with the title standards of the State Bar of Georgia, and any party who has filed a notice per O.C.G.A. § 48-3-9.

*Public authority* means any housing authority officer or officer in charge of any department or branch of the county or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the county.

*Public officer* means the building inspector, health department officer, the county manager, or any other county representative approved by the county manager, who are authorized to exercise the powers prescribed by this section, or any agent of such officer or officers, or any other officer or officers appointed by the county manager for purposes of this section.

*Repair* means altering or improving a dwelling, building, structure or property to bring it into compliance with the applicable regulations and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, structure or property.

*Vacancy* means the use of a structure or property is discontinued in excess of 30 consecutive days.

### **Sec. 14-73. Findings and applicability.**

- (a) It is found and declared that there exist in the unincorporated areas of Effingham County dwellings, buildings, structures, and properties which are unfit for human habitation or for commercial, industrial or business uses and not in compliance with the applicable standard codes or optional building, fire, life safety, or other codes adopted by the county; or in violation of general nuisance law and which constitute a hazard to the health, safety, and welfare of the people; and that a public necessity exists for the repair, closing or demolition of such dwellings, buildings or structures. It is further found and declared that where there is a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people and a public necessity exists for the repair of such condition or the cessation of such use. This county should exercise its police power to repair, close or demolish said dwellings, buildings or structures and/or cause the repair of such conditions or the cessation of such use in the manner provided in this section.
- (b) All the provisions hereof may also be applied to private property where there is an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity. A finding by any governmental health department, health officer or building inspector that such property is a health or safety hazard shall constitute prima facie evidence that such property is in violation of this section.

### **Sec. 14-74. Unlawful to own structures or property not compliant with this section.**

- (a) It is the duty of the owner of every dwelling, building, structure or property in the county to construct and maintain such dwelling, building, structure or property in conformance with this section and all applicable codes in force in the county including such regulations which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure or property in violation of such codes or regulations.
- (b) It shall be unlawful and a misdemeanor for any owner to own any dwelling, building, structure or property which: is unfit for human habitation or is unfit for its current commercial, industrial or business use and not in compliance with applicable codes, or is vacant and being used in connection with the commission of drug crimes, or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, or is otherwise in violation of this section.

### **Sec. 14-75. Enforcement procedure.**

- (a) When a request is filed with the public officer by a public authority or at least five residents of the county charging that any dwelling, building, structure or property is unfit for human habitation or for commercial, industrial or business use or when it appears to the public officer (on his or her own motion) that any dwelling, building, structure or property is unfit for human habitation or is unfit for its current commercial, industrial or business use and not in compliance with applicable codes, or is vacant and being used in connection with the commission of drug crimes, or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property.

If the officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes, or is vacant and being used in connection with the commission of drug crimes, or constitutes an endangerment to the

public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists. The following described action shall then be taken.

The officer shall issue and cause to be served upon the owner and any parties in interest in such dwelling, building, structure or property summons and a complaint containing a notice that a hearing will be held in magistrate court not less than 15 days nor more than 45 days after the serving of the complaint; that the owner and any parties in interest shall be given the right to file an answer to the complaint and to appear in person, or by attorney, and give testimony at the place and time fixed in the complaint.

The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the owner and parties in interest; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance.

- (b) If, after the hearing, the court determines that the dwelling, building, structure, or property under consideration is unfit for human habitation or is unfit for its current commercial, industrial or business use and not in compliance with applicable codes; or is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing its findings of fact in support of such determination and shall issue and cause to be served upon the owner and any parties in interest that have answered the complaint or appeared at the hearing an order:
  - (1) If the repair, alteration, or improvement of such dwelling, building, structure, or property can be made at a reasonable cost in relation to the present value of the dwelling, building, structure, or property, requiring the owner, within the time specified in the order, to repair, alter or improve such dwelling, building, structure, or property so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or
  - (2) If the repair, alteration, or improvement of such dwelling, building, structure, or property in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, structure, or property, requiring the owner within the time specified in the order, to remove or demolish such dwelling, building or structure and all debris from the property.
  - (3) If the court finds there is a condition or use of real estate other than addressed above, which renders adjacent real estate unsafe or inimical to safe human habitation and the court further finds that such use is dangerous and injurious to the health, safety and welfare of the people and that a public necessity exists for the repair of such condition or the cessation of such use, the court may order the cleaning or removal of debris, trash and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building or structure, and the order may require the abatement of the public health hazard or general nuisance to eliminate the endangerment to the public health or safety.

For the purposes of this Code section, the court shall make its determination of "reasonable cost in relation to the present value of the dwelling, building or structure" without consideration of the value of the land on which the structure is situated; provided however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered. Income and financial status of the owner shall not be a factor in the court's determination.

The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in O.C.G.A. tit. 43, ch. 39A, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the county.

- (c) If the owner fails to comply with an order to repair, alter, improve or demolish the dwelling, building, structure, or property, or to abate the nuisance to eliminate the endangerment to the public health or safety, the public officer may cause such dwelling, building, structure, or property to be repaired, altered or improved or to be vacated and closed or demolished. Such abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. Time during any court stay on abatement shall not count toward said 270 days. The public officer shall cause to be posted on the main entrance of the building, dwelling, structure, or property a placard with the following words:

"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes; or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

- (d) The amount of the cost of any repair, alteration, improvement, removal or demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which cost was incurred. Credit for salvaged materials sold, per subsection (e) below, shall be given. Such lien shall attach to the real property upon the filing of a certified copy of the order in the office of the clerk of Effingham County Superior Court and shall relate back to the date of the filing of the lis pendens notice required under this section.

The clerk shall record and index such order in the deed records and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes, and shall continue in force until paid. After filing the order with the clerk, and within 90 days of the repair, demolition or closure, the public officer shall forward a copy of the order and notice given to the owner and parties in interest and a final settlement of costs to the county tax commissioner.

It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property per O.C.G.A. §41-2-9, and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. tit. 48, ch. 4; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply.

The tax commissioner shall remit the amount collected to the county. Thirty days after imposition of the lien, the unpaid lien amount shall bear interest and penalties in the same amount as interest and penalties on unpaid real property ad valorem taxes.

- (e) If the dwelling, building or structure is removed or demolished by the public officer, reasonable efforts shall be made to salvage and sell reusable materials at private or public sale, and the proceeds of such sale shall be credited against the cost of the removal or demolition, and proper records shall be kept showing application of sales proceeds. Such sale may be made without public advertisement and bid. The public officer and county shall have no liability related to such sale, including due to defects. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.
- (f) The county may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.
- (g) The redemption amount shall be the full amount of costs as determined above, plus interest, penalties and costs incurred by the county and the tax commissioner in the enforcement of such lien. Redemption of property shall be per O.C.G.A. §§ 48-4-80, 48-4-81.



### **Sec. 14-76. Standards for determination by public officer.**

The public officer may determine that a dwelling, building, structure, or property is unfit for human habitation or is unfit for its current commercial, industrial or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions if he or she finds that conditions exist in or on such building, dwelling, structure, or property which are dangerous or injurious to the health, safety or welfare of the occupants or of other residents. Such conditions may include without limitation:

- (1) Dilapidation and non-compliance with applicable codes;
- (2) Defects increasing the hazards of fire, accidents, or other calamities;
- (3) Lack of adequate ventilation, light, or sanitary facilities;
- (4) Other conditions exist rendering such dwellings, buildings, structures, or property unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the county such as:
  - a. Disrepair, structural defects or uncleanness;
  - b. The interior walls or other vertical structural members list, lean or buckle so that a plumb line passing through the center of gravity of the structural members falls outside of its base so as to create a hazardous condition to the occupants of the structure or the population of the surrounding area;
  - c. Due to unsafe condition the supporting structure or nonsupporting enclosing or outside walls must be replaced;
  - d. The floors or roofs have improperly distributed loads or oversized loads or are so weakened as to be unsafe for their present or intended use;
  - e. The structure has been damaged by wind, fire or other causes so as to imperil the safety or the health of the structure's occupants or of the people of the county;
  - f. There are abandoned wells, shafts, basements or excavations, abandoned refrigerators or motor vehicles, or any structurally unsound fences or any lumber, trash, fences, debris or vegetation, or any condition which may cause lack of safe ingress or egress to the structure(s);
- (5) Vacant dwellings, buildings, or structures in which drug crimes are being committed;
- (6) There exists an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity.

### **Sec. 14-77. Powers of public officers.**

The public officer shall exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this section, including, among others granted herein, the power to:

- (1) Investigate the dwelling conditions in the county in order to determine which dwellings, buildings, structures, or property therein are unfit for human habitation or are unfit for current commercial, industrial, or business use, and not in compliance with applicable codes, or are vacant and being used in connection with the commission of drug crimes, or endanger the public health or safety as a result of unsanitary or unsafe conditions;

- (2) Enter upon premises for the purpose of making examinations; provided, however that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (3) Appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out this section;
- (4) Delegate any of his functions and powers under this section to such officers and agents as he may designate.

**Sec. 14-78. Service of complaints or orders upon parties in interest and owners of unfit buildings or structures.**

- (a) Complaints issued by a public officer pursuant to this section shall be served in the following manner. A copy of the complaint and summons shall be conspicuously posted on the subject dwelling, building, structure or property within three business days of filing of the complaint and at least 14 days prior to the date of the hearing. A copy of the complaint and summons shall also be served in the following way:

At least 14 days prior to the hearing, the public officer shall send the complaint and summons certified mail, return receipt requested, or statutory overnight delivery to all interested parties whose identity and address are reasonably ascertainable. Copies of the complaint shall also be mailed first-class mail to the property address to the attention of the occupants of the property, if any.

For any owner or party in interest whose mailing address is unknown, a notice stating the date, time, and place of hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for 2 consecutive weeks prior to the hearing.

- (b) A notice of lis pendens shall be filed in the office of the clerk of the Effingham County Superior Court at the time of filing the complaint. Such notice shall have the same force and affect as other lis pendens notices provided by law.
- (c) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this section on the owner and any party in interest who answers the complaint or appears at the hearing. Any party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

**Sec. 14-79. Use of revenues, grants and donations to repair, close or demolish unfit buildings or structures.**

The county may make such appropriations from its revenues as it may deem necessary and may accept and apply grants or donations to assist it in carrying out this section.

**Sec. 14-80. Deteriorated structures and premises as nuisances.**

- (a) All structures and/or the surrounding property of the structures which are determined to be in violation of this chapter are hereby declared to be public nuisances. In those instances, where there is an imminent threat to life or safety, the public officer shall be authorized to immediately post the structure as "unsafe for human habitation."

- (b) If such finding of the public officer is contested by the occupants of the structure, then the public officer shall request an immediate hearing before the judge of the magistrate court in order to secure an order requiring any occupants of the unsafe structures to vacate. The public officer shall then proceed as set forth in this section.

**Sec. 14-81. Construction of this section and other laws, ordinances and regulations; appeal.**

Nothing herein shall abrogate or impair the powers of the courts or of any department of the county to enforce any provisions of its ordinances or regulations, nor to prevent or punish violations thereof; and powers conferred herein shall be in addition to and supplemental to powers conferred by any other law or ordinance. Appeal from magistrate court shall be per the Superior and State Court Appellate Practice Act (O.C.G.A. § § 5-3-1 to 5-3-21).

## Staff Report

**Subject:** Approval of Amended Change Order 1 to Pond & Company for Baker Park Improvements - Task Order 23-REQ-002

**Author:** Alison Bruton, Purchasing Agent

**Department:** Parks & Landscaping

**Meeting Date:** October 17, 2023

**Item Description:** Amended Change Order 1 for Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements

**Summary Recommendation:** Staff recommends approval of Amended Change Order 1 of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services for \$27,500

### Executive Summary/Background:

- Task Order 23-REQ-002 was issued to Pond to design/engineer the upgrades needed for Baker Park, and to provide bidding/construction management services for those improvements.
- Change Order 1 was requested in May of 2023 and the Board approved 50% of that request totaling \$27,000. Staff has been working with Pond to update the change order and move the project forward.
- The Amended Change Order 1 includes a water/sewer list station and force main design, and the restroom building renovation design. There is also a credit for well/septic analysis and unexpended restroom design scope items.
- Original Contract Total – \$114,788.80
  - Change Order - \$27,500.00 (\$500 more than the original approval)
  - New Contract Total - \$142,288.80

### Alternatives for Commission to Consider

1. Approval of Amended Change Order 1 of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services for \$27,500.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Parks & Landscaping, County Manager, Purchasing

**Funding Source:** 2017 SPLOST

### Attachments:

- Amended Change Order 1 of Task Order 23-REQ-002
- Original Change Order 1 Request

# Amended Change Order # 1

Project: Task Order 23-REQ-002

Contract Date: October 4, 2022

Change Order Effective Date: October 17, 2023

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

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

DESIGN FEE - WITH RESTROOM EXPANSION	
Task 1 – Water/Sewer Lift Station and Force Main Design	\$6,000.00
Task 2A – Restroom Building Renovation Design (Expansion)	\$26,000.00
Task 2B – Construction Observation Services (Billed Hourly AS NEEDED, Not to Exceed)	\$5,300.00
Credit for Well/Septic Analysis in original Scope	-\$1,600.00
Credit for Unexpended Restroom Interior Arch design in original scope	-\$8,200.00
<b>TOTAL ADD SERVICES</b>	<b>\$27,500.00</b>

The original Contract Sum was.....\$ 114,788.80

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 114,788.80

The Contract Sum will be increased by this Change Order.....\$ 27,500.00

The new Contract Sum including this Change Order will be.....**\$ 142,288.80**

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

Contractor  
POND & Company  
49 Park of Commerce Way, Suite 203  
Savannah, GA 31405

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

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

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

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



49 Park of Commerce Way, Suite 203 T: 912.704.6985  
Savannah, Georgia 31405 www.pondco.com

September 28, 2023

Alison Bruton, Purchasing Agent  
804 S Laurel St  
Springfield, GA 31329  
Email: [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)  
Phone: (912) 754-2159 Ext: 4572

**RE: Baker Park Change Order 01 (Revised) – Additional Civil and Architectural Design Services**

Dear Ms. Bruton,

The County has requested additional services from Pond as follows:

1. To provide design of a lift station, force main and water line from McCall Road to the existing restroom. The design will utilize a field and utility survey provided by Alliance Engineering.
2. Renovation of the existing restroom to include exterior improvements and an addition for one additional water closet on each side, which will require structural, mechanical, and plumbing design.

**Task 1 –Water/Sewer Lift Station and Force Main Design**

- A. Force main and water utilities
  - a. Will include in utility plans a water main along Courthouse Road to McCall Road, indicating valves and fire hydrants as required and a new meter and backflow preventer at the park entrance.
  - b. Design and calculations for a force main, lift station pump and housing to pump effluent from the park to an outfall location on the east side of McCall Road.
  - c. Size of the water and force mains will be determined in coordination with the Client and City of Springfield Utilities.
  - d. Well and septic analysis in original scope will be deleted and credited to this Change order.
- B. ASSUMPTIONS:
  - a. The Client/City will provide required utility details for valves, hydrants, and other typical standard details if required, otherwise, recommended details will be included.
  - b. Sewer and water are available at the intersection of McCall Road and Courthouse Road and any such utilities, Right-of-way and topographic information will be indicated on the survey provided by Alliance Engineering.
  - c. Existing well will remain to service park irrigation only. Irrigation repair and design will be required by the contractor as indicated on a delegated irrigation plan.
  - d. Potable water service will be extended within the park to the Tennis and Pickleball courts and replace connections at the restroom with service lines from new meter.

**Task 2 – Restroom Building Renovation Design**

- A. Schematic Design/Design Development (30%)
  - a. Pond to provide Client with conceptual floorplan layout and renovation schedule for the restroom building.
  - b. It is assumed that the building will be enlarged by approximately 1,200 square feet to accommodate new water closets.
  - c. Pond will provide a proposed materials palette/cut sheets for fixtures, partitions, siding, etc. for Client review and comment.

- d. Pond to organize one virtual meeting to discuss floorplan and materials palette with Client representatives.
  - i. Pond to adjust floorplans and palette based on meeting discussions.
- e. Pond to send updated concept to Client representatives.
  - i. This proposal assumes one additional round of edits based on Client feedback.
- B. Construction Documents (100%)
  - a. Deliverables for this phase will include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
    - viii. Building and Wall Sections
    - ix. Details
    - x. Finishes Schedule
    - xi. MEP Plans and Details associated with the building expansion.
  - b. 90% Plans will be provided to the Client for review and comment as well as submitted for permit.
  - c. 100% plans will be issued upon incorporation of any Client or building permit comments and acceptance of plans by Client through issuance of permit.
- C. Construction Administration, hourly as needed:
  - a. Pond will respond to RFI's and submittals related to the architectural scope.
  - b. Pond will attend site meetings, if requested by Client, related to the additional architectural scope.
- D. ASSUMPTIONS:
  - a. Specifications will be included on the plans. Written architectural/MEP specifications are not included in this scope.
  - b. Heating and ventilating HVAC scope for the restrooms only.
  - c. Stand-alone controls based on occupancy sensor or wall switch.
  - d. Design includes necessary Power, Lighting and Lighting Controls, assumes existing is sufficient for any new electrical design.
  - e. Design excludes Telecommunications, Electronic Security and Lightning Protection. Empty conduit for future cameras is included in the current scope.

### Alternate Task 2 – Restroom Building Renovation Design – No Expansion

- A. In lieu of restroom expansion, Pond will provide design services for interior and exterior improvements to the restroom, including all items in Task 2 above, except for tasks 2.B.a.vi and xi.

### Exclusions:

- Conditions and exclusions from original scope still apply unless specified in the additional services above.
- The County will be responsible for all application, bond, and permit fees.
- Redesign and/or permit revision/resubmittals after initial permit review approval is obtained is not included.
- Any redesign, including due to client direction, as-built analysis, or unforeseen conditions may incur additional cost.
- As-builts and record drawings are to be the Contractor's responsibility and are excluded from this proposal.

## Fee Proposal

<b>DESIGN FEE - WITH RESTROOM EXPANSION</b>	
Task 1 – Water/Sewer Lift Station and Force Main Design	\$6,000.00
Task 2A – Restroom Building Renovation Design (Expansion)	\$26,000.00
Task 2B – Construction Observation Services (Billed Hourly AS NEEDED, Not to Exceed)	\$5,300.00
Credit for Well/Septic Analysis in original Scope	-\$1,600.00
Credit for Unexpended Restroom Interior Arch design in original scope	-\$8,200.00
<b>TOTAL ADD SERVICES</b>	<b>\$27,500.00</b>

<b>DESIGN FEE - NO RESTROOM EXPANSION – Alternate Task 2A</b>	
Task 1 – Water/Sewer Lift Station and Force Main Design	\$6,000.00
Alternate Task 2A - If selected, in lieu of restroom expansion, Pond will provide design services for interior and exterior improvements to the restroom, including all items in Task 2 above, except for tasks 2.B.a.vi and xi.	\$12,000.00
Task 2B – Construction Observation Services (Billed Hourly AS NEEDED, Not to Exceed)	\$5,300.00
Credit for Well/Septic Analysis in original Scope	-\$1,600.00
Credit for Unexpended Restroom Interior Arch design in original scope	-\$8,200.00
<b>TOTAL ADD SERVICES</b>	<b>\$13,500.00</b>

Client may mark out the fee table for the scope not selected.

### Notice-to-Proceed

Upon approval of this Change Order request, Pond will proceed with the services as described.

Sincerely,



Brad Jones, PLA, ASLA  
Senior Project Manager



Matthew Wilder, PLA, ASLA  
Vice President



Melissa Phillips  
Client Liaison

PM	Proj Mgr	Sr Civil	Jr Civil	Jr Landscape	Architect	Arch Intern	Sr ST Eng	Jr ST Eng	Sr MEP Eng	Jr MEP Eng	Jr Landscape	CAOD op	Hours and Cost Totals
													<b>Effingham County Baker Park Scope Mod 01</b>
													<b>STANDARD BILLING RATES</b>
\$ 0	\$ 210.00	\$ 162.84	\$ 115.57	\$ 131.33	\$ 162.85	\$ 110.31	\$ 162.84	\$ 126.07	\$ 152.34	\$ 126.07	\$ 131.33	\$ 93.50	
			12										Hrs. Lift Station/FM
			28										12 Lift Station Calcs
													28 Force Main Design
		4											PM
0	4	12	28	0	0	0	0	0	0	0	0	0	44 HOURS SUBTOTAL
\$ -	\$ 840.00	\$ 1,954.08	\$ 3,235.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,030 COST SUBTOTAL
													Hrs. 2.0 Restroom Renovation Design
													64 Building Schematic/Design Development
													138 Building Construction Documents and Permitting
													202 HOURS SUBTOTAL
0	0	0	0	0	0	36	90	0	26	50	0	0	26,055 COST SUBTOTAL
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,862.60	\$ 9,927.90	\$ -	\$ -	\$ 3,960.84	\$ 6,303.50	\$ -	\$ -	Hrs. 3.0 Construction Administration
													28 Construction Observation (Hourly Not to Exceed)
													4 PM
0	4	0	0	0	0	0	10	0	8.22	0	0	0	32.22 HOURS SUBTOTAL
\$ -	\$ 840.00	\$ -	\$ -	\$ -	\$ 1,628.50	\$ -	\$ 1,628.40	\$ -	\$ 1,252.23	\$ -	\$ -	\$ -	5,349.13 COST SUBTOTAL
0	8				46	90	10	0	34	50		0	278 TOTAL HOURS TASK 1.0-6.0
\$ -	\$ 1,680.00	\$ 1,954.08	\$ 3,235.96	\$ -	\$ 7,491.10	\$ 9,927.90	\$ 1,628.40	\$ -	\$ 5,213.07	\$ 6,303.50	\$ -	\$ -	37,434 TOTAL COST TASK 1.0-6.0
0%	3%	0%	0%	0%	17%	32%	4%	0%	12%	18%	0%	0%	86% PERCENT OF TOTAL HOURS
0%	4%	5%	9%	0%	20%	27%	4%	0%	14%	17%	0%	0%	100% PERCENT OF TOTAL COST
													- EXPENSES / ODCs
													37,434 PROJECT TOTAL
													-\$1,600 Credit 1
													-\$8,200 Credit 2
													27,634 TOTAL AS PRESENTED - 27,500

# Change Order # 1

Project: Task Order 23-REQ-002

Contract Date: October 4, 2022

Change Order Effective Date: April 18, 2023

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

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

ITEM NO.	DESCRIPTION	Total
Task 1	Additional Survey	\$12,190.00
Task 2A	Building Concept Design	\$5,568.00
Task 2B	Building Design Development	\$9,280.00
Task 2C	Building Construction Documents and Permitting	\$22,272.00
Task 2D	Construction Observation Services (Billed Hourly NTE)	\$5,830.00
	<b>TOTAL</b>	

The original Contract Sum was.....\$ 114,788.80

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 114,788.80

The Contract Sum will be increased by this Change Order.....\$ ~~55,140.00~~ \$27,000 (approved)

The new Contract Sum including this Change Order will be.....\$ **169,928.80**

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

By: Wesley M. Corbett

Date: May 02, 2023

Contractor  
 POND & Company  
 49 Park of Commerce Way, Suite 203  
 Savannah, GA 31405

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

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





49 Park of Commerce Way, Suite 203 T: 912.704.6985  
Savannah, Georgia 31405 www.pondco.com

March 31, 2023

Alison Bruton, Purchasing Agent  
804 S Laurel St  
Springfield, GA 31329  
Email: [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)  
Phone: (912) 754-2159 Ext: 4572

RE: Baker Park Change Order 01 – Additional Survey and Architectural Design Services

Dear Ms. Bruton,

The County has requested additional services from Pond as follows:

1. To provide additional survey along Courthouse Rd to State Road 21 for the use of locating a run of public utility service(s) to the park.
2. Restroom/Concession building design services beyond the original scope of the project.

### Task 1 – Additional Survey

As a sub-consultant to Pond, TR Long Engineering will provide the additional survey as defined in the limits of work exhibit below. The survey will include topography/existing conditions as well as Subsurface Utility (SUE) Level B location data.

### Limits of Work

General survey area along Courthouse Rd.



## Task 2 – Restroom / Concession Building Design

- A. Concept Design (25%)
  - a. Pond to provide Client with conceptual floorplan layout for the restroom building.
  - b. It is assumed that the building will be approximately 1500 square feet.
    - i. Additional program requests may result in additional fees.
  - c. Pond will provide a proposed materials palette and archetypal imagery for Client review and comment.
  - d. Pond to organize one virtual meeting to discuss floorplan and materials palette with Client representatives.
    - i. Pond to adjust floorplans and palette based on meeting discussions.
  - e. Pond to send updated concept to Client representatives.
    - i. This proposal assumes one additional round of edits based on Client feedback.
- B. Design Development (60%)
  - a. Once Client approves the floorplan, Pond will move into the design development phase for the building.
  - b. Deliverables for this phase shall include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
  - c. The 60% set will be provided to the Client for review and feedback.
    - i. This proposal includes one virtual meeting to discuss 60% design.
    - ii. Pond will incorporate comments from client.
- C. Construction Documents and Permitting (100%)
  - a. Once the Client has approved the 60% set, Pond will proceed with Construction Documents.
  - b. Deliverables for this phase will include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
    - viii. Building and Wall Sections
    - ix. Details
    - x. Finishes Schedule
    - xi. Structural Notes
    - xii. Foundation Plan
    - xiii. Structural/Framing Details
    - xiv. MEP Plans and Details associated with the building.
  - c. 90% Plans will be provided to the Client for review and comment as well as submitted for permit.
  - d. 100% plans will be issued upon incorporation of any Client or building permit comments and acceptance of plans by Client through issuance of permit.
- D. Construction Administration
  - a. Pond will respond to RFI's and submittals related to the additional architectural scope.
  - b. Pond will attend site meetings related to the additional architectural scope.

### Conditions / Exclusions:

- Conditions and exclusions from original scope still apply unless specified in the additional services above.

- Specifications will be included on the plans. Written specifications are not included in this scope.
- The County will be responsible for all application, bond, and permit fees.
- Heating and ventilating HVAC scope for the restrooms only.
- Stand-alone controls based on occupancy sensor or wall switch.
- Design will include domestic, sanitary and vent systems to support 4-6 water closets.
- Design includes necessary Power, Lighting and Lighting Controls.
- Design excludes Telecommunications, Electronic Security and Lightning Protection.
- Redesign and/or permit revision/resubmittals after initial permit review approval is obtained is not included.
- Any redesign, including due to client direction, as-built analysis, or unforeseen conditions may incur additional cost.
- As-builts and record drawings are to be the Contractor's responsibility and are excluded from this proposal.

### Fee Proposal

Task 1 – Additional Survey	\$12,190.00
Task 2A – Building Concept Design	\$5,568.00
Task 2B – Building Design Development	\$9,280.00
Task 2C – Building Construction Documents and Permitting	\$22,272.00
Task 2D – Construction Observation Services (Billed Hourly Not to Exceed)	\$5,830.00
<b>TOTAL ADD SERVICES</b>	<b>\$55,140.00</b>

\$27,000  
approved by  
BOC)

### Notice-to-Proceed

Upon approval of this Change Order request, Pond will proceed with the services as described.

Sincerely,



Matthew Wilder, PLA, ASLA  
Vice President



Melissa Phillips  
Client Liaison

## Staff Report

**Subject:** Approval of MOU with Effingham County and City of Pooler Fire-Rescue, Training Division

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS

**Meeting Date:** October 18, 2023

**Item Description:** MOU with Effingham County and City of Pooler Fire-Rescue, Training Division

**Summary Recommendation:** Staff recommends approval of the MOU with Effingham County and City of Pooler Fire-Rescue, Training Division

### Executive Summary/Background:

- City of Pooler Fire-Rescue, Training Division and Effingham EMS have requested approval of the MOU to provide a comprehensive learning experience for their personnel from City of Pooler Fire-Rescue, Training Division by riding along with EMS personnel.
- The term of this agreement is from the date of signature to December 31, 2024 and will automatically renew annually unless terminated by either party with 30 days written notice; however, students currently participating shall be given the opportunity to complete their affiliation for the remainder of their program/course.
- This agreement has been reviewed and approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Approval of MOU with Effingham County EMS and City of Pooler Fire-Rescue, Training Division
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** EMS, County Attorney, Purchasing

**Funding Source:** NA

**Attachments:** MOU



## Memorandum of Understanding (MOU)

### AFFILIATION AGREEMENT

Between

Effingham County Board of Commissioners

And the City of Pooler

Fire-Rescue, Training

Division

#### I. PARTICIPATING AGENCY

THIS AGREEMENT made and entered into this 28th day of September 2023 between **City of Pooler Fire-Rescue, , Training Division** hereinafter referred to as **Pooler Fire** and **Effingham County Board of Commissioners** hereinafter referred to as **EMS Service**.

#### II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participants (students) from the City of Pooler Fire-Rescue, within a clinical setting, in accordance with provisions of the guidelines set forth in this agreement.

#### III. GENERAL PROVISIONS OF AGREEMENT

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, marital status, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The EMS Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the EMS Clinical Site in accordance with the provisions of this Agreement.
- C. The term of this Agreement shall be from its date of execution through December 31, 2024 and will automatically renew thereafter annually, provided, however, that either party shall have the right to terminate this Agreement upon 30 days written notice. However, currently participating students shall be given the opportunity to complete their affiliation for the remainder of the program/course they are currently participating.



#### IV. SPECIFIC RESPONSIBILITIES OF Pooler Fire.

- A. **Pooler Fire** shall designate a person or persons to coordinate and act as liaison with the appropriate EMS Service personnel.
- B. **Pooler Fire** shall provide **EMS Service** with a list of participants in the learning experience at least ten (10) business days before each program is to start.
- C. **Pooler Fire** shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the EMS Service.
- D. **Pooler Fire** shall insure that the participants comply with the provisions hereinafter set forth in Section VI of this Agreement.
- E. **Pooler Fire** does undertake and agree that it will indemnify and hold harmless the **EMS Service** and its officers, directors, employees, and agents, of any damages of any kind and by whomever and whenever made arising out of the activity of any participant or student supplied by **Pooler Fire** pursuant to this Agreement.
- F. **Pooler Fire** shall procure and maintain, during the term of this Agreement and any renewal, general liability insurance in the amount of no less than \$1,000,000/\$2,000,000 to cover any and all liability for claims arising out of the activities carried out under this Agreement.
- G. **Pooler Fire** agrees that the **EMS Service** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.
- H. **Pooler Fire** will provide training to all faculty and students on infection control practices as required by CFR1910.1030
- I. **Pooler Fire** will provide verification to the **EMS Service** that all students have received HBV vaccine, TB test results within 12 months, measles, mumps, rubella, and chicken pox status, either proof of having had the disease or the appropriate vaccination, and a Tdap booster.
- J. **Pooler Fire** will provide training to all faculty and students on the HIPPA standards for the security of electronic health information

#### V. SPECIFIC RESPONSIBILITIES OF THE EMS SERVICE

It shall be the responsibility of the **EMS Service** to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. Provide opportunities for a learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student gives that care.

- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with **Pooler Fire** in this Agreement, as appropriate to the learning objectives.

#### VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT (Student)

It shall be the responsibility of the participant(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of the **EMS Service**.
- B. Provide the necessary and appropriate uniform while on duty in the EMS Clinical Site.
- C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- D. Sign a "Hold Harmless Agreement" with the **EMS Service** prior to commencing his/her experience within the EMS Clinical Site.
- E. At all times wear the appropriated badge on every clinical and comply in all respects with the student requirements set forth in the requirements Sheets.

#### VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The **EMS Service** shall reserve the right to request **Pooler Fire** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **EMS Service** or is detrimental to patients or others.

#### VIII. MODIFICATION OF AGREEMENT Modification of this Agreement

May be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

#### IX. COPIES OF AGREEMENT

Copies of this signed Agreement shall be placed on file and be available at the Fire Department Headquarters of Pooler Fire and in the offices of **City of Pooler Fire-Rescue, Training Division** and **Effingham County Board of Commissioners**.

**X. SIGNATURES TO AGREEMENT****A. Effingham County Board of Commissioners**

1.Signed by: \_\_\_\_\_

2.Title: \_\_\_\_\_

3.Date: \_\_\_\_\_

**B. City of Pooler Fire-Rescue, Training Division**1.Signed by: \_\_\_\_\_ 2.Title: ASSISTANT FIRE CHIEF-TRAINING3.Date: 10/4/2023

## Staff Report

**Subject:** Approval of Change Order 1 for McWright LLC for Contract 23-ITB-031

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS/Prison

**Meeting Date:** October 17, 2023

**Item Description:** Approval of Change Order 1 for McWright LLC

**Summary Recommendation:** Staff recommends approval of CO1 in the amount of \$12,081.00 for McWright LLC for Contract 23-ITB-031 – EMS and Prison Maintenance Building Construction/Renovation

### Executive Summary/Background:

- McWright LLC was awarded contract 23-ITB-031 for the renovation/expansion of the EMS Headquarters and construction of the Prison Maintenance building. Albeck Group, LLC is assisting Effingham County in the project management.
- McWright has submitted four (4) change order requests since the beginning of the construction. COR1 was denied by the County with Albeck's input (request for a door swap and time extension). COR2, 3, and 4 have been reviewed by staff and Albeck Group and the recommendation is approval.
- Original Contract Price: \$2,942,170.00
- Change Order 1: \$12,081.00
- Updated Contract Price: \$2,954,251.00

### Alternatives for Commission to Consider

1. Approval of CO1 in the amount of \$12,081.00 for McWright LLC for Contract 23-ITB-031 – EMS and Prison Maintenance Building Construction/Renovation
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Albeck Group, LLC., County Manager, Project Manager

**Funding Source:** SPLOST

**Attachments:** Change Order 1 and supporting documentation

# Change Order # 1

Project: 23-ITB-031 – EMS/PMB Construction

Contract Date: June 21, 2023

Change Order Effective Date: September 19, 2023

Change Order Issued to: McWright, LLC  
1303 Corder Rd  
Warner Robins, GA 31088

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

ITEM NO.	DESCRIPTION	Total
COR 2	Grinder Pump Electrical	\$3,875.00
	- Add 3 phase circuit for grinder pump	
	- PVC conduit and copper wire	
	- Terminate line voltage on control panel	
COR 3	Add door at EMS App Bay	\$3,886.00
	- Furnish door frame, metal door, and hardware	
	- Install door, paint door and frame	
COR 4	EMS Parking Lot Changes	\$4,320.00
	- Delete curb/connect pavement	
	- Mill down 4' of asphalt	
	- Credit included for not having to pave over concrete pad	
	<b>TOTAL</b>	<b>\$12,081.00</b>

The original Contract Sum was.....\$ 2,942,170.00

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 2,942,170.00

The Contract Sum will be increased by this Change Order.....\$ 12,081.00

The new Contract Sum including this Change Order will be.....**\$ 2,954,251.00**

The Contract Time will be increased by **0** days

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

Contractor  
 McWright, LLC  
 1303 Corder Rd  
 Warner Robins, GA 31088

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

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

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

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





# McWright, LLC.

**Date:** August 8, 2023

**Job:** Effingham County EMS and PW

**Address:** 285 1<sup>st</sup> Street Extension Springfield, GA 31329

**Owner:** Effingham County Board of Commissioners

## Change Order Request #2- Grinder Pump Electrical

Reference: RFI #1

Scope of Work:

- Add 3 phase circuit for grinder pump per RFI #2
- PVC conduit and copper wire
- Terminate line voltage on control panel

**Total Add Price-\$3,875.00**

### Materials:

Wire: \$635.00

Conduit: \$525.00

Breaker: \$280.00

Misc: \$95.00

### Labor:

Trench: \$900.00

Conduit: \$200.00

Wire: \$350.00

Breaker: \$50.00

X

Matthew McMillian  
McWright, LLC

<h1 style="margin: 0;">McWright LLC</h1>		PO Box 903 Boanire, GA 31005 <a href="http://www.mcwrightconstruction.com">www.mcwrightconstruction.com</a>	
<b>Project:</b>	Effingham County EMS and PW		
<b>COR #:</b>	2		
<b>Date:</b>	8/8/2023		
<b>Description:</b>	Grinder Pump Electrical		
<b>Architect:</b>	DPR		

Description	Subcontractor	Notes	Price
add 3 phase 30 am circuit fro grinder pumpm/lift station in PVC conduit. Terminate on terminals in control box. Add breaker in panel as required.	Bargeron		\$ 3,035.00

Description	Subcontractor	Notes	Price

Description	Subcontractor	Notes	Price

<b>Totals</b>	<b>Subcontractor(s) Price</b>		<b>\$ 3,035.00</b>
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Cost Summary	
Subcontractor(s)	\$ 3,035.00
GC General Liability	\$ 83.46
GC Job Overhead Expenses	\$ 225.00
Sub Total	\$ 3,343.46
GC Fee	\$ 417.93
Sub Total	\$ 3,761.40
Bond Premium Increase	\$ 112.84
<b>Total</b>	<b>\$ 3,874.24</b>



**Barger Electric Company, LLC**

PO Box 58  
10507 Waycross hwy  
Screven, GA 31560  
Phone: (912) 371-0010  
Email: office@bargerelectriccompnay.com

**Change Order** Item XII. 8.

C/O Date: 8/7/2023

Quoted to: McWright LLC  
PO Box 903  
  
Bonaire, GA 31005

Regarding Job: Effingham EMS&PW/Springfield/G  
EMS - 285 1st St Ext  
PW - 321 Hwy 119 S  
Springfield, GA 31329

C/O Number:	1	Comments
Sequence:	0	
Owner C/O No:		

Description	Amount
Add three phase 30 amp circuit for grinder pump/lift station in PVC conduit.c Control box & control wiring will be handled by others. We will land power on terminals in control box.	0.00
Materials	1,535.00
Labor	1,500.00

Original Contract	\$	287,200.00
Previous Change Orders	\$	0.00
Revised Contract	\$	287,200.00
Current Change Order	\$	3,035.00
<b>New Contract Total</b>	<b>\$</b>	<b>290,235.00</b>

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
McWright LLC

Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Barger Electric Company, LLC



# McWright, LLC.

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**Date:** September 5, 2023

**Job:** Effingham County EMS and PW

**Address:** 285 1<sup>st</sup> Street Extension Springfield, GA 31329

**Owner:** Effingham County Board of Commissioners

## **Change Order Request #3- Add door at EMS App Bay**

Reference: Owner Request

Scope of Work:

- Furnish door frame, metal door, and standard hardware
- Install door
- Paint door and frame

**Total Add Price-\$3,886.00**

**X**

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Matthew McMillian  
McWright, LLC

McWright LLC		PO Box 903 Boanire, GA 31005 <a href="http://www.mcwrightconstruction.com">www.mcwrightconstruction.com</a>	
<b>Project:</b>	Effingham County EMS and PW		
<b>COR #:</b>	3		
<b>Date:</b>	9/5/2023		
<b>Description:</b>	Add Door at EMS App Bay		
<b>Architect:</b>	DPR		

Description	Subcontractor	Notes	Price
Furnish door, frame, and hardware	BHE	Material Only	\$ 2,814.00

Description	Subcontractor	Notes	Price
Install door and frame	McWright		\$ 200.00

Description	Subcontractor	Notes	Price
Paint door and frame	Miller		\$ 250.00

<b>Totals</b>	<b>Subcontractor(s) Price</b>		<b>\$ 3,264.00</b>
	Added Days		0

Cost Summary	
Subcontractor(s)	\$ 3,264.00
GC General Liability	\$ 89.76
GC Job Overhead Expenses	\$ -
Sub Total	\$ 3,353.76
GC Fee	\$ 419.22
Sub Total	\$ 3,772.98
Bond Premium Increase	\$ 113.19
<b>Total</b>	<b>\$ 3,886.17</b>

\$225/day

Superintendent salary, job trailer, administrative, etc





3312 Northside Drive - Suite D-206  
Macon, GA 31210

# Change Order Proposal

Project: Effingham County EMS PW Complex  
Contractor: McWright, LLC  
BHE Change Order Proposal # 1  
BHE Estimate # CO#1  
Rep: RVH  
Date: 8/31/2023  
Sales Tax Rate: 8.00%



Line	Quantity	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	1	Add door Unit HMF, HMD and Hardware	\$2,605.00	X	\$2,813.40
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			<b>TOTAL CHANGE ORDER</b>		<b>\$2,814.00</b>



# McWright, LLC.

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**Date:** October 5, 2023

**Job:** Effingham County EMS and PW

**Address:** 285 1<sup>st</sup> Street Extension Springfield, GA 31329

**Owner:** Effingham County Board of Commissioners

## **(Revised) Change Order Request #4- EMS Parking Lot Changes**

Reference: Owner Request

Scope of Work:

- Delete curb and connect pavement between parking lot and ambulance drive
- Mill down approximately 4' of asphalt in front of concrete pavement under the carport to overlay pavement flush with concrete

**Total Add Price-\$4,320.00**

**X**

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Matthew McMillian  
McWright, LLC

<b>McWright LLC</b>		PO Box 903 Boanire, GA 31005 <a href="http://www.mcwrightconstruction.com">www.mcwrightconstruction.com</a>	
<b>Project:</b>	Effingham County EMS and PW		
<b>COR #:</b>	4		
<b>Date:</b>	9/27/2023		
<b>Description:</b>	EMS Parking Lot Changes		
<b>Architect:</b>	DPR		

Description	Subcontractor	Notes	Price
delete curb and extend asphalt to connect ambulance drive and parking lot. Mill down asphalt at concrete under carport so overlay is flush with concrete. Credit for overlay of existing concrete.	Phillips Paving		\$ 3,409.50

Description	Subcontractor	Notes	Price

Description	Subcontractor	Notes	Price

<b>Totals</b>	<b>Subcontractor(s) Price</b>		<b>\$ 3,409.50</b>
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1

Cost Summary	
Subcontractor(s)	\$ 3,409.50
GC General Liability	\$ 93.76
GC Job Overhead Expenses	\$ 225.00
Sub Total	\$ 3,728.26
GC Fee	\$ 466.03
Sub Total	\$ 4,194.29
Bond Premium Increase	\$ 125.83
<b>Total</b>	<b>\$ 4,320.12</b>

**Office**

1330 Quacco Road  
 Pooler, GA 31322  
 (912) 925-4079

**Plant**

100 SeaPoint Blvd  
 Savannah, GA 31404  
 (912) 659-8209

<b>Proposal Submitted To:</b>	<b>Phone:</b>	<b>Date:</b>
<b>McWright LLC</b>	<b>(478) 636-0487</b>	<b>10/4/23</b>
<b>Address:</b>	<b>City, State, Zip:</b>	
<b>115 SR 96</b>	<b>Bonaire, GA 31005</b>	
<b>Attention:</b>	<b>Contact:</b>	
<b>Michael McMillian</b>	<a href="mailto:mike.mcwrightllc@gmail.com">mike.mcwrightllc@gmail.com</a>	
<b>Project:</b>		<b>BID NUMBER (2023-0317)</b>
<b>Effingham County EMS Expansion and Public Works Complex (CO #1)</b>		

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following work:

Description	Quantity	Unit	Price	Total	
<b>PUBLIC WORKS</b>					Item XII. 8.
MOBILIZATION	1	LS	\$ 500.00	\$ 500.00	
				\$ 500.00	
<i>ASPHALT SECTION</i>					
2" 12.5 MM ASPHALT SURFACE	17	SY	\$ 21.00	\$ 357.00	
2" 12.5 MM ASPHALT SURFACE - AREA UNDER CANOPY	68	SY	\$ 21.00	\$ (1,428.00)	
TRANSITION MILL INTO EXISTING CONC.	1	LS	\$ 4,750.00	\$ 4,750.00	
				\$ 3,679.00	
<i>CONCRETE SECTION</i>					
18" 3000 PSI CURB & GUTTER	27	LF	\$ 28.50	\$ (769.50)	
				\$ (769.50)	
		<b>OVERALL TOTAL</b>		\$ 3,409.50	



- 1 This proposal is **valid for 15 days** from the date the proposal was sent. If this proposal is not accepted before the expiration date Phillips Paving Company reserves the right to revise pricing if Phillips Paving Company chooses to do so.
- 2 All work is to be performed in accordance with the latest drawings and specifications provided **(09/21/2023)** for the proposed work quoted above.
- 3 Owner to carry fire, tornado, and other necessary insurance options upon work quoted above. Workmans Compensation and Public Liability Insurance to be taken out by Phillips Paving Company.
- 4 This proposal ***does not include*** night work, surveying, layout, testing, permits, as-builts, shop drawings, badging, traffic control, flaggers, utilities, landscaping, erosion control, tree protection, tree trimming, removal of unsuitable materials, import materials or bond.
- 5 The asphalt line items of this proposal are tied to the **PG liquid index as of September 1, 2023.** After this date any increase in the liquid index will be passed along to the customer. Asphalt mixes in this proposal are based on the current GDOT specification as of September 2023. Tack coat is included in asphalt line items and will be used, based on maximum asphalt thickness requirements, in accordance with the latest GDOT standards as of September 2023.
- 6 This proposal is quoted for **1 mobilization(s)**. If additional mobilizations are needed Phillips Paving Company can provide them at **\$2,500.00/EA**. If Phillips Paving Company is asked to mobilize into a site that is not ready to be paved, the customer will be charged a mobilization along with a fee for lost working hours.
- 7 All striping line items are priced for a single coat of paint only unless "THERMO" or "DOUBLE COAT" is specified in the description. All thermo line items include temporary striping on final surface within D.O.T. / Municipal right of ways.
- 8 Concrete line items ***do not include*** dye, colored concrete, decorative/stamped concrete or WWF. If any of these items are needed Phillips Paving Company can provided pricing upon request.
- 9 Phillips Paving Company is not responsible for drainage on projects that include areas with less than 1% slope.
- 10 Phillips Paving Co. shall have no obligation to perform in increments, quantities, or portions the work that Phillips Paving Co. plans to perform in a single operation; nor shall Phillips Paving Co. have any obligation to perform work in a different sequence than planned.

Acceptance of Proposal

Respectfully Submitted

**Phillips Paving Company**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Wynn Moore

## Staff Report

**Subject:** Approval of Scheduled Maintenance Agreement with Southeastern Laundry Equipment Sales for the Effingham County Prison

**Author:** Alison Bruton, Purchasing Agent

**Department:** Prison

**Meeting Date:** October 17, 2023

**Item Description:** Scheduled Maintenance Agreement with Southeastern Laundry Equipment Sales for the Effingham County Prison

**Summary Recommendation:** Staff recommends approval of the Scheduled Maintenance Agreement with Southeastern Laundry Equipment Sales for the Effingham County Prison

### Executive Summary/Background:

- The Director of Facilities Maintenance, Fred Ryan, is requesting approval of the Scheduled Maintenance Agreement for the Prison laundry on behalf of Prison staff. This agreement includes quarterly multi-point inspections/service visits. This will provide a proactive approach to the equipment maintenance and help with avoiding downtimes on the machines. The Effingham County Jail also utilizes these machines.
- This agreement is for a 12-month period and will automatically renew each year unless written request to terminate is issued by either party.
- The County will be billed \$625.00 for each service visit. There are five (5) units currently at the Prison that will be included in this agreement.
- Southeastern Laundry Equipment Sales is the vendor that is regularly used for services calls/repairs on the current equipment.

### Alternatives for Commission to Consider

1. Approval of Scheduled Maintenance Agreement with Southeastern Laundry Equipment Sales for the Effingham County Prison for quarterly payments of \$625
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Prison, Facilities Maintenance, Purchasing

**Funding Source:** Prison Operating Budget

**Attachments:** Scheduled Maintenance Agreement





## SOUTHEASTERN

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### LAUNDRY EQUIPMENT SALES

May 2, 2023

Effingham County Prison  
321 Hwy 119 South  
Springfield, GA 31329

### Goals and Objectives:

It is our sincere desire to provide you with the most effective Scheduled Maintenance Program possible in order to maintain productive and efficient equipment.

Benefits of Scheduled Maintenance:

- Ability to monitor the machine in order to produce the best final product whether washing or drying while operating efficiently.
- Scheduled Maintenance helps lead to predictable maintenance. Our inspection can reveal components that should be replaced in advance of potential failures that can result in costly collateral damage. Worn and damaged components, lack of calibration, etc. may also lead to higher utility and operator costs.
- Maintenance will be performed by Certified Alliance Laundry Technicians.
- During the visits, our technicians will be available for any questions from your staff, engineers and operators relating to operation, maintenance and repairs of equipment.

Southeastern Laundry Equipment is pleased to provide the following Scheduled Maintenance Program for your review and consideration:

Energy and Labor Efficient Systems Since 1976

1105 Shana Court, Ste. I • Marietta, GA 30066 • T (770) 928-0080 • F (770) 928-3263 • (800) 522-9274 • [www.selaundry.com](http://www.selaundry.com)

## SCHEDULED MAINTENANCE PROGRAM

1. Scheduled Maintenance – Quarterly multi-point Inspection/service visits during which all listed equipment will be inspected for operational conditions which could create laundry down time and possibly lead to expensive equipment repairs. All listed components and functions of each machine will be inspected and the machines ability to properly complete a cycle efficiently will be verified. Please see attached checklists.

Your technician will attempt to communicate any issues and detail the overall condition of your property's equipment directly to the Maintenance/Engineering Department or appropriate Management. We are confident that this agreement will provide a proactive approach to the equipment maintenance and our tech will make recommendations relating to parts replacement based on age and condition in order to reduce unforeseen service visits and downtime. The technician will not proceed with any recommended repairs without the prior approval of the facility. Parts and any labor for approved repairs will be billed in addition to the quoted maintenance rate.

Please Note:

- Textiles are not included in this agreement.
- Equipment must be accessible (rear, sides, etc).
- Any issues with the chemical pump system are the responsibility of that vendor.
- Daily, Weekly and Monthly Maintenance of the facilities equipment will be the responsibility of the property. We will provide the maintenance schedule on request.
- Scheduled Visits also include Semi-Annual and Annual Maintenance per your machine's schedule. Q1 is Quarterly, Q2 is Quarterly and Semi-Annually, Q3 is Quarterly, Q4 is Quarterly, Semi-Annually and Annually.
- **You must clean your lint per your machine's recommended guidelines.**
- **Scheduled Maintenance CANNOT compensate for operator error or misuse.**

2. The following rates apply for service calls between Scheduled Maintenance visits.

During normal working hours our regular hourly rate applies, plus applicable trip charge (please call to verify). Any parts that might be needed will also be added. Normal work hours are Monday thru Friday 8:00 a.m. to 5:00 p.m.

3. This agreement is for a 12 month period with one visit every 3 months, +/- 30 days. The first service check will begin in \_\_\_\_\_ 2023.

This agreement will automatically renew each year unless a written request is made by either party stating they wish to terminate the agreement. Upon renewal our then current Scheduled Maintenance rates will be billed on a quarterly basis.

Energy and Labor Efficient Systems Since 1976

1105 Shana Court, Ste. I • Marietta, GA 30066 • T (770) 928-0080 • F (770) 928-3263 • (800) 522-9274 • [www.selaundry.com](http://www.selaundry.com)



## LIST OF EQUIPMENT TO BE COVERED

Machine	Placement	Model	Serial
UNIMAC DRYER		UT075NDN0RXA	2206031804
UNIMAC DRYER		UT120MRUQ1A2	1401021241
UNIMAC DRYER		DTB634OM	0012007278
UNIMAC WASHER		UWN100T3VN	1401020186
UNIMAC WASHER		UW60PVQU50001	1000179218

4. The billing for all listed equipment each visit (including travel) will be \$625.00

Starting with: \_\_\_\_\_

5. Southeastern enters into this Scheduled Maintenance Contract with the agreement that the customer will not use any other service company but Southeastern Laundry Equipment for the parts or service of the above listed laundry equipment.
6. The following authorized representative of each company/facility authorize this agreement as follows:

\_\_\_\_\_  
**Southeastern Laundry Equipment Sales**

\_\_\_\_\_  
**Effingham County Prison Chairman**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Energy and Labor Efficient Systems Since 1976

1105 Shana Court, Ste. I • Marietta, GA 30066 • T (770) 928-0080 • F (770) 928-3263 • (800) 522-9274 • [www.selaundry.com](http://www.selaundry.com)

## Staff Report

**Subject:** Approval of Update to HR SOP 2.15 Travel, Employment and Board of Commissioners Expenses, Section C. Guidelines, #3 Meals and Miscellaneous, #1 Per Diem Allowance.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** October 17, 2023

**Item Description:** Request to approve an Update to HR SOP 2.15 Travel, Employment and Board of Commissioners Expenses, Section C. Guidelines, #3 Meals and Miscellaneous, #1 Per Diem Allowance.

## Summary Recommendation

After conducting a BOC Workshop (Tuesday, 6/20/2023) and further discussion at the BOC Retreat (Saturday, 8/26/2023), staff recommends updating HR SOP 2.15 Travel, Employment and Board of Commissioners Expenses, Section C. Guidelines, #3 Meals and Miscellaneous, #1 Per Diem Allowance.

1. *Per Diem* allowance – Expenses shall be paid/reimbursed based on Per Diem Rates determined through the U.S. General Services Administration (GSA) Website (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Partial days shall be prorated on this website as well. If travel is required before 7 a.m., then breakfast will be paid; if travel is required after 7 p.m., then dinner will be paid. If policies herein prove inadequate, then flexibility can be permitted, but only upon the specific advance approval of the County Manager or Chairman.
  - Using the GSA website allows us to remain in compliance with IRS Guidelines.
  - The GSA website automatically updates every six months.

## Alternatives

1. Recommend approval of Update to HR SOP 2.15 Travel, Employment, and Board of Commissioners Expenses, Section C. Guidelines, #3 Meals and Miscellaneous, #1 Per Diem Allowance.
2. Disapprove and provide staff with guidance on how to proceed.

**Other Alternatives:** None

**Department Review:** County Manager, Finance, and Human Resources.

**Funding Source:** No impact.

**Attachment:** Current HR SOP 2.15  
Updated HR SOP 2.15 Draft  
Sample: Springfield, GA October 2023 Per Diem Rates

## FY 2024 Per Diem Rates for ZIP Code 31329

### Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

Standards of Practice: <b>Section 2.15</b>	Issue Date: 6/15/2021 New _____ Revised _____ Supersedes Policy Dated:
Title: <b>Travel, Employment and Board of Commissioners Expenses</b>	Approved By Effingham County Board of Commissioners

### **2.15 - TRAVEL, EMPLOYMENT AND BOARD OF COMMISSIONER EXPENSES**

#### **A. PURPOSE**

The purpose of this policy is to establish uniform expense guidelines for board members, elected officials, employees, and approved volunteers (representing Effingham County). These guidelines will govern all allowed expenses, reimbursements, allowances, and advances for any travel, or other business expenses, which are incurred only when conducting County business as required by the Board of Commissioners.

#### **B. STANDARD**

1. All out-of-County travel by allowed participants shall be reimbursed/advanced only after proper and prior authorization has been obtained. To receive authorization, a Travel/ Expense Form must be completed and submitted for approval.

a. All travel and other County business expenses must be approved by the Department Head (where appropriate) and the County Manager and/or Chairman. The County Manager may refer major travel and expenses (over \$500 – estimated) to the Chairman for joint review.

2. The County will only pay/reimburse the cost of a single room, single coach class airfare, single meals, etc., unless specific advance approval is obtained from the County Manager and/or the Chairman.

3. Advanced per diem payments are authorized at the discretion of the County Manager and/or the Commissioners.





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

Standards of Practice

#### **Section 2.15**

Title: **Travel, Employment and Board of Commissioners Expenses**

### **C. GUIDELINES**

The following list of expenses is allowable for reimbursement/advancement by Effingham County, if they are actually incurred/were caused while conducting County business.

#### 1. **Transportation:**

1. Air Travel – Coach class airfare may be paid/reimbursed for travel to locations of more than 200 miles in distance.

2. Vehicle Travel – The actual expense of any gas and oil will be paid/reimbursed, based on actual receipts, when using a county vehicle. If a County vehicle is not available, a private auto may be used only with prior approval (see above). Mileage will be paid/reimbursed at the current federal allowance for the official County miles only. All persons are encouraged to travel in groups, in order to reduce expenses.

a. Any person operating any County vehicle must possess a current valid driver's license, and is required to report any occurrences affecting their driving record, or the validity of their license, to their Department Head prior to reserving a vehicle.

b. To ensure availability of an automobile, County staff and Commissioners must schedule the use of all county vehicles with the appropriate Department Head or the County Manager.

2. **Lodging:** Payments/reimbursements will be allowed for the actual cost of adequate lodging, only if valid hotel/motel receipts accompany the travel/expense form. Lodging will not be reimbursed if the site of the meeting/business is less than 100 miles from Effingham County. If there is a special event within 100 miles, and lodging is requested, specific advance approval by the County Manager and/or the Chairman must be obtained. Each person shall be responsible for filing the proper tax exemption forms at the time of check-in.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

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#### Section 2.15

Title: **Travel, Employment and Board of Commissioners Expenses**

3. **Meals and miscellaneous:** The cost of related miscellaneous items such as tips, cab or shuttles fares and parking expenses may be paid/reimbursed based on submittal of actual receipts, and only after proper and prior authorization has been obtained. Receipts must be attached to the completed travel/expense form.

1. *Per Diem* allowance – Expenses shall be paid/reimbursed on the basis of a flat allowance of either "Major city" or "Other city" per day. Partial days shall be prorated on this basis. If travel is required before 7 a.m., then breakfast will be paid; if travel is required after 7 p.m., then dinner will be paid. If policies herein prove inadequate, then flexibility can be permitted, but only upon the specific advance approval of the County Manager and/or Chairman.

	<b>*Major City</b>	<b>Other City</b>
Breakfast	\$12.00	\$7.00
Lunch	\$18.00	\$10.00
Dinner	\$30.00	\$18.00
Total per day	\$60.00	\$35.00

(\*Major cities are those with population in excess of 200,000. Commissioners and administrative staff attending legislative functions, county association meetings and sponsored training will use the major rate).

2. Guests, including, but not limited to representatives of companies, local state or federal dignitaries (and their guest) may be entertained on occasion, when it is deemed to be necessary official County business. Guests do not include family or personal guests.

3. If meals are provided as part of the registration fee for conventions, seminars, schools, or association meetings, then the per diem allowance will be adjusted accordingly.

4. **Registration fees:** Fees charged for registration at any convention, seminar, school or association meeting are allowable for reimbursement. Registration fees should be paid in advance (directly to the vendor), so that the County may take



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#### Section 2.15

Title: **Travel, Employment and Board of Commissioners Expenses**

advantage of any discounts for early registration. Requests for advances to pay fees must be accompanied by the registration form.

5. **Advances:** A cash advance can be obtained for items other than registration fees when, in the opinion of the County Manager and/or Chairman, payment would be a hardship for those traveling on County business. All portions of the advance request form must be completed before it is submitted for approval to the County Manager and/or Chairman.

#### 6. **Forms:**

1. The Travel/Expense form is to be used for travel and related expenses. All portions of the form must be completed prior to its submission to the County Manager and/or Chairman for approval.

2. All other travel or other expenses for which County reimbursement is claimed must be reported on the Travel/Expense form. To obtain reimbursement for travel expenses, the form must be submitted to the Purchasing Department within five (5) days of return from travel. To obtain reimbursement for all other expenses, the form must be submitted within thirty (30) days of incurring the expense. All receipts, ticket stubs and vendor documentation that support the payment/reimbursement request must be attached to the travel/expense form. All attached items should be in original form, if possible.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

Standards of Practice: <b>Section 2.15</b>	Issue Date: 6/15/2021 New _____ Revised _____ Supersedes Policy Dated:
Title: <b>Travel, Employment and Board of Commissioners Expenses</b>	Approved By Effingham County Board of Commissioners

### **2.15 - TRAVEL, EMPLOYMENT AND BOARD OF COMMISSIONER EXPENSES**

#### **A. PURPOSE**

The purpose of this policy is to establish uniform expense guidelines for board members, elected officials, employees, and approved volunteers (representing Effingham County). These guidelines will govern all allowed expenses, reimbursements, allowances, and advances for any travel, or other business expenses, which are incurred only when conducting County business as required by the Board of Commissioners.

#### **B. STANDARD**

1. All out-of-County travel by allowed participants shall be reimbursed/advanced only after proper and prior authorization has been obtained. To receive authorization, a Travel/ Expense Form must be completed and submitted for approval.

a. All travel and other County business expenses must be approved by the Department Head (where appropriate) and the County Manager and/or Chairman. The County Manager may refer major travel and expenses (over \$500 – estimated) to the Chairman for joint review.

2. The County will only pay/reimburse the cost of a single room, single coach class airfare, single meals, etc., unless specific advance approval is obtained from the County Manager and/or the Chairman.

3. Advanced per diem payments are authorized at the discretion of the County Manager and/or the Commissioners.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

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#### Section 2.15

Title: **Travel, Employment and Board of Commissioners Expenses**

### **C. GUIDELINES**

The following list of expenses is allowable for reimbursement/advancement by Effingham County, if they are actually incurred/were caused while conducting County business.

1. **Transportation:**

1. Air Travel – Coach class airfare may be paid/reimbursed for travel to locations of more than 200 miles in distance.

2. Vehicle Travel – The actual expense of any gas and oil will be paid/reimbursed, based on actual receipts, when using a county vehicle. If a County vehicle is not available, a private auto may be used only with prior approval (see above). Mileage will be paid/reimbursed at the current federal allowance for the official County miles only. All persons are encouraged to travel in groups, in order to reduce expenses.

a. Any person operating any County vehicle must possess a current valid driver's license, and is required to report any occurrences affecting their driving record, or the validity of their license, to their Department Head prior to reserving a vehicle.

b. To ensure availability of an automobile, County staff and Commissioners must schedule the use of all county vehicles with the appropriate Department Head or the County Manager.

2. **Lodging:** Payments/reimbursements will be allowed for the actual cost of adequate lodging, only if valid hotel/motel receipts accompany the travel/expense form. Lodging will not be reimbursed if the site of the meeting/business is less than 100 miles from Effingham County. If there is a special event within 100 miles, and lodging is requested, specific advance approval by the County Manager and/or the Chairman must be obtained. Each person shall be responsible for filing the proper tax exemption forms at the time of check-in.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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3. **Meals and miscellaneous:** The cost of related miscellaneous items such as tips, cab or shuttles fares and parking expenses may be paid/reimbursed based on submittal of actual receipts, and only after proper and prior authorization has been obtained. Receipts must be attached to the completed travel/expense form.

1. **Per Diem allowance** – Expenses shall be paid/reimbursed based on Per Diem Rates determined through the U.S. General Services Administration (GSA) Website (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Partial days shall be prorated on this website as well. If travel is required before 7 a.m., then breakfast will be paid; if travel is required after 7 p.m., then dinner will be paid. If policies herein prove inadequate, then flexibility can be permitted, but only upon the specific advance approval of the County Manager or Chairman.

2. Guests, including, but not limited to representatives of companies, local state or federal dignitaries (and their guest) may be entertained on occasion, when it is deemed to be necessary official County business. Guests do not include family or personal guests.

3. If meals are provided as part of the registration fee for conventions, seminars, schools, or association meetings, then the per diem allowance will be adjusted accordingly.

4. **Registration fees:** Fees charged for registration at any convention, seminar, school or association meeting are allowable for reimbursement. Registration fees should be paid in advance (directly to the vendor), so that the County may take advantage of any discounts for early registration. Requests for advances to pay fees must be accompanied by the registration form.

5. **Advances:** A cash advance can be obtained for items other than registration fees when, in the opinion of the County Manager and/or Chairman, payment would be a hardship for those traveling on County business. All portions of the advance request form must be completed before it is submitted for approval to the County Manager and/or Chairman.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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#### Section 2.15

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#### 6. **Forms:**

1. The Travel/Expense form is to be used for travel and related expenses. All portions of the form must be completed prior to its submission to the County Manager and/or Chairman for approval.

2. All other travel or other expenses for which County reimbursement is claimed must be reported on the Travel/Expense form. To obtain reimbursement for travel expenses, the form must be submitted to the Purchasing Department within five (5) days of return from travel. To obtain reimbursement for all other expenses, the form must be submitted within thirty (30) days of incurring the expense. All receipts, ticket stubs and vendor documentation that support the payment/reimbursement request must be attached to the travel/expense form. All attached items should be in original form, if possible.

## Staff Report

**Subject:** Approval of Update to HR SOP 3.04 Hours of Work, Section C. Overtime, #9- Exempt Employees.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** October 17, 2023

**Item Description:** Request to approve an Update to HR SOP 3.04 Hours of Work, Section C. Overtime, #9- Exempt Employees.

### Summary Recommendation

After conducting a BOC Workshop (Tuesday, 6/20/2023) and further discussion at BOC Retreat (Saturday, 8/26/2023), staff recommends updating HR SOP 3.04 Hours of Work, Section C. Overtime, #9- Exempt Employees.

9. Exempt employees are those not covered by the FLSA overtime provisions and do not receive overtime pay or compensatory time in place of overtime pay. Exempt employees will receive administrative leave after they work 43 hours a week. The time worked over 43 hours will be calculated hour for hour. The maximum payout of administrative leave is 80 hours in a calendar year. Any administrative leave earned above 80 hours can replace paid time off (PTO.) Exempt employees may use admin leave earned for three consecutive days off. Exempt employees are no longer required to take at least 40 hours of paid time off (PTO) to be eligible for admin leave payout.

- Admin Leave Payout remains 80 hours maximum.
- Exempt Employees can use Admin Leave Earned above 80 hours instead of Paid Time Off (PTO).
- Admin Leave Earned should only be used for up to three consecutive days off.
- Remove the requirement of taking 40 hours of PTO before you are eligible for Admin Leave Payout.

### Alternatives

1. Recommend approval of Update to HR SOP 3.04 Hours of Work, Section C. Overtime, #9- Exempt Employees.
2. Disapprove and provide staff with guidance on how to proceed.

**Other Alternatives:** None

**Department Review:** County Manager and Human Resources.

**Funding Source:** No impact.

**Attachment:** Current HR SOP 3.04  
Updated HR SOP 3.04 Draft



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

Standards of Practice: <b>Section 3.04</b>	Issue Date: 2015 New _____ Revised _____ Supersedes Policy Dated:
Title: <b>Hours of Work</b>	Approved By Effingham County Board of Commissioners

### 3.04 - HOURS OF WORK

#### **A. PURPOSE**

The purpose of this policy is to establish and define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

#### **B. STANDARD**

It is the policy of the County to have an organized workweek to accommodate both business demands and employees' time away from work.

1. The County's standard work week usually consists of five (5) consecutive eight (8) hour days, Monday through Friday, starting at 8:30 a.m. and ending at 5:00 p.m., with a half-hour unpaid lunch period. All employees are required to take at least a half-hour break for lunch each day.

2. A normal working schedule for full-time, regular employees consists of forty (40) hours each workweek. Different work schedules, such as in the case of law enforcement, prison, Fire Department and EMS employees, may be established by the County to meet job assignments and provide necessary County services. Department Heads will advise employees of specific working hours.

3. Part-time and temporary employees shall work hours as specified by their respective Department Heads.

4. The Finance Department maintains official payroll records. Each Department Head shall approve the timecard in ADG Time Cards for each employee assigned after the employee has approved their timecard in ADG Time Cards. The timecard shall record hours worked, leave taken and overtime worked during the pay period.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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Standards of Practice	
<b>Section 3.04</b>	Title: <b>Hours of Work</b>

#### **C. OVERTIME**

It is the policy of the County to provide additional compensation to all nonexempt employees for all overtime, as prescribed by the Fair Labor Standards Act. Under special circumstances, compensatory time may be agreed upon and be taken at the rate of overtime pay.

1. All County positions are designated as either "exempt" or "non-exempt" according to FLSA regulations.

2. For most County employees, the established work period is forty (40) hours within a seven (7) day workweek. For Law Enforcement personnel, the established work period is 171 hours during a 28-day period. For Fire Protection the established work period is 212 hours during a 28-day period.

3. Non-exempt employees are entitled to additional compensation when they work more than the maximum number of hours in a work period.

a. Scheduled overtime – is overtime that is warranted on a continuing basis by the nature of the service or by the operation requirements of the department concerned.

b. Emergency overtime – is overtime necessitated by an unforeseen contingency, which cannot be handled without overtime within the current workweek.

4. When regular or emergency overtime is required, affected employees shall be notified as far in advance as possible.

5. All overtime must be authorized in advance by the employee's Department Head and the County Manager.

6. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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<b>Section 3.04</b>	Title: <b>Hours of Work</b>

7. When computing overtime, holidays and personal leave are not counted as hours worked.

8. Employees may not work through the lunch period and be paid overtime for such work.

9. Exempt employees are those not covered by the FLSA overtime provisions, and do not receive either overtime pay or compensatory time in lieu of overtime pay. Exempt employees will receive administrative leave after they work 43 hours in a week. The time worked over 43 hours will be calculated hour for hour. The maximum of administrative leave is 80 hours and must be spent per calendar year.

**OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS IS POSSIBLE AMONG THOSE EMPLOYEES WHO ARE ABLE TO PERFORM THE WORK.**

#### **D. APPROVAL OF OVERTIME**

The approval by the Department Head of the employees' timecard includes approval for any Overtime worked.

#### **E. TIMECARDS**

Federal and state record-keeping requirements obligate the Board of Commissioners to maintain accurate records and to enforce certain regulations. The following rules must be observed:

1. The FLSA requires that employers keep certain records for all covered employees, including those who are exempt from, minimum wage and overtime provisions.

2. All employees must be paid a minimum wage for all hours worked.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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#### 3. Examples of Compensable Time Worked:

- a. All hours an employee is "suffered or permitted to work" for the employer.
- b. Caring for tools and equipment that are required by the job.
- c. Medical attention required for an on the job injury. (Day of injury only)
- d. Training in regular duties to increase efficiency.
- e. Training programs required by the employer.
- f. Clocking in prior to approval start time or clocking out after approved stop time.

4. No one may enter another employee's clock in or clock out. Failure to observe this rule may subject the violators to dismissal.

5. Workday start time must immediately be entered when the employee is ready to start work. Employee may punch in seven minutes (7) prior to start time and up to seven (7) minutes after start time and will not be charged leave.

6. Employees may not enter a starting time earlier than the time that they are scheduled to begin work, without the approval of the Department Head.

7. Employees are not required to punch their time card before lunch or when returning after lunch unless they plan to take more than 30 minutes for lunch. When an employee works for 6 or more hours, 30 minutes will automatically be deducted each day for the lunch period.

8. Employees leaving the premises during working hours for approved reasons must clock time out when leaving and enter time in when returning. (i.e. appointments, personal errands, extended lunch, etc).

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

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<b>Section 3.04</b>	Title: <b>Hours of Work</b>

9. Employees who are absent for any reason must fill out an Employee Absence Report Form.

10. Any errors or accidental omissions on the timecard that requires correction must be forwarded to the Human Resources Department, in writing. The correction must be requested by the Department Head, not by the employee.

11. Time cards must be approved for processing by 10:00 am on Monday.

#### **F. Department Head Responsibilities**

a. Each employee's timecard must be reviewed and approved for processing no later than 10:00 am on Monday.

b. Time cards must be submitted to the Human Resources Department by 10:00 a.m. on Monday as required for pay purposes.

#### **G. Human Resources Responsibilities**

a. Human Resources will ensure each timecard has been reviewed and approved by the employee and Department Head and notify the Finance Department that timecards are ready to be pulled.

b. Checks are dated for Friday and available for pickup after 9:30 am on Friday.

#### **H. TIME NOT WORKED – APPLICABLE FOR OVERTIME CREDIT**

Excused paid absences shall count as time worked for purposes of computing overtime in the following instances:

1. Absences on County business, including attendance at schools, training courses and programs, at the County's request.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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2. Attendance at Workers' Compensation Board or compensation court proceedings.

#### **I. BREAKS AND MEAL PERIODS**

All breaks shall be arranged so that they do not interfere with County business or service to the public. Department Heads shall schedule meal periods, which will vary depending on departmental workload. Employees must schedule at least 30 minutes as an unpaid lunch break between the hours of 11:30 a.m. - 1:30 p.m. Employees are expected to be back on the job by 1:30 p.m. Lunch breaks may not be applied at the end of the day to realize an earlier stop time for that working day.

#### **J. 40-HOUR WORKWEEK**

Full-time employees (exempt and non-exempt) are responsible for working a full 40-hour workweek unless granted otherwise by their Department Head. FLSA non-exempt employees are not authorized to work more than 40 hours in any workweek unless previously authorized by their Department Head, with concurrence of the County Manager. Exempt employees are expected to work as necessary to meet the demands of their position

#### **K. CALL BACK**

All employees are subject to call back in case of emergencies, or as needed by the County to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. Employees called back to duty will be paid the appropriate rate of pay for hours worked, including the overtime rate, if applicable.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

Standards of Practice: <b>Section 3.04</b>	Issue Date: 2015 New _____ Revised _____ Supersedes Policy Dated:
Title: <b>Hours of Work</b>	Approved By Effingham County Board of Commissioners

### 3.04 - HOURS OF WORK

#### A. PURPOSE

The purpose of this policy is to establish and define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

#### B. STANDARD

It is the policy of the County to have an organized workweek to accommodate both business demands and employees' time away from work.

1. The County's standard work week usually consists of five (5) consecutive eight (8) hour days, Monday through Friday, starting at 8:30 a.m. and ending at 5:00 p.m., with a half-hour unpaid lunch period. All employees are required to take at least a half-hour break for lunch each day.

2. A normal working schedule for full-time, regular employees consists of forty (40) hours each workweek. Different work schedules, such as in the case of law enforcement, prison, Fire Department and EMS employees, may be established by the County to meet job assignments and provide necessary County services. Department Heads will advise employees of specific working hours.

3. Part-time and temporary employees shall work hours as specified by their respective Department Heads.

4. The Finance Department maintains official payroll records. Each Department Head shall approve the timecard in ADG Time Cards for each employee assigned after the employee has approved their timecard in ADG Time Cards. The timecard shall record hours worked, leave taken and overtime worked during the pay period.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

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#### Section 3.04

Title: **Hours of Work**

### C. OVERTIME

It is the policy of the County to provide additional compensation to all nonexempt employees for all overtime, as prescribed by the Fair Labor Standards Act. Under special circumstances, compensatory time may be agreed upon and be taken at the rate of overtime pay.

1. All County positions are designated as either "exempt" or "non-exempt" according to FLSA regulations.

2. For most County employees, the established work period is forty (40) hours within a seven (7) day workweek. For Law Enforcement personnel, the established work period is 171 hours during a 28-day period. For Fire Protection the established work period is 212 hours during a 28-day period.

3. Non-exempt employees are entitled to additional compensation when they work more than the maximum number of hours in a work period.

a. Scheduled overtime – is overtime that is warranted on a continuing basis by the nature of the service or by the operation requirements of the department concerned.

b. Emergency overtime – is overtime necessitated by an unforeseen contingency, which cannot be handled without overtime within the current workweek.

4. When regular or emergency overtime is required, affected employees shall be notified as far in advance as possible.

5. All overtime must be authorized in advance by the employee's Department Head and the County Manager.

6. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

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#### Section 3.04

Title: **Hours of Work**

7. When computing overtime, holidays and personal leave are not counted as hours worked.

8. Employees may not work through the lunch period and be paid overtime for such work.

9. Exempt employees are those not covered by the FLSA overtime provisions and do not receive overtime pay or compensatory time instead of overtime pay. Exempt employees will receive administrative leave after they work 43 hours a week. The time worked over 43 hours will be calculated hour for hour. The maximum administrative leave paid out is 80 hours. Exempt employees do not have to take 40 hours of Paid Time Off (PTO) to receive their Admin Leave payout. Admin Leave earned above 80 hours can be used in place of regular Paid Time Off (PTO.) Exempt employees can only use three consecutive business days of Paid Admin Leave hours instead of Paid Time Off (PTO.)

**OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS IS POSSIBLE AMONG THOSE EMPLOYEES WHO ARE ABLE TO PERFORM THE WORK.**

#### **D. APPROVAL OF OVERTIME**

The approval by the Department Head of the employees' timecard includes approval for any Overtime worked.

#### **E. TIMECARDS**

Federal and state record-keeping requirements obligate the Board of Commissioners to maintain accurate records and to enforce certain regulations. The following rules must be observed:

1. The FLSA requires that employers keep certain records for all covered employees, including those who are exempt from, minimum wage and overtime provisions.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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**Section 3.04**Title: **Hours of Work**

2. All employees must be paid a minimum wage for all hours worked.
  
3. Examples of Compensable Time Worked:
  - a. All hours an employee is "suffered or permitted to work" for the employer.
  - b. Caring for tools and equipment that are required by the job.
  - c. Medical attention required for an on the job injury. (Day of injury only)
  - d. Training in regular duties to increase efficiency.
  - e. Training programs required by the employer.
  - f. Clocking in prior to approval start time or clocking out after approved stop time.
  
4. No one may enter another employee's clock in or clock out. Failure to observe this rule may subject the violators to dismissal.
  
5. Workday start time must immediately be entered when the employee is ready to start work. Employee may punch in seven minutes (7) prior to start time and up to seven (7) minutes after start time and will not be charged leave.
  
6. Employees may not enter a starting time earlier than the time that they are scheduled to begin work, without the approval of the Department Head.
  
7. Employees are not required to punch their time card before lunch or when returning after lunch unless they plan to take more than 30 minutes for lunch. When an employee works for 6 or more hours, 30 minutes will automatically be deducted each day for the lunch period.

## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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#### **Section 3.04**

Title: **Hours of Work**

8. Employees leaving the premises during working hours for approved reasons must clock time out when leaving and enter time in when returning. (i.e. appointments, personal errands, extended lunch, etc).

9. Employees who are absent for any reason must fill out an Employee Absence Report Form.

10. Any errors or accidental omissions on the timecard that requires correction must be forwarded to the Human Resources Department, in writing. The correction must be requested by the Department Head, not by the employee.

11. Time cards must be approved for processing by 10:00 am on Monday.

#### **F. Department Head Responsibilities**

a. Each employee's timecard must be reviewed and approved for processing no later than 10:00 am on Monday.

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#### **G. Human Resources Responsibilities**

a. Human Resources will ensure each timecard has been reviewed and approved by the employee and Department Head and notify the Finance Department that timecards are ready to be pulled.

b. Checks are dated for Friday and available for pickup after 9:30 am on Friday.

#### **H. TIME NOT WORKED – APPLICABLE FOR OVERTIME CREDIT**

Excused paid absences shall count as time worked for purposes of computing overtime in the following instances:



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

### Human Resources Standards of Practice

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**Section 3.04**Title: **Hours of Work**

1. Absences on County business, including attendance at schools, training courses and programs, at the County's request.

2. Attendance at Workers' Compensation Board or compensation court proceedings.

**I. BREAKS AND MEAL PERIODS**

All breaks shall be arranged so that they do not interfere with County business or service to the public. Department Heads shall schedule meal periods, which will vary depending on departmental workload. Employees must schedule at least 30 minutes as an unpaid lunch break between the hours of 11:30 a.m. - 1:30 p.m. Employees are expected to be back on the job by 1:30 p.m. Lunch breaks may not be applied at the end of the day to realize an earlier stop time for that working day.

**J. 40-HOUR WORKWEEK**

Full-time employees (exempt and non-exempt) are responsible for working a full 40-hour workweek unless granted otherwise by their Department Head. FLSA non-exempt employees are not authorized to work more than 40 hours in any workweek unless previously authorized by their Department Head, with concurrence of the County Manager. Exempt employees are expected to work as necessary to meet the demands of their position.

**K. CALL BACK**

All employees are subject to call back in case of emergencies, or as needed by the County to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. Employees called back to duty will be paid the appropriate rate of pay for hours worked, including the overtime rate, if applicable.

## Staff Report

**Subject:** Audit engagement letter for FY 2023  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 10/17/23  
**Item Description:** Consideration to approve an engagement letter between the Effingham County Board of Commissioners and Lanier, Deal, Proctor & Bloser for audit services for the fiscal year ended June 30, 2023

### Summary Recommendation:

Staff recommends approving the engagement letter with Lanier, Deal, Proctor & Bloser for audit services for fiscal year ended June 30, 2023.

### Executive Summary/Background:

Beginning with fiscal year 2013 Lanier, Deal, Proctor & Bloser (formerly Thigpen, Lanier, Westerfield & Deal and later Lanier, Deal & Proctor) has provided audit services of the County's annual financial statements and internal controls.

Last year, the County recently put these services out to bid and given their competitive pricing and quality work in prior years, Lanier, Deal, Proctor & Bloser were awarded the contract at the July 19<sup>th</sup>, 2022 public meeting.

Each fiscal year an audit is conducted. This audit is conducted in order to meet state and federal requirements of the county, to ensure the financial statements of the county are presented fairly in all material aspects, and are in conformity with generally accepted accounting principles known as GAAP.

There are three major portions of the audited statements: The independent auditor's report, the management discussion and analysis, and the financial statements. The independent auditor's report is the auditor's opinion. Management's discussion and analysis is staff's narrative of the audited statements. The financial statements contain both countywide and individual fund statements. The audit is conducted in accordance with GASB (Governmental Auditing Standards). The auditor's work includes items such as review of internal controls, review of recorded financial transactions, review of compliance related issues, and examination and testing in order to express an opinion on these items.

The cost of this service for FY 2023 is expected to be \$44,500 and if the single audit is required, an additional \$3,500.



**Alternatives for Commission to Consider:**

1. Approve the Letter of Engagement for FY 2023 audit services with Lanier, Deal, Proctor & Bloser.
2. Do not approve the Letter of Engagement.
3. Provide Staff with Direction

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve the Letter of Engagement for FY 2023 audit services with Lanier, Deal, Proctor & Bloser.

**Other Alternatives:**

N/A

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

Finance

**Funding Source:**

General fund

**Attachments:**

Engagement letter from Lanier, Deal, Proctor & Bloser for FY 2023  
Signed audit contract

## Services Contract

Between

Effingham County Board of Commissioners  
804 South Laurel Street  
Springfield, GA 31329

and

LANIER, DEAL & PROCTOR, CPAS  
PO BOX 505, 201 S Zetterower Ave.  
Savannah, GA 30458

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

### WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in 22-15-002 – Audit Services; and

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

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

### ARTICLE I TERMS AND CONDITIONS OF THIS CONTRACT

#### SECTION I-1 TERMS OF SERVICE.

The scope of services and the terms and conditions of performance shall be as specified in this document and in 22-15-002 – Audit Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

#### SECTION I.2 CONTRACT.

This Contract will commence for the FY22 financial audit and continue through the FY23 financial audit, with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Vendor or:

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated.

#### SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

#### SECTION I-4 PERSONNEL AND EQUIPMENT.

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

#### SECTION I-5 CHANGES TO THIS CONTRACT.

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

#### SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

County may terminate this Contract for cause or Vendor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Vendor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

**SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.**

County may terminate without cause, upon seven (7) days written notice to Vendor. In such case, Vendor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Vendor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.**

The obligation of the County for payment to the Vendor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

**SECTION I-9 INDEMNIFICATION.**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Vendor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Vendor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Vendor.

**SECTION I-10 COVENANT AGAINST CONTINGENT FEES.**

The Vendor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Vendor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Vendor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION I-11 PROHIBITED INTERESTS.**

- A. Conflict of Interest. The Vendor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further agrees that, in the performance of the Contract no person having such interest shall be employed.
- B. Statement of disclosure: Vendor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**

Vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**SECTION I-12 AUDITS AND INSPECTIONS.**

At any time during normal business hours and as often as the County may deem necessary, the Vendor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Vendor as requested by the County.

**SECTION I-13 INDEPENDENT VENDOR.**

Vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent Vendor and not as the agent or employee of the County. The Vendor 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 Vendor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

**SECTION I-14 NOTICES.**

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Vendor.

All written notices, demands, and other papers or documents to be delivered to the Vendor under this Contract shall be transmitted by certified mail, postage prepaid, to Richard N. Deal, LANIER, DEAL & PROCTOR, CPAs, PO BOX 505, Savannah, GA., 30458. It shall be Vendor's responsibility to inform the County of any change to this contact address.

**SECTION I-15 COMPLIANCE WITH LAWS.**

The Vendor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including but not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

**SECTION I-16 ASSIGNABILITY.**

The Vendor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

**SECTION I-17 GOVERNING LAW.**

This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

## ARTICLE II COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

**SECTION II-1. COMPENSATION FOR VENDOR SERVICES.**

The County shall pay the Vendor for his services as follows:

See attachment A for full fee schedule.

- ☐ FY22 for \$44,500 and FY23 for \$44,500
- ☐ If single audit required, \$3,500

These rates and fees shall remain in effect until completion of the FY23 audit without exception.

All invoices shall contain the following:

Date services performed  
Detailed account of services performed  
Location of services performed  
Name of employee providing said services  
Name of County employee requesting said services

No work shall take place without advanced written approval of the County's Finance Director. If the Vendor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's Finance Director.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Vendor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Vendor. The County will immediately notify the Vendor of its intention to withhold payment of any invoice or voucher submitted.

#### **SECTION II-2. PAYMENT OF TAXES AND FEES.**

The Vendor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

#### **SECTION II-3. QUANTITIES GUARANTEED.**

The Vendor represents, understands and agrees that this is an "ON CALL" / "LUMP SUM" contract, to guarantee pricing for services contained herein.

### **ARTICLE III INSURANCE REQUIREMENTS**

**SECTION III-1. INSURANCE PROVISIONS:** Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

#### **General Information that shall appear on a Certificate of Insurance:**

1. Name of Producer (Vendor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

#### **Limits of Insurance:**

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

**Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The Vendor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The VENDOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

**Additional Coverage for Engineering, Architectural and Surveying Services:**

**Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. **Coverage Requirement:** If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

#### ARTICLE IV WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Vendor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Vendor with the terms and conditions of this Contract.

#### ARTICLE V GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Vendor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Vendor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining



provisions will continue in full force and effect without being impaired or invalidated in any way.

If Vendor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Vendor from County for services rendered prior to the date of death or dissolution shall be paid to Vendor's executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI  
AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

By his, her, or their signature(s) below, the person or persons signing on behalf of Vendor warrant that (1) they are authorized to sign on behalf of Vendor; (2) that to the extent Vendor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This 4<sup>th</sup> day of August, 2022.

LANIER, DEAL & PROCTOR, CPAS

  
Signature

Partner  
Title

  
Witness - Signature

Accountant  
Witness - Title

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

  
WESLEY CORBITT, CHAIRMAN

Attest:

  
Stephanie Johnson, County Clerk

CONTRACT NO. 22-15-002

COMMISSION APPROVAL DATE:

July 19, 2022

Lanier, Deal, & Proctor Pricing Proposal - Alt 2.

**EFFINGHAM COUNTY  
BOARD OF COMMISSIONERS**

**RESPONSE TO REQUEST FOR AUDIT SERVICES  
SECTION II**

Proposer: Lanier, Deal & Proctor, CPAs  
P.O. Box 505  
201 S. Zetterower Ave.  
Statesboro, Georgia 30458  
(912) 489-8756  
Contact Person: Richard N. Deal

June 30, 2022

1. Primary Contact

Richard N. Deal, CPA, CGMA  
(912) 489-8756  
rdeal@statesborocpa.com

2. Management Letter

A management letter discloses findings and recommendations for improvements in internal control or other issues that are identified during the audit but not required to be included as deficiencies or instances of noncompliance within the auditor's report. We will discuss any such matters with county staff and draft a management letter if necessary.

3. Anticipated Assistance from County Staff

We would require that the County provide detail trial balances by account as well as general ledger details for all of the County's funds. We prefer that these documents be provided in an excel format that allows us to import data and more efficiently perform certain testing. We anticipate that County Staff would provide all relevant schedules prepared by them during their work to close the County's fiscal year to support the accuracy of account balances. These schedules can be provided electronically as well. As described in our audit policies and procedures, our staff will select certain items for testing from transaction lists, schedules prepared by County staff, and general ledger details. We would anticipate that this information would be provided in a timely manner in order to maintain the anticipated timeline for the engagement.

4. Tentative Schedule

September 12<sup>th</sup> – Trial balances and general ledger details to be provided by county staff.

September 13<sup>th</sup> – September 16<sup>th</sup> – Any other relevant schedules prepared by county staff to be provided to audit staff assigned to the engagement.

September 17<sup>th</sup> - September 30<sup>th</sup> – Preliminary planning procedures, including internal control documentation, risk assessments, and preliminary analytical reviews. Constitutional officers will be contacted to schedule fieldwork for their offices.

October 1<sup>st</sup> – October 15<sup>th</sup> – Samples will be selected and an additional list of items needed will be provided to the County. Some on-site fieldwork may be completed in the offices of the County's constitutional officers at this time.

October 16<sup>th</sup> – November 5<sup>th</sup> – Any on-site fieldwork required will be performed at a time convenient for county staff and other audit workpapers will be prepared from documentation previously provided by County staff.

## Lanier, Deal, &amp; Proctor Pricing Proposal - Alt 2

November 6<sup>th</sup> – November 26<sup>th</sup> – Audit staff will provide a list of any further information required to perform sufficient testing of account balances based on preliminary audit procedures performed. Questions will be resolved at that time.

November 27<sup>th</sup> – December 9<sup>th</sup> – Preparation of financial statements and final audit documentation.

December 10<sup>th</sup> – Draft to of the financials statements to be provided to county staff to utilize in order to prepare the Management Discussion and Analysis.

December 20<sup>th</sup> – Final draft of the Audited Financial Statements to be provided to the County.

5. Cost Proposal

Cost proposals for the fiscal years ending June 30, 2022 and June 30, 2023 are attached.

EFFINGHAM COUNTY, GEORGIA  
 SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
 FOR THE AUDIT OF THE 2022 FINANCIAL STATEMENTS

	<u>HOURS*</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	<u>70</u>	<u>\$ 170</u>	<u>\$ 11,900</u>
MANAGERS	<u>280</u>	<u>\$ 110</u>	<u>30,800</u>
OTHER STAFF	<u>120</u>	<u>\$ 80</u>	<u>9,600</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>470</u>		52,300
OUT OF POCKET EXPENSES			
MEALS AND LODGING			-
TRANSPORTATION			-
SPECIAL DISCOUNT			<u>(7,800)</u>
<b>TOTAL FEE FOR 2022 AUDIT</b>			<u><b>\$ 44,500</b></u>
ADDITIONAL FEES EACH YEAR IF SINGLE AUDIT REQUIRED			<u><u>\$ 3,500</u></u>

**FEES FOR ANY ADDITIONAL PROFESSIONAL SERVICES  
 WILL BE BASED ON THE SAME HOURLY RATES LISTED ABOVE**

\*Hours include both on-site work and work to be performed at the auditor's office, based on preference of County Staff.



## Lanier, Deal, &amp; Proctor Pricing Proposal - Alt 2

**EFFINGHAM COUNTY, GEORGIA  
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS**

	<u>HOURS*</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	<u>70</u>	<u>\$ 170</u>	<u>\$ 11,900</u>
MANAGERS	<u>280</u>	<u>\$ 110</u>	<u>30,800</u>
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TOTAL FOR SERVICES DESCRIBED IN RFP	<u>470</u>		<u>52,300</u>
OUT OF POCKET EXPENSES			
MEALS AND LODGING			-
TRANSPORTATION			-
SPECIAL DISCOUNT			<u>(7,800)</u>
TOTAL FEE FOR 2023 AUDIT			<u><u>\$ 44,500</u></u>
ADDITIONAL FEES EACH YEAR IF SINGLE AUDIT REQUIRED			<u><u>\$ 3,500</u></u>
<b>FEES FOR ANY ADDITIONAL PROFESSIONAL SERVICES WILL BE BASED ON THE SAME HOURLY RATES LISTED ABOVE</b>			

\*Hours include both on-site work and work to be performed at the auditor's office, based on preference of County Staff.

Lanier, Deal, &amp; Proctor Pricing Proposal - Alt 2

EFFINGHAM COUNTY , GEORGIA  
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
LANDFILL ASSURANCE REPORT

TOTAL PRICE FOR <u>2022</u> LANDFILL ASSURANCE REPORT	<u>\$ 750</u>
TOTAL PRICE FOR <u>2023</u> LANDFILL ASSURANCE REPORT	<u>\$ 750</u>

**LANIER, DEAL, PROCTOR & BLOSER**

**CERTIFIED PUBLIC ACCOUNTANTS**

P.O. BOX 505

201 SOUTH ZETTEROWER AVENUE  
STATESBORO, GEORGIA 30459

PHONE (912) 489-8756

FAX (912) 489-1243

Item XII. 12.

WILLIAM RUSSELL LANIER, CPA  
RICHARD N. DEAL, CPA, CGMA  
KAY S. PROCTOR, CPA, CFE, CGMA  
WILLIAM BLAKE BLOSER, CPA  
TIFFANY D. JENKINS, CPA, CGMA  
RICHARD N. DEAL II, CPA

MEMBERS  
AMERICAN INSTITUTE OF CERTIFIED  
PUBLIC ACCOUNTANTS  
GEORGIA SOCIETY OF CERTIFIED  
PUBLIC ACCOUNTANTS

September 4, 2023

To the Effingham County Board of Commissioners, and  
County Manager  
804 S. Laurel Street  
Springfield, Georgia 31329

We are pleased to confirm our understanding of the services we are to provide the Effingham County Board of Commissioners for the year ended June 30, 2023.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Effingham County Board of Commissioners as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Effingham County Board of Commissioners' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Effingham County Board of Commissioners' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Effingham County Board of Commissioners' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and individual fund statements and schedules
- 2) Schedule of Projects Paid with SPLOST Proceeds
- 3) Schedule of Projects Paid with TSPLOST Proceeds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAS and the standards for the financial audits contained in *Government Auditing Standards*, issues by the Comptroller General of the United States, and will include tests of your accounting records of the Effingham County Board of Commissioners and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Governmental Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Governmental Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not

have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws and governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Effingham County Board of Commissioners' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also assist in preparing the financial statements and related notes of the Effingham County Board of Commissioners in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be constructed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to the issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties



and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and context, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not been changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audit or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility included relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and

recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, account receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Effingham County Board of Commissioners; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lanier, Deal, Proctor & Bloser, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lanier, Deal, Proctor & Bloser, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard Deal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 12, 2023, and to issue our reports no later than December 31, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$44,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## Reporting

We will issue a written report upon completion of our audit of the Effingham County Board of Commissioners' financial statements. Our report will be addressed to the Board and County Administrator of the Effingham County Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provision of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Effingham County Board of Commissioners is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be service to the Effingham County Board of Commissioners and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return to us.

Very truly yours,



Richard N. Deal, CPA, CGMA

Lanier, Deal, Proctor & Bloser, CPA's

RESPONSE:

This letter correctly sets forth the understanding of the Effingham County Board of Commissioners.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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

## Staff Report

**Subject:** FY 2023 Budget Amendment  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 10/17/23  
**Item Description:** Consideration to approve an amendment to the FY 2022 Budget.

### Summary Recommendation:

Staff recommends approval of this FY 2023 budget amendment.

### Executive Summary:

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

### Background:

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

The budget amendment attached reflects the following changes:

1. Re-allocation of existing general fund budget:
  - a. No new funding is requested for the general fund. Re-allocation is requested to cover items such as jury and court report fees for the Superior Court, vehicle maintenance costs (particularly for older EMS ambulances), inmate medical costs, prison vehicles, and the JDA payment made earlier in the fiscal year.
  - b. The general fund overall is currently well under budget for FY 2023 and is expected to remain so after all adjusting audit entries are in. After final GASB 87 lease calculations are accounted for during the audit, the general fund is expected to be \$1.3 million under its current total appropriations level of \$46.2 million for FY 2023.
2. New funding is requested for some special funds:
  - a. The sanitation fund received additional fees and a small amount of fund balance to be allocated towards the curbside collection service.

- b. Roads millage receipts came in slightly above budget, allocated towards roadside mowing.
- c. Recreation concession and league fee receipts came in above budget, and were allocated towards officiating fees, concession supplies, and operating supplies.
- d. Additional parks millage funds allocated towards the parks master plan project.
- e. Additional water billing revenues and some fund balance allocated towards Cowan agreement water infrastructure, water meter purchases, and equipment rentals needed due to equipment purchase delays.
- f. Additional permit fee revenue allocated towards OpenGov software implementation in Development Services, as well as contracted engineering services and the Comprehensive Plan and building code update project.
- g. SPLOST receipts were higher than budget, so the budgeted expense for the cities' share had to be increased, as well.
- h. Stormwater master plan grant revenues are allocated in this amendment.

**Alternatives for Commission to Consider:**

- 1. Approve the Resolution to amend the budget for FY 2023.
- 2. Provide staff with direction.

**Recommended Alternative:**

Staff recommends alternative number 1 – approve the resolution to amend the budget for FY 2023.

**Other Alternatives:** N/A

**Department Review:** Finance

**Funding Source:**

Multiple, in amendment

**Attachments:**

FY 2023 budget amendment resolution



**State of Georgia**  
**County of Effingham**

**RESOLUTION TO AMEND THE FY2022-2023 BUDGET**

WHEREAS, the FY 2023 budget of Effingham County was adopted on June 21<sup>st</sup>, 2022 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	BUDGET AMENDMENTS	ACCT NO.	AMOUNT	DESCRIPTION
002	DISTRICT ATTORNEY	BUDGET REQUEST - D.A.	100-2200-002-52-1205	1.00 to re-allocate funds
003	SOLICITOR'S OFFICE	SALARIES	100-2301-003-51-1100	-3000.00 to re-allocate funds
003	SOLICITOR'S OFFICE	AUTO,TRK,EQ - INSURANCE	100-2301-003-52-3102	500.00 to re-allocate funds
003	SOLICITOR'S OFFICE	OFFICE SUPPLIES	100-2301-003-53-1101	2000.00 to re-allocate funds
003	SOLICITOR'S OFFICE	CAPITAL LEASE INTEREST	100-2301-003-58-2200	500.00 to re-allocate funds
004	PROBATE COURT	SALARIES	100-2450-004-51-1100	-3000.00 to re-allocate funds
004	PROBATE COURT	CAPITAL LEASE PRINCIPAL	100-2450-004-58-1200	3000.00 to re-allocate funds
005	SUPERIOR COURT CLERK	HEALTH INSURANCE	100-2150-005-51-2102	-18000.00 to re-allocate funds
005	SUPERIOR COURT CLERK	OFFICE SUPPLIES	100-2150-005-53-1101	15000.00 to re-allocate funds
005	SUPERIOR COURT CLERK	CAPITAL LEASE CAPITAL	100-2150-005-58-1200	3000.00 to re-allocate funds
006	STATE COURT	RETIREMENT	100-2300-006-51-2401	-1450.00 to re-allocate funds
006	STATE COURT	GAS & DIESEL FUEL	100-2300-006-53-1270	1150.00 to re-allocate funds
006	STATE COURT	CAPITAL LEASE PRINCIPAL	100-2300-006-58-1200	300.00 to re-allocate funds
007	COURT SERVICES	JURY FEES	100-2150-007-52-3602	21000.00 to re-allocate funds
007	COURT SERVICES	BUDGET REQUEST-COURT RECD	100-2150-007-52-3613	44000.00 to re-allocate funds
008	ELECTIONS	SALARIES	100-1410-008-51-1100	-66000.00 to re-allocate funds
008	ELECTIONS	HEALTH INSURANCE	100-1410-008-51-2102	-25000.00 to re-allocate funds
008	ELECTIONS	PAYROLL TAXES	100-1410-008-51-2200	-6000.00 to re-allocate funds
008	ELECTIONS	ELECTION FEES	100-1410-008-52-1302	-7000.00 to re-allocate funds
008	ELECTIONS	OFFICE EQUIPMENT	100-1410-008-54-2501	-14000.00 to re-allocate funds
008	ELECTIONS	CAPITAL LEASE PRINCIPAL	100-1410-008-58-1200	1000.00 to re-allocate funds
009	JUVENILE COURT	SALARIES	100-2600-009-51-1100	11000.00 to re-allocate funds
009	JUVENILE COURT	OFFICE SUPPLIES	100-2600-009-53-1101	500.00 to re-allocate funds
010	MAGISTRATE COURT	HEALTH INSURANCE	100-2400-010-51-2102	-9000.00 to re-allocate funds
010	MAGISTRATE COURT	OFFICE SUPPLIES	100-2400-010-53-1101	4000.00 to re-allocate funds
010	MAGISTRATE COURT	POSTAGE	100-2400-010-53-1104	2500.00 to re-allocate funds
010	MAGISTRATE COURT	GAS & DIESEL FUEL	100-2400-010-53-1270	1500.00 to re-allocate funds
010	MAGISTRATE COURT	CAPITAL LEASE PRINCIPAL	100-2400-010-58-1200	1000.00 to re-allocate funds
011	COUNTY COMMISSIONERS	SALARIES	100-1130-011-51-1100	35000.00 to re-allocate funds
011	COUNTY COMMISSIONERS	OPERATING SUPPLIES	100-1130-011-53-1102	7000.00 to re-allocate funds
012	TAX ASSESSORS	SALARIES	100-1550-012-51-1100	-102000.00 to re-allocate funds
012	TAX ASSESSORS	HEALTH INSURANCE	100-1550-012-51-2102	-20000.00 to re-allocate funds
012	TAX ASSESSORS	AUDITORS	100-1550-012-52-1201	-20000.00 to re-allocate funds
012	TAX ASSESSORS	COMPUTER MAINT. AGREEMNTS	100-1550-012-52-2208	-6000.00 to re-allocate funds
012	TAX ASSESSORS	PER DIEM & TRAVEL	100-1550-012-52-3701	-6000.00 to re-allocate funds
012	TAX ASSESSORS	CAPITAL LEASE PRINCIPAL	100-1550-012-58-1200	2000.00 to re-allocate funds
013	TAX COMMISSIONER	SALARIES	100-1545-013-51-1100	-36600.00 to re-allocate funds
013	TAX COMMISSIONER	HEALTH INSURANCE	100-1545-013-51-2102	-45000.00 to re-allocate funds
013	TAX COMMISSIONER	POSTAGE	100-1545-013-53-1104	15000.00 to re-allocate funds
013	TAX COMMISSIONER	CAPITAL LEASE PRINCIPAL	100-1545-013-58-1200	2000.00 to re-allocate funds
014	HUMAN RESOURCES	ADMIN FEES - INSURANCE	100-1540-014-52-3601	-3000.00 to re-allocate funds
014	HUMAN RESOURCES	OFFICE EQUIPMENT	100-1540-014-54-2501	-6000.00 to re-allocate funds
014	HUMAN RESOURCES	CAPITAL LEASE PRINCIPAL	100-1540-014-58-1200	3000.00 to re-allocate funds
015	FINANCE	SALARIES	100-1510-015-51-1100	-27001.00 to re-allocate funds
015	FINANCE	RAISES	100-1510-015-51-1101	-16000.00 to re-allocate funds
015	FINANCE	HEALTH INSURANCE	100-1510-015-51-2102	-35000.00 to re-allocate funds
015	FINANCE	CGRDC DUES	100-1510-015-52-3606	11000.00 to re-allocate funds
015	FINANCE	CAPITAL LEASE PRINCIPAL	100-1510-015-58-1200	2000.00 to re-allocate funds

016	PRISON	SALARIES	100-3420-016-51-1100	88000.00 to re-allocate funds
016	PRISON	R & M - GENERAL(BUILDING)	100-3420-016-52-2202	2000.00 to re-allocate funds
016	PRISON	UTILITIES	100-3420-016-53-1210	-22000.00 to re-allocate funds
016	PRISON	AUTOS & TRUCKS	100-3420-016-54-2201	160000.00 to re-allocate funds
016	PRISON	CAPITAL LEASE PRINCIPAL	100-3420-016-58-1200	6000.00 to re-allocate funds
017	SHERIFF'S OFFICE	VEHICLE ACCIDENT	100-3310-017-52-2205	30000.00 to re-allocate funds
017	SHERIFF'S OFFICE	AUTO,TRK,EQ - INSURANCE	100-3310-017-52-3102	70000.00 to re-allocate funds
017	SHERIFF'S OFFICE	OPERATING SUPPLIES	100-3310-017-53-1102	25000.00 to re-allocate funds
017	SHERIFF'S OFFICE	GAS & DIESEL FUEL	100-3310-017-53-1270	20000.00 to re-allocate funds
017	SHERIFF'S OFFICE	CAPITAL LEASE PRINCIPAL	100-3310-017-58-1200	110000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	SALARIES	100-3326-018-51-1100	-103000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	HEALTH INSURANCE	100-3326-018-51-2102	-250000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	JANITORIAL SUPPLIES	100-3326-018-53-1103	10000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	CLOTHING,BEDDING,ETC.	100-3326-018-53-1109	5000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	GROCERIES	100-3326-018-53-1301	70000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	OTHER EQUIPMENT	100-3326-018-54-2502	11000.00 to re-allocate funds
018	SHERIFF'S OFFICE - JAIL	CAPITAL LEASE PRINCIPAL	100-3326-018-58-1200	2000.00 to re-allocate funds
019	EMS	HEALTH INSURANCE	100-3601-019-51-2102	-166000.00 to re-allocate funds
019	EMS	RETIREMENT	100-3601-019-51-2401	-10000.00 to re-allocate funds
019	EMS	BILLING SERVICES	100-3601-019-52-1101-1	22000.00 to re-allocate funds
019	EMS	OPERATING SUPPLIES	100-3601-019-53-1102	25000.00 to re-allocate funds
019	EMS	AUTOS & TRUCKS	100-3601-019-54-2201	-28000.00 to re-allocate funds
019	EMS	OTHER EQUIPMENT	100-3601-019-54-2502	-15000.00 to re-allocate funds
020	EMA	SALARIES	100-3100-020-51-1100	-7000.00 to re-allocate funds
020	EMA	HEALTH INSURANCE	100-3100-020-51-2102	-7000.00 to re-allocate funds
020	EMA	R & M MOTORLA CONTRACT #	100-3100-020-52-2203-1	47000.00 to re-allocate funds
020	EMA	GAS & DIESEL FUEL	100-3100-020-53-1270	1000.00 to re-allocate funds
020	EMA	AUTOS & TRUCKS	100-3100-020-54-2201	-28000.00 to re-allocate funds
020	EMA	OTHER EQUIPMENT	100-3100-020-54-2502	-6000.00 to re-allocate funds
021	FACILITIES MAINTENANCE	SALARIES	100-1565-021-51-1100	-5000.00 to re-allocate funds
021	FACILITIES MAINTENANCE	RAISES	100-1565-021-51-1101	-14000.00 to re-allocate funds
021	FACILITIES MAINTENANCE	HEALTH INSURANCE	100-1565-021-51-2102	-43000.00 to re-allocate funds
021	FACILITIES MAINTENANCE	RETIREMENT	100-1565-021-51-2401	-4000.00 to re-allocate funds
021	FACILITIES MAINTENANCE	R&M - GENERAL(BUILDING)	100-1565-021-52-2202	57000.00 to re-allocate funds
021	FACILITIES MAINTENANCE	UTILITIES	100-1565-021-53-1210	-8000.00 to re-allocate funds
022	ANIMAL SHELTER	SALARIES	100-3910-022-51-1100	-8000.00 to re-allocate funds
022	ANIMAL SHELTER	VETERINARIAN SERVICES	100-3910-022-52-3810	-16000.00 to re-allocate funds
022	ANIMAL SHELTER	AUTOS & TRUCKS	100-3910-022-54-2201	-20000.00 to re-allocate funds
024	DEVELOPMENT SERVICES	OPERATING LEASES/RENTAL COPIER	100-7401-024-52-2321	100.00 to re-allocate funds
026	DFACS	R & M - GENERAL(BUILDING)	100-5460-026-52-2202	1000.00 to re-allocate funds
026	DFACS	JANITORIAL SUPPLIES	100-5460-026-53-1103	-1000.00 to re-allocate funds
028	UGA EXTENSION OFFICE	SALARIES	100-7130-028-51-1100	2000.00 to re-allocate funds
028	UGA EXTENSION OFFICE	CONSULTANT	100-7130-028-52-1101	-40000.00 to re-allocate funds
028	UGA EXTENSION OFFICE	GAS & DIESEL FUEL	100-7130-028-53-1270	1000.00 to re-allocate funds
029	RECREATION & SPORTS MNGMT	PER DIEM & TRAVEL	100-6110-029-52-3701	7000.00 to re-allocate funds
032	SENIOR CITIZEN CONGREGATE MEA	SALARIES	100-5520-032-51-1100	6000.00 to re-allocate funds
032	SENIOR CITIZEN CONGREGATE MEA	R & M - GENERAL(BUILDING)	100-5520-032-52-2202	5000.00 to re-allocate funds
032	SENIOR CITIZEN CONGREGATE MEA	UTILITIES	100-5520-032-53-1210	3000.00 to re-allocate funds
032	SENIOR CITIZEN CONGREGATE MEA	OTHER EQUIPMENT	100-5520-032-54-2502	5500.00 to re-allocate funds
032	SENIOR CITIZEN CONGREGATE MEA	CAPITAL LEASE PRINCIPAL	100-5520-032-58-1200	500.00 to re-allocate funds
033	SENIOR CITIZEN HOME DELIVERED	AUTO ALLOWANCE HM DLV MEA	100-5510-033-52-3500	4000.00 to re-allocate funds
033	SENIOR CITIZEN HOME DELIVERED	GROCERIES	100-5510-033-53-1301	-4000.00 to re-allocate funds
051	OTHER AGENCIES	CITY OF RINCON - EXCISE TAX	100-4220-051-57-2020	56000.00 to re-allocate funds
051	OTHER AGENCIES	CITY OF GUYTON - EXCISE TAX	100-4220-051-57-2021	10000.00 to re-allocate funds
051	OTHER AGENCIES	CITY OF SPRINGFIELD - EXCISE T	100-4220-051-57-2022	26000.00 to re-allocate funds
051	OTHER AGENCIES	VICTIM WITNESS PROGRAM	100-5110-051-57-2003	5000.00 to re-allocate funds
051	OTHER AGENCIES	JOINT IDA PROJECT	100-7520-051-54-1200	74000.00 to re-allocate funds
053	PROBATION	SALARIES	100-3450-053-51-1100	18000.00 to re-allocate funds
053	PROBATION	CAPITAL LEASE PRINCIPAL	100-3450-053-58-1200	1000.00 to re-allocate funds
058	CORONER	HEALTH INSURANCE	100-3700-058-51-2102	-11200.00 to re-allocate funds
058	CORONER	AUTO,TRK,EQ - INSURANCE	100-3700-058-52-3102	-800.00 to re-allocate funds
058	CORONER	TELEPHONE	100-3700-058-52-3201	-500.00 to re-allocate funds
058	CORONER	AUTO ALLOWANCE	100-3700-058-52-3500	-1200.00 to re-allocate funds
058	CORONER	CORONER FEES	100-3700-058-52-3609	-2600.00 to re-allocate funds
058	CORONER	REMOVAL (FUNERAL HOME)	100-3700-058-52-3616	-1000.00 to re-allocate funds
058	CORONER	TRAINING SCHOOLS & SEMINARS	100-3700-058-52-3702	-1300.00 to re-allocate funds
058	CORONER	PAUPER'S FUNERAL	100-3700-058-52-3909	-4400.00 to re-allocate funds
058	CORONER	AUTOS & TRUCKS	100-3700-058-54-2201	23000.00 to re-allocate funds

060	VEHICLE MAINTENANCE	VEHIC MAINT - SHERIFF	100-1500-060-52-2206	60000.00 to re-allocate funds
060	VEHICLE MAINTENANCE	VEHIC MAINT - EMS	100-1500-060-52-2207	91000.00 to re-allocate funds
060	VEHICLE MAINTENANCE	VEHIC MAINT - FLEET	100-1500-060-52-2210	60000.00 to re-allocate funds
060	VEHICLE MAINTENANCE	AUTOS & TRUCKS	100-1500-060-54-2201	-32000.00 to re-allocate funds
060	VEHICLE MAINTENANCE	CAPITAL LEASE PRINCIPAL	100-1500-060-58-1200	-10000.00 to re-allocate funds
062	INMATE MEDICAL	MEDICAL BILLINGS - JAIL	100-3326-062-53-1102	63000.00 to re-allocate funds
062	INMATE MEDICAL	MEDICAL BILLINGS - PRISON	100-3420-062-53-1102	16000.00 to re-allocate funds
111	COUNTY MANAGER	RAISES	100-1320-111-51-1101	-16000.00 to re-allocate funds
111	COUNTY MANAGER	HEALTH INSURANCE	100-1320-111-51-2102	-30000.00 to re-allocate funds
111	COUNTY MANAGER	CONSULTANT	100-1320-111-52-1101	30000.00 to re-allocate funds
111	COUNTY MANAGER	OFFICE SUPPLIES	100-1320-111-53-1101	6000.00 to re-allocate funds
111	COUNTY MANAGER	LAND ACQUISITION	100-1320-111-54-1100	10000.00 to re-allocate funds
111	COUNTY MANAGER	AUTOS & TRUCKS	100-1320-111-54-2201	15000.00 to re-allocate funds
111	COUNTY MANAGER	CAPITAL LEASE PRINCIPAL	100-1320-111-58-1200	10000.00 to re-allocate funds
117	SCHOOL RESOURCE OFFICERS	SALARIES	100-3310-117-51-1100	-8000.00 to re-allocate funds
117	SCHOOL RESOURCE OFFICERS	AUTO,TRK,EQ - INSURANCE	100-3310-117-52-3102	8000.00 to re-allocate funds
136	IT	SALARIES	100-1535-136-51-1100	-40000.00 to re-allocate funds
136	IT	RAISES	100-1535-136-51-1101	-17000.00 to re-allocate funds
136	IT	HEALTH INSURANCE	100-1535-136-51-2102	-15000.00 to re-allocate funds
136	IT	COMPUTER MAINT. AGREEMENTS	100-1535-136-52-2208	-36000.00 to re-allocate funds
136	IT	COMPUTERS,SERVERS AND OTHER EQ	100-1535-136-54-2503	-60000.00 to re-allocate funds
225	GIS	SALARIES	100-7403-225-51-1100	14000.00 to re-allocate funds
225	GIS	ATTORNEY & PROFESSIONAL SERVIC	100-7403-225-52-1202	-2000.00 to re-allocate funds
225	GIS	COMPUTER MAINT. AGREEMENTS	100-7403-225-52-2208	-12000.00 to re-allocate funds
<b>0.00 general fund net entries</b>				
001	SPECIAL TAX DISTRICT	OPERATING XFER OUT (STORMWATER	270-3510-001-61-1013	120000.00 to allocate addt'l PILT revenue
001	SPECIAL TAX DISTRICT	IN LIEU OF TAX\ GA POWER	270-31-1194	-20000.00 to allocate addt'l PILT revenue
001	SPECIAL TAX DISTRICT	IN LIEU OF TAX\ BISSEL	270-31-1196	-100000.00 to allocate addt'l PILT revenue
023	SANITATION	SANITATION	540-34-4110	-445000.00 to allocate addt'l sanitation fees
023	SANITATION	CASH CARRY-FORWARD	540-38-9015	-72000.00 to allocate sanitation fund balance
023	SANITATION	SOLID WASTE COLL.-CURBSIDE	540-4310-023-52-1309	516000.00 to allocate addt'l sanitation revenue
023	SANITATION	UTILITIES	540-4310-023-53-1210	1000.00 to allocate addt'l sanitation revenue
025	PUBLIC WORKS (ROADS)	FILL / HAULING WORK / MOWING	270-4205-025-52-1211	80000.00 to allocate fund balance
025	PUBLIC WORKS (ROADS)	VEHIC MAINT	270-4205-025-52-2201	70000.00 to allocate fund balance
025	PUBLIC WORKS (ROADS)	OPERATING SUPPLIES	270-4205-025-53-1102	80000.00 to allocate fund balance
025	PUBLIC WORKS (ROADS)	PAVED ROAD MAINT.	270-4205-025-54-1402	-120000.00 to re-allocate funds
025	PUBLIC WORKS (ROADS)	CAPITAL LEASE PRINCIPAL	270-4205-025-58-1200	-30000.00 to re-allocate funds
025	PUBLIC WORKS (ROADS)	CASH CARRY FORWARD	270-38-9015	-80000.00 to allocate fund balance
029	RECREATION & SPORTS MNGMT	REC DEPT - BASEBALL	270-34-7305	-8000.00 to allocate addt'l recreation revenue
029	RECREATION & SPORTS MNGMT	REC DEPT - CONCESSION	270-34-7319	-9000.00 to allocate addt'l recreation revenue
029	RECREATION & SPORTS MNGMT	SALARIES	270-6110-029-51-1100	-25000.00 to re-allocate funds
029	RECREATION & SPORTS MNGMT	RAISES	270-6110-029-51-1101	-22000.00 to re-allocate funds
029	RECREATION & SPORTS MNGMT	HEALTH INSURANCE	270-6110-029-51-2102	-54000.00 to re-allocate funds
029	RECREATION & SPORTS MNGMT	OFFICIALS ASSOC FEES	270-6110-029-52-3608	7000.00 to allocate recreation revenues
029	RECREATION & SPORTS MNGMT	PER DIEM & TRAVEL	270-6110-029-52-3701	12000.00 to allocate recreation revenues
029	RECREATION & SPORTS MNGMT	OPERATING SUPPLIES	270-6110-029-53-1102	51000.00 to allocate recreation revenues
029	RECREATION & SPORTS MNGMT	UTILITIES	270-6110-029-53-1210	24000.00 to allocate recreation revenues
029	RECREATION & SPORTS MNGMT	CONCESSIONS	270-6110-029-53-1301	20000.00 to allocate recreation revenues
029	RECREATION & SPORTS MNGMT	CAPITAL LEASE PRINCIPAL	270-6110-029-58-1200	4000.00 to allocate recreation revenues
030	PARKS & LANDSCAPES	SALARIES	270-6220-030-51-1100	-6000.00 to re-allocate funds
030	PARKS & LANDSCAPES	RAISES	270-6220-030-51-1101	-10000.00 to re-allocate funds
030	PARKS & LANDSCAPES	HEALTH INSURANCE	270-6220-030-51-2102	-34000.00 to re-allocate funds
030	PARKS & LANDSCAPES	CONSULTANT	270-6220-030-52-1101	58000.00 to allocate addt'l revenues
030	PARKS & LANDSCAPES	OPERATING SUPPLIES	270-6220-030-53-1102	-13000.00 to re-allocate funds
030	PARKS & LANDSCAPES	AUTOS & TRUCKS	270-6220-030-54-2201	34000.00 to allocate addt'l revenues
030	PARKS & LANDSCAPES	INTEREST ON INVESTMENT	270-36-1005	-29000.00 to allocate addt'l revenue
035	E911	SALARIES	215-3800-035-51-1100	-9500.00 to re-allocate funds
035	E911	MAINT. CONTRACTS	215-3800-035-52-2208	2000.00 to re-allocate funds
035	E911	GAS & FUEL	215-3800-035-53-1270	6000.00 to re-allocate funds
035	E911	EQUIPMENT LEASING	215-3800-035-58-1201	1500.00 to re-allocate funds
041	SPLOST EQUIPMENT	LOADER	321-4970-041-54-2215	-2000.00 to re-allocate funds
041	SPLOST EQUIPMENT	STRYKER STRETCHERS PRINCIPAL	321-4970-041-58-1206	2000.00 to re-allocate funds

055	FIRE & RESCUE	HEALTH INSURANCE	271-3510-055-51-2102	-321000.00	to re-allocate funds
055	FIRE & RESCUE	R&M FIRST SERV VECH MAINT	271-3510-055-52-2201	50000.00	to re-allocate funds
055	FIRE & RESCUE	R & M - GENERAL (BUILDING)	271-3510-055-52-2202	13000.00	to re-allocate funds
055	FIRE & RESCUE	R&M\SPECIAL (FIRE)	271-3510-055-52-2205	7000.00	to re-allocate funds
055	FIRE & RESCUE	PROPERTY INSURANCE	271-3510-055-52-3101	4000.00	to re-allocate funds
055	FIRE & RESCUE	AUTO,TRK,EQ - INSURANCE	271-3510-055-52-3102	20000.00	to re-allocate funds
055	FIRE & RESCUE	GAS & DIESEL FUEL	271-3510-055-53-1270	22000.00	to re-allocate funds
055	FIRE & RESCUE	HODGEVILLE FIRE STATION	271-3510-055-54-1003	205000.00	to re-allocate funds
061	WWTP	WWTP REUSE METER SALES	505-38-9001	-100000.00	to allocate addt'l revenues
061	WWTP	CASH CARRY-FORWARD	506-38-9016	-14500.00	to allocate fund balance
061	WWTP	REUSE METERS	505-34-4256	-33000.00	to allocate addt'l revenues
061	WWTP	EOM CONTRACT	505-4320-061-52-1101-1	-5000.00	to re-allocate funds
061	WWTP	REPAIRS PLANT EQUIP	505-4320-061-52-1115	-50000.00	to re-allocate funds
061	WWTP	OPERATING SUPPLIES	505-4320-061-53-1102	15000.00	to allocate addt'l revenues
061	WWTP	DISPOSAL ROLLOFFS-WASTEWATER	505-4320-061-53-1240	40000.00	to allocate addt'l revenues
061	WWTP	TELEPHONE	506-4320-061-52-3201	500.00	to allocate addt'l revenues
061	WWTP	UTILITIES	506-4320-061-53-1210	14000.00	to allocate addt'l revenues
105	WATER & SEWER	WATER BILLING	505-34-4215	-275000.00	to allocate addt'l revenues
105	WATER & SEWER	CASH CARRY-FORWARD	505-38-9016	-752000.00	to allocate fund balance
105	WATER & SEWER	ECP REVENUE	505-34-4218	-171000.00	to allocate addt'l revenues
105	WATER & SEWER	PENALTIES - WATER	505-34-4219	-37000.00	to allocate addt'l revenues
105	WATER & SEWER	SEWER BILLING	505-34-4255	-425000.00	to allocate addt'l revenues
105	WATER & SEWER	PENALTIES-SEWER	505-34-4259	-34000.00	to allocate addt'l revenues
105	WATER & SEWER	EQUIPMENT RENTAL	505-4441-105-52-1105	227000.00	to allocate addt'l revenues
105	WATER & SEWER	WATER TIER 1	505-4441-105-52-1316	87000.00	to allocate addt'l revenues
105	WATER & SEWER	ECP WATER	505-4441-105-52-1317	71000.00	to allocate addt'l revenues
105	WATER & SEWER	R & M - EQUIPMENT	505-4441-105-52-2203	177000.00	to allocate addt'l revenues
105	WATER & SEWER	OPERATING SUPPLIES	505-4441-105-53-1102	115000.00	to allocate addt'l revenues
105	WATER & SEWER	OPERATING LINE MAINT	505-4441-105-53-1102-3	33000.00	to allocate addt'l revenues
105	WATER & SEWER	OPERATING WATER METERS	505-4441-105-53-1102-5	117000.00	to allocate addt'l revenues
105	WATER & SEWER	OLD AUGUSTA WATER & SEWER	505-4441-105-54-1406-23	1200000.00	to allocate addt'l revenues
105	WATER & SEWER	2017 IDA BOND INTEREST	505-4441-105-58-2000	-200000.00	to re-allocate funds
106	WATER PROJECTS BOND	STATION UPGRADES & REPAIRS	507-4441-106-54-1408-1	-23000.00	to re-allocate funds
106	WATER PROJECTS BOND	DEPRECIATION EXPENSE	507-4441-106-56-1000	23000.00	to allocate addt'l revenues
153	DATE FUND	CONSULTANT	204-3451-153-52-1101	-5100.00	to re-allocate funds
153	DATE FUND	OPERATING SUPPLIES	204-3451-153-53-1102	5100.00	to allocate addt'l revenues
223	SOLID WASTE COLLECTION SITE	SOLID WASTE COLL.-LANDFILL	545-4310-223-52-1314	-2000.00	to re-allocate funds
223	SOLID WASTE COLLECTION SITE	UTILITIES	545-4310-223-53-1210	2000.00	to allocate addt'l revenues
245	PRISON COMMISSARY	COMMISSARY SALES	245-34-2301	-2000.00	to allocate addt'l revenues
245	PRISON COMMISSARY	COST OF GOODS SOLD	245-3420-245-52-3901	2000.00	to allocate addt'l revenues
272	DEVELOPMENT SERVICES	BUILDING PERMITS	272-32-3100	-200000.00	to allocate addt'l revenues
272	DEVELOPMENT SERVICES	SALARIES	272-7401-024-51-1100-1	-120000.00	to re-allocate funds
272	DEVELOPMENT SERVICES	HEALTH INSURANCE	272-7401-024-51-2102-1	-60000.00	to re-allocate funds
272	DEVELOPMENT SERVICES	CONSULTANT	272-7401-024-52-1101	115000.00	to allocate addt'l revenues
272	DEVELOPMENT SERVICES	ENGINEERING SERVICES	272-7401-024-52-1209	130000.00	to allocate addt'l revenues
272	DEVELOPMENT SERVICES	COMPUTER MAINT. AGRMNTS	272-7401-024-52-2208	50000.00	to allocate addt'l revenues
272	DEVELOPMENT SERVICES	TRAINING SCHOOLS & SEMINA	272-7401-024-52-3702	20000.00	to allocate addt'l revenues
272	DEVELOPMENT SERVICES	AUTOS & TRUCKS	272-7401-024-54-2201	65000.00	to allocate addt'l revenues
273	SENIOR CITIZENS ACTIVITY	SALARIES	273-5520-032-51-1100	-100.00	to re-allocate funds
273	SENIOR CITIZENS ACTIVITY	PROF/GEN/LAW LIAB\INSURAN	273-5520-032-52-3103	100.00	to re-allocate funds
276	HOTEL/MOTEL TAX	HOTEL/MOTEL TAX REVENUE	276-31-4100	-22000.00	to allocate addt'l revenues
276	HOTEL/MOTEL TAX	HOTEL/MOTEL TAX DISBURSEMENTS	276-7520-276-57-2000	22000.00	to allocate addt'l revenues
322	SPLOST 2021	SPLOST 2021	322-31-3205	-845000.00	to allocate addt'l revenues
322	SPLOST 2021	SPLOST PAYMENTS TO CITIES	322-9000-322-57-1001	845000.00	to allocate addt'l revenues
560	STORMWATER	CIG Grant	560-33-4110	-106000.00	to allocate addt'l revenues
560	STORMWATER	CONSULTANT	560-4910-560-52-1101	106000.00	to allocate addt'l revenues
				<b>0.00</b>	<b>special funds net entries</b>

The amendment is to adjust revenues and expenses for multiple departments. For the general fund, there is no new funding, just a re-allocation of existing funding. For the special funds for which new funding is requested, the funding is offset by increased actual revenues or existing fund balance.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

## Staff Report

**Subject:** UGA Extension Office staffing agreement amendment  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 10/17/23  
**Item Description:** Consideration to approve the FY 2024 UGA Extension Office personnel agreement amendment

### Summary Recommendation:

Staff is requesting approval of the FY 2024 UGA Extension Office personnel contract amendment.

### Executive Summary:

The UGA Extension Office wishes to amend their FY 2024 staffing contract to reflect an increase in hours for a part time position. The original contract allowed for 19 hours per week, while this amended contract allows for 29 hours per week for this part-time position.

### Background:

1. As in FY 2023, this FY 2024 contract is for six positions.
2. The original FY 2024 contract was approved at the 7/18/23 meeting.
3. The original FY 2024 contract was for \$219,579 per year, this amendment will bring that total to \$234,215 per year.
4. Actual expenses for the contract could be lower, depending on insurance selections when vacancies are filled.
5. This contract change will require a budget amendment.

### Alternatives for Commission to Consider:

1. Approve the FY 2024 UGA Extension Office personnel agreement amendment.
2. Do not approve the FY 2024 UGA Extension Office personnel agreement amendment.
3. Provide staff with direction.

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the FY 2024 UGA Extension Office personnel agreement amendment.

### Other Alternatives:

N/A

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

Finance

**Funding Source:**

General Fund, UGA Extension Office department

**Attachments:**

FY 2024 UGA Extension Office personnel agreement



## Effingham County Board of Commissioners

July 1, 2023 - June 30, 2024

FY 24		
Salary	Original	Amended 10/4/23
Morgan Triplett, 4H Agent (TRS)	\$ 24,720.00	24,720
Bonnie Weber, CAA (TRS)	\$ 12,360.00	12,360
Blake Carter, CEC, PS Asst -ANR (TRS)	\$ 24,338.00	24,338
VACANT, 4H PA- PT Silvy Tompkins, 9/17/23 (29hr)	\$ 14,997.00	26,465
Shannon Gray, 4H PA (TRS)	\$ 33,475.00	33,475
VACANT, 4H Edu (TRS)	\$ 37,080.00	37,080
<b>Total Salaries</b>	<b>\$ 146,970</b>	<b>\$ 158,438 -</b>
Benefits		
TRS (19.98%)	\$ 29,364.61	\$ -
<b>Total Benefits</b>	<b>\$ 29,365</b>	<b>31,656</b>
<b>Social Security (7.65%)</b>		
FICA OASDI (6.2%)	\$ 9,112	\$ -
FICA HI (1.45%)	\$ 2,131	\$ -
<b>Total SS</b>	<b>\$ 11,244</b>	<b>12,121</b>
<b>Insurance - for 4H PA &amp; EDU</b>		<b>32,000</b>
Hospital	\$ -	
Life	\$ -	
<b>Total HLO</b>	<b>\$ 32,000</b>	TBD during hiring process
<b>Total Salary and Fringe</b>	<b>\$ 219,579</b>	<b>\$ 234,215.00</b>

\*\*\*Totals are rounded up to the next \$ for contract billing, only actual expenses will be billed.\*\*\*

UGA will bill quarterly for the actual expenses of the above. All other benefits will be charged to 11310 13200 17300001 112001.

Bill to the following name and address:  
Effingham County Board of Commissioners  
804 S. Laurel St.  
Springfield, GA 31329

Contact:  
Mark Barnes, Finance Director  
912-754-8012  
[mbarnes@effinghamcounty.org](mailto:mbarnes@effinghamcounty.org)  
[accountspayable@effinghamcounty.org](mailto:accountspayable@effinghamcounty.org)

Approved by:

  
Wesley Corbitt, Chairman  
Effingham County Board of Commissioners

DocuSigned by:  
  
CDD51874ECC0418...  
07/24/2023 | 12:13 PM EDT

Amended 10/04/23

Approved by:

Wesley Corbitt, Chairman  
Effingham County Board of Commissioners

## Staff Report

**Subject:** City of Springfield Annexation - Map# 410 Parcel# 15  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration to approve a Petition for Annexation as submitted by the City of Springfield for a property located at 1810 Ga Hwy 21 Map# 410 Parcel# 15

### Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, this parcel is contiguous with other properties within the city limits of Springfield.

### Executive Summary:

As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

A public hearing of the City of Springfield's Planning & Zoning Board and the Mayor and City Council is being held October 17, 2023 at 6:00 pm to consider this petition. Said property is currently zoned AR-1, proposed zoning upon annexation will be B-1.

### Background:

Annexation documentation was received via certified mail from the City of Springfield. This parcel identified as Map# 410 Parcel# 15 consisting of approximately 2.01 acres (*owned by John M. Chancellor*). This property lies within the Springfield's water and sewer service area.

### Alternatives for Commission to Consider:

1. Acknowledge the Petition Requesting Annexation as presented by the City of Springfield
2. Do not approve the Petition Requesting Annexation.

**Recommended Alternative:** Staff leaves the decision to the Board's discretion.

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

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

### Attachments:

1. Petition for Annexation
2. Aerial Map (*related parcels and depicting city boundary*)



Tim Callanan  
County Administrator, Effingham County  
804 S. Laurel Street  
Springfield, GA 31329

9/29/2023

Reference: Notice of Annexation Petition regarding parcel 410-15

Dear Mr. Callanan

In accordance with O.C.G.A. §§ 36-36-6 and 36-36-111, please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City by Article 2 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, will vote whether or not to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council on November 14<sup>th</sup>, 2023.

The properties being considered for annexation are parcel number 410-15, located at 1810 Ga Hwy 21 S. consisting of approximately 2.01 acres in total. A plat and legal description of this property are enclosed, along with a copy of the annexation petition and a map showing the location of the area to be annexed.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter. If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City of Springfield within 45 calendar days of the receipt of this notice.

The following public hearings will be held regarding the rezoning of the property being considered for annexation from Effingham County Zoning Classification AR-1 to Springfield Zoning Classification B-1:

**Public Hearing of the Planning & Zoning Board and The Mayor and City Council:  
October 17, 2023 at 6:00pm**

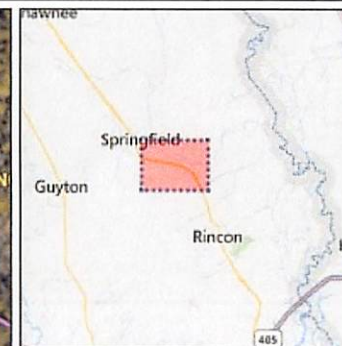
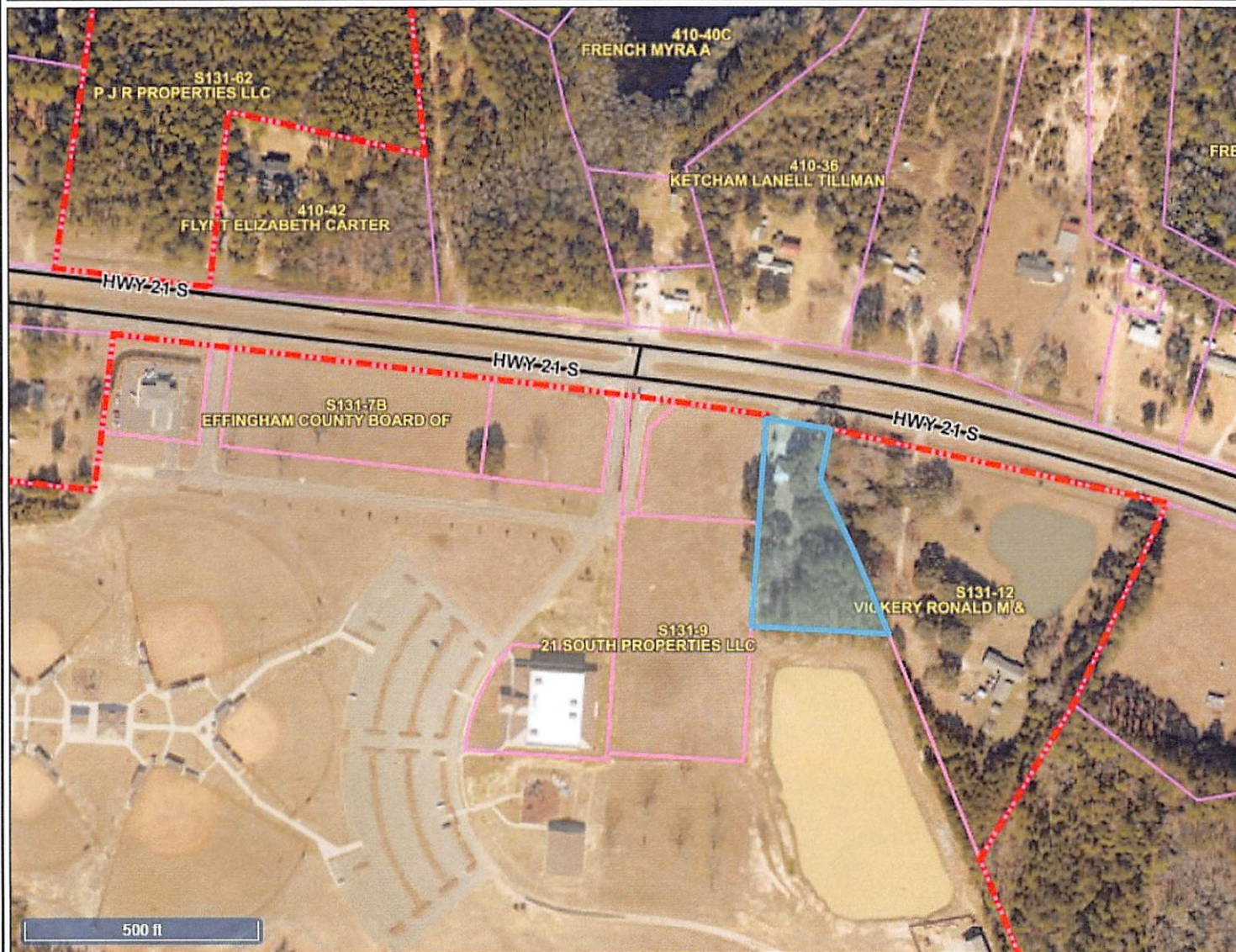
Sincerely,

Erin Phillips  
Community Development Director





# Springfield



## Legend

### Road Names

#### Roads

- City Roads
- Private Roads
- County Roads
- State Roads
- Federal Roads
- Unknown Roads
- Proposed Roads

#### Railroads

- County Parcels
- Effingham County Boundary
- Springfield Parcels
- City Boundary



29 Sep, 2023

This map is a user generated static output from [rightspot.spateng.com](https://rightspot.spateng.com) website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



# City of Springfield

Community Development Department

130 S. Laurel Street  
PO Box 1  
Springfield, GA 31329  
(912) 754-7617

## Application for Annexation

Tax Map Number: 04100015 Date: \_\_\_\_\_Address of subject property: 1810 Hwy 21 South - SpringfieldOwner of Property: CHANCELLOR, JOHN M.

Owner's Address: \_\_\_\_\_

Telephone Number: 425-241-3268Housing Units: 1 DWELLING Other Buildings: 1 SHEDTotal Acreage 2.01

Please Include the Following:

- A. Sketch Site Plan - Show location of existing buildings and other improvements, if applicable.
- B. Property Description - A legal description and plat.
- C. Copy of Property Deed
- D. Current Zoning Certification letter
- E. Fee - No fees required.
- F. Petition Requesting Annexation – Owner(s) must complete Page 2.
- G. Authorization by Property Owner – Owner(s) must complete Page 3.

Authentisign  
John M. Chancellor 08/31/23  
Applicant Signature

Authorization by property owner

I swear that I am the owner of the property which is the 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 an annexation request of this property.

Name of Applicant: JAMES R. PRESNELL

Address: 110 KENSINGTON CIRCLE

GOXTON GA 31312  
City State Zip Code

Telephone Number: 912 661 3331

ITIMREALTOR@GMAIL.COM

08/31/23

Authentisign  
John M. Chancellor  
Signature of Owner  
JOHN CHANCELLOR



Petition Requesting Annexation

DATE \_\_\_\_\_

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD,  
GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The description of such territory area is as follows:

Address/Location of Property: 1810 HWY 21 SOUTH - SPRINGFIELDCurrent Tax Map Number: 04100015

See description attached.

3. Is the territory described herein contiguous,  
or across the road from the City's current boundaries?  
(if yes, see page 4)

☒ Yes ☐ No

4. It is requested that this territory to be annexed shall be zoned:

R-1 R-2 R-3 R-4 (B-1) I-1 PUD DT RO AR-1

for the following reasons:

TO CREATE BUSINESS AND OR FOOD SERVICE  
CENTER

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

Respectfully Submitted,

 08/31/23

JOHN CHANCELLOR

Printed Name and Signature of Owner(s)

DOC# 008732  
FILED IN OFFICE  
12/8/2014 02:38 PM  
BK# 2270 PG# 469-469  
ELIZABETH Z. HURSEY  
CLERK OF SUPERIOR  
COURT  
EFFINGHAM COUNTY

Plat: 051-2014-002871

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 3rd day of December, 2014, between MARY E. GIBBS of the FIRST PART, and JOHN M. CHANCELLOR of the SECOND PART,

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

ALL that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing One and Two Hundredths (1.02) acres of land as shown upon a plat of survey prepared by Paul D. Wilder, R.L.S. #1559, which plat is dated January 27, 1978 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 12, Folio 37, which map by reference to the recording thereof is incorporated herein.

ALSO, ALL that certain lot or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing One (1) acre, more or less, bounded on the North by lands of Eric J. Easterling; on the East by lands of Dr. R.T. Roque, and on the South and on the West by lands of T. W. Bragg, according to a map or plat made by Paul D. Wilder, R.L.S. dated December 15, 1978 and recorded in Plat Record Book 12, Page 152, Office of the Clerk of the Superior Court of Effingham County, Georgia.

These being the same properties conveyed by deed from Joe Gibbs to Mary Gibbs, dated October 14, 1988 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 260, Page 152.

Subject: to those restrictive covenants recorded in Deed Book 187, Page 672.

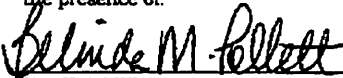
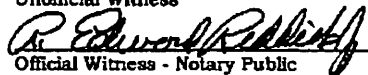
**SUBJECT, HOWEVER, TO A LIFE ESTATE, FIRST PARTY RESERVING UNTO HERSELF, RESERVING UNTO FIRST PARTY THE RIGHT TO LIVE ON AND OCCUPY SAID PROPERTY FOR AND DURING THE REMAINDER OF HER NATURAL LIFE.**

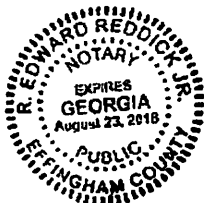
TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, his heirs, executors, administrators and assigns, in FEE-SIMPLE.

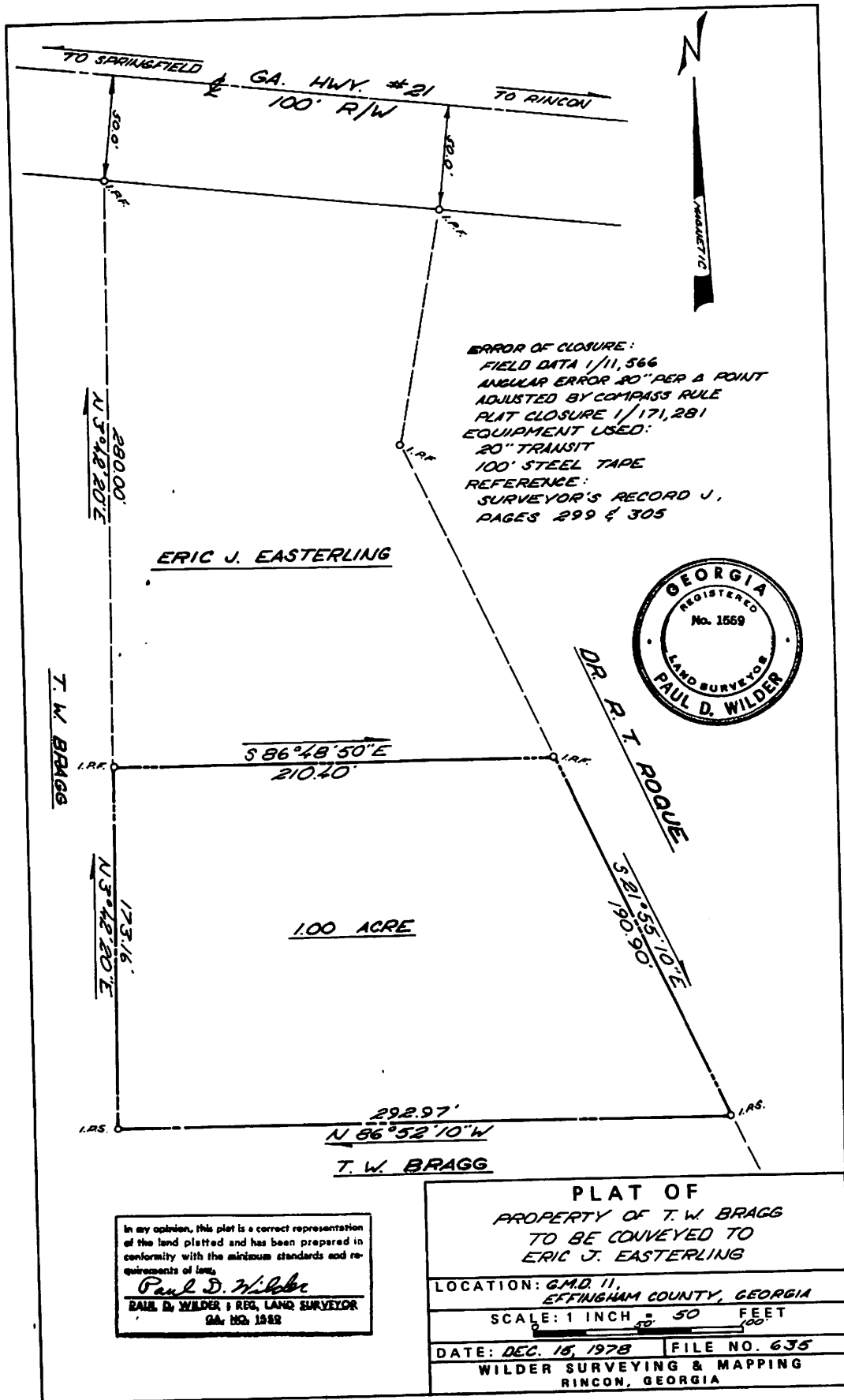
IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set her hand, affixed her seal, and delivered these presents, the day and year first above written.

 (SEAL)  
MARY E. GIBBS

Signed, sealed and delivered in  
the presence of:

  
Unofficial Witness  
  
Official Witness - Notary Public  
bp

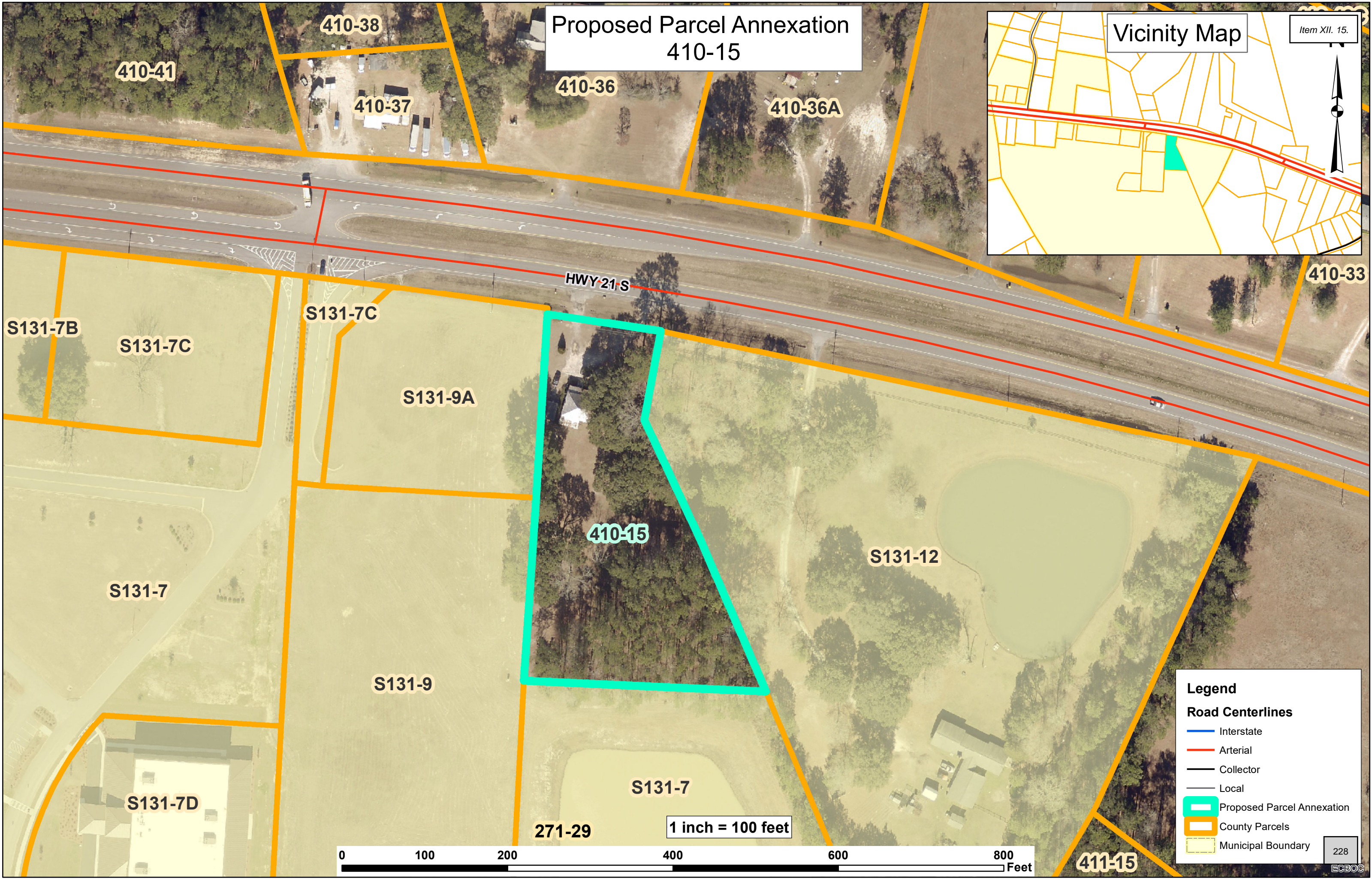
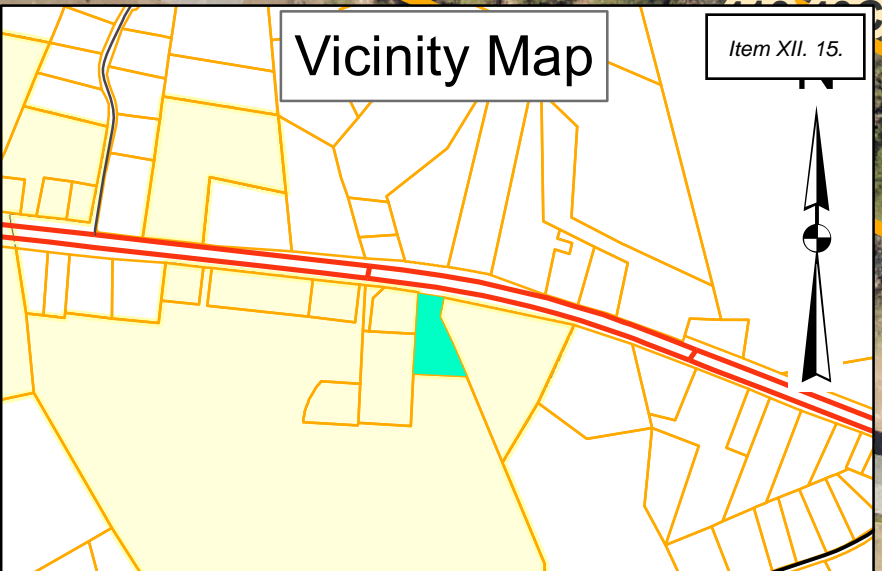




N42085



# Proposed Parcel Annexation 410-15



**Legend**

**Road Centerlines**

- Interstate
- Arterial
- Collector
- Local

Proposed Parcel Annexation

County Parcels

Municipal Boundary

228

ECBOC



## Staff Report

**Subject:** Baker Park Land Swap  
**Author:** Tim Callanan, County Manager  
**Department:** County Manager  
**Meeting Date:** October 17, 2023  
**Item Description:** Consideration to approve a land swap at Baker Park

### Summary Recommendation:

Staff recommends approval of a land swap at Baker Park in order to increase the buffer.

### Executive Summary/Background:

The County owns a piece of surplus property at McCall Road and Highway 21. The County would like to swap that piece of property for a piece of property between Baker Park and property to be developed to its North in order to increase the buffer between the two properties. An appraisal has been completed signifying equal value for both properties. If approved by the Board, the County will advertise the swap in the local organ. The County Attorney has reviewed the process.

### Alternatives for Commission to Consider

1. Approve the land swap at Baker Park.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

### Recommended Alternative:

Staff recommends alternative number 1 – Approve the land swap at Baker Park.

### Other Alternatives:

None

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

County Attorney, County Manager

### Funding Source:

TSPLOST or General Fund

### Attachments:

1. Plat owned by Effingham County Board of Commissioners
2. Plat owned by Kildare Land Company, LLC
3. Appraisal of property owned by Effingham County Board of Commissioners
4. Appraisal of property owned by Kildare Land Company, LLC

RESERVED FOR CLERK OF COURT

ADOLPH N. MICHELIS &amp; ASSO.

736 SANDY RIDGE ROAD  
SYLVANIA, GEORGIA 30467  
PH. (912) 829-3972

## SURVEYORS 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 certificates, signatures, stamps, or statements hereon.

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



*Adolph N. Michelis*  
GA. Reg. L.S. LIC. NO. 1323 9-20-21 DATE

LEGEND:  
IRF-5/8" REBAR FOUND  
IRS-1/2" REBAR SET  
PA-PAGE  
PB-PLAT BOOK

EQUIPMENT USED:  
TOPCON 303 TOTAL STATION

ERROR OF CLOSURE: 1:25,000  
(PLAT NOT ADJUSTED)

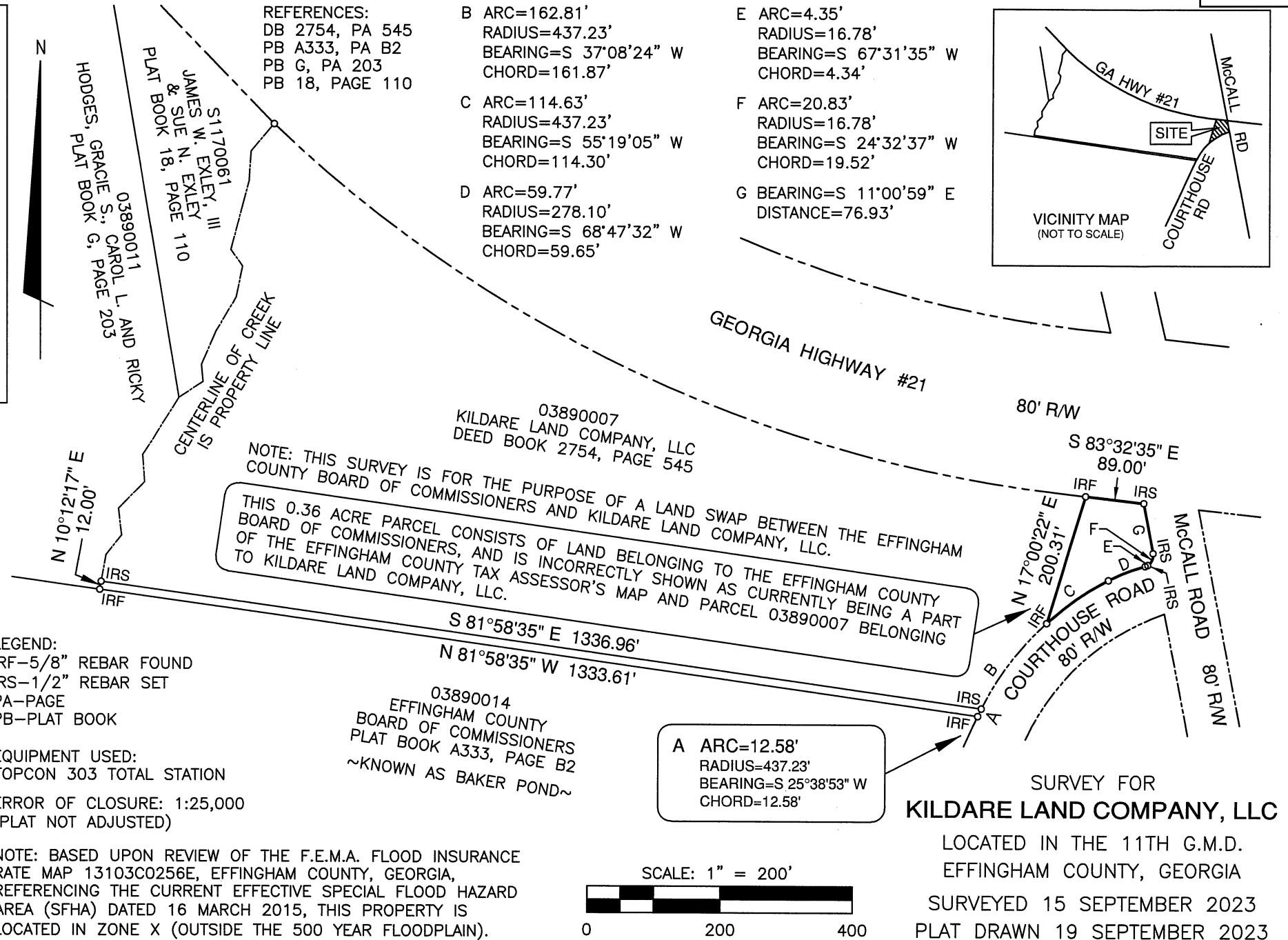
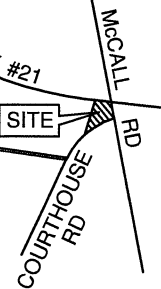
NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP 13103C0256E, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 16 MARCH 2015, THIS PROPERTY IS LOCATED IN ZONE X (OUTSIDE THE 500 YEAR FLOODPLAIN).

REFERENCES:  
DB 2754, PA 545  
PB A333, PA B2  
PB G, PA 203  
PB 18, PAGE 110

B ARC=162.81'  
RADIUS=437.23'  
BEARING=S 37°08'24" W  
CHORD=161.87'  
C ARC=114.63'  
RADIUS=437.23'  
BEARING=S 55°19'05" W  
CHORD=114.30'  
D ARC=59.77'  
RADIUS=278.10'  
BEARING=S 68°47'32" W  
CHORD=59.65'

E ARC=4.35'  
RADIUS=16.78'  
BEARING=S 67°31'35" W  
CHORD=4.34'  
F ARC=20.83'  
RADIUS=16.78'  
BEARING=S 24°32'37" W  
CHORD=19.52'  
G BEARING=S 11°00'59" E  
DISTANCE=76.93'

VICINITY MAP  
(NOT TO SCALE)





**FROM:**

Fax Number:

## TO:

**E-Mail:**

Fax Number:

**INVOICE NUMBER**

132-0923

### DATES

Invoice Date: September 11, 2023

**Due Date:**

## REFERENCE

Internal Order #: 132-0923

**Lender Case #:**

**Client File #:**

FHA/VA Case #:

Main File # on form: 132-0923

Other File # on form: 132-0923

Federal Tax ID:

Employer ID:

### DESCRIPTION

Client: Effingham County Board of Commissioners

State: GA Zip: 31329

## FEES

## AMOUNT

### Restricted Appraisal

750.00

<b>SUBTOTAL</b>	<b>750.00</b>
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## PAYMENTS

## AMOUNT

SUBTOTAL	0.00
----------	------

TOTAL DUE	\$	750.00
-----------	----	--------

## APPRAISAL OF REAL PROPERTY



### LOCATED AT

Courthouse Rd  
Springfield, GA 31329  
11th GM District Effingham County, Ga; 0.36 acres

### FOR

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

### OPINION OF VALUE

\$6,100.00

### AS OF

August 24, 2023

### BY

David Atkins  
The Atkins Agency, Inc  
P. O. Box 1046  
Springfield, GA 31329  
(912) 665-1424  
dmatkins@windstream.net

Owner	Effingham County Board of Commissioners					File No.	132-0923		Item XII. 16.
Property Address	Courthouse Rd								
City	Springfield	County	Effingham	State	GA	Zip Code	31329		
Client	Effingham County Board of Commissioners								

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The Atkins Agency, Inc  
P. O. Box 1046  
Springfield, GA 31329  
(912) 665-1424

09/11/2023

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

Re: Property: Courthouse Rd  
Springfield, GA 31329  
Client: Effingham County Board of Commissioners  
File No.: 132-0923

Opinion of Value: \$ 6,100.00  
Effective Date: August 24, 2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as vacant, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



David Atkins  
State Registered  
License or Certification #: 253035  
State: GA Expires: 11/30/2023  
dmatkins@windstream.net

**SUMMARY OF SALIENT FEATURES**

SUBJECT INFORMATION	Subject Address	Courthouse Rd
	Legal Description	11th GM District Effingham County, Ga; 0.36 acres
	City	Springfield
	County	Effingham
	State	GA
	Zip Code	31329
	Census Tract	0302.09
	Map Reference	42340
PRICE & DATE	Contract Price	\$
	Date of Contract	
PARTIES	Owner	Effingham County Board of Commissioners
	Client	Effingham County Board of Commissioners
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Springfield
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	David Atkins
	Effective Date of Appraisal	August 24, 2023
VALUE	Opinion of Value	\$ 6,100.00

**Assumptions, Limiting Conditions & Scope of Work**

132-0923

File No.: 132-0923

Property Address: Courthouse Rd	City: Springfield	State: GA	Zip Code: 31329
Client: Effingham County Board of Commissioners	Address: 601 N Laurel Street, Springfield, Ga 31329		
Appraiser: David Atkins	Address: P. O. Box 1046, Springfield, GA 31329		

Item XII. 16.

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Under USPAP Standards Rule 2-2(b), this is a Restricted Appraisal Report, and is intended only for the use of the client and any other named intended user(s). The users of this report must clearly understand that the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison Approach. The appraiser has excluded the Cost and Income Approaches to Value, due to being inapplicable given the limited scope of the appraisal. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible, and the client agrees that the limited scope of analysis is appropriate given the intended use.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):



**Certifications**

132-0923

File No.: 132-0923

Property Address: Courthouse Rd City: Springfield State: GA Zip Code: 31329

Client: Effingham County Board of Commissioners Address: 601 N Laurel Street, Springfield, Ga 31329

Appraiser: David Atkins Address: P. O. Box 1046, Springfield, GA 31329

Item XII. 16.

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction

in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


Additional Certifications:

**DEFINITION OF MARKET VALUE \*:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and

<b>SIGNATURES</b>	Client Contact:	Client Name:	Effingham County Board of Commissioners
	E-Mail:	Address:	601 N Laurel Street, Springfield, Ga 31329
	<b>APPRAISER</b>		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
			
	Appraiser Name:	Supervisory or Co-Appraiser Name:	
	Company:	Company:	
	Phone: (912) 665-1424 Fax: (912) 826-0700	Phone:	Fax:
	E-Mail: dmatkins@windstream.net	E-Mail:	
	Date Report Signed: 09/11/2023	Date Report Signed:	
	License or Certification #: 253035 State: GA	License or Certification #:	State:
Designation: State Registered	Designation:		
Expiration Date of License or Certification: 11/30/2023	Expiration Date of License or Certification:		
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None		
Date of Inspection: August 24, 2023	Date of Inspection:		

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## Assumptions and Limiting Conditions

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This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

## Certifications

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

## Certifications

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20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

23. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature <u><i>David Atkins</i></u>	Signature _____
Name <u>David Atkins</u>	Name _____
Company Name <u>The Atkins Agency, Inc</u>	Company Name _____
Company Address <u>P. O. Box 1046</u>	Company Address _____
<u>Springfield, GA 31329</u>	_____
Telephone Number <u>(912) 665-1424</u>	Telephone Number _____
Email Address <u>dmatkins@windstream.net</u>	Email Address _____
Date of Signature and Report <u>09/11/2023</u>	Date of Signature _____
Effective Date of Appraisal <u>August 24, 2023</u>	State Certification # _____
State Certification # _____	or State License # _____
or State License # <u>253035</u>	State _____
or Other (describe) _____ State # _____	Expiration Date of Certification or License _____
State <u>GA</u>	
Expiration Date of Certification or License <u>11/30/2023</u>	
ADDRESS OF PROPERTY APPRAISED	SUBJECT PROPERTY
<u>Courthouse Rd</u>	<input type="checkbox"/> Did not inspect subject property
<u>Springfield, GA 31329</u>	<input type="checkbox"/> Did inspect exterior of subject property from street
APPAISED VALUE OF SUBJECT PROPERTY \$ <u>6,100.00</u>	Date of Inspection _____
LENDER/CLIENT	<input type="checkbox"/> Did inspect interior and exterior of subject property
Name _____	Date of Inspection _____
Company Name <u>Effingham County Board of Commissioners</u>	COMPARABLE SALES
Company Address _____	<input type="checkbox"/> Did not inspect exterior of comparable sales from street
_____	<input type="checkbox"/> Did inspect exterior of comparable sales from street
Email Address _____	Date of Inspection _____

Owner	Effingham County Board of Commissioners			File No.	132-0923
Property Address	Courthouse Rd				
City	Springfield	County	Effingham	State	GA Zip Code 31329
Client	Effingham County Board of Commissioners				

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**APPRAISAL AND REPORT IDENTIFICATION**

This Report is one of the following types:

- ☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time**

(USPAP defines Exposure Time as the estimated length of time that the property interest being

appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

180 days**Comments on Appraisal and Report Identification**

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

**APPRAISER:**

Signature: \_\_\_\_\_

Name: David Atkins

State Registered

State Certification #: \_\_\_\_\_

or State License #: 253035

State: GA Expiration Date of Certification or License: 11/30/2023

Date of Signature and Report: 09/11/2023

Effective Date of Appraisal: August 24, 2023

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): August 24, 2023

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_

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

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

**LAND APPRAISAL REPORT**

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File No. 132-0923

Item XII. 16.

<b>SUBJECT</b>	Borrower <u>Effingham County Board of Commissioners</u> Census Tract <u>0302.09</u> Map Reference <u>42340</u>																																																																									
	Property Address <u>Courthouse Rd</u>																																																																									
<b>NEIGHBORHOOD</b>	City <u>Springfield</u> County <u>Effingham</u> State <u>GA</u> Zip Code <u>31329</u>																																																																									
	Legal Description <u>11th GM District Effingham County, Ga; 0.36 acres</u>																																																																									
	Sale Price \$ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD																																																																									
	Actual Real Estate Taxes \$ _____ (yr) _____ Loan charges to be paid by seller \$ _____ Other sales concessions _____																																																																									
	Lender/Client <u>Effingham County Board of Commissioners</u> Address _____																																																																									
	Occupant <u>Vacant</u> Appraiser <u>David Atkins</u> Instructions to Appraiser <u>To establish fair market value as of 8/24/2023</u>																																																																									
	<table border="0" style="width:100%;"> <tr> <td style="width:50%;"> Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural  Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%  Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow  Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining  Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply  Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.  Present <u>55</u> % One-Unit <u>20</u> % Vacant <u>10</u> % Apts. <u>15</u> % Condo <u>15</u> % Commercial  Land Use _____ % Industrial _____ % Vacant _____ % mobile home park  Change in Present Land Use <input type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)  Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant  One-Unit Price Range \$ <u>150</u> to \$ <u>450</u> Predominant Value \$ <u>350</u>  One-Unit Age Range <u>0</u> yrs. to <u>60</u> yrs. Predominant Age <u>20</u> yrs.  Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) _____ </td> <td style="width:50%;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%;">Good</td> <td style="width:10%;">Avg.</td> <td style="width:10%;">Fair</td> <td style="width:10%;">Poor</td> </tr> <tr><td>Employment Stability</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Employment</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Shopping</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Schools</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Public Transportation</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr> <tr><td>Recreational Facilities</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Utilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Property Compatibility</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Protection from Detrimental Conditions</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Police and Fire Protection</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>General Appearance of Properties</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Appeal to Market</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table> </td> </tr> </table>		Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. 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Fair	Poor	Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present <u>55</u> % One-Unit <u>20</u> % Vacant <u>10</u> % Apts. <u>15</u> % Condo <u>15</u> % Commercial Land Use _____ % Industrial _____ % Vacant _____ % mobile home park Change in Present Land Use <input type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant One-Unit Price Range \$ <u>150</u> to \$ <u>450</u> Predominant Value \$ <u>350</u> One-Unit Age Range <u>0</u> yrs. to <u>60</u> yrs. Predominant Age <u>20</u> yrs. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) _____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%;">Good</td> <td style="width:10%;">Avg.</td> <td style="width:10%;">Fair</td> <td style="width:10%;">Poor</td> </tr> <tr><td>Employment Stability</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Employment</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Shopping</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Schools</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Public Transportation</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr> <tr><td>Recreational Facilities</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Utilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Property Compatibility</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Protection from Detrimental Conditions</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Police and Fire Protection</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>General Appearance of Properties</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Appeal to Market</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>		Good	Avg.	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The subject is located on Georgia Highway 21, McCall Road and Courthouse Road west of the central business district of the town of Springfield, the county seat of government of Effingham County, Georgia.																																																																										
<b>SITE</b>	Dimensions <u>See Attached Aerial Map</u> = <u>0.36 acre</u> <input checked="" type="checkbox"/> Corner Lot Zoning Classification <u>AR-1</u> Present Improvements <input type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations Highest and Best Use <input type="checkbox"/> Present Use <input type="checkbox"/> Other (specify) _____ Public <input type="checkbox"/> Other (Describe) _____ Elec. <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> San. Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> Underground Elect. & Tel. OFF SITE IMPROVEMENTS Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>asphalt</u> Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights Topo <u>level</u> Size <u>small</u> Shape <u>irregular</u> View <u>residential/commercial</u> Drainage <u>average</u> Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) _____ As stated previously the site is 0.36 acres located at the intersection of Ga Highway 21, McCall Road and Courthouse Road. As a stand alone parcel the site appears to have very little development potential for commercial or residential.																																																																									
	The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.																																																																									
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>ITEM</th> <th>SUBJECT PROPERTY</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> <tr> <td>Address</td> <td><u>Courthouse Rd Springfield, GA 31329</u></td> <td><u>Wallace Dr Springfield, GA 31329</u></td> <td><u>Wallace Dr Springfield, GA 31329</u></td> <td><u>Old Tusculum Rd Springfield, GA 31329</u></td> </tr> <tr> <td>Proximity to Subject</td> <td></td> <td><u>1.77 miles NW</u></td> <td><u>1.81 miles NW</u></td> <td><u>1.92 miles N</u></td> </tr> <tr> <td>Sales Price</td> <td>\$ _____</td> <td>\$ <u>14,563</u></td> <td>\$ <u>1,400</u></td> <td>\$ <u>24,194</u></td> </tr> <tr> <td>Price \$/acre</td> <td>\$ _____</td> <td>\$ <u>14,563</u></td> <td>\$ <u>1,400</u></td> <td>\$ <u>24,194</u></td> </tr> </table>		ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Address	<u>Courthouse Rd Springfield, GA 31329</u>	<u>Wallace Dr Springfield, GA 31329</u>	<u>Wallace Dr Springfield, GA 31329</u>	<u>Old Tusculum Rd Springfield, GA 31329</u>	Proximity to Subject		<u>1.77 miles NW</u>	<u>1.81 miles NW</u>	<u>1.92 miles N</u>	Sales Price	\$ _____	\$ <u>14,563</u>	\$ <u>1,400</u>	\$ <u>24,194</u>	Price \$/acre	\$ _____	\$ <u>14,563</u>	\$ <u>1,400</u>	\$ <u>24,194</u>																																															
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Comments on Market Data <u>As stated previously in this report the subject property, due to its size, shape and location has very little development potential. A search for similar sales of sites comparable to the subject was completed in the Springfield, Guyton market area. The sales utilized are considered the most recent and most comparable found.</u>																																																																										
Comments and Conditions of Appraisal <u>A total of seven sales were found and reviewed. The four sales utilized are considered to be the most recent and most comparable found. Adjustments were completed according to market reaction.</u>																																																																										
<b>RECONCILIATION</b>	Final Reconciliation <u>The Sales Comparison Approach to value was the only value established. Adjusted sales range from \$15,400 per acre to \$18,130 per acre. The per acre value established for the subject property is \$17,000 per acre. 0.36 acre X \$17,000 price per acre = \$6,120. Rounded to \$6,100</u>																																																																									
	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>August 24, 2023</u> TO BE \$ <u>6,100.00</u>																																																																									
	Appraiser <u>David Atkins</u> Supervisory Appraiser (if applicable) _____																																																																									
	Date of Signature and Report <u>09/11/2023</u> Date of Signature _____																																																																									
	Title <u>State Registered</u> Title _____																																																																									
State Certification # _____ State Certification # _____																																																																										
Or State License # <u>253035</u> Or State License # _____																																																																										
Expiration Date of State Certification or License <u>11/30/2023</u> Expiration Date of State Certification or License _____																																																																										
Date of Inspection (if applicable) <u>August 24, 2023</u> <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection _____																																																																										



### ADDITIONAL COMPARABLE SALES

132-0923

File No. 132-0923

Page # 11 of 20

*Item XII. 16.*

[illegible]

243

**Photograph Addendum**

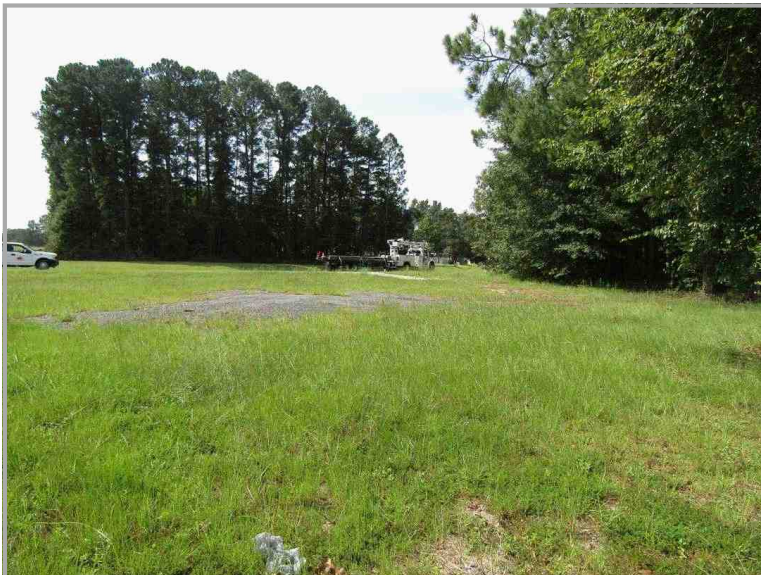
Owner	Effingham County Board of Commissioners					
Property Address	Courthouse Rd					
City	Springfield	County	Effingham	State	GA	Zip Code 31329
Client	Effingham County Board of Commissioners					

*Item XII. 16.*

Site



Site



Site



# Photograph Addendum

Owner	Effingham County Board of Commissioners					
Property Address	Courthouse Rd					
City	Springfield	County	Effingham	State	GA	Zip Code 31329
Client	Effingham County Board of Commissioners					

Item XII. 16.



Site

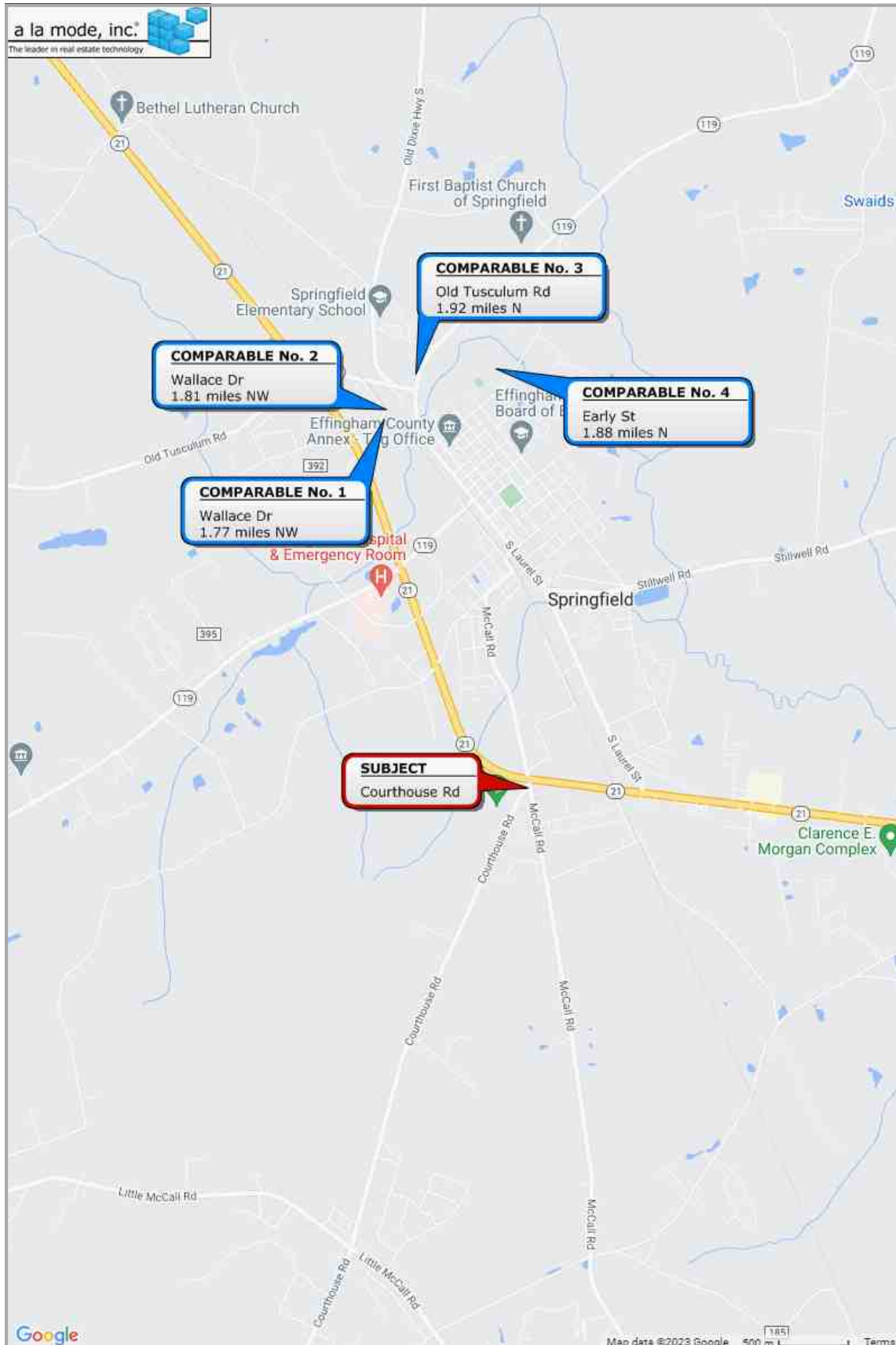

Georgia Highway 21  
site is on the left

Courthouse Road  
site is on the left

## Location Map

Owner	Effingham County Board of Commissioners					
Property Address	Courthouse Rd					
City	Springfield	County	Effingham	State	GA	Zip Code 31329
Client	Effingham County Board of Commissioners					

Item XII. 16.

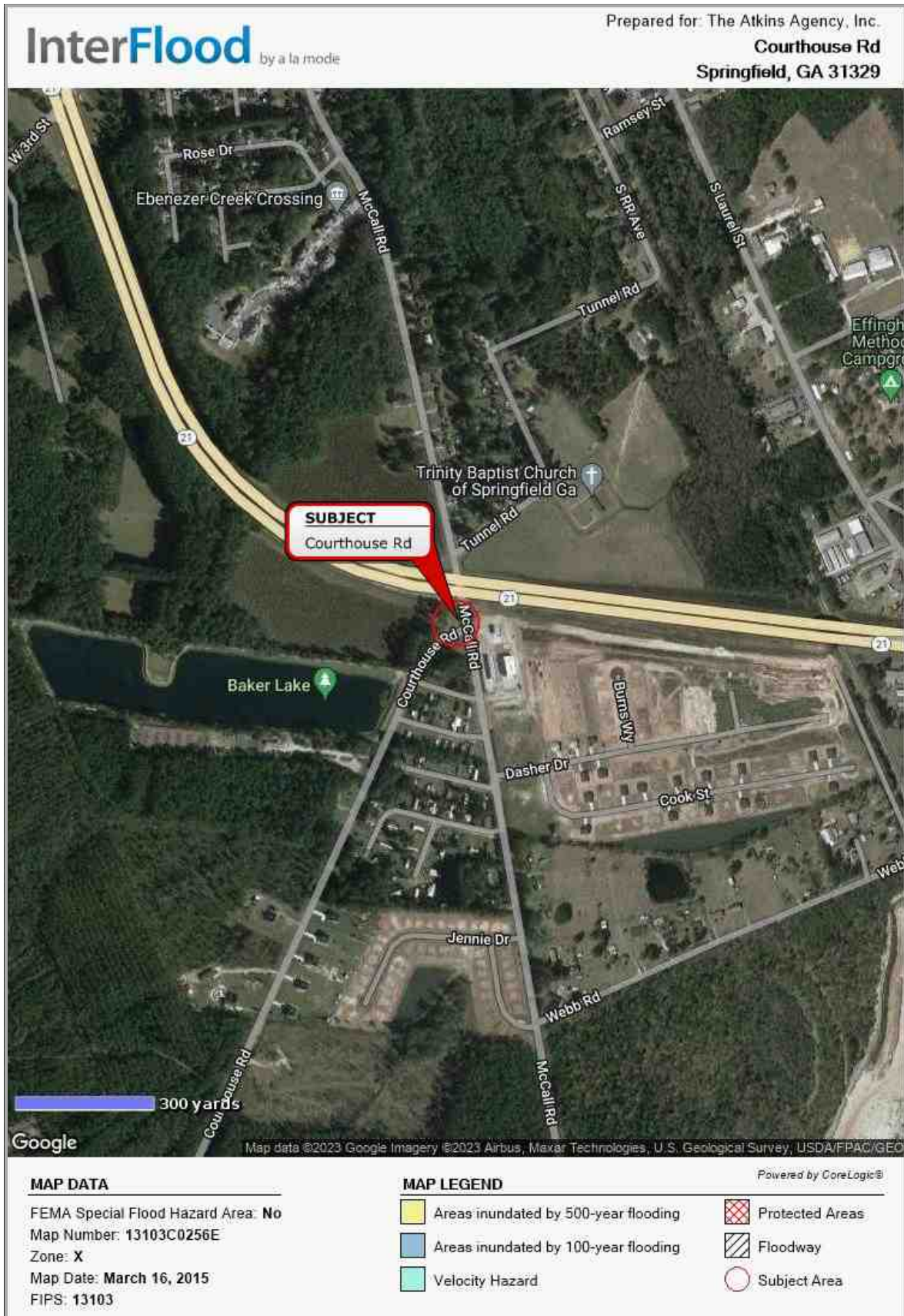




**Flood Map**

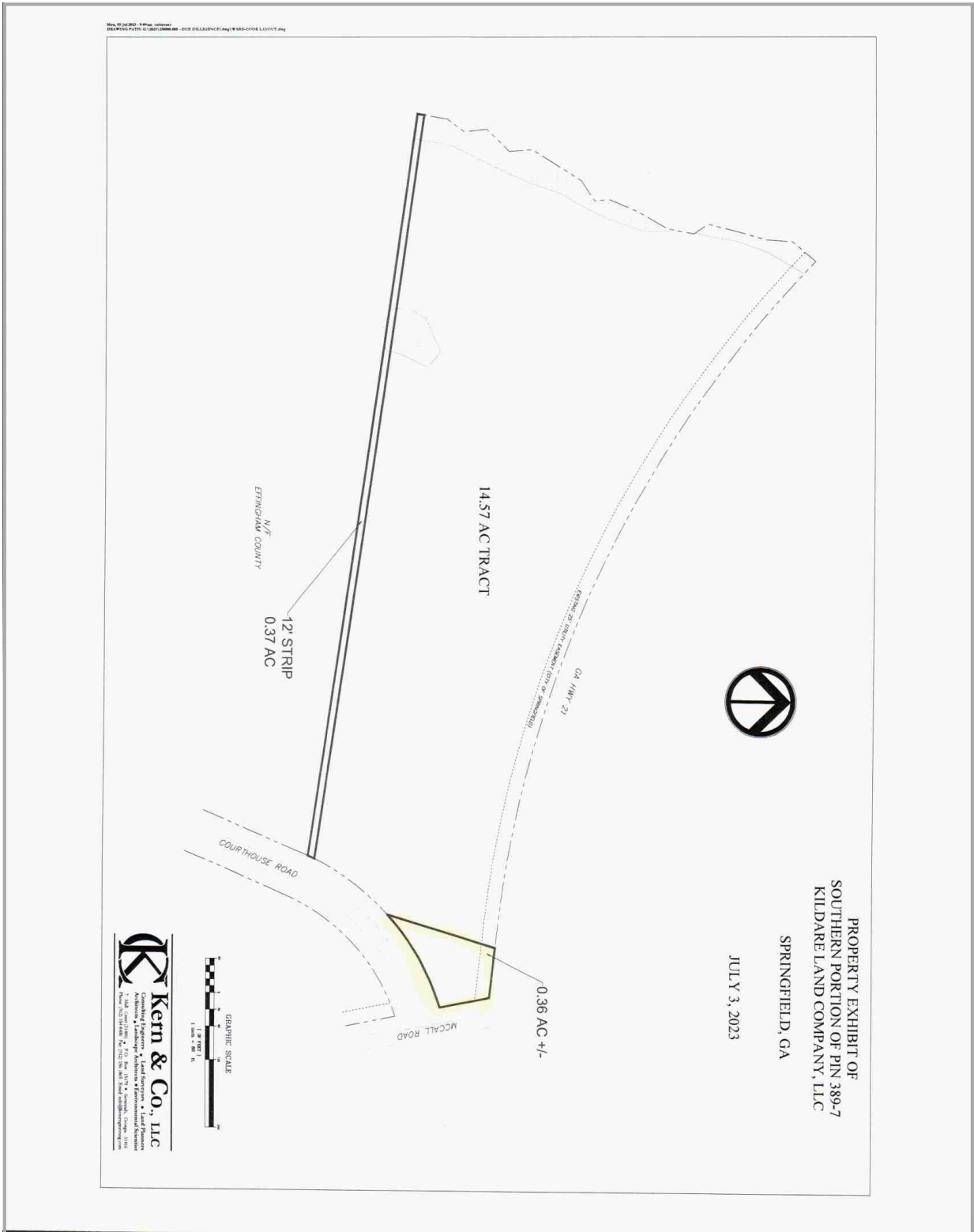
Owner	Effingham County Board of Commissioners					
Property Address	Courthouse Rd					
City	Springfield	County	Effingham	State	GA	Zip Code 31329
Client	Effingham County Board of Commissioners					

Item XII. 16.



Plat Map

Item XII. 16.





## Aireal Map

Item XII. 16.

 Effingham County, GA


Overview



Legend

- ☐ Parcels  
☐ Roads

Parcel ID	03890007	Owner	KILDARE LAND COMPANY LLC	Last 2 Sales			
Class Code	Agricultural		6529 CLYO KILDARE RD	Date	Price	Reason	Qual
Taxing District	01-County		NEWINGTON, GA 30446	12/31/2021	\$1555000	LM	Q
	County	Physical Address	HWY 21	2/20/2019	0	U	U
Acres	39.46	Assessed Value	Value \$257597				
(Note: Not to be used on legal documents)							

Date created: 8/9/2023

Last Data Uploaded: 8/9/2023 12:26:06 AM

Developed by  Schneider  
GEOSPATIAL

## Insurance

Item XII. 16.

Real Estate Professionals  
Errors and Omissions Policy

## Declarations

Agency	Branch	Prefix	Policy Number
078990	969	RFB	24986502523

Insurance is provided by  
Continental Casualty Company,  
151 North Franklin Street, Chicago, IL 60606  
A Stock Insurance Company.

## 1. NAMED INSURED AND MAILING ADDRESS:

The Atkins Agency, Inc.  
929 Blackshear Highway  
Bakley, GA 31513

## NOTICE TO POLICYHOLDERS:

The Errors and Omissions Liability coverage  
afforded by this policy is on a Claims Made  
basis. Please review the policy carefully  
and discuss this coverage with your  
insurance agent or broker.

2. POLICY PERIOD: Inception: 07/30/2023      Expiration: 07/30/2024  
at 12:01 A.M. Standard time at your address shown above.

## 3. ERRORS AND OMISSIONS LIABILITY:

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000
B. Discrimination Limits of Liability:				\$250,000
C. Deductible:	Each Claim:	\$2,500		
D. First Coverage Date:	07/30/2002			
E. Retroactive Date:	07/30/1999			

## 4. PREMIUM

\$2,397

Total Premium:

\$2,397.00

## 5. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

CNA65781XX	Real Estate Professionals Errors and Omissions Liability Policy
CNA68180GA	RE19 Cancellation/Non-Renewal - Georgia
CNA68080GA	RE19 Amendatory Endorsement - Georgia
CNA68580GA	RE19 Waiver of Punitive Damages - Georgia

CNA65780XX ED. 05-2012

I - 1319195 B - 052361

*Battlem, M. Curry*  
Countersigned by Authorized Representative

## License

Item XII. 16.

# STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

DAVID M ATKINS SR

253035

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**STATE REGISTERED REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY  
Chairperson

JEFF A. LAWSON  
Vice Chairperson

JEANMARIE HOLMES  
KEITH STONE  
WILLIAM A. MURRAY

1302216006715207

ATKINS, DAVID M  
P O BOX 1046  
SPRINGFIELD, GA 31329

DAVID M ATKINS SR

# 253035  
Status ACTIVE

END OF RENEWAL  
11/30/2023

STATE REGISTERED REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1302216006715207

DAVID M ATKINS SR

# 253035  
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229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1302216006715207

Report Version 8

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**Resume**

Item XII. 16.

**QUALIFICATIONS OF DAVID ATKINS****EDUCATION:**

Graduated Northside High School	1971
Graduated Brewton Parker College	1974
Atlantic School of Real Estate	2002
Bramlett School of Real Estate, Income Capitalization I & II	2005
Bramlett School of Real Estate, Marketing Unique & Complex	2009
Bramlett School of Real Estate, Residential Sales Comparison I & II	2010

**EXPERIENCE:**

Twenty seven year career in banking  
 Ten years bank president/CEO  
 Eighteen years Real Estate Appraiser

**PROFESSIONAL DESIGNATION:**

State Registered Appraiser, State of Georgia No 253035

**CLIENTELE:**

Commercial Banks, Mortgage Banks, Credit Unions, City and County Governments, Attorneys,  
 CPA's, Small Business Administration(SBA) Lenders, FarmerMac, USDA, Agriculture Lenders,  
 Individuals

**REFERENCES:**

Branch Bank & Trust Wilson, NC	Christy Walker Magnolia Bank 101 Winston Way, Suite D Campbellsville, KY 42718
Stormy Garland Bank of Newington P. O. Box 68 Newington, Ga 30446	Chriss Allen/Scott Morgan Savannah River Mortgage Rincon, Georgia
Tony O'Reilly Small Business Assistance Corp 111 E Liberty Street Savannah, Ga 31412	Tina Hicks Coastal Area District Development 501 Gloucester Street Brunswick, Ga 31520

Item XII. 16.

**INVOICE****FROM:**

David M Atkins  
 The Atkins Agency Inc  
 P. O. Box 1046  
 Springfield, Ga 31329  
 dmatkins@windstream.net  
 Telephone Number: 912-665-1424 Fax Number:

**INVOICE NUMBER**

133-0923

**DATES**

Invoice Date: September 11, 2023  
 Due Date:

**REFERENCE**

Internal Order #: 133-0923  
 Lender Case #:  
 Client File #:  
 FHA/VA Case #:  
 Main File # on form: 133-0923  
 Other File # on form: 133-0923  
 Federal Tax ID:  
 Employer ID:

**TO:**

Kildare Land Company LLC  
 6529 Cloy Kildare Road  
 Newington, Ga 30446

**E-Mail:**

Telephone Number: Fax Number:  
 Alternate Number:

**DESCRIPTION**

Lender: Kildare Land Company, LLC Client: Kildare Land Company LLC  
 Purchaser/Borrower: Kildare Land Company, LLC  
 Property Address: Georgia Highway 21  
 City: Springfield  
 County: Effingham State: Ga Zip: 31329  
 Legal Description: 11th GM District Effingham County, Ga; 0.37 acres

**FEES****AMOUNT**

DESCRIPTION	AMOUNT
Restricted Appraisal	750.00
<b>SUBTOTAL</b>	<b>750.00</b>

**PAYMENTS****AMOUNT**

CHECK #	DATE	DESCRIPTION	AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
<b>SUBTOTAL</b>			<b>0.00</b>
<b>TOTAL DUE</b>			<b>\$ 750.00</b>



## APPRAISAL OF REAL PROPERTY



### LOCATED AT

Georgia Highway 21  
Springfield, Ga 31329  
11th GM District Effingham County, Ga; 0.37 acres

### FOR

Kildare Land Company, LLC  
6529 Cloy Kildare Road  
Newington, Ga 30446

### OPINION OF VALUE

\$6,100

### AS OF

8/24/2023

### BY

David Atkins  
The Atkins Agency, Inc  
P. O. Box 1046  
Springfield, GA 31329  
(912) 665-1424  
dmatkins@windstream.net



Client	Kildare Land Company LLC					File No.	133-0923	Item XII. 16.
Property Address	Georgia Highway 21							
City	Springfield	County	Effingham	State	Ga	Zip Code	31329	
Owner	Kildare Land Company, LLC							

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The Atkins Agency, Inc  
P. O. Box 1046  
Springfield, GA 31329  
(912) 665-1424

09/11/2023

Kildare Land Company, LLC  
6529 Cloy Kildare Road  
Newington, Ga 30446

Re: Property: Georgia Highway 21  
Springfield, Ga 31329  
Client: Kildare Land Company, LLC  
File No.: 133-0923

Opinion of Value: \$ 6,100  
Effective Date: 8/24/2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as vacant, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



David Atkins  
State Registered  
License or Certification #: 253035  
State: GA Expires: 11/30/2023  
dmatkins@windstream.net

**SUMMARY OF SALIENT FEATURES**

SUBJECT INFORMATION	Subject Address	Georgia Highway 21
	Legal Description	11th GM District Effingham County, Ga; 0.37 acres
	City	Springfield
	County	Effingham
	State	Ga
	Zip Code	31329
	Census Tract	0302.09
	Map Reference	42340
PRICE & DATE	Contract Price	\$
	Date of Contract	
PARTIES	Client	Kildare Land Company LLC
	Owner	Kildare Land Company, LLC
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Springfield
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	David Atkins
	Effective Date of Appraisal	8/24/2023
VALUE	Opinion of Value	\$ 6,100

**Assumptions, Limiting Conditions & Scope of Work**

133-0923

File No.: 133-0923

Property Address: Georgia Highway 21

City: Springfield

State: Ga

Zip Code: 31329

Item XII. 16.

Client: Kildare Land Company LLC

Address: 6529 Clio Kildare Road, Newington, Ga 30446

Appraiser: David Atkins

Address: P. O. Box 1046, Springfield, GA 31329

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch

is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other

data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best

use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction

with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence

of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the

normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any

hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous

wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and

makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any

such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the

appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report

and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by

the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Under USPAP Standards Rule 2-2(b), this is a Restricted Appraisal Report, and is intended only for the use of the client and any other named intended user(s). The users of this report must clearly understand that the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison Approach. The appraiser has excluded the Cost and I

**Certifications**

Property Address: Georgia Highway 21	City: Springfield	File No.: 133-0923	State: Ga	Zip Code: 31329
Client: Kildare Land Company LLC	Address: 6529 Clyo Kildare Road, Newington, Ga 30446			
Appraiser: David Atkins	Address: P. O. Box 1046, Springfield, GA 31329			

Item XII. 16.

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


Additional Certifications:

**DEFINITION OF MARKET VALUE \*:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and

Client Contact:	Client Name: Kildare Land Company LLC
E-Mail:	Address: 6529 Clyo Kildare Road, Newington, Ga 30446
<b>APPRAISER</b>	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: David Atkins	Supervisory or Co-Appraiser Name:
Company: The Atkins Agency, Inc	Company:
Phone: (912) 665-1424 Fax: (912) 826-0700	Phone: Fax:
E-Mail: dmatkins@windstream.net	E-Mail:
Date Report Signed: 09/11/2023	Date Report Signed:
License or Certification #: 253035 State: GA	License or Certification #: State:
Designation: State Registered	Designation:
Expiration Date of License or Certification: 11/30/2023	Expiration Date of License or Certification:
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None
Date of Inspection: 8/24/2023	Date of Inspection:

SIGNATURES

## Assumptions and Limiting Conditions

133-0923  
File # 133-0923

Item XII. 16.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.



## Certifications

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File # 133-0923

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

## Certifications

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File # 133-0923

Item XII. 16.

20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

23. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

## APPRAISER

Signature   
 Name David Atkins  
 Company Name The Atkins Agency, Inc  
 Company Address P. O. Box 1046  
Springfield, GA 31329  
 Telephone Number (912) 665-1424  
 Email Address dmatkins@windstream.net  
 Date of Signature and Report 09/11/2023  
 Effective Date of Appraisal 8/24/2023  
 State Certification # \_\_\_\_\_  
 or State License # 253035  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State GA  
 Expiration Date of Certification or License 11/30/2023

## ADDRESS OF PROPERTY APPRAISED

Georgia Highway 21  
Springfield, Ga 31329  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 6,100

## LENDER/CLIENT

Name \_\_\_\_\_  
 Company Name Kildare Land Company, LLC  
 Company Address \_\_\_\_\_  
 Email Address \_\_\_\_\_

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

## SUBJECT PROPERTY

- ☐ Did not inspect subject property  
☐ Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
☐ Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

## COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street  
☐ Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

Client	Kildare Land Company LLC			File No.	133-0923
Property Address	Georgia Highway 21				
City	Springfield	County	Effingham	State	Ga Zip Code 31329
Owner	Kildare Land Company, LLC				

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**APPRAISAL AND REPORT IDENTIFICATION**

This Report is one of the following types:

- ☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time**

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

180 days**Comments on Appraisal and Report Identification**

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

**APPRAISER:**

Signature: \_\_\_\_\_

Name: David Atkins

State Registered

State Certification #: \_\_\_\_\_

or State License #: 253035

State: GA Expiration Date of Certification or License: 11/30/2023

Date of Signature and Report: 09/11/2023

Effective Date of Appraisal: 8/24/2023

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 8/24/2023

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_

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

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

## 133-0923

File No. 133-0923

264

### ADDITIONAL COMPARABLE SALES

133-0923

File No. 133-0923

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[illegible]



## Photograph Addendum

Client	Kildare Land Company LLC					
Property Address	Georgia Highway 21					
City	Springfield	County	Effingham	State	Ga	Zip Code 31329
Owner	Kildare Land Company, LLC					

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Site



Site



Site



## Photograph Addendum

Client	Kildare Land Company LLC					
Property Address	Georgia Highway 21					
City	Springfield	County	Effingham	State	Ga	Zip Code 31329
Owner	Kildare Land Company, LLC					

*Item XII. 16.*



Site



Site

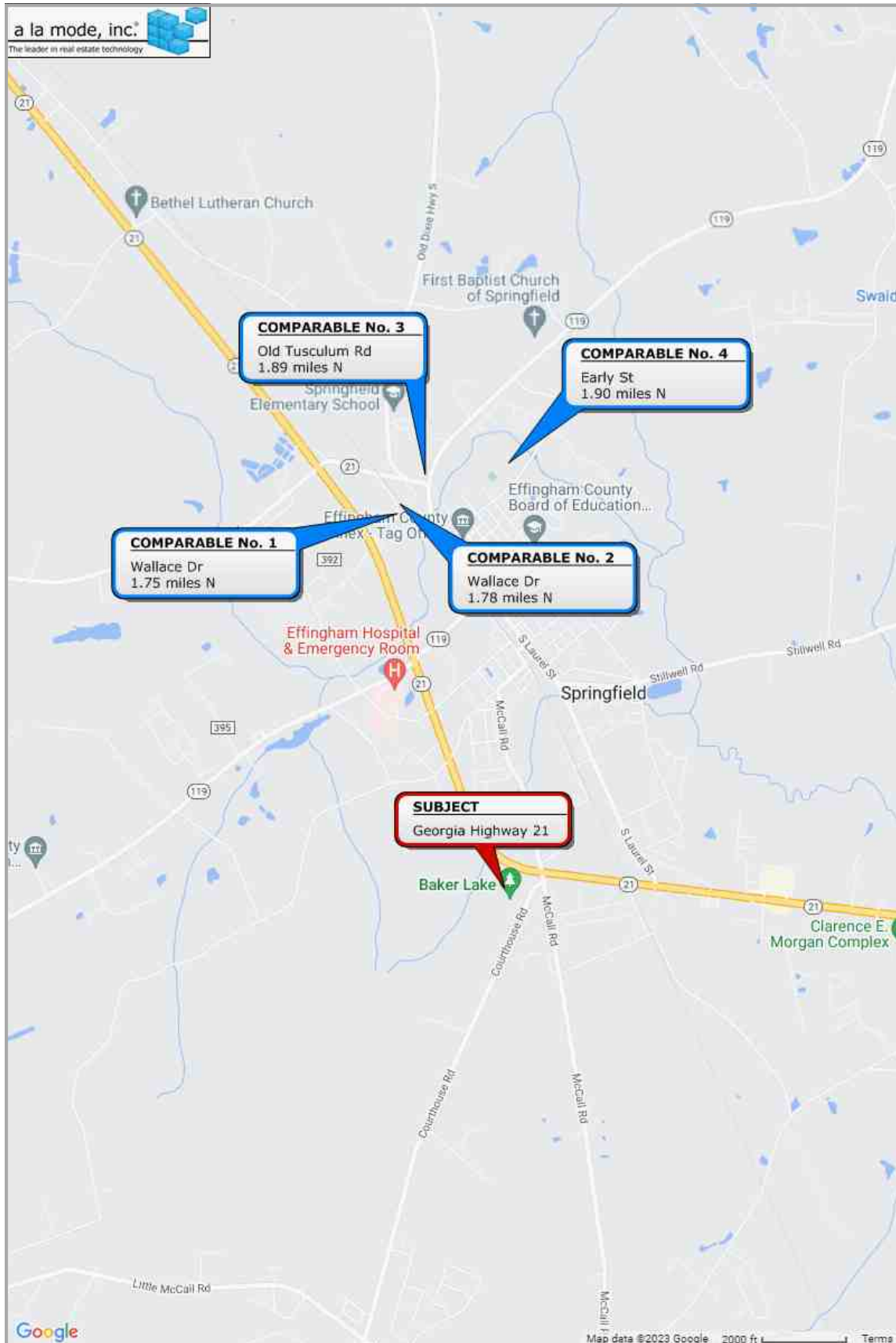


Courthouse Road  
site is on the right

## Location Map

Client	Kildare Land Company LLC					
Property Address	Georgia Highway 21					
City	Springfield	County	Effingham	State	Ga	Zip Code 31329
Owner	Kildare Land Company, LLC					

Item XII. 16.

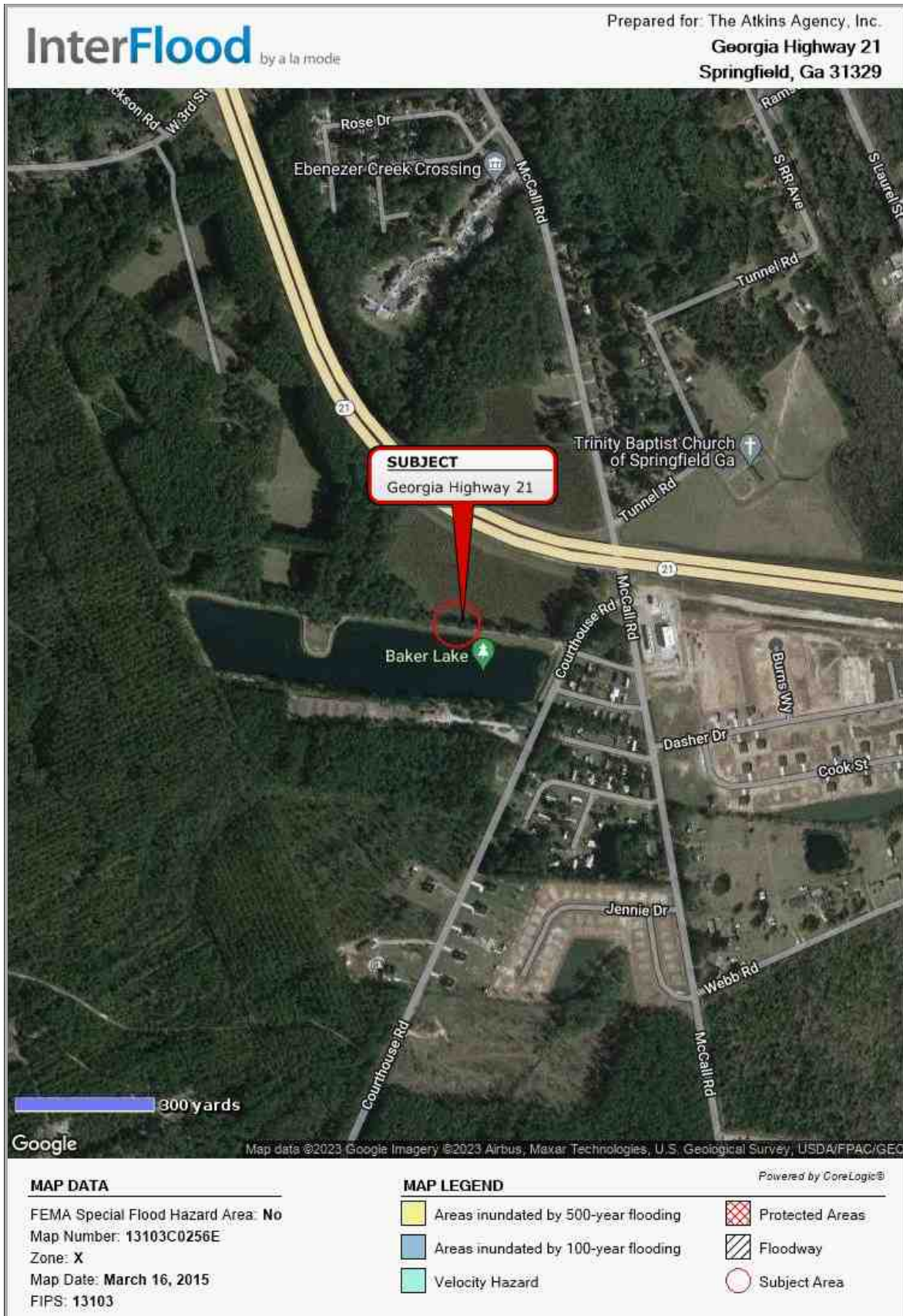




**Flood Map**

Client	Kildare Land Company LLC					
Property Address	Georgia Highway 21					
City	Springfield	County	Effingham	State	Ga	Zip Code 31329
Owner	Kildare Land Company, LLC					


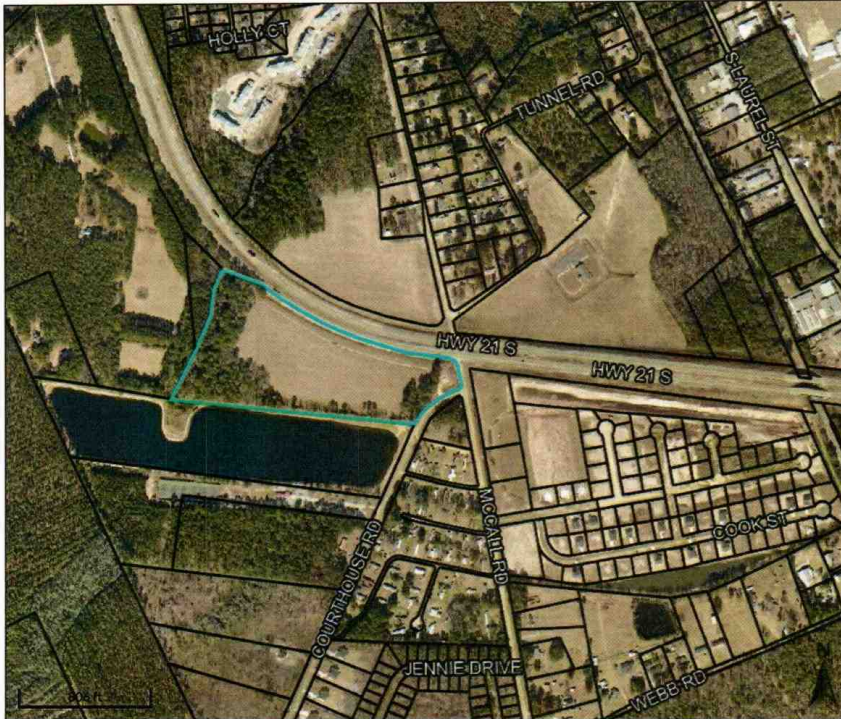
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## Aireal Map

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 Effingham County, GA


Overview



Legend

- ☐ Parcels  
☐ Roads

Parcel ID	03890007	Owner	KILDARE LAND COMPANY LLC	Last 2 Sales			
Class Code	Agricultural		6529 CLYO KILDARE RD	Date	Price	Reason	Qual
Taxing District	01-County		NEWINGTON, GA 30446	12/31/2021	\$1555000	LM	Q
	County	Physical Address	HWY 21	2/20/2019	0	U	U
Acres	39.46	Assessed Value	Value \$257597				
(Note: Not to be used on legal documents)							

Date created: 8/9/2023

Last Data Uploaded: 8/9/2023 12:26:06 AM

Developed by  Schneider  
GEOSPATIAL



## Insurance

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Real Estate Professionals  
Errors and Omissions Policy

## Declarations

Agency	Branch	Prefix	Policy Number
078990	969	RFB	24986502523

Insurance is provided by  
Continental Casualty Company,  
151 North Franklin Street, Chicago, IL 60606  
A Stock Insurance Company.

## 1. NAMED INSURED AND MAILING ADDRESS:

The Atkins Agency, Inc.  
929 Blackshear Highway  
Bakley, GA 31513

## NOTICE TO POLICYHOLDERS:

The Errors and Omissions Liability coverage  
afforded by this policy is on a Claims Made  
basis. Please review the policy carefully  
and discuss this coverage with your  
insurance agent or broker.

2. POLICY PERIOD: Inception: 07/30/2023      Expiration: 07/30/2024  
at 12:01 A.M. Standard time at your address shown above.

## 3. ERRORS AND OMISSIONS LIABILITY:

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000
B. Discrimination Limits of Liability:				\$250,000
C. Deductible:	Each Claim:	\$2,500		
D. First Coverage Date:	07/30/2002			
E. Retroactive Date:	07/30/1999			

## 4. PREMIUM

\$2,397

Total Premium:

\$2,397.00

## 5. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

CNA65781XX	Real Estate Professionals Errors and Omissions Liability Policy
CNA68180GA	RE19 Cancellation/Non-Renewal - Georgia
CNA68080GA	RE19 Amendatory Endorsement - Georgia
CNA68580GA	RE19 Waiver of Punitive Damages - Georgia

CNA65780XX ED. 05-2012

I - 1319195 B - 052361

*Barthelme W. Curry*  
Countersigned by Authorized Representative



## License

Item XII. 16.

# STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

DAVID M ATKINS SR

253035

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A  
**STATE REGISTERED REAL PROPERTY APPRAISER**

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY  
Chairperson

JEFF A. LAWSON  
Vice Chairperson

JEANMARIE HOLMES  
KEITH STONE  
WILLIAM A. MURRAY

1302216006715207

DAVID M ATKINS SR

# 253035  
Status ACTIVE

END OF RENEWAL  
11/30/2023

STATE REGISTERED REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1302216006715207

DAVID M ATKINS SR

# 253035  
Status ACTIVE

END OF RENEWAL  
11/30/2023

STATE REGISTERED REAL PROPERTY  
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY  
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY  
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia  
Real Estate Commission  
Suite 1000 - International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303-1605



LYNN DEMPSEY  
Real Estate Commissioner

1302216006715207

ATKINS, DAVID M  
P O BOX 1046  
SPRINGFIELD, GA 31329

Report Version 8

Generated on 11/22/2022 at 10:56:31 AM

**Resume**

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**QUALIFICATIONS OF DAVID ATKINS****EDUCATION:**

Graduated Northside High School	1971
Graduated Brewton Parker College	1974
Atlantic School of Real Estate	2002
Bramlett School of Real Estate, Income Capitalization I & II	2005
Bramlett School of Real Estate, Marketing Unique & Complex	2009
Bramlett School of Real Estate, Residential Sales Comparison I & II	2010

**EXPERIENCE:**

Twenty seven year career in banking  
 Ten years bank president/CEO  
 Eighteen years Real Estate Appraiser

**PROFESSIONAL DESIGNATION:**

State Registered Appraiser, State of Georgia No 253035

**CLIENTELE:**

Commercial Banks, Mortgage Banks, Credit Unions, City and County Governments, Attorneys,  
 CPA's, Small Business Administration(SBA) Lenders, FarmerMac, USDA, Agriculture Lenders,  
 Individuals

**REFERENCES:**

Branch Bank & Trust Wilson, NC	Christy Walker Magnolia Bank 101 Winston Way, Suite D Campbellsville, KY 42718
Stormy Garland Bank of Newington P. O. Box 68 Newington, Ga 30446	Chriss Allen/Scott Morgan Savannah River Mortgage Rincon, Georgia
Tony O'Reilly Small Business Assistance Corp 111 E Liberty Street Savannah, Ga 31412	Tina Hicks Coastal Area District Development 501 Gloucester Street Brunswick, Ga 31520

RESERVED FOR CLERK OF COURT

ADOLPH N. MICHELIS &amp; ASSO.

736 SANDY RIDGE ROAD  
SYLVANIA, GEORGIA 30467  
PH. (912) 829-3972

## SURVEYORS 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 certificates, signatures, stamps, or statements hereon.

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



*Adolph N. Michelis*  
GA. Reg. L.S. LIC. NO. 1323 9-2023 DATE



HODGES, GRACIE S., CAROL L. AND RICKY  
PLAT BOOK G, PAGE 203

JAMES W. EXLEY, III  
& SUE N. EXLEY  
PLAT BOOK 18, PAGE 110

CENTERLINE OF CREEK  
IS PROPERTY LINE

REFERENCES:  
DB 2754, PA 545  
PB A333, PA B2  
PB G, PA 203  
PB 18, PAGE 110

B ARC=162.81'  
RADIUS=437.23'  
BEARING=S 37°08'24" W  
CHORD=161.87'

C ARC=114.63'  
RADIUS=437.23'  
BEARING=S 55°19'05" W  
CHORD=114.30'

D ARC=59.77'  
RADIUS=278.10'  
BEARING=S 68°47'32" W  
CHORD=59.65'

E ARC=4.35'  
RADIUS=16.78'  
BEARING=S 67°31'35" W  
CHORD=4.34'

F ARC=20.83'  
RADIUS=16.78'  
BEARING=S 24°32'37" W  
CHORD=19.52'

G BEARING=S 11°00'59" E  
DISTANCE=76.93'

GEORGIA HIGHWAY #21

80' R/W

NOTE: THIS SURVEY IS FOR THE PURPOSE OF A LAND SWAP BETWEEN THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS AND KILDARE LAND COMPANY, LLC.  
THIS 0.37 ACRE PARCEL HAS BEEN CREATED FROM THE SOUTHERLY PORTION OF MAP & PARCEL 03890007, EFFINGHAM COUNTY TAX RECORDS AS SHOWN ON A SURVEY FOR KILDARE LAND COMPANY, LLC BY DONALD W. MARSH & ASSOCIATES (DONALD W. MARSH, GEORGIA REGISTERED LAND SURVEYOR NO. 2371) DATED JANUARY 12, 2022.

LEGEND:  
IRF-5/8" REBAR FOUND  
IRS-1/2" REBAR SET  
PA-PAGE  
PB-PLAT BOOK

EQUIPMENT USED:  
TOPCON 303 TOTAL STATION

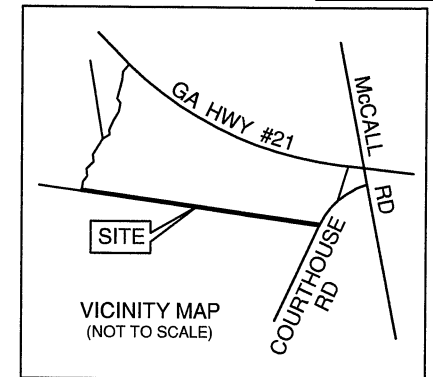
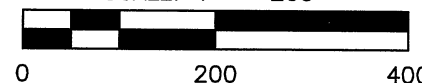
ERROR OF CLOSURE: 1:25,000  
(PLAT NOT ADJUSTED)

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP 13103C0256E, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 16 MARCH 2015, THIS PROPERTY IS LOCATED IN ZONE X (OUTSIDE THE 500 YEAR FLOODPLAIN).

03890014  
EFFINGHAM COUNTY  
BOARD OF COMMISSIONERS  
PLAT BOOK A333, PAGE B2  
~KNOWN AS BAKER POND~

A ARC=12.58'  
RADIUS=437.23'  
BEARING=S 25°38'53" W  
CHORD=12.58'

SCALE: 1" = 200'



VICINITY MAP  
(NOT TO SCALE)

SURVEY FOR  
**EFFINGHAM COUNTY  
BOARD OF COMMISSIONERS**

LOCATED IN THE 11TH G.M.D.  
EFFINGHAM COUNTY, GEORGIA

SURVEYED 15 SEPTEMBER 2023  
PLAT DRAWN 19 SEPTEMBER 2023