



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

County
Effingham
Georgia
Board of Commissioners

April 02, 2024 – 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**

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 March 19, 2024 work session and 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** - The agenda packet for this meeting is posted on the county's website. Any additional documentation presented at the meeting shall be submitted to the Clerk for receipt, recording and distribution to the Board (*please do not distribute on your own volition*).
- IX. Presentation - Deal, Lanier, Proctor & Bloser CPAs**
 - 1. Audit review presentation by Kay Proctor from Lanier, Deal, Proctor & Bloser CPAs
- X. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.
 - 1. [2024-137 Agreement]

Consideration to approve to renew Year 3 of an Agreement with GMASS, Inc. for the maintenance of rural land schedules and methodology for 2023-2025

2. **[2024-138 Agreement]**

Consideration to approve to renew Lease Agreements with FP Mailing services to allow for postage meters at multiple locations

3. **[2024-139 Contracts]**

Consideration to approve to extend the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services through June 30, 2024

4. **[2024-140 Grant Award]**

Consideration to approve to accept a Grant Award from the Coastal Regional Commission Area Agency on Aging

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

1. **[2024-119 Second Reading]**

Consideration to approve the Second Reading of an application by **Penny West** to rezone 5 acres located at 3768 Old Dixie Hwy South from **AR-1 to AR-2** to allow for new home sites **Map# 339 Parcel# 6** in the Third District (*postponed 03/05/2024, 03/19/2024*)

XII. New Business

1. **[2024-141 Resolution]** *Mark Barnes*

Consideration to approve Resolution# 024-016 for a General Obligation Transportation Sales Tax Bond in the amount of \$60,000,000 principal for the countywide projects approved in the Transportation Special Local Option Sales Tax (TSPLOST) referendum, passed November 2023

2. **[2024-142 Resolution]** *Mark Barnes*

Consideration to approve Resolution# 024-017 to amend the Fiscal Year 2024 Budget

3. **[2024-143 Purchase Order]** *Clint Hodges*

Consideration to approve a Purchase Order for Firefighting Agent from Fireline Inc.

4. **[2024-144 Policy]** *Greg Hood*

Consideration to approve to adopt a Policy containing procedures for the Office of Code Enforcement

5. **[2024-145 Contract]** *Alison Bruton*

Consideration to approve Contract 23-ITB-054 with Lavender & Associates, Inc. for the Effingham Gym Expansion

6. **[2024-146 Agreement]** *Alison Bruton*

Consideration to approve to terminate the Lease Agreement with the Meldrim Community Civics Club, Inc. related to Meldrim Park

7. **[2024-147 Change Order]** *Alison Bruton*

Consideration to approve to ratify and affirm Change Order# 2 for Peek Pavement for the LMIG SAP Project

8. [2024-148 Plan] *Alison Bruton*

Consideration to approve the Solid Waste Management Plan as completed by Alliance Consulting Engineers

9. [2024-149 Plan] *Alison Bruton*

Consideration to approve the Water/Wastewater Master Plan completed by Alliance Consulting Engineers

XIII. Reports from Commissioners & Administrative Staff

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

XV. Executive Session Minutes - Consideration to approve the March 19, 2024 executive session minutes

XVI. Planning Board - 6:00 pm

1. [2024-150 Sketch Plan] *Samantha Easton*

The Planning Board recommends approval for an application by **Simcoe Investment Group, LLC**, for a **Sketch Plan** located on Goshen Road, for "Goshen Church Tract" proposed zoning PD-R **Map# 451 Parcels# 21** in the Second District

2. [2024-151 Sketch Plan] *Samantha Easton*

The Planning Board recommends approval for an application by **Craig Johnson**, for a **Sketch Plan** located on Stillwell Road, for "Stillwell Pines" zoned AR-1 **Map# 427 Parcels# 14B** in the Fourth District

3. [2024-152 Sketch Plan] *Samantha Easton*

Staff recommends approval for an application by **James Dasher** for a Sketch Plan located on Earl Lain Road, for "West Gate Phase 1" zoned PD-R **Map# 436 Parcels# 3 & Map# 435 Parcels# 21,21A, & 21B** in the **Second District**

4. [2024-153 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend approving an application by **Steve Murray** requesting a **Variance** from Section 3.38.6, to allow for a reduction in required road frontage for a billboard, located on US Highway 80, zoned B-2 **Map# 378 Parcel# 11** in the **First District**

5. [2024-154 Second Reading]

Consideration to approve the Second Reading of an application by **Steve Murray** requesting a **Variance** from Section 3.38.6, to allow for a reduction in required road frontage for a billboard, located on US Highway 80, zoned B-2 **Map# 378 Parcel# 11** in the **First District**

6. [2024-155 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend **approving** an application by **Keith Blocker - EB Miles Properties, Inc.** to **rezone** 9.21 of 11.03 acres located on US Hwy 80 West from **AR-1 to B-3** to allow for the subdivision and change of land use **Map # 378 Parcel # 6 & 7** in the **First District**

[7.](#) [2024-156 Second Reading]

Consideration to approve the Second Reading of an application by **Keith Blocker - EB Miles Properties, Inc.** to **rezone** 9.21 of 11.03 acres located on U.S. Highway 80 W from **AR-1 to B-3** to allow for the subdivision and change of land use, **Map # 378 Parcel # 6 & 7** in the **First District**

[8.](#) [2024-157 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend approving an application by **Vincent Helmey** as agent for **William Earl Barton Jr. and Treda Hodge** to **rezone** 2.94 acres located on Harvey Road from **AR-1 to AR-2** to allow for subdivision to create a home site, **Map # 303 Parcel # 28** in the **First District**

[9.](#) [2024-158 Second Reading]

Consideration to approve the Second Reading of an application by **Vincent Helmey** as agent for **William Earl Barton Jr. and Treda Hodge** to **rezone** 2.94 acres located on Harvey Road from **AR-1 to AR-2** to allow for subdivision to create a home site, **Map # 303 Parcel # 28** in the **First District**

[10.](#) [2024-159 Public Hearing] *Chelsie Fernald*

The Planning Board recommends denying an application by **SIMCOE Investment Group, LLC** as agent for **Grace Community Church of Effingham County, Georgia Inc.** to **rezone** 29.6 of 39.94 acres located on Goshen Road from **R-1 to PD** to allow for a residential development, **Map # 451 Parcel # 21** in the **Second District**

[11.](#) [2024-160 Second Reading]

Consideration to approve the Second Reading of an application by **SIMCOE Investment Group, LLC** as agent for **Grace Community Church of Effingham County, Georgia Inc.** to **rezone** 29.6 of 39.94 acres located on Goshen Road from **R-1 to PD** to allow for a residential development, **Map # 451 Parcel # 21** in the **Second District**

[12.](#) [2024-161 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend approving an application by **Stephen Lanier** to **rezone** 1.00 of 1.92 acres located on Sisters Ferry Road from **AR-1 to AR-2** to allow for a non-conforming parcel to be brought into compliance, **Map # 386 Parcel # 36** in the **Third District**

[13.](#) [2024-162 Second Reading]

Consideration to approve the Second Reading of an application by **Stephen Lanier** to **rezone** 1.00 of 1.92 acres located on Sisters Ferry Road from **AR-1 to AR-2** to allow for a non-conforming parcel to be brought into compliance **Map # 386 Parcel # 36** in the **Third District**

[14.](#) [2024-163 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend approving an application by **Anita Butler** as agent for **Jack L. Edwards** to **rezone** 3.11 of 31.58 acres located on Corinth Church Road from **AR-1 to AR-2** to allow for subdivision to create a new home site **Map # 312 Parcel # 1** in the **Third District**

[15.](#) [2024-164 Second Reading]

Consideration to approve the Second Reading of an application by **Anita Butler** as agent for **Jack L. Edwards** to **rezone** 3.11 of 31.58 acres from **AR-1 to AR-2** to allow for subdivision to create a new home site, located on **Corinth Church Road. Map # 312 Parcel # 1** in the **Third District**.

16. [2024-165 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend **approving** an application by **Sue Anderson** as agent for **SB Homes, LLC** to **rezone** 5.272 acres located on Old Louisville Road from **AR-1 to R-1** to allow for an addition to residential lots, **Map # 272 Parcel # 27A** in the **Third District**

17. [2024-166 Second Reading]

Consideration to approve the Second Reading of an application by **Sue Anderson** as agent for **SB Homes, LLC** to **rezone** 5.272 acres located on Old Louisville Road from **AR-1 to R-1** to allow for an addition to residential lots **Map # 272 Parcel # 27A** in the **Third District**

18. [2024-167 Public Hearing] *Chelsie Fernald*

Staff and Planning Board recommend approving an application by **Brooke Autry** as agent for **Yong Rong Liu** to **rezone** 8.60 acres located at 2497 Highway 21 South from **AR-1 to R-1** to allow for commercial/business opportunities **Map # 429 Parcel # 18A** in the **Fifth District**

19. [2024-168 Second Reading]

Consideration to approve the Second Reading of an application by **Brooke Autry** as agent for **Yong Rong Liu** to **rezone** 8.6 acres located at 2497 Highway 21 South from **AR-1 to R-1** to allow for commercial/business opportunities **Map # 429 Parcel # 18A** in the **Fifth District**

XVII. Adjournment

AUDIT REVIEW PRESENTATION

By: Kay Proctor with Lanier, Deal, Proctor & Bloser CPAs

This presentation is offered by the auditing firm to answer any questions related to the Fiscal Year 2023 audit which was approved March 19, 2024 for transmission to the State of Georgia.

Staff Report

Subject: Approval of Renewal for Year 3 of an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Author: Alison Bruton, Purchasing Agent, Neil Groover, Tax Assessor

Department: Purchasing/Tax Assessor

Meeting Date: April 2, 2024

Item Description: Renewal for Year 3 of an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Summary Recommendation: Staff recommends Approval of the Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc. for a total of \$6,900.00 per year for three (3) years

Executive Summary/Background:

- The County had a contract in place with GMASS for Classifications & Values for Rural Land & Timber that was for 4 years and has been completed.
- Last year, The Tax Assessor’s Office requested to continue with their services for the Maintenance of Rural Land Schedules and Methodology for 2023 through 2025 in the amount of \$6,900.00 per year, the same rate as the previous agreement. Year 1 and 2 were approved, and the Chief Appraiser is requesting approval to renew for Year 3.

Alternatives for Commission to Consider

1. Approval of Renewal for Year 3 of an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.
2. Do not approve the Agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / Tax Assessor

Funding Source: Department 12 – Tax Assessor’s budget

Attachments:

1. Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Agreement for the Maintenance of Rural Land Schedules and Methodology (2023-2025)

This agreement entered into on this day of July 19, 2022, 2022 between the Effingham County Board of Commissioners and GMASS, Inc. provides for the maintenance of Rural Land Schedules and Methodology for the digest years of 2023, 2024 and 2025.

For the purpose of maintaining rural land schedules and methodology in Effingham County for the years of 2023 through 2025, inclusive, Georgia Mass Appraisal Solutions and Services, GMASS, shall perform the following at the provided cost.

Service	Year 1 – Cost	Year 2 – Cost	Year 3 - Cost
Develop land values for small and large rural tracts. County will furnish the GIS photography with necessary layers	\$2,500.00	\$2,500.00	\$2,500.00
Review sales for timber value and other non-land items. County improvement values will be used. County will perform sales qualification and provide sales.	\$2,200.00	\$2,200.00	\$2,200.00
Classify large and small tracts according to accessibility and desirability	\$750.00	\$750.00	\$750.00
Maintain the accessibility/desirability schedule with adjustments for size, location and characteristics within the parcel	\$1200.00	\$1200.00	\$1200.00
Maintain the absorption rate for large tracts	\$250.00	\$250.00	\$250.00
Total	\$6900.00	\$6900.00	\$6900.00

The County shall provide the following at no cost:

1. Access to the live data and backups
2. Imagery and parcel layer when needed
3. Office space with desk, if needed
4. Sales qualification

X Wesley M. Curlett
For Effingham County Board of Commission...

X K Reese
For GMASS, Inc

Staff Report

Subject: Consideration to approve renewal of lease agreements with FP Mailing services to allow for postage meters at multiple locations

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: April 2, 2024

Item Description: Postage Meter Machines - Lease Approval

Summary Recommendation: Approval of renewal of agreements with FP Mailing services to allow for new meters at multiple locations

Executive Summary/Background:

- The postage meters are located at the Old Courthouse – Tax Assessor and Tax Commissioner; the Judicial Complex – Superior Court and Magistrate Court; the Elections Office and the Admin Building. The lease rate is \$36.54 per month, per machine.
- County employees were spending a great deal of time manually stamping envelopes in addition to making numerous trips to the post office to purchase stamps, the County entered into lease agreements with Docuquest for postage meters in April 2015. These new agreements allow for upgraded machines at each location at no extra costs.
- The postage meters have proven to save time and money in that they greatly reduce the amount of time spent stamping envelopes and, as the postage can be purchased online and downloaded, they also reduce the number of trips made to the post office.
- The term of the lease agreements are 12 months after which time they can be automatically renewed for twelve month periods.
- The leases can be terminated after the initial term with 90 days written notice.
- The leases have been previously reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval of renewal of lease agreements with FP Mailing services to allow for postage meters at multiple locations.
2. Terminate the lease agreements for postage meters.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Funding is approved in the current general fund budget, and will be requested for FY25.

Attachments: Docuquest Customer Agreements



Item X. 2.

FP Mailing Solutions
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Board of Commissioners	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accounts payable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Board of Commissioners	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-9235
Tel:	Fax:
E-mail: mbarnes@effinghamcounty.org	
Contact Name: Mark Barnes	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.45
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment Dealer #: 8480	
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: <i>X Wesley M. Cobitts</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company: _____	Promo Code: _____
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u>	Package Code: <u>PI2A</u>
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.: _____	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminous Add-On: _____	Master Billing Acct. No.: _____	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.: _____	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: <u>600058092</u>		



FP Mailing Item X. 2.
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Probate and Magistrate Court	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Probate and Magistrate Court	
Street: 700 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-5139
Tel:	Fax:
E-mail: rsexton@effinghamcounty.org	
Contact Name: Rhonda Sexton	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.45
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: <i>X Wesley M. Carbutt</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Coterminal Add-On: _____ <input type="checkbox"/> Change of Ownership Existing Account No.: <u>600058100</u>	<input type="checkbox"/> Lease Company: _____ <input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u> <input type="checkbox"/> GSA / State Contract No.: _____ Master Billing Acct. No.: _____ Master Postage Acct. No.: _____	Promo Code: _____ Package Code: <u>P12A</u> <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input type="checkbox"/> Tax-Exempt (Certificate Attached)
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Billing Address	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 901 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-4520
Tel:	Fax:
E-mail: lmcDaniel@effinghamcounty.org	
Contact Name: Linda McDaniel	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
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1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.45
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Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

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Authorized Signature: <i>X Wesley M. Cabott</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Cotermious Add-On: _____ <input type="checkbox"/> Change of Ownership Existing Account No.: <u>600060222</u>	<input type="checkbox"/> Lease Company: _____ <input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u> <input type="checkbox"/> GSA / State Contract No.: _____ Master Billing Acct. No.: _____ Master Postage Acct. No.: _____	Promo Code: _____ Package Code: <u>PI2A</u> <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input type="checkbox"/> Tax-Exempt (Certificate Attached)
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Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 901 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-4520
Tel:	Fax:
E-mail: lmcDaniel@effinghamcounty.org	
Contact Name: Linda McDaniel	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.45
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: <i>X Wesley M. Carter</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Coterminal Add-On: _____ <input type="checkbox"/> Change of Ownership Existing Account No.: <u>600060222</u>	<input type="checkbox"/> Lease Company: _____ <input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u> <input type="checkbox"/> GSA / State Contract No.: _____ Master Billing Acct. No.: _____ Master Postage Acct. No.: _____	Promo Code: _____ Package Code: <u>P12A</u> <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input type="checkbox"/> Tax-Exempt (Certificate Attached)
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FP Mailing Item X. 2.
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Tax Assessors	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Tax Assessors	
Street: 901 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-4521
Tel:	Fax:
E-mail: ngroover@effinghamcounty.org	
Contact Name: Neal Groover	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.54
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment Dealer #: 8480	
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: <u>X</u> <i>Wade Morgan</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Coterminous Add-On: _____ <input type="checkbox"/> Change of Ownership Existing Account No.: <u>600058090</u>	<input type="checkbox"/> Lease Company: _____ <input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u> <input type="checkbox"/> GSA / State Contract No.: _____ Master Billing Acct. No.: _____ Master Postage Acct. No.: _____	Promo Code: _____ Package Code: <u>P12A</u> <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input type="checkbox"/> Tax-Exempt (Certificate Attached)
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Item X. 2.
 FP Mailing
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Superior Court	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Superior Court	
Street: 700 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-5088
Tel:	Fax:
E-mail: jbragg@effinghamcounty.org	
Contact Name: Jason Bragg	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.45

Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment Dealer #: 8480	
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: <i>X Wesley M. Collett</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company: _____	Promo Code: _____
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u>	Package Code: <u>P12A</u>
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.: _____	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminous Add-On: _____	Master Billing Acct. No.: _____	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.: _____	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: <u>600058091</u>		



FP Mailing Item X. 2.
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Elections and Registrars	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Elections and Registrars	
Street: 284 Highway 119 S	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-3081
Tel:	Fax:
E-mail: ochapman@effinghamcounty.org	
Contact Name: Olivia Chapman	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: <u>36</u> months*			Total Monthly Payment	\$36.54
Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.				

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment Dealer #: 8480	
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: <i>X Wesley M. Curtis</i>		Sales Representative Name: Wade Morgan	
Date: <u>04/19/2022</u>		Servicing Dealer Name: Digital Office Equipment Svc. Dealer #: 8480	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Coterminal Add-On: _____ <input type="checkbox"/> Change of Ownership Existing Account No.: <u>600058089</u>	<input type="checkbox"/> Lease Company: _____ <input checked="" type="checkbox"/> Major Account: <u>GA-SPOFGA</u> <input type="checkbox"/> GSA / State Contract No.: _____ Master Billing Acct. No.: _____ Master Postage Acct. No.: _____	Promo Code: _____ Package Code: <u>P12A</u> <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input type="checkbox"/> Tax-Exempt (Certificate Attached)
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Staff Report

Subject: Extension of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services through June 30, 2024

Author: Alison Bruton, Purchasing Agent

Department: County Manager

Meeting Date: 4/2/2024

Item Description: Extension of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services

Summary Recommendation:

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

Executive Summary/Background:

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

Alternatives for Commission to Consider

- 1 – Approve the Extension of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services through June 30, 2024
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: County Engineering; County Attorney

Funding Source: N/A (Master Service Agreements have no funding. Each Task Order authorized under the MSA will have dedicated funding associated with the project.)

Attachments:

1. IDC Listing breakdown by category
2. Amendments for: Alliance, Atlas, CHA Consulting, Cogdell Mendrala, Greenline, Hussey Gay Bell, Kimley Horn, Pittman Engineering, POND, Roberts Civil Engineering, Thomas & Hutton

Contact list for IDC Consultants

Civil/Site Design/Surveying

Kimley Horn
Atlas
Pittman Engineering
POND
[REDACTED]
Thomas & Hutton
Hussey Gay Bell
[REDACTED]
Roberts Civil Engineering

Utilities Infrastructure

[REDACTED]
POND
[REDACTED]
Thomas & Hutton
Alliance
Hussey Gay Bell
[REDACTED]

Transportation

Atlas
Pittman Engineering
POND
Thomas & Hutton
Alliance
Hussey Gay Bell

Structural

Kimley Horn
Cogdell Mendrala
POND
Thomas & Hutton
Hussey Gay Bell
[REDACTED]

Stormwater Design & Stormwater Management

Pittman Engineering
POND
Thomas & Hutton
Alliance
Hussey Gay Bell
[REDACTED]

Geotechnical & Environmental Services

Kimley Horn
Cogdell Mendrala
CHA Consulting
POND
[REDACTED]
Hussey Gay Bell
[REDACTED]

Construction Management

Kimley Horn
Atlas
CHA Consulting
POND
Hussey Gay Bell

Landscape Architecture

Kimley Horn
Cogdell Mendrala
CHA Consulting
POND
Thomas & Hutton
Hussey Gay Bell
[REDACTED]

Facility Assessment & Space Allocation

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
Greenline Architecture
Hussey Gay Bell

Building Systems Evaluation

Kimley Horn
Atlas
Cogdell Medrala
CHA Consultaing
POND
Greenline Architecture
Hussey Gay Bell

Interior & Exterior Renovations

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
Greenline Architecture
Hussey Gay Bell

Building and Park Design

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
[REDACTED]
Greeline Architecture
Hussey Gay Bell
[REDACTED]

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Cogdell & Mendrala Architects, PC**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Cogdell & Mendrala Architects, PC** ("VENDOR"), mailing address at 517 East Congress Street, Savannah, GA, 31401.

WHEREAS, THE COUNTY and Cogdell & Mendrala Architects, PC entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Cogdell & Mendrala Architects, PC

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Pond & Company**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Pond & Company** ("VENDOR"), mailing address at 49 Park of Commerce Way, Suite 203, Savannah, GA, 31405.

WHEREAS, THE COUNTY and Pond & Company entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Pond & Company

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Hussey, Gay, Bell & DeYoung, Inc.**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Hussey, Gay, Bell & DeYoung, Inc.** ("VENDOR"), mailing address at 329 Commercial Drive, Suite 200, Savannah, GA, 31406.

WHEREAS, THE COUNTY and Hussey, Gay, Bell & DeYoung, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Hussey, Gay, Bell & DeYoung, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
CHA Consulting, Inc.**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **CHA Consulting, Inc.** ("VENDOR"), mailing address at 7 E Congress Street, Suite 306, Savannah, GA, 31401.

WHEREAS, THE COUNTY and CHA Consulting, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

CHA Consulting, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Atlas Technical Consultants, LLC**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Atlas Technical Consultants, LLC** ("VENDOR"), mailing address at 2450 Commerce Ave. Suite 100, Duluth, GA, 30096.

WHEREAS, THE COUNTY and Atlas Technical Consultants, LLC entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Atlas Technical Consultants, LLC

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Roberts Civil Engineering**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Roberts Civil Engineering** ("VENDOR"), mailing address at 301 Sea Island Rd., Suite 10, St. Simons Island, GA., 31522.

WHEREAS, THE COUNTY and Roberts Civil Engineering entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Roberts Civil Engineering

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Greenline Architecture, Inc.**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Greenline Architecture, Inc** ("VENDOR"), mailing address at 28 East 35th Street, Savannah, GA, 31401.

WHEREAS, THE COUNTY and Greenline Architecture, Inc entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Greenline Architecture, Inc

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Pittman Engineering, Co., LLC**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Pittman Engineering, Co., LLC** ("VENDOR"), mailing address at PO BOX 822, Richmond Hill, GA, 31324.

WHEREAS, THE COUNTY and Pittman Engineering, Co., LLC entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Pittman Engineering, Co., LLC.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Kimley Horn & Associates, Inc.**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Kimley Horn & Associates, Inc.** ("VENDOR"), mailing address at 100 Bull Street, Suite 200, Savannah, GA, 31401.

WHEREAS, THE COUNTY and Kimley Horn & Associates, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Kimley Horn & Associates, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**Amendment No. 2 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Thomas & Hutton Engineering Co.**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **Thomas & Hutton Engineering Co.** ("VENDOR"), mailing address at 50 Park of Commerce Way, Savannah, GA 31405.

WHEREAS, THE COUNTY and Thomas & Hutton Engineering Co. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall continue through the end of Fiscal Year 2024, expiring June 30, 2024.
2. Fee: The rates approved in Amendment 1 will continue through the end of this agreement period.
3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Thomas & Hutton Engineering Co.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

Staff Report

Subject: Coastal Regional Commission Mini Grant
Presenter: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 4/2/24
Item Description: Consideration to accept a grant award from the Coastal Regional Commission Area Agency on Aging (CRC AAA).

Summary Recommendation:

Staff requests approval to accept a grant award from the Coastal Regional Commission Area Agency on Aging (CRC AAA).

Executive Summary:

To support Nutrition Services and Adult Daycare programs, the Coastal Regional Commission Area Agency on Aging (CRC AAA) provides mini-grants for Senior Centers and Adult Day Care sites. The grant funding is intended for program development and improvements that promote healthy aging and should only be used for materials, training, and equipment that enhance nutrition and daycare programs.

Background:

1. The awarded funding amount is \$6,000.
2. There is no cost share requirement.

Alternatives for the Commission to Consider:

1. Approve the CRC AAA grant award.
2. Do not approve the CRC AAA grant award.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the CRC AAA grant award.

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County Senior Citizens Center

Funding Source:

No cost share requirement

Attachments:

CRC AAA Award Letter

MEMORANDUM

TO:

Nick Roberts	Shirley Smith	Deidre Light
Rebecca Atkinson	Kaye Jones	Sally Shuman
Patrick Zoucks	Linda Drake	Alnetta Kemp
Tres Hamilton	Patti Lyons	Theresa Johnson
Regina McDuffie	Joyce Mitchell	Diana Rogers
Amy Hewitt	Alex Smith	Shakami Servant
Mark W Barnes	Alex Taylor	David Bravo

FROM: Rhett Davis, Contracts Administrator

DATE: February 22, 2024

RE: Additional Funding

In continued support of our Nutrition Services and Adult Day Care Programs, the Coastal Regional Commission Area Agency on Aging (CRC AAA) is providing mini-grants in the amount of **\$6,000** for Senior Centers and Adult Day Care programs. The grant funding is intended for program development and improvements that promote healthy aging and should only be used on materials, training, services, and equipment that enhance your nutrition and day care programs. This includes but is not limited to craft supplies, exercise equipment, learning aides, tables, chairs, appliances, computers, and software. The funding should **not** be used for facility structural modifications, food, or food service supplies. **A guide for what the grants cannot be used for is attached. Please read this carefully!** A general rule is that you cannot use the mini-grant funds for any items or expenses you include in your unit cost calculation since the AAA has already funded these expenses through our contract.

This letter serves as your official notice of this grant award. Please encumber the funds granted by the CRC AAA by May 15, 2024. If you cannot expend the entire amount, we need to know immediately so the funding can be used elsewhere. **The CRC AAA will need a copy of invoices/receipts for all purchases made under this grant award before reimbursement can be made.** We further request a brief summary report detailing the benefits of this additional funding. The summary report and receipts should be submitted to the CRC AAA by May 31, 2024. **Invoices and receipts dated after May 31st will not be reimbursed.**

If you have questions regarding allowable expenses under this grant award, please contact me at 912-514-1616 or by email at rdavis@crc.ga.gov. The Coastal AAA appreciates the quality services you provide to older adults throughout the Coastal region. We support your efforts and applaud your hard work!

CC: Pamela Rogers, Aging Services Director
Dionne Lovett, Assistant Executive Director
Marsha Johnson, Aging Fiscal Analyst
Senior Center & Adult Day Care Managers

Bryan County Commission	Pembroke Senior Center Richmond Hill Senior Center	\$12,000
City of Brunswick	Brunswick MPC Senior Center Brunswick MPC Adult Day Care	\$12,000
Camden County PSA	Camden Senior Center	\$6,000
McIntosh County Commission	Eulonia Senior Center	\$6,000
City of Savannah	Savannah Adult Day Care Windsor Forest Golden Age Center Cloverdale Golden Age Center Mary Flourney Golden Age Center Liberty City Golden Age Center	\$30,000
Action Pact.	Bulloch County Senior Center Long County Senior Center	\$12,000
Effingham County Commission	Effingham County Senior Center	\$6,000
Senior Citizens, Inc.	Port Wentworth Senior Center Thunderbolt Senior Center Ruth Byck ADC Liberty County Senior Center Liberty Mobile ADC	\$30,000

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: Penny West requests to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 3768 Old Dixie Highway South. **[Map# 339 Parcel# 6]**

Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to subdivide the property. In do so, the parcel will no longer be a conforming Ar-1 lot and will need to be zoned AR-2.
- This parcel is currently served by private well and septic.
- The Future Land Use Map has this parcel projected as agriculture.
- At the February 13, 2024, Planning Board meeting, Mr. Peter Higgins made motion for approval with Staff recommendations. Mr. Brad Smith second the motion and it carried unanimously.
- At the March 5, 2024, Board of Commissioners meeting Commissioner Deloach asked to table this item to the March 19, 2024 meeting. Commissioner Burdette second the motion and it carried unanimously.
- At the March 19, 2024 Board of Commissioners Meeting, the motion was approved 3-1, with Commissioner Deloach opposing.

Alternatives

1. Approve the request to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site, with the following conditions:

- A plat must be approved and signed by Development Services, then recorded, before zoning can take effect.

2. Deny the request for to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
339-6

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
339-6

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, PENNY WEST has filed an application to rezone five (5) +/- acres; from AR-1 to AR-2 to allow for new home sites; map and parcel number 339-6, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024, and notice of said hearing having been published in the Effingham County Herald on February 14, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 17, 2024; and

IT IS HEREBY ORDAINED THAT five (5) +/- acres; map and parcel number 339-6, located in the 3rd commissioner district is rezoned from AR-1 to AR-2 to allow for new home sites, with the following conditions:

- A plat must be approved and signed by Development Services, then recorded, before zoning can take effect.

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: General obligation transportation sales tax bond for TSPLOST projects, \$60,000,00.

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 4/2/2024

Item Description: Consideration to approve the bond resolution for \$60,000,000 principal for the countywide projects approved in the TSPLOST referendum passed November 2023

Summary Recommendation:

Staff is recommending approval of the resolution for a general obligation transportation sales tax bond for countywide projects approved in the November 2023 TSPLOST referendum, for the principal amount of \$60,000,000. The interest rate, issuance costs, and other terms will be available on 4/2/24, the date that bidding is complete.

Executive Summary:

In November of 2023, the citizens of Effingham County approved the new TSPLOST referendum for the transportation sales tax collection period beginning after the expiration of the current TSPLOST term. This referendum contained a list of countywide projects that could be funded via debt issuance, with the tax estimated to collect \$120,000,000 countywide. The referendum also contained approval to issue general obligation debt in the principal amount of \$60,000,000.

Further, the County entered into an intergovernmental agreement with the cities of Rincon, Springfield, and Guyton regarding the new TSPLOST that also allowed for projects to be funded by debt of up to \$60,000,000.

In accordance with the TSPLOST referendum and cities IGA, and to expedite the completion of those countywide projects listed in the referendum, staff requested bond bid proposals through our financial advisors, Davenport & Company. These bids will be completed on 4/2/24 and that information will be presented during the public meeting.

Background:

1. The November 2023 TSPLOST referendum was structured for a bond like this.
2. The TSPLOST intergovernmental agreement with the cities was structured for a bond like this.
3. The results of the bond bidding process will be completed on 4/2/24 and presented at the meeting.

Alternatives for Commission to Consider:

1. Approve the general obligation transportation sales tax bond resolution.
2. Do not approve the general obligation sales tax bond resolution.

3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the general obligation sales tax bond resolution.

Other Alternatives:

N/A

Department Review: *(list departments)*

County Manager, Finance

Funding Source:

TSPLOST

Attachments:

1. General obligation transportation sales tax bond resolution
2. Bond information to be available and provided on 4/2/24

BOND RESOLUTION

A BOND RESOLUTION OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY TO REGULATE AND PROVIDE FOR THE ISSUANCE OF THE EFFINGHAM COUNTY GENERAL OBLIGATION TRANSPORTATION SALES TAX BONDS, SERIES 2024, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$60,000,000 (THE “**BONDS**”), TO PROVIDE MONEY FOR CERTAIN TRANSPORTATION PROJECTS FOR EFFINGHAM COUNTY AND THE CITIES OF GUYTON, RINCON, AND SPRINGFIELD AND TO PAY COSTS ASSOCIATED WITH ISSUANCE OF THE BONDS, AS AUTHORIZED BY A VOTE OF THE QUALIFIED VOTERS OF EFFINGHAM COUNTY IN AN ELECTION HELD ON NOVEMBER 7, 2023, PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA; TO REGULATE AND PROVIDE FOR THE FORM OF THE BONDS; TO PROVIDE FOR THE PLEDGE OF TRANSPORTATION SALES AND USE TAX PROCEEDS TO THE PAYMENT OF THE BONDS; TO PROVIDE FOR THE ASSESSMENT AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT IN AMOUNT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO AUTHORIZE ONE OR MORE BOND CONTRACTS WITH THE CITIES OF GUYTON, RINCON, AND SPRINGFIELD; AND FOR OTHER PURPOSES.

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PREAMBLE

1. At an election duly called and held on November 7, 2023 (the “**Election**”) in Effingham County, Georgia (the “**County**”) by the Board of Elections and Registration of Effingham County, as election superintendent (the “**Election Superintendent**”), and the Board of Commissioners of Effingham County (the “**Board of Commissioners**”), the governing body of Effingham County (the “**County**”), a political subdivision of the State of Georgia, after notice thereof had been given to the qualified voters of the County for the time and in the manner required by law, a majority of the qualified voters of the County voting in said Election voted in favor of the following question:

ONE PERCENT TSPLOST

Shall a special one percent sales and use tax be imposed in the special district of Effingham County for a period of time of five years and for the raising of an estimated amount of \$120,000,000.00 (One Hundred Twenty Million Dollars) for funding transportation purposes for Effingham County, the City of Guyton, the City of Rincon, and the City of Springfield?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Effingham County in the principal amount of \$60,000,000 (Sixty Million Dollars) for the above purposes.

2. In accordance with law, the Election Superintendent canvassed the returns, declared the results of the Election to be 2,464 “Yes” votes and 2,176 “No” votes, and certified the results to the Secretary of State of the State of Georgia and to the Commissioner of the Department of Revenue of the State of Georgia, declaring the results of the Election.

3. The results of the Election provide authorization to the County to impose a one percent transportation special purpose local option sales and use tax (the “**Transportation Sales Tax**”) in Effingham County which tax is anticipated to begin being collected on July 1, 2024. The Transportation Sales Tax shall be collected for a period of time not to exceed five (5) years and for the raising of an estimated amount of \$120,000,000. The results of the Election also provide authorization to the County to issue general obligation debt of the County in the principal amount not to exceed \$60,000,000 to fund the transportation projects as approved in the Election. The authorization to issue such general obligation debt has been validated by judgment of the Superior Court of Effingham County, dated February 12, 2024.

4. Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the county, municipality, or public authority is authorized by law to undertake or provide.

5. The Cities of Guyton, Rincon and Springfield, each a qualified municipality located within the County (collectively, the “**Cities**”), have entered into an intergovernmental contract with the County, dated as of August 15, 2023 (the “**Contract**”), as authorized by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia. Pursuant to the provisions of the Contract, prior to the call of the Election, as required by the Official Code of Georgia Annotated (“**O.C.G.A.**”) § 48-8-262(a), the County and the Cities have provided for the division of the revenues produced by the Transportation Sales Tax in order that the County and the Cities may finance the transportation projects approved by the voters voting in the Election.

6. The general obligation debt of the County authorized in the Election constitutes a pledge of the full faith, credit, and taxing power of the County, and any liability on such debt which is not satisfied from the proceeds of the Transportation Sales Tax shall be satisfied from the general funds of the County or from a direct annual *ad valorem* tax levied in an amount sufficient to pay principal, premium, if any, and interest on such general obligation debt. The Cities will enter into subsequent intergovernmental contracts with the County, to be dated as of date of issuance and delivery of the hereinafter defined Bonds (the “**Bond Contracts**”), whereby the County has agreed to issue the general obligation debt of the County in the aggregate principal amount not to exceed \$60,000,000 and provide 3.53% of the proceeds to the City of Guyton, 16.88% of the proceeds to the City of Rincon, and 4.18% of the proceeds to the City of Springfield (less any costs of issuance from the bond sale). If in any Bond Year (as defined herein) the proceeds of the Transportation Sales Tax are insufficient to satisfy the debt service requirements on the general obligation debt, the Cities have agreed to make contract payments to the County for its respective *pro rata* share of the principal of and interest due on such general obligation debt and to levy an *ad valorem* tax on all taxable property located within the limits of the Cities, respectively, subject to taxation for such purposes, at such rate or rates as may be necessary to produce revenues to pay such contract payments.

NOW, THEREFORE, in order to issue and deliver a portion of the general obligation debt of the County authorized to be issued by the qualified voters of the County voting in the Election, to adopt the form for the debt and to authorize the execution of the same, to provide for the assessment and collection of a direct annual tax sufficient to pay the principal of and interest on such debt, and to pledge the proceeds to be received by the County from the Transportation Sales Tax to the payment of the debt, BE IT RESOLVED by the Board of Commissioners of Effingham County, in public meeting properly and lawfully called and assembled, and it is hereby resolved by authority of the same, that:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions. In addition to the words and terms elsewhere defined in this Resolution, the following words and terms used herein shall have the following meanings:

“**Authentication Agent**” means the Truist Bank, Charlotte, North Carolina, or such bank or trust company so designated by the Board of Commissioners.

“**Board of Commissioners**” means the Board of Commissioners of Effingham County, Georgia, the governing body of the County, and any successor or successors in office to the present Board of Commissioners.

“**Bonds**” means the EFFINGHAM COUNTY GENERAL OBLIGATION TRANSPORTATION SALES TAX BONDS, SERIES 2024, authorized to be issued in the aggregate principal amount of \$60,000,000 in accordance with the provisions of this Resolution.

“**Bond Contracts**” means the respective contracts to be entered into by and between the County and the Cities, regarding the use of proceeds from the Bonds and the repayment of principal of and interest on the Bonds.

“**Bond Counsel**” means an attorney at law or a firm of attorneys, designated by the County, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“**Bond Date**” means the date of issuance and delivery of the Bonds.

“**Bondholder**” or “**Holder**” means: (i) so long as a book-entry system is in effect with respect to the Bonds, Cede & Co., as nominee for DTC, or its nominee, and (ii) in all other cases, the registered owner or owners of the Bonds as shown on the registration books maintained by the Bond Registrar and Paying Agent.

“**Bond Registrar**” means Truist Bank, Charlotte, North Carolina, or such other bank or trust company so designated by the Board of Commissioners.

“**Bond Year**” means each one-year period that begins on June 2 of one year and ends on August 15 in the next ensuing year.

“**Book-Entry Bonds**” means the Bonds with respect to which the procedures set forth in Section 209 of this Resolution shall apply.

“**Business Day**” means any day other than (a) a day on which banking institutions in New York, New York, or the city in which the Paying Agent has its designated offices are authorized to close or (b) a day on which the New York Stock Exchange is closed.

“**Cede & Co.**” means Cede & Co., the nominee of DTC or any successor nominee of DTC with respect to the Bonds.

“**Cities**” means the Cities of Guyton, Rincon and Springfield, each a qualified municipality located within the County.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Construction Fund**” means the fund authorized to be created by Section 401(b) of this Resolution.

“**Construction Fund Custodian**” means Truist Bank, Charlotte, North Carolina, or such other bank or trust company so designated by the Board of Commissioners.

“**Contract**” means the intergovernmental contract entered into by the County, and the Cities on August 15, 2023, as further described in paragraph 5 of the preamble of this Resolution.

“**Costs of Issuance**” means the reasonable and necessary expenses incurred by the County with respect to the issuance of the Bonds, including the legal, accounting financial, advertising, recording, validation, and printing expenses and all other expenses incurred in connection with the issuance of the Bonds.

“**County**” means Effingham County, a political subdivision of the State.

“**Debt Service**” means the principal of and interest due on the Bonds.

“**Debt Service Account**” means the EFFINGHAM COUNTY TSPLOST 2024 DEBT SERVICE ACCOUNT, authorized to be created pursuant to Section 501(b) of this Resolution.

“**Debt Service Account Custodian**” means Truist Bank, Charlotte, North Carolina, or such other bank or trust company so designated by the Board of Commissioners.

“**Debt Service Requirement**” means the amount required in a Bond Year to pay Debt Service on the Bonds as the same becomes due and payable.

“**DTC**” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or its nominee, or any other person, firm, association, or corporation designated in any supplemental resolution of the Board of Commissioners to serve as securities depository for the Bonds.

“**Direct Participant**” means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other corporations which have access to the DTC system.

“**Election**” means the election held in the County on November 7, 2023, regarding the imposition of the Transportation Sales Tax, as more fully described in paragraph 1 of the Preamble to this Resolution.

“**Federal Tax Certificate**” means a certificate executed by the appropriate officer of the County, dated the date of issuance and delivery of the Bonds, to the effect that on the basis of facts and estimates set forth therein (A) it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of § 148 of the

Code and applicable regulations thereunder and (B) to the best knowledge and belief of said officer, such expectations are reasonable.

“**Guyton**” means the City of Guyton, Georgia, a municipal corporation of the State and a qualified municipality located in the County.

“**Guyton Projects**” means the projects to be undertaken by Guyton described in the Contract.

“**Interest Payment Date**” shall have the meaning given such term in Section 203(a) of this Resolution.

“**O.C.G.A.**” means Official Code of Georgia Annotated, as amended.

“**Outstanding Bonds**” means any of the Bonds which has been executed and delivered pursuant to this Resolution except:

(a) Bonds cancelled because of payment;

(b) Bonds for the payment of which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the Bonds (whether upon or prior to the maturity of any such Bonds), provided that if such Bonds are to be defeased to the maturity thereof notice of provision for payment thereof shall have been given or provision satisfactory to such Paying Agent shall have been made therefor, or a waiver of such notice, satisfactory in form to such Paying Agent shall have been filed with such Paying Agent; and

(c) Bonds in lieu of which other Bonds have been executed and delivered under Section 206 of this Resolution.

“**Paying Agent**” means the Truist Bank, Charlotte, North Carolina, or such bank or trust company so designated by the Board of Commissioners.

“**Projects**” means the transportation projects to be undertaken by the County as described in the Election and the Contract, as set forth in the preamble to this Resolution.

“**Project Superintendent**” means such person or persons so designated in writing by the Board of Commissioners.

“**Record Date**” shall have the meaning given such term in Section 203(e) of this Resolution.

“**Resolution**” means this bond resolution, including any supplemental resolutions or amendments hereto, which regulates and provides for the issuance of the Bonds.

“**Rincon**” means the City of Rincon, Georgia, a municipal corporation of the State and a qualified municipality located in the County.

“**Rincon Projects**” means the projects to be undertaken by Rincon described in the Contract.

“**Springfield**” means the City of Springfield, Georgia, a municipal corporation of the State and a qualified municipality located in the County.

“**Springfield Projects**” means the projects to be undertaken by Springfield described in the Contract.

“**State**” means the State of Georgia.

“**Transportation Sales Tax**” means the one percent transportation special purpose local option sales and use tax, approved by the voters in the Election, expected to be imposed in Effingham County on July 1, 2024, in accordance with Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated.

“**TSPLOST Proceeds Account**” means the EFFINGHAM COUNTY TSPLOST 2024 PROCEEDS ACCOUNT authorized to be created by Section 501(b) of this Resolution.

“**TSPLOST Proceeds Account Custodian**” means Truist Bank, Charlotte, North Carolina, or such other bank or trust company so designated by the Board of Commissioners.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary:

- (a) “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.
- (b) any pronoun used herein shall be deemed to cover all genders;
- (c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution; and
- (d) the titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]

ARTICLE II

AUTHORIZATION, TERMS, AND FORM OF BONDS

Section 201. Authorization and Designation of the Bonds. General obligation transportation sales tax bonds designated EFFINGHAM COUNTY GENERAL OBLIGATION TRANSPORTATION SALES TAX BONDS, SERIES 2024, in the aggregate principal amount of \$60,000,000 (the “Bonds”) are hereby authorized to be issued for the purposes stated in the call of the Election, pursuant to the Constitution of Georgia, the general laws of the State, the aforesaid Election and vote, and this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond.

Section 202. General Obligation. The Bonds shall constitute debt of the County within the meaning of Article IX, Section V, Paragraph I of the Constitution of Georgia. Payment of the Bonds shall constitute a pledge of the full faith and credit of the County, and any liability on such debt which is not satisfied from the proceeds of the Transportation Sales Tax shall be satisfied from the general fund of the County and a direct annual *ad valorem* tax levied in an amount sufficient to pay Debt Service on the Bonds.

Section 203. Maturity, Interest Rate, Payment Dates, Date, Redemption Provisions, and Other Particulars of the Bonds.

(a) The Bonds shall bear interest at the rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15 and August 15 (each an “Interest Payment Date”) in each year, beginning February 15, 2025, and shall mature and be paid on August 15 in the years and principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$10,450,000	
2026	11,485,000	
2027	12,070,000	
2028	12,675,000	
2029	13,320,000	

(b) The Bonds shall not be subject to redemption prior to maturity.

(c) The Bonds as originally issued shall be dated the date of issuance and delivery (the “Bond Date”).

(d) Except as provided in this Section, each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest on the Bonds has been paid, unless (i) such date of authentication is a Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date, (ii) such date of authentication of such Bond is after the Record Date with respect to a Interest Payment Date and

prior to such Interest Payment Date, in which case from such Interest Payment Date, or (iii) no interest has been paid on the Bonds, in which case from the Bond Date.

(e) The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date. The term "Record Date" as used in this Section with respect to any Interest Payment Date shall mean the 15th day of the calendar month next preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name Outstanding Bonds are registered on a subsequent date of record established by notice given by mail by the Registrar to the holders of the Bonds not less than 30 days preceding such subsequent date of record.

(f) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 204. Execution of Bonds. The Bonds will be executed with the manual signature or the engraved, imprinted, stamped or otherwise reproduced facsimile signature of the Chairman of the Board of Commissioners and the seal of the County will be impressed, imprinted, or otherwise reproduced and attested by the manual or facsimile signature of the Clerk of the County.

In case any officer whose facsimile signature shall appear on the Bonds shall cease to be such officer before delivery of the Bonds, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until delivery, and the Bonds, nevertheless, may be issued and delivered as though the person whose signature appears on the Bonds had not ceased to be such officer. Any of the Bonds may be executed and sealed on behalf of the County by the facsimile signatures of such officers who may, at the time of the execution of the Bonds, hold the proper offices of the County although on the date of the Bonds or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

Section 205. Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent and such certificate of the Authentication Agent shall be conclusive evidence that the Bond so authenticated has been duly authenticated, registered and delivered under this Resolution and that the owner thereof is entitled to the benefits of this Resolution. The Authentication Agent's certificate of authentication on any Bond shall be deemed to have been executed by the Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative, but it shall not be necessary that the same officer or authorized representative sign the certificate of authentication on all the Bonds.

Section 206. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the County will execute and deliver a new Bond of like tenor

as that mutilated, lost, stolen, or destroyed, provided that, in the case of any such mutilated Bond, such Bond is first surrendered to the Bond Registrar and, in the case of any such lost, stolen, or destroyed Bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the County and the Bond Registrar, together with indemnity satisfactory to the County and the Bond Registrar. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the Paying Agent may pay such Bond without surrender thereof.

Section 207. Persons Treated as Owners of Bonds. The County and its agents, including the Paying Agent and Bond Registrar, may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatsoever. All such payments of principal and interest made to any such owner or upon such owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any such agent shall be affected by any notice to the contrary.

Section 208. Validation Certificate. A validation certificate of the Clerk of Superior Court of Effingham County, State of Georgia, bearing the manual signature or the engraved, imprinted, stamped or otherwise reproduced facsimile signature of such Clerk and the impressed, imprinted, or otherwise reproduced seal of said court will be endorsed on each Bond and will be essential to its validity.

Section 209. Book-Entry Only System. The Bonds are hereby authorized to be issued in book-entry only form, with no physical distribution of Bonds made to the public. If Bonds are issued as book-entry bonds, the following procedures shall apply thereto:

The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond of each series certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be deposited with DTC.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants (which include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (a "**Beneficial Owner**") is in turn to be recorded on the records of the Direct Participants and others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Principal and interest payments on the Bonds will be made by the Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Board of Commissioners determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the County or the Beneficial Owners of the Bonds, the Board of Commissioners shall discontinue the book-entry system with DTC. If the Board of Commissioners fails to identify another qualified securities depository to replace DTC, the Board of Commissioners will cause the Paying Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If the book-entry system of evidence and transfer of ownership of the Bonds set forth in this Section is discontinued, the Bonds shall be delivered solely as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof, shall be lettered "R" and numbered separately from 1 upward, the principal of the Bonds shall be payable upon the presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent, and the interest on the Bonds shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to a Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), and shall be executed, authenticated, registered, exchanged, and canceled pursuant to the further provisions of Article II hereof. In addition, the County will pay all costs and fees associated with the printing of the Bonds and issuance of the same in certificated form.

SO LONG AS CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS NOMINEE FOR DTC, IS THE SOLE BONDHOLDER, THE COUNTY AND THE BOND REGISTRAR WILL TREAT CEDE & CO. OR SUCH OTHER NOMINEE AS THE ONLY OWNER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING, AND REQUESTING OR DIRECTING THE COUNTY OR THE PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE RESOLUTION. THE COUNTY HAS NO RESPONSIBILITY OR OBLIGATION TO THE DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT TO ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (C) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; OR (D) OTHER ACTION TAKEN BY DTC OR CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS OWNER.

If the Bonds are issued as book-entry bonds, the form of the Bonds shall contain the following text:

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Effingham County, Georgia or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Effingham County, Georgia has established a Book Entry system of registration for this Bond. Except as specifically provided otherwise in the hereinafter defined Resolution, Cede & Co., as nominee of The Depository Trust Company, will be the registered owner and will hold this Bond on behalf of each beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, each beneficial owner of this Bond shall be deemed to have agreed to such arrangement. Cede & Co., as registered owner of this Bond, will be treated as the owner of this Bond for all purposes.

Section 210. Registration; Transfer and Exchange of Bonds. The Bonds shall be registered as to both principal and interest on registration books to be kept for that purpose by the Bond Registrar and Paying Agent. The Paying Agent will be the Bond Registrar for the Bonds and will keep proper registration, exchange and transfer records in which it shall register the name and

address of the owner of each Bond. The Bond Registrar is hereby designated as Authentication Agent for purposes of authenticating any Bonds issued hereunder or issued in exchange or in replacement for Bonds previously issued. The Bonds may be transferred only on the bond register of the Bond Registrar with respect to the Bonds. No transfer of any Bond shall be permitted except upon presentation and surrender of such Bond at the designated corporate trust office of the Bond Registrar with a written assignment signed by the registered owner of such Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar.

Upon surrender for registration of transfer of any Bond at the designated corporate trust office of the Bond Registrar, the County shall execute and the Authentication Agent shall authenticate and deliver to the transferee or transferees a new Bond or Bonds for a like aggregate principal amount and maturity. Bonds may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of authorized denominations and of like maturity. The execution by the County of any Bond in any authorized denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond. No charge shall be made to any Bondholder for the privilege of registration of transfer or exchange, but any Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

The Bond Registrar shall not be required to issue, transfer or exchange any Bond until the certificate of validation on any replacement bond shall have been properly executed by the Clerk of the Superior Court of Effingham County. Upon the written request of the Bond Registrar or the County specifying that a Bond is being issued in exchange for or for transfer of registration of one of the Bonds as originally issued and delivered or one of the Bonds previously issued in exchange therefor, the Clerk of the Superior Court of Effingham County is instructed to execute the certificate of validation endorsed on such Bond.

The inclusion of the foregoing provisions shall constitute (i) a continuing request from the County to the Clerk of the Superior Court of Effingham County to execute the certificate of validation on any replacement Bond issued, and (ii) the appointment of the Bond Registrar as agent of the County to do any and all things necessary to effect any exchange or transfer.

Section 211. Destruction of Cancelled Bonds. All Bonds paid or purchased, either at or before maturity, shall be cancelled and delivered to the Bond Registrar when such payment is made. All Bonds so cancelled shall be destroyed upon their delivery to the Bond Registrar and record of such destruction shall be furnished to the County.

Section 212. Form of Bonds. The Bonds and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following terms and form, with such variations, omissions, substitutions, and insertions as may be required, in accordance with this Resolution, to complete properly each respective Bond and as may be approved by the officer or officers executing each Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[FORM OF BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to Effingham County, Georgia (the “County”) or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-___

UNITED STATES OF AMERICA

STATE OF GEORGIA

EFFINGHAM COUNTY (GEORGIA)

GENERAL OBLIGATION TRANSPORTATION SALES TAX BOND, SERIES 2024

Maturity Date: August 15, 20__ CUSIP: _____
Principal Amount: \$ _____
Interest Rate: _____ %
Bond Date: [Date of Issuance and Delivery]
Registered Owner: Cede & Co.

Effingham County (the “County”), a political subdivision of the State of Georgia, acting by and through its governing body, the Board of Commissioners of Effingham County, for value received hereby promises to pay or cause to be paid to the registered owner named above or to the payee’s registered assigns the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this Bond at the designated corporate trust office of Truist Bank, Charlotte, North Carolina, as Paying Agent and Bond Registrar, in lawful money of the United States of America, and to pay to the registered owner hereof, interest on such principal sum by check or draft mailed by first class mail (or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to a Interest Payment Date (hereinafter defined) which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), to such owner at such owner’s address as it shall appear on the bond register kept by the Bond Registrar, at the interest rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable on February 15 and August 15 of each year (each a “Interest Payment Date”), beginning February 15, 2025, from the Interest Payment Date next preceding the date of authentication of this Bond to which interest on this Bond has been paid, unless (i) such date of authentication is a Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date; (ii) such date of authentication is after the Record Date (hereinafter defined) with respect to a Interest Payment Date and prior to such Interest Payment Date, in which case from such Interest Payment Date; or (iii) no interest has been paid on the Bonds, in which case from the Bond Date set forth above, until payment is made of such principal sum in full. Notwithstanding the foregoing provisions for

the payment of principal and interest on this Bond, while this Bond is registered in the name of Cede & Co., said payments of principal and interest shall be made in accordance with the requirements of DTC.

The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date (the “Record Date”); provided, however, that if and to the extent a default shall occur in the payment of interest due on said Interest Payment Date, such past due interest shall be paid to the persons in whose name this outstanding Bond is registered on a subsequent date of record established by notice given by mail by the Paying Agent to the holder of this Bond not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is not subject to redemption prior to its maturity.

THE COUNTY HAS ESTABLISHED A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THIS BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF DTC, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, WILL BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES.

This Bond is one of the duly authorized bonds designated EFFINGHAM COUNTY GENERAL OBLIGATION TRANSPORTATION SALES TAX BONDS, SERIES 2024, in the aggregate principal amount of \$60,000,000 (the “Bonds”), of like date and tenor, except as to numbers, maturities, and interest rate, issued to provide funds needed to pay the costs, in whole or in part, of certain transportation projects for the County and the cities of Guyton, Rincon and Springfield, each a qualified municipality located within the County, and costs associated with issuance of the Bonds.

This Bond is issued under and pursuant to authority of the Constitution and laws of the State of Georgia, which issuance was duly authorized by the qualified voters of Effingham County voting in an election held for that purpose on November 7, 2023, and by a bond resolution adopted by the Board of Commissioners of Effingham County on _____, 2024 (the “Resolution”).

At the election held on November 7, 2023, a majority of the qualified voters of Effingham County authorized the raising of an estimated \$120,000,000 from a one percent transportation special purpose local option sales and use tax (the “Transportation Sales Tax”) for the purpose of funding certain transportation projects of the County and the qualified municipalities of Guyton, Rincon, and Springfield, located within the County, and authorized the County to issue general obligation debt in the maximum aggregate principal amount of \$60,000,000 to finance a portion of the transportation projects of the County and the cities. The expenditure of Transportation Sales Tax proceeds for the transportation projects approved by the voters but not funded with proceeds of the Bonds shall be made directly from proceeds of such Transportation Sales Tax as proceeds are available therefor. No part of the direct net proceeds from the Transportation Sales Tax received in any year shall be used for any of said transportation projects until the principal and

interest requirement of the Bonds have first been satisfied for that year from a separate account in which are to be placed the proceeds received from the Transportation Sales Tax.

The general obligation indebtedness evidenced by this Bond is secured by and first payable from the Transportation Sales Tax, which tax will begin being imposed on July 1, 2024, for a period of time not to exceed five years and for the raising of an estimated \$120,000,000, and is payable from a separate account in which are to be placed the proceeds received by the County from the Transportation Sales Tax. Such general obligation debt, however, constitutes a pledge of the full faith, credit, and taxing power of the County. Any liability on such debt which is not satisfied from the proceeds of the Transportation Sales Tax shall be satisfied from the general fund of the County or from a direct annual *ad valorem* tax authorized to be levied, without limitation as to rate or amount, upon all taxable property within the County which is subject to taxation for general obligation bond purposes in an amount sufficient to pay the principal of and interest on the Bonds.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction, and, in the case of default, the owner hereof shall be entitled to the remedies provided by the Resolution and by all applicable laws.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Authentication Agent of the certificate of authentication hereon.

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. While the Bonds are held as Book-Entry Bonds, they may be registered, transferred, or exchanged in accordance with the rules of DTC. If the Bonds are no longer held as Book-Entry Bonds, this Bond, upon the surrender thereof at the designated corporate trust office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar executed by the owner or the owner's attorney duly authorized in writing, may be exchanged, at the option of the owner, for an equal aggregate principal amount of Bonds of the same maturity and interest rate of any other authorized denomination. No service charge shall be made for any such exchange or registration of transfer, but the Bond Registrar may require payment of such charges as shall be sufficient to cover any tax or other governmental charge, if any, which may be payable in connection therewith.

Unless held as a Book-Entry Bond, this Bond is registrable as transferred by the owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar, all subject to the terms and conditions of the Resolution.

It is certified and recited that all acts, conditions, and things required by the Constitution or statutes of the State of Georgia to exist, happen, or be performed precedent to and in the issuance of the Bonds, do exist, have happened, and have been performed in due and legal time, form, and manner as required by law, that provision has been made for the collection of a direct annual tax

sufficient in amount to pay the principal of and interest on the Bonds in accordance with its terms and that the total indebtedness of the County, including the Bonds, does not exceed any limitation prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, Effingham County, in the State of Georgia, acting by and through its governing body, the Board of Commissioners of Effingham County, has caused this Bond to be executed by the manual or facsimile signature of the Chairman of the Board of Commissioners and its corporate seal to be hereunto impressed or reproduced and attested by the manual or facsimile signature of the Clerk of the Board of Commissioners, as of the day first above written.

EFFINGHAM COUNTY, GEORGIA

(S E A L)

By: _____ (FORM)
Chairman
Board of Commissioners

Attest: _____ (FORM)
County Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

Date of Authentication: [Date of Issuance]

TRUIST BANK,
as Authentication Agent

By: _____ (FORM)
Authorized Signatory

* * * * *

STATE OF GEORGIA)
)
EFFINGHAM COUNTY)

VALIDATION CERTIFICATE

I, the undersigned Clerk of Superior Court of Effingham County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Effingham County, Georgia, on February 12, 2024.

IN WITNESS WHEREOF, I hereunto have set my hand and impressed the seal of the Superior Court of Effingham County.

(S E AL)

_____ (FORM)
Clerk of Superior Court
Effingham County, Georgia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto

Social Security Number or
Other Identifying Number of Assignee:

Please print or type name and address
(including postal zip code) of Assignee:

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as Agent to transfer the within Bond on the
books kept for registration thereof, with full power of substitution in the premises.

(FORM)
Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: _____, 20__

Signature Guaranteed:

(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF BOND FORM]

[END OF ARTICLE II]

Bond Resolution

ARTICLE III

APPLICATION OF PROCEEDS OF THE BONDS

Section 301. Application of Proceeds of the Bonds. The proceeds derived from the sale of the Bonds shall be applied by the County, concurrently with the delivery of the Bonds to the initial purchaser or purchasers thereof, as follows:

(a) All Costs of Issuance shall be paid at closing directly to those persons who shall be entitled to the same, or a portion of the proceeds estimated to be sufficient to pay all or a portion of the Costs of Issuance (i) may be deposited in a Costs of Issuance Account to be disbursed in accordance with Section 302 hereof or (ii) may be deposited in the Construction Fund to be disbursed in accordance with Section 403 hereof. At such time as all Costs of Issuance have been paid, any money remaining in a Costs of Issuance Account or in the Construction Fund shall be transferred to the Construction Fund or remain in the Construction Fund, as the case may be.

(b) The balance of the proceeds from the sale of the Bonds shall be deposited in the Construction Fund. A portion of the proceeds held in the Construction Fund will be transferred to the Cities in accordance with the respective Bond Contracts.

Section 302. Costs of Issuance Account.

(a) A special account is hereby authorized to be established, in the discretion of the County, with a custodian to be designated by the Board of Commissioners, prior to the issuance and delivery of the Bonds, said account to be designated the EFFINGHAM COUNTY GENERAL OBLIGATION TRANSPORTATION SALES TAX BONDS, SERIES 2024 COSTS OF ISSUANCE ACCOUNT (the “**Costs of Issuance Account**”). If established, said account shall be held separate and apart from all other deposits or funds of the County, and money, if any, deposited into a Costs of Issuance Account upon the issuance of the Bonds shall be disbursed to pay, or reimburse the County for, all or a portion of the Costs of Issuance.

(b) Disbursements from the Costs of Issuance Account shall not require the hereinafter described requisition and certificate but shall require an invoice for such payment; however, the Board of Commissioners shall keep and maintain adequate records pertaining to the Costs of Issuance Account and all disbursements therefrom.

(c) Money on deposit in the Costs of Issuance Account may be invested, pending disbursement or use, in accordance with Section 602(a).

[END OF ARTICLE III]

ARTICLE IV

ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECTS; CONSTRUCTION FUND

Section 401. Acquisition, Construction, and Equipping of Projects; Construction Fund.

(a) The County will proceed with the acquisition, construction, and equipping of the Projects substantially in accordance with the plans, specifications, and recommendations prepared therefor and on file with the County, as the same shall be supplemented, modified or revised consistent with the intent of this Resolution.

(b) A construction fund is hereby authorized to be established prior to or concurrently with the issuance and delivery of the Bonds, said fund to be designated the EFFINGHAM COUNTY GENERAL OBLIGATION TRANSPORTATION SALES TAX BONDS, SERIES 2024 CONSTRUCTION FUND (the “**Construction Fund**”). The Construction Fund shall be maintained by the County until completion of the Projects with the Construction Fund Custodian. Proceeds from the sale of the Bonds as set forth in Section 301(b) of this Resolution and any other funds received by grant, donation or otherwise to finance the Projects, shall be deposited to the credit of the Construction Fund. Such money as is deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Resolution, and the County will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of the current obligations during the course of the acquisition, construction, and equipping of the Projects may be invested and reinvested by the County in such investments as are set forth in Section 602(a) of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held by said Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale, the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided.

Section 402. Lien on Construction Fund for Bondholders. All proceeds from the sale of the Bonds, and any securities in which such proceeds may be invested, which are held in or for the Construction Fund shall be subject to a lien and charge in favor of the Holders of the Bonds and shall be held for the security of such Holders until paid out as hereinafter provided.

Section 403. Authorized Construction Fund Disbursements. Withdrawals from the Construction Fund may be made for the purpose of paying the cost of acquiring, constructing, and equipping the Projects, including reimbursing the County for advances from its other funds to accomplish the purposes hereinafter described and including the purchase of such property and equipment as may be useful in connection therewith, and, without intending thereby to limit or to restrict or to extend any proper definition of such cost as contained in the laws of the State relating to expenditure of proceeds of general obligation sales tax bonds, shall include:

- (a) The cost of indemnity and fidelity bonds either to secure deposits in the Construction Fund or to insure the faithful completion of any contract pertaining to the Projects;
- (b) Any taxes or other charges lawfully levied or assessed against the Projects;
- (c) Fees and expenses of architects and engineers for engineering studies, surveys and estimates, and the preparation of plans and supervising the acquisition, construction and equipping of the Projects;
- (d) All other items or expenses not elsewhere in this Section specified incident to the Projects;
- (e) Payments made for labor, contractors, builders and materialmen in connection with the Projects and payment for machinery and equipment and for the restoration of property damaged or destroyed in connection therewith and the repayment of advances made to it for the purpose of paying any of the aforementioned costs;
- (f) The cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation, lands and rights-of-way necessary for the Projects and appurtenances in connection therewith, and options and payments thereon, and any easements or rights-of-way or any damages incident to or resulting from the acquisition, construction and equipping of the Projects; and
- (g) Costs and expenses incident to the issuance of the Bonds.

Section 404. Requisition Procedure. All payments from the Construction Fund shall be made upon wire transfer, ACH transaction, or checks signed by an officer of the County properly authorized to sign in its behalf, but before such officer shall sign any such checks or approve wire transfers or ACH transactions (other than checks issued in payment for the Costs of Issuance, which shall not require the hereinafter described requisition and certificate but shall require an invoice for such payment) there shall be filed with the County:

A requisition and certificate signed by the Project Superintendent certifying:

- (i) each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due;
- (ii) that an obligation in the stated amount has been incurred by the County, that the same is a proper charge against the Construction Fund and has not been paid, and stating that the bill, invoice or statement of account for such obligation, or a copy thereof, is on file in the office of the Project Superintendent;
- (iii) that the Project Superintendent has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages or conditional sales contracts which should be satisfied or discharged before such payment is made;

(iv) that such requisition contains no item representing payment on account of or any retained percentages (other than any percentages required by the State to be retained) which the County, at the date of such certificate, is entitled to retain; and

(v) that insofar as such obligation was incurred for work, material, supplies or equipment in connection with the Projects, such work was actually performed, or such material, supplies or equipment was actually installed in or about the construction or delivered at the site of the work for that purpose.

Section 405. Other Disbursements from the Construction Fund.

(a) If the United States of America or the State, or any department, agency or instrumentality of either, agrees to allocate money to be used to defray any part of the cost of acquiring, constructing and equipping the Projects upon the condition that the County appropriate a designated amount of money for said specified purpose or purposes, and the County is required to withdraw any sum so required from the Construction Fund for deposit in a special account, the County shall have the right to withdraw any sum so required from the Construction Fund by appropriate transfer and to deposit the same in a special account for that particular purpose; provided, however, that all payments thereafter made from said special account may be made only in accordance with the requirements set forth in this Article.

(b) Withdrawals for investment purposes only (including authorized deposits with other banks) may be made by the Construction Fund Custodian to comply with written directions from an authorized officer of the County without any requisition other than said direction.

Section 406. Completion of the Projects. When the acquisition, construction, and equipping of the Projects have been completed, said fact shall be evidenced by a certificate to the County from the Project Superintendent to such effect and specifying the date of completion. Should there be any balance in the Construction Fund which is not needed to defray proper unpaid charges against said fund, such balance shall be transferred to the Debt Service Account or the TSPLOST Proceeds Account, as applicable, or otherwise applied in accordance with State law.

[END OF ARTICLE IV]

ARTICLE V

TRANSPORTATION SALES TAX RECEIPTS; ASSESSMENT OF *AD VALOREM* TAX; FUNDS PLEDGED TO PAYMENT OF BONDS

Section 501. Transportation Sales Tax Receipts; Payment of Debt Service on the Bonds.

(a) For the purpose of providing for the lawful imposition of the Transportation Sales Tax and to provide the funds necessary for the payment of Debt Service on the Bonds on the dates on which such Debt Service shall become due and payable, notice has been given to the Secretary of State and the Commissioner of the Department of Revenue of the results of the Election authorizing the imposition of the Transportation Sales Tax and collection thereof.

(b) The County is hereby authorized to create and establish, prior to or concurrently with the issuance and delivery of the Bonds, two special accounts to be designated the EFFINGHAM COUNTY 2024 TSPLOST PROCEEDS ACCOUNT (the “**TSPLOST Proceeds Account**”) and the EFFINGHAM COUNTY TSPLOST 2024 DEBT SERVICE ACCOUNT (the “**Debt Service Account**”). Money in said accounts may be invested and reinvested at the written direction of the County in such investments as are set forth in Section 602 of this Resolution. Money in the TSPLOST Proceeds Account and the Debt Service Account shall be held and kept separate and apart from all other funds of the County and shall not in any manner be commingled with other funds of the County. The Debt Service Account will be maintained and held in trust by the County with the Debt Service Account Custodian and the owner of the Bonds shall have a beneficial interest therein.

(c) All proceeds of the Transportation Sales Tax disbursed to the County by the Georgia Department of Revenue, Sales and Use Tax Division shall be deposited in the TSPLOST Proceeds Account. The proceeds of the Transportation Sales Tax shall be disbursed from the TSPLOST Proceeds Account in each Bond Year as follows:

(i) First there will be paid from the TSPLOST Proceeds Account to the Debt Service Account all money sufficient to satisfy the Debt Service Requirement on the Bonds for the current Bond Year;

(ii) All remaining proceeds of the Transportation Sales Tax received in any such Bond Year will be distributed from the TSPLOST Proceeds Account to the County and the Cities its respective percentage of the Transportation Sales Tax in accordance with the Contract. The Cities will receive their respective percentage of the Transportation Sales Tax in accordance with the Contract after first taking into account the amount of such proceeds deposited into the Debt Service Account to satisfy the Debt Service Requirement on each City’s *pro rata* share of the proceeds from the Bonds. Beginning on the first day of the following Bond Year, all Transportation Sales Tax receipts shall recommence being remitted into the Debt Service Account prior to any proceeds being distributed to the County or the Cities.

(d) In accordance with O.C.G.A. § 48-8-269.5(a)(2) the County and any municipality receiving any proceeds from the Transportation Sales Tax shall maintain a record of each and every project for which proceeds of the Transportation Sales Tax are used. A schedule shall be included in each of their respective annual audits which shows the original estimated cost for each of their respective projects, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditor shall verify and test expenditures of the projects in order to express an opinion thereon in accordance with generally accepted governmental auditing standards.

(f) Payment of Debt Service on the Bonds shall be made by the County first from the Debt Service Account. Payment of the Bonds, however, shall constitute a pledge of the full faith, credit, and taxing power of the County, and any liability on such debt which is not satisfied from the proceeds of the Transportation Sales Tax shall be satisfied from the general funds of the County or from a direct annual *ad valorem* tax levied in an amount sufficient to pay such Debt Service.

Section 502. Assessment and Collection of Annual Tax.

(a) As required by Article IX, Section V, Paragraph VI of the Constitution of the State, any political subdivision of the State shall provide, at or before the time of incurring general obligation bonded indebtedness, for the assessment and collection of an annual tax sufficient in amount to pay the Debt Service on said debt. Therefore, in order to provide for the assessment and collection of a continuing direct annual tax to be levied on all the taxable property subject to taxation for general obligation bond purposes located within the boundaries of the County as the same now exist, and within any extensions of said boundaries, sufficient in amount to pay the Debt Service on the Bonds as the same shall mature and become due, to the extent such Debt Service is not paid from the Transportation Sales Tax, the County shall and does hereby resolve that such tax be assessed and collected in the County in the appropriate years, beginning in the year 2024, sufficient in amount to produce the sums required to pay the Debt Service on the Bonds coming due on February 15 and August 15 in each of the years set forth in Section 203(a) through August 15, 2029, and that the funds provided by said tax shall be irrevocably pledged to and appropriated for the payment of the principal of and the interest on the Bonds. Any such tax levied and collected shall be placed in the Debt Service Account, as a sinking fund, to be used exclusively for paying Debt Service on the Bonds or to reimburse the County's general fund for Debt Service on the Bonds theretofore paid in anticipation of the receipt of the proceeds of such *ad valorem* tax.

(b) The County shall comply with the provisions of O.C.G.A. § 48-5-32 and all other statutory requirements as may exist from time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for general obligation bond purposes, including payment of Debt Service on the Bonds, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this Resolution. The County shall cause a report to be published in a newspaper of general circulation throughout County at least two weeks prior to the establishment of the millage rates for *ad valorem* taxes for general obligation bond purposes during the current calendar year, in accordance with O.C.G.A. § 48-5-32.

Section 503. Funds Pledged for Payment of Bonds. All funds provided by the Transportation Sales Tax and from any amount required from the general fund of the County, including any tax levy as described in Section 502 hereof, are pledged irrevocably to and

appropriated for the payment of the Debt Service on the Bonds so that the Bonds, as to both principal and interest, shall be fully paid as the same becomes due.

Section 504. Depository Agreements with Debt Service Account Custodian. Any depository agreement with any bank or banks acting as Debt Service Account Custodian shall require that the Debt Service Account Custodian shall transfer, or make available, to the Paying Agent for the Bonds, not less than five (5) Business Days prior to each Interest Payment Date, such amounts as are necessary to provide for the payment of the Debt Service on the Bonds coming due on each Interest Payment Date, as required by the provisions of this Resolution.

[END OF ARTICLE V]

ARTICLE VI

DEFEASANCE; INVESTMENTS; TAX COVENANT; MISCELLANEOUS PROVISIONS

Section 601. Defeasance.

(a) The Bonds shall be deemed to have been paid in full and the lien of this Resolution shall be discharged,

(i) after there shall have been irrevocably deposited in an irrevocable trust fund created for that purpose,

(A) sufficient money, and/or

(B) obligations of, or guaranteed as to principal and interest by, the United States of America, or certificates of an ownership interest in the principal or interest of obligations of or guaranteed as to principal and interest by the United States of America, which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of the Bonds, plus interest thereon to the due date thereof;

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of the Bonds or there shall be sufficient money deposited with the Bond Registrar and Paying Agent to make said payments, if any; and

(iii) unless all Outstanding Bonds are to mature or be redeemed within the next 60 days, the County shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the owners of the Outstanding Bonds, by first class mail, postage prepaid, at such owner's last address appearing upon the book of registration, that the deposit required by subsection (a)(i) above has been made with the Bond Registrar and Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section.

(b) In addition to the foregoing provisions of this Section, the lien of this Resolution shall only be discharged pursuant to this Section if the County delivers a verification report that the deposit made pursuant to subsection (a)(1) is sufficient to defease the Bonds and an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on the Bonds from federal income taxation.

(c) Whenever the Bonds shall be deemed to have been paid pursuant to this Section 601, any balance remaining in the Debt Service Account shall be retained by the County and used as permitted by the provisions of Part 1 of Article 5A of Chapter 8 of Title 48.

Section 602. Authorized Investments.

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the Construction Fund Custodian at the direction of the Project Superintendent in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

- (i) The local government investment pool created in O.C.G.A. § 36-83-8; or
- (ii) The following securities and no others:

(A) Bonds or other obligations of the County, or bonds or obligations of the State or other states or of counties, municipal corporations and political subdivisions of the State;

(B) Bonds or other obligations of the United States or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

(C) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) Bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(E) Certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit

Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above; and

(F) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State.

(G) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided

that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) Debt Service Account and TSPLOST Proceeds Account Money. Money in the Debt Service Account and the TSPLOST Proceeds Account may be invested by the County in such investments as are authorized by law at the time the investment is made, including specifically investments pursuant to O.C.G.A. Section 36-80-3 and O.C.G.A. Section 36-83-4, if and to the extent the same are at the time legal for investment of such money.

Pursuant to O.C.G.A. Section 36-80-3, the County may invest and reinvest money subject to its control and jurisdiction in:

1. Obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies.
2. Bonds or certificates of indebtedness of the State of Georgia and of its agencies and instrumentalities.
3. Certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured.

Pursuant to O.C.G.A. Section 36-83-4, the County may invest and reinvest money subject to its control and jurisdiction in:

1. obligations of the State of Georgia or of other states;
2. obligations issued by the United States government;
3. obligations fully insured or guaranteed by the United States government or by one of its agencies;
4. obligations of any corporation of the United States government;
5. prime bankers' acceptances;
6. the local government investment pool established by O.C.G.A. § 36-83-8;
7. repurchase agreements; and
8. obligations of other political subdivisions of the State of Georgia.

Section 603. Authorization for Investments by Depositories. The County, at any time and from time to time, may direct any depository of or custodian for any fund or account created pursuant to the provisions of this Resolution to make specific investments of money on deposit in such fund or account in accordance with Section 602, or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 602.

Section 604. Designation of Depositories; Successor Fund Custodian or Depository.

(a) Truist Bank, Charlotte, North Carolina, is hereby is designated as Bond Registrar, Paying Agent, and Authentication Agent for the Bonds, and the Chairman of the Board of Commissioners is hereby authorized and directed to execute such contracts or agreements with said bank as shall be required for it to serve in the capacities herein above designated.

(b) Truist Bank, Charlotte, North Carolina, is hereby designated as TSPLOST Proceeds Account Custodian and as Debt Service Account Custodian. The Chairman of the Board of Commissioners is hereby authorized and directed to execute such contracts or agreements with such banks as shall be required to serve in such capacities herein above designated.

(c) A bank or trust company may be appointed as successor Bond Registrar, Paying Agent, and Authentication Agent and a successor depository for or custodian of any fund or account described herein may be designated by the County from time to time, provided such successor entity agrees to comply with the provisions of this Resolution.

Section 605. Bank or Trust Company as Bond Registrar, Paying Agent, and Authentication Agent.

(a) During such time as the Bond Registrar, Paying Agent, and Authentication Agent is a bank or trust company, any presentation and surrender of the Bonds to the Paying Agent or Bond Registrar as required herein shall be to the designated corporate office of said bank or trust company.

(b) During such time as the Bond Registrar, Paying Agent, and Authentication Agent is a bank or trust company, any corporation into which such entity may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which such entity shall be a party, or any corporation to which substantially all the corporate trust business of the entity may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

Section 606. Merger of Paying Agent. Any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the Paying Agent may be sold shall be the successor Paying Agent for the purposes of this Resolution.

Section 607. Resolution Constitutes Contract. The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the County and the owners of the Bonds, and, after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the County

adopt any ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid.

Section 608. Limitation on Liability. Should any Bonds not be presented for payment when due, the Paying Agent shall retain, for the benefit of the owners thereof, a sum of money sufficient to pay such Bonds when the same are presented by the owners thereof for payment. All liability of the County to the owners of such Bonds and all rights of such owners against the County under the Bonds or under this Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit with the Paying Agent.

If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, the Paying Agent, at the written request of the County, shall transfer to the County’s general fund all funds theretofore held by it for payment of such Bond. The Paying Agent shall thereupon be released and discharged with respect to such Bond, and such Bond, subject to the defense of any applicable statute of limitations, thereafter shall be an obligation of the general fund of the County.

Section 609. Validation. The Bonds were confirmed and validated on February 12, 2024, in the manner provided by law, by the Superior Court of Effingham County, Civil Action No. SU24CV010B.

Section 610. Payments Due on Saturdays, Sundays, and Holidays. In any case where the Interest Payment Date shall be a day which is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, and no additional interest shall accrue on the Bonds after such Interest Payment Date.

Section 611. Federal Tax Certificate.

(a) In order to maintain the exclusion from federal gross income of interest on the Bonds, the County covenants to comply with the applicable requirements of the Code. In furtherance of this covenant, for the benefit of the Bondholders, the County agrees to comply with the provisions of a Federal Tax Certificate to be executed by the County and delivered concurrently with the issuance and delivery of the Bonds.

(b) For the further benefit of the Bondholders, the County covenants that, prior to the transfer to the Cities of any proceeds from the sale of the Bonds from the Construction Fund, the County will obtain from the Cities, respectively, a duly authorized and properly executed tax certificate and such other documents as may be required to assure that the proceeds received by the Cities are spent in accordance with the requirements of the Code.

Section 612. Continuing Disclosure. The County covenants to undertake all responsibility for compliance with the continuing disclosure requirements contained in Securities and Exchange Board of Commissioners Rule 15c2-12(b)(5) pursuant to a Continuing Disclosure Certificate (the “**Continuing Disclosure Certificate**”) which is hereby authorized to be executed by the County on the date of issuance and delivery of the Bonds. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered a default on the Bonds; however, any Holder or Beneficial Owner of Bonds may take such actions as may be necessary and appropriate, including seeking

mandate or specific performance by court order, to cause the County to comply with its obligations under this Resolution and the Bonds. For purposes of this Section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 613. Official Statement. The County has caused to be distributed a Preliminary Official Statement with respect to the Bonds and the County shall execute and deliver an Official Statement in final form and the execution and delivery of the Official Statement in final form be and the same is hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Bonds and the execution by the Chairman of the Board of Commissioners, on behalf of the County, of a certificate which “deemed final” the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12 be and the same are hereby ratified and confirmed. The Chairman of the Board of Commissioners is hereby authorized to execute and deliver the Official Statement for and on behalf of the County, and the Official Statement shall be in substantially the form of the Preliminary Official Statement as presented to the County at this meeting and filed with the Clerk of the County subject to such minor changes, insertions, or omissions as may be approved by the Chairman of the Board of Commissioners and the execution of said Official Statement by the Chairman of the Board of Commissioners as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Official Statement for and on behalf of the County is hereby authorized and approved.

Section 614. Advertisement of Bond Election. The County caused to be published the notice of Election, the form of which is a part of its resolution adopted on September 19, 2023, providing for the calling and holding of the Election in Effingham County. The County published no brochure, listing, or other advertisement relating to the Election which is in anyway inconsistent with said resolution of the County.

Section 615. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 616. Captions. The captions or headings in this Resolution are for convenience only and in no way limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 617. Partial Invalidity. In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and, if any provisions hereof conflict with any applicable provisions of Georgia law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 618. Performance Audit. The County has specifically waived the requirement of providing for a continuing performance audit or performance review of the expenditure of bond

proceeds as required by O.C.G.A. § 36-82-100 through the publication of such waiver in the validation notice.

Section 619. Award of Bid for Bonds. In accordance with the Official Notice of Sale dated March 27, 2024, distributed on behalf of the County by Davenport & Company LLC, as financial advisor to the County, the County received electronic bids for the purchase of the Bonds on April 2, 2024, and the County Manager and Finance Director of County, with the assistance of Davenport & Company LLC, reviewed the bids and determined that the best bid for the Bonds was submitted by _____. Said bid has been approved and accepted on behalf of the County, subject to the terms of this Resolution.

Section 620. General Authorization. The proper officers of the County are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution, including the negotiation and execution of the Bond Contracts, and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Bond.

Section 621. Repealer. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

[END OF ARTICLE VI]

APPROVED AND ADOPTED this April 2, 2024.

EFFINGHAM COUNTY, GEORGIA

By: _____
Chairman
Board of Commissioners

COUNTY CLERK'S CERTIFICATE

The undersigned County Clerk of Effingham County, keeper of the records and seal thereof, certifies that the foregoing is a true and correct copy of a bond resolution approved and adopted by majority vote of the Board of Commissioners of Effingham County in public meeting properly and lawfully held and assembled on April 2, 2024, the original of which bond resolution has been entered in the official records of the Board of Commissioners of Effingham County under my supervision and is in my official possession, custody, and control.

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

(S E A L)

County

County Clerk
Board of Commissioners of Effingham

Staff Report

Subject: FY 2024 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 4/2/24
Item Description: Consideration to approve an amendment to the FY 2024 budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2024 budget.

Executive Summary:

Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:

Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:

1. Allocating funds granted to Fire & Rescue from Norfolk Southern, towards the purchase of a drone
2. Allocate funding for the railroad crossings maintenance work that CSX performed, per ECBOC contract with CSX
3. Allocate training funds for the new Deputy Coroner, and add funds for fuel line item now that Coroner has a county vehicle
4. Allocate funding to replace firefighting foam used in recent fires, this cost is covered by invoicing sent to these business properties
5. Allocate funds to replace broken ice machine at the Senior Center

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2024.
2. Do not approve the resolution.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the resolution to amend the budget for FY 2024.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

Fund Balance

Attachments:

FY 2024 budget amendment resolution

**State of Georgia
County of Effingham**

RESOLUTION TO AMEND THE FY 2024 BUDGET

WHEREAS, the FY 2024 budget of Effingham County was adopted on June 6th, 2023 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	TYPE	AMOUNT	DESCRIPTION
055	FIRE	OTHER EQUIPMENT	271-3510-055-54-2502	EXP	12,000	allocate private grant funds for drone purchase
055	FIRE	FIRE DONATIONS	271-37-1100	REV	(12,000)	allocate safety grant from Norfolk Southern
025	ROADS	CONTRACT LABOR	270-4205-025-52-3850	EXP	63,000	allocate funding for railroad crossings maintenance
025	ROADS	CASH CARRY FORWARD	270-38-9015-1	FB	(63,000)	allocate fund balance for railroad crossing maintenance
058	CORONER	TRAINING SCHOOLS & SE	100-3700-058-52-3702	EXP	2,500	allocate training funds for new deputy coroner
058	CORONER	GAS & DIESEL FUEL	100-3700-058-53-1270	EXP	2,500	allocate fuel funds for new county vehicle
058	CORONER	SALES TAX (LOCAL)	100-31-3100	REV	(5,000)	allocate sales tax towards coroner items
055	FIRE	OPERATING SUPPLIES	271-3510-055-53-1102	EXP	30,000	allocate funds for fire foam replacement
055	FIRE	MISCELLANEOUS REVEN	271-38-9005	REV	(30,000)	allocate invoicing revenue for fire foam
032	SENIOR CENTER	OTHER EQUIPMENT	100-5520-032-54-2502	EXP	6,200	allocate funds to replace senior center ice machine
032	SENIOR CENTER	SALES TAX (LOCAL)	100-31-3100	REV	(6,200)	allocate sales tax towards senior center ice machine
					-	net entries

This amendment allocates funding for a Fire & Rescue drone, railroad crossing maintenance, the Coroner’s office, firefighting foam, and the Senior Center ice machine.

Approved this _____ day of _____ 2024.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report

Subject: Consideration to Approve the Purchase of Firefighting Agent
Author: Clint Hodges, Fire Chief
Department: 55-FIRE
Meeting Date: 04/02/2024
Item Description: Consideration to Approve the Purchase of Firefighting Agent

Summary Recommendation: Staff recommends approving the purchase of Firefighting Agent from Fireline Inc.

Executive Summary/Background:

On two recent events, ECFR has had to utilize firefighting agent. For both utilizations, invoices are being sent out for reimbursement to the County.

This purchase is for four 250 gallon totes of Enforcer One Firebull F3 Fluorine Free Class B 1-6% Fire Suppression Agent.

Options/Alternatives for Commission to Consider:

Recommended: Approval of the Purchase of Firefighting Agent from Fireline Inc in the amount of \$30,000.

Other Alternative(s): Deny

Department Review: Fire-Rescue

Funding Source: \$30,000 (To be invoiced for reimbursement)

Attachments: Purchase Requisition

EFFINGHAM COUNTY B.O.C. PURCHASE REQUISITION

VENDOR NAME:	Fireline INC	VENDOR #:	
	725 Patrick Industrial Lane Winder Ga, 30680	P.O. NUMBER:	
	1-770-868-4448		

FUNCTION	ACTIVITY	DEPT	CLASS	OBJECT	DESCRIPTION	QTY	UNIT PRICE	
271	3510	055						\$0.00
					Enforcer One Firebull F3 Fluorine Free Class B 1%,3%,6%	4	7500	\$30,000.00
					Fire Suppression Agent			\$0.00
					250 gallon tote			\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL ATTACHED INVOICES								\$30,000.00

COMPETITIVE PRICING		
NAME	DESCRIPTION	
NAFECO	Enforcer One Fire Bull F3 Class B Fire Suppression Agent	\$ 31,252.00
<i>only two vendors sell in GA</i>		

	SIGNATURES	DATE
Originator		
Supervisor	<i>[Signature]</i>	2-26-24
Department Head: FIRE CHIEF	<i>[Signature]</i>	2-26-24
Purchasing Agent		
Finance Officer		
County Administrator		
Level: \$1500		
Level: \$1501-3000		
Level: \$3001-10,000		
Level: \$10,001-20,000		
Over \$20,000 (5) COUNTY COMMISSIONER 1		
Over \$20,000 (5) COUNTY COMMISSIONER 2		
Over \$20,000 (5) COUNTY COMMISSIONER 3		
Over \$20,000 (5) COUNTY COMMISSIONER 4		
Over \$20,000 (5) COUNTY COMMISSIONER 5		

PURCHASING PRINCIPLES: Materials, services, and supplies shall be purchased only when funds have been approved and are included in current year budget. Materials, services, and supplies shall be purchased by the Purchasing Department unless otherwise designated. Anyone who purchases any item without prior approval will be responsible for the payment of that item.



FireLine INC.

CUSTOMER QUOTE

725 Patrick Industrial Lane - Winder, GA. 30680
770-868-4448

DATE	QUOTE #
2/20/2024	357894

BILLING ADDRESS
Effingham Co. Fire Dept. 804 South Laurel St. Springfield, GA. 31329

SHIPPING ADDRESS
Effingham Co. Fire Dept. Attn: Capt. Hannah Jenkins 1171 Hwy. 119 North Springfield, GA 31329

Follow us on Facebook & Instagram
Visit our website at www.firelineinc.com

TERMS	REP	FOB
CREDIT CARD	SNE	FACTORY

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
FB-FF-250	ENFORCER ONE FIREBULL F3 FLUORINE FREE CLASS B 1%/3%/6% FIRE SUPPRESSION AGENT - (Orange In Color) - (250 GAL. TOTE / PER GAL.) 1-24	250	30.00	7,500.00
FRT. TBD	IF QUOTE INCLUDES A SHIPPING CHARGE ON THIS LINE, IT IS AN "ESTIMATED" SHIPPING CHARGE ONLY. *** ACTUAL FREIGHT / SHIPPING CHARGES / CRATE / PALLET CHARGES / DELIVERY FEE'S WILL BE ADDED AT FINAL INVOICE.	1	0.00	0.00

Due To Supply Chain Disruptions and Inflating Costs, Quotes Are Only Valid For 10 Days. This May Be Extended Per FIRELINE, INC. Approval. SURCHARGES MAY APPLY... 30 DAY RETURN CONDITIONS: FireLine, Inc. will make final determination on return authorization. Electrical, hydraulic, special order, and fabricated parts are nonreturnable. Any parts that are returned to FireLine, Inc. without prior authorization or does not meet stated return requirements will be scrapped without notification and credit denied.	SUBTOTAL	\$7,500.00
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$7,500.00



NAFECO
Mailing: P.O. Box 2928
Physical: 2601 Bellline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation
Q1624022018142

Date: 2024-02-20
Expires: 2024-03-21
FOB: Origin

Customer Number: EFF070
Customer Information: EFFINGHAM COUNTY BOCC
Address: 145 LADESSIE ZIEGLER ROAD
ATTN: CHIEF CLINT HODGES
GUYTON, GA 31312

Attention: CAPTAIN RYAN MORRIS
Phone: 912-429-3615
Email: rmorris@effinghamcounty.org
Prepared By: Joe Smallidge

Qty	Item #	Description	Each	Total
2	FB-FF-250	Enforce One Fire Bull Foam 3% Class A/B, 250 Gal. Tote 1% 3% 6% FIREBULL	\$7,813.00	\$15,626.00
			Subtotal	\$15,626.00
			Freight	\$320.00
			Total	\$15,946.00

tax to be determined

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Staff Report

Subject: Adoption of Code Enforcement Policy and Procedure Manual
Author: Greg Hood, Senior Code Enforcement Officer
Department: Development Services
Meeting Date: April 2, 2024
Item Description: Consideration to approve a manual containing policies and procedures for the office of Code Enforcement.

Summary Recommendation

Staff recommends **approval** of the Code Enforcement Policy and Procedure Manual

Executive Summary/Background

- This manual will provide the organization and standards for daily operations and procedures.
- It will emphasize conformity for officers, where all investigations are conducted in a similar manner.
- The manual will set precedent for officers and will serve as a field guide for investigative procedures.
- Establishes a policy standard to protect the county from liability in legal action.

Alternatives

1. **Approve** the adoption of the Code Enforcement Policy and Procedure Manual.
2. **Deny** the adoption of the Code Enforcement Policy and Procedure Manual.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Policy and Procedure Manual

Effingham County Development Services Office of Code Enforcement



Standard Operating Policy and Procedure Manual



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I. Mission

The mission of Effingham County's Code Enforcement Program is to protect the health and safety of the County's residents and visitors, and the livability of the community, by assuring compliance with the County's land use, environmental and construction codes. The County will assure County Code compliance both by encouraging voluntary compliance and by sanctioning code violators who do not comply.

II. Purpose

The purpose of the Effingham County Code Enforcement Program Policy and Procedures Manual (hereafter "manual") is to provide written guidelines for:

- A. The prioritization of code enforcement cases;
- B. Initiation and investigation of code violation complaints;
- C. Enforcement of the County Code through voluntary compliance;
- D. Prosecution of code violators who do not comply;

These written guidelines are intended to increase consistency and predictability within the County's Code Enforcement Program, and to educate the County's residents and property owners about code compliance and the consequences of violating the County Code.

III. Interpretation

This manual describes the standard policies and procedures for code compliance, and should be interpreted so as to maximize both the efficiency of the program and operations as well as compliance with County Code. This manual should be followed unless otherwise directed by the Director of Development Services or designee, the County Manager or designee, or the Board of County Commissioners (hereafter "Board").

IV. Code Enforcement Philosophy

Policy: The County's policy is to achieve compliance with County Code in all cases of reported and verifiable code violations. However, the County may not always have sufficient resources to expeditiously address all cases. Consequently, the County has established, through this manual, both a priority ranking for code enforcement and procedures designed to maximize available code compliance resources. The Code Enforcement Program should follow the priority ranking set forth in Section V of this manual. It also should be flexible enough to allow the level of enforcement that best fits the type and circumstances of the code violation(s), within clear and objective criteria set forth in this manual and consistent with the priorities.

A. Enforcement Levels. The levels of enforcement available to the County are:

1. Mediated settlement of code violation complaints;
2. Pre-Enforcement Notice (hereafter "PEN");
3. Obtaining voluntary compliance;
4. Warning letters;
6. Citation and prosecution of violation in Magistrate Court or Notice of Violation and Proposed Civil Penalty (hereafter "NOV") through County administrative hearings;
7. Petition for injunction in circuit court;
8. Nuisance or dangerous building abatement;
9. Permit revocation

B. Sequence of Enforcement. The levels of enforcement are not mutually exclusive, and may be used alone or in sequence or combination with other levels. However, in most code violation cases, the County will use the code enforcement levels in the sequence they appear in Paragraph A.

C. Criteria for Choosing Level of Enforcement. Some code violation cases may have aggravating circumstances requiring a different sequence for enforcement activity than that set forth in Paragraph A. The County may choose a different sequence if one or more of the following circumstances is present:

1. The code violation is severe (e.g., deviates greatly from the Code);
2. The violation poses a significant threat to public health and safety, or to the environment as determined by the Development Services Director or designee;
3. The violation may cause economic harm to residents or to the County as a whole;
4. The physical size or extent of the violation is significant as determined by the Development Services Director or designee;

5. The violation has existed uncorrected for a significant period as determined by the Development Services Director or designee;
6. There is a previous history of complaints and code enforcement on the subject property and/or with the alleged code violator;
7. There is good potential for combining enforcement action on the violation with other violations;
8. There is little likelihood of obtaining voluntary compliance

V. Priorities for Code Enforcement

Policy: County staff shall attempt to investigate and resolve all code violations within budget and staffing resources. However, because of limited code compliance resources, there may be times when all code violations cannot be given the same level of attention and some code violations may receive no attention at all for a period of time as determined by the Development Services Director or designee. In circumstances where not all code violations can be investigated, the most serious violations, as determined under the priorities set forth in this section and the criteria for enforcement in Section IV(C) of this manual, shall be addressed before the less serious violations are addressed, regardless of the order in which the complaints are received. However, complaints alleging both priority and non-priority violations should be processed together to maximize efficiency.

A. Priority Cases. The Board has established the following priorities for Code Enforcement violations:

1. Violations that present an imminent threat to public life, health and safety;
2. Violations which impact rivers, streams, floodplains, and wetlands,
3. Solid Waste Code violations, Environmental Soils violations, and Building Code violations consisting of ongoing non-permitted construction or failure to obtain permits;
4. Land use violations.

B. Lower Priority Cases

Policy: Complaints alleging code violations that do not fall within the priority ranking above should be processed in the order in which the complaints are received, and as code enforcement resources allow.

Exception. At the discretion of Code Compliance Specialists and in consultation with the Development Services Director or designee staff, complaints may be processed in any order that maximizes the efficiency of enforcement.

Procedure: All complaints concerning a particular type of code violation (e.g., non-permitted manufactured homes in manufactured home parks), or all complaints of violations occurring in a particular geographic area, may be processed together, regardless of the order in which the complaints are received.

VI. Applicability

Policy: This manual applies to all code Enforcement administered by the county Development Services office, its employees and agents. Except as otherwise provided, the policies and procedures in this manual apply to all alleged code violations whether or not they existed or were known by the County on the effective date of this manual. The policies and procedures in this manual supersede any conflicting County policies and procedures.

Non-Applicability to Covenants, Conditions and Restrictions. Many subdivisions and planned communities are subject to private, recorded covenants, conditions and restrictions (CC & Rs). The County's policy is not to enforce private CC & Rs.

Non-Applicability to Private Legal Action. Residents may undertake private legal action to enforce County Code, including civil litigation against the alleged code violator, as well as personally filing citations and prosecuting County Code violations in court. The policies and procedures in this manual do not apply to private legal action to abate violations. Neither should they be interpreted to suggest that the County will participate in such private legal action.

VII. Initiation of Code Enforcement

Code enforcement may be initiated by any of the following methods:

A. Resident Complaints. Any person may make a complaint to the County alleging one or more code violations.

1. *Form.* A resident may initiate a complaint by submitting a letter or email, electronic complaint form (available online), or by contacting Development Services in person or by telephone. If a resident submits a complaint by phone or written communication other than a completed electronic complaint form, County staff shall complete the electronic complaint form. If the County receives a written complaint other than the County approved electronic complaint form, the written complaint shall be attached electronically to an electronically complaint form completed by County staff. To be investigated, a resident complaint must contain all information required on the complaint form (ie. Name, Address, Telephone Number).

2. *Anonymous Complaints Policy:* The County's policy is to not accept anonymous County Code violation complaints. The County believes that anonymous complaints are not as reliable as those made by complainants who are willing to identify themselves. In addition, in many cases, the complainant's identification and testimony in court may be necessary for successful prosecution of Code violators and code enforcement.

Exceptions. The County recognizes there may be cases justifying an exception to this policy. These are cases where the nature of an anonymous complaint reliably suggests the existence of code violations presenting an imminent threat to public life, health and safety or to the environment, which threat easily may be verified by County staff. In such cases, as determined by the Development Services Director or designee, County staff shall accept the anonymous complaint for investigation.

3. *Confidentiality Policy:* The County's policy is to maintain the confidentiality of code enforcement complaint files and computer records, including the identity of the complainant, to the extent legally possible. The County believes it is important to maintain this confidentiality to assure effective investigation and prosecution of code violations. In addition, the County recognizes that some complainants do not want their names disclosed to the alleged code violator for fear of retaliation. However, in some cases it may be necessary for successful prosecution and enforcement for the complainant to be identified and to testify in court.

Exceptions. In cases where the County chooses to cooperate with, or defer to, federal or state agencies for code enforcement, the contents of the file may be disclosed, as necessary, to the other agency.

Procedure: In order to maintain the confidentiality of code enforcement complaint files and the identity of the complainants, while assuring effective prosecution and enforcement and compliance with state law, the following procedures apply:

a. Code enforcement files will be maintained as confidential files throughout investigation, violation prosecution and/or other types of code enforcement to the extent legally permissible.

b. The contents of code enforcement files will not be disclosed to anyone other than County staff who have a reason to know about and who are involved in the investigation, or to similar staff of an agency with which the County is cooperating. The contents of the file will not be disclosed to any other person absent court order, until:

- 1) the investigation is complete and a citation discovery request is made; or
- 2) the file is closed and disclosure is made pursuant to the public records law.

B. Observation by Code Enforcement Staff. Code enforcement staff often observe additional potential County Code violations while conducting complaint investigations. Such observations may form the basis for additional investigation and enforcement action.

Policy: The County's policy is that code enforcement staff document any potential code violations the staff observes on property that is the subject of their current investigation. Code enforcement staff shall investigate documented additional potential violations. If substantiated, staff may address noted additional violations. Staff may also document and address code violations observed on any property adjacent to the subject property, which violations are observable from the subject property.

C. Proactive Code Enforcement. Within available code enforcement resources, the County may undertake a number of County-initiated procedures for proactive code enforcement. These procedures may include:

1. Investigations and prosecutions of code violations in particular geographic areas;
2. Investigations and prosecutions of code violations of a particular type throughout the County;
3. Timely and regular follow-up by Development Services staff for compliance with conditions and requirements for permits and approvals;
4. Reporting by County staff of code violations observed while conducting County business;
5. Examination and comparison of County files for evidence of code violations;
6. Revocation of permits and approvals for failure to comply with requirements or conditions;
7. Cooperation with code compliance by other regulatory and licensing agencies; and
8. Cooperation with utility companies to terminate service, to the extent authorized by law, to non-permitted uses on property.

D. Permit/Approval Condition Monitoring by Development Services Staff. The County routinely issues land use, environmental and construction permits with a variety of requirements and conditions, and timelines for meeting them. For example, a land use approval may require landscaping the site by a certain date, and building permits expire if construction progress and inspections are not made within periods set by state law. Code violations occur when these permit and approval conditions are not timely met.

Policy: The County's policy is that Development Services staff may conduct timely and regular monitoring of conditions of approval and similar permit requirements for all permits and approvals.

Procedure

1. All persons issued permits or approvals shall be given written notice of the consequences of failure to comply with requirements and conditions, including potential code enforcement.
2. If any permits and approvals are found not to be in compliance with conditions of approval or other permit requirements, staff in the appropriate Development Services division assigned to the permit or approval monitoring shall undertake appropriate action to obtain compliance.
3. If the assigned Development Services staff are unable to obtain compliance within a reasonable time established for that purpose, they shall report the violation and any enforcement action already taken to Code Enforcement staff for further code enforcement action.

E. Report by County Staff. In many cases, County staff may be in a unique position to observe potential code violations. For example, a property appraiser in the Assessor's office may be the only person able to observe new construction for which there is no permit.

Policy: Any County staff member may report to code enforcement staff possible Code violations observed while conducting County business.

Procedure: Reports by County staff under this subsection shall be made on an electronic complaint form in the Development Services records system.

F. Report by County Commissioner. A County Commissioner may report a potential code violation, or request that code enforcement staff investigate a resident report of a potential code violation by submitting an electronic complaint form or in any other written form or requesting code enforcement staff to submit a complaint form on behalf of the Commissioner, along with necessary information to initiate an investigation.

G. Information from Official County Records. Potential code violations may be discovered by examining the County's own official records. For example, cross-referencing between the Assessor's records and Development Services records may reveal construction or land use activity without necessary permits or approvals. Development Services staff may also discover code violations by comparing the County's own land use, environmental health and construction permit records with each other.

Policy: Development Services staff may regularly compare all pertinent County records to identify potential Code violations.

Procedure: Code violations discovered through comparison of information in County files shall be reported to Code Enforcement on an electronic complaint form.

VIII. Recording Complaints

All complaints received by the Code Enforcement Office shall be recorded in Development Services electronic documentation system. The Complaint Record is the official record of the complaint and its investigation and resolution. The Complaint Record shall include the following minimum information:

1. An assigned complaint number;
2. Which code enforcement staff is assigned to the case;
3. The complaint form if in e-mail or written form;
4. Documentation of investigation;
5. Finalization of record

IX. Notice of Investigation

When Code Enforcement staff initiates an investigation, they may provide notice to any Development Services division, other County department, or federal or state agency that may have an interest in the alleged code violation.

X. Investigation

A. Preliminary Matters. At the beginning of each investigation, the following shall be established:

1. *Jurisdiction.* The property upon which the alleged code violation exists must be in the County's code enforcement jurisdiction.
2. *Zoning.* The zoning of the subject property shall be determined.
3. *Permit Status.* The status of any land use, environmental soils, building, electrical, construction (including, but not limited to structural, mechanical, plumbing) or other similar permits on the subject property shall be determined.
4. *Property Ownership.* All persons with a recorded legal interest in the subject property should be identified. These persons should include the owners, contract purchasers, lessees and lienholders or other security interest holders.
5. *Other Potentially Responsible Persons.* In addition to the persons listed in subparagraph 4 of this paragraph, any other persons potentially responsible for the alleged code violation(s) should be identified. These persons could include tenants, construction and landscape contractors and excavators.
6. *Identification of Applicable Code Provisions.* Code Enforcement staff, with the assistance of other Development Services staff and County Legal Counsel as necessary, shall identify the pertinent provisions of the County Code that may have been violated according to the complaint.
7. *Prior Complaint History.* Code Enforcement staff shall examine Development Services records to determine the existence and status of any prior or existing code violation complaints on the subject property or concerning the alleged violator.

B. Establishing the Elements of a Violation. Before a Pre-Enforcement Notice ("PEN") is sent, it must be determined whether the complaint establishes a code violation. If it does not, the case will be resolved by file closure as provided in Section XII of this manual. Code Enforcement staff may, in some instances, make mediation referrals where such referral is anticipated to protect safety or livability. Code Enforcement staff, with the assistance of other Development Services staff and County Legal Counsel as necessary, and after any necessary field investigation, shall determine if the following elements have been established.

1. *Responsible Person.* The person or persons who are reasonably believed to have committed the code violation, or who are or may be legally responsible for the alleged code violation, have been identified.
2. *Alleged Violation Occurred or is Occurring.* A complaint may allege a code violation that occurred in the past (e.g., construction without a permit) or that occurs only intermittently (e.g., surfacing sewage from a drain field, or periodic non-permitted commercial activity in a residential zone). Code Enforcement staff shall determine whether there are reasonable grounds to find the alleged violation occurred or is occurring. Such grounds may be established either by personal observation by Code Enforcement staff or by reliable evidence from a complainant. If Code Enforcement staff determines that reasonable grounds do not exist, no enforcement action will be taken until the complainant or the Code Enforcement staff has had a reasonable opportunity to develop such grounds. If no reasonable grounds are developed within a reasonable period, the case will be resolved by file closure as provided in Section XII of this manual.
3. *Relevance of Statute.* In some instances, a complaint may allege a code violation on property subject to other protections. A common example is the State's prohibition on local laws governing forest and farm practices. Code Enforcement staff shall, with the assistance of other Development Services staff and County Legal Counsel as necessary, consider the relevance of statutes in substantiating a County Code violation. If Code Enforcement staff verifies conflicting relevance under the law, the case should be resolved by file closure as provided in Section XII of this manual.

C. Assignment of Investigation and Enforcement Responsibility

Policy: The responsibility for field investigation and code enforcement should be assigned to the Code Enforcement staff that is most able and qualified to conduct the investigation and undertake appropriate enforcement action. For example, alleged violations of environmental soils/health codes may best be investigated and resolved by County Public Health Specialists. However, all code enforcement activity should be coordinated with Code Enforcement staff and all PEN's and/or citations will be drafted by Code Enforcement staff.

Procedure:

1. *Assignment.* Assignment of field investigation and code enforcement responsibility shall be made by the Development Services Director or designee, on a case-by-case basis or pursuant to standing policies in this manual or elsewhere. The following criteria shall be used for assignment of responsibility:
 - a. The nature of the code violation(s) alleged in the complaint;
 - b. The knowledge and expertise needed to investigate the alleged violation;
 - c. The history of prior code enforcement on the subject property or with the alleged violator;
 - d. The status of permits and approvals on the subject property; and

e. The workload of the relevant Code Enforcement division staff and the projected timeline for investigation and resolution of the complaint.

2. *Coordination.* Whenever responsibility for code enforcement activity is assigned to Code Enforcement staff, they shall consult with other Code Enforcement staff and keep them advised of their activities. When Code Enforcement staff other than the assigned Code Enforcement staff is assigned to investigate a code violation complaint for which a Complaint Record has been created, such staff shall enter into the record a report of any action undertaken to investigate or to obtain compliance.

D. Field Investigation

1. *Purpose.* The purposes of code enforcement field investigation are to:

- a. Verify the existence and severity of code violations;
- b. Document code violations by means of written notes, photographs, witness interviews, etc.; and
- c. Obtain supporting evidence such as photographs, measurements, names and statements of potential witnesses, etc.

2. *Coordination.* Whenever responsibility for field investigation is assigned to Code Enforcement staff other than originally assigned Code Enforcement staff, the coordination and notification described in Paragraph C (2) of this section shall occur.

3. *Preparations and Precautions Policy:* Code Enforcement staff and other assigned Development Services staff, as well as members of the public, should not be exposed to unreasonable risks of violent confrontation or injury during the course of field investigations. Code Enforcement staff and other assigned Development Services staff shall take whatever actions are reasonable and necessary to minimize the known risk of violent confrontation or injury to themselves or others in conducting their field investigations.

Procedure:

a. *Law Enforcement Assistance.* When appropriate, Code Enforcement staff or other assigned Development Services staff should contact the Sheriff's Office to determine if there have been previous criminal complaints or investigations concerning the subject property or alleged code violator, and whether, in the opinion of the Sheriff's Office, a field investigation would present any threat to the safety of Code Enforcement staff, other staff, the alleged code violator or other persons present during a field investigation. Code Enforcement staff or another assigned Development Services staff person may request law

enforcement assistance in conducting the field investigation, and may postpone such investigation until law enforcement assistance is available.

b. *Announced/Unannounced Field Visits.* At the discretion of Code Enforcement staff or other assigned Development Services staff, a field visit to the vicinity of the subject property may be conducted with or without prior notice to the property owner, occupant or alleged code violator. The determination of whether or not to give prior notice shall be made on the basis of the following criteria:

1. The nature of the alleged violation;
2. Whether or not prior notice will make detection and documentation of the alleged violation more difficult; and
3. Whether or not prior notice will unnecessarily increase the known risk of violent confrontation or injury to Code Enforcement staff or other assigned Development Services staff.

c. *Entering Upon Property or Premises Policy:* It is the County's policy that Code Enforcement staff and other assigned Development Services staff shall not enter upon private property or premises to conduct a field investigation without authority to enter.

Procedure: Code Enforcement staff may enter unposted property to seek permission to investigate on the premises. Unless permission is granted, the investigation shall be conducted from public roads or property where permission to enter has been granted. If Code Enforcement staff or other assigned Development Services staff does not have permission or other authority to enter upon property or premises, and entry upon the property or premises is necessary to conduct the investigation, Code Enforcement staff or other assigned Development Services staff shall consult with the Sheriff's Department or County Legal Counsel about obtaining a search warrant.

E. Report of Field Investigation. Upon completion of the initial investigation, Code Enforcement staff or other assigned Development Services staff shall complete a report of investigation in the Case Record. The Field Investigation Report should be completed as soon as reasonably possible after the date and time of the field visit to ensure a complete and accurate report.

1. *The report shall include at least the following information:*

- a. Name of investigator;
- b. Date, time and place of field visit;
- c. Code violation(s) observed;
- d. If no code violation(s) observed, an explanation;

- e. Witnesses, if any, interviewed and other persons present, if known, on site at the time of the investigation;
- f. Evidence, if any, obtained (e.g., photographs);
- g. Discussion, if any, of violation with owner, occupant or other responsible person;
- h. Action necessary, if known, to correct violation; and
- i. Recommended enforcement action.

2. *Complainant Notification.* Upon completion of the initial investigation, Code Enforcement staff shall notify all resident and other agency complainants of the status of complaint investigation. This notification should include information on whether a case will be opened, the reason a case will or will not be opened, and name and contact information of the staff member assigned the code enforcement case.

XI. Enforcement Procedures

A. Voluntary Compliance Policy: The primary objective of the Development Services Code Enforcement Office is voluntary compliance. Staff encourages voluntary code compliance by providing code violators and other responsible persons with information about the County Code and an opportunity to comply with the County Code within reasonable timeframes and with little or no penalty. The County believes that voluntary compliance generally is less expensive for all parties and of a more satisfactory and lasting nature than involuntary compliance. Notwithstanding this objective, the County believes that allowing Code violators the opportunity to voluntarily comply any time during code enforcement, or outside reasonable time limits for such compliance, may actually result in abuse of this opportunity in order to delay compliance. Therefore, it is the County's policy to limit the time frame during which Code violators may come into voluntary compliance with little or no penalty.

Procedure: The following procedure shall apply whenever a Code violator brings his or her property into compliance during the code enforcement process:

1. *Compliance Timing and Staff Response.*

Timing of Compliance	Disposition
After complaint/ before citation or NOV	File closed. Application of permit investigative fees where applicable.
After citation/before trial or hearing before hearings officer	Code Enforcement recommends dismissal of citation, no cost recovery, application of permit investigative fees where applicable.
At time of trial or hearing before hearings officer	Code Enforcement recommends prosecution, conviction or guilty plea, fine or civil penalty.

2. *Limited Time Frames.* Opportunities for voluntary compliance, where provided, shall be of limited duration. The facts in each case differ. Therefore, Code Enforcement staff shall consider the appropriate time frame for compliance on a case-by-case basis.

B. Pre-Enforcement Notice (PEN)

1. *Timing.* When Code Enforcement staff or other assigned Development Services staff determines there are reasonable grounds to find a violation did or does occur, based upon the information in the complaint and any field investigation, a PEN shall be sent on a standard form approved by the Development Services Director or designee in a letter or notice sent by the appropriate Development Services division staff.

2. *To Whom Sent.* A PEN shall be sent to all persons liable for the violation under Effingham County Code.

3. *How Sent.* PENs shall be sent by certified mail or by other method of delivery as approved by the Development Services Director or Designee to the best available address for the persons described in Subsection 2 above. Email may be used in addition to certified or other mail delivery options to expedite the notification process.

4. *Follow Up.* If, within 15 days of the mailing of the PEN, the liable persons have not contacted Code Enforcement staff, staff shall determine the next step in the code enforcement process, including warning and/or citation.

5. *Compliance.* If the Code Enforcement staff determines that the required corrections have been made or the liable persons have provided evidence that no violation exists, the date and method of compliance shall be noted in the Complaint Record and the case shall be resolved by file closure pursuant to section XII of this manual.

6. *Corrective Action.* In some cases, corrective action may consist of both applying for and obtaining necessary permits or approvals. In such cases, the permit or approval application alone will not be sufficient to assure compliance. The liable person must complete the

application process, including all appeals, within a reasonable time and not allow the application to expire. Once permit approval is obtained, the liable person must complete all permit conditions prior to the expiration of any permit approval.

Policy: All code violation cases shall remain open until all permit conditions and other required corrective measures are completed.

Procedure:

1. Where the required corrective action consists of both applying for and obtaining permits or approvals, Code Enforcement staff, in consultation with other appropriate Development Services staff, shall determine a reasonable time frame for applying for and obtaining the necessary permits or approvals.
2. If at any time during the process for obtaining necessary permits or approvals the alleged violator fails to meet the reasonable timelines established by Code Enforcement staff and such failure does not result from the actions of others, Code Enforcement staff shall cite the alleged violator pursuant to Paragraph C of this section.
3. If the alleged code violator is not granted the necessary permits or approvals, Code Enforcement staff shall cite the alleged violator pursuant to Paragraph C of this section unless a lender has begun foreclosure proceedings and, in the opinion of Code Compliance staff, is likely to address the violation within a reasonable time after the foreclosure.

C . Citation and Complaint.

1. *Non-Compliance.* Where voluntary compliance cannot be obtained by Code Enforcement within a reasonable timeframe, staff may cause a citation to issue or may issue a Notice of Violation and Proposed Civil Penalty (NOV) and initiate administrative enforcement hearing proceedings in accordance with County Code.
2. *Investigation Required.* No citation to Magistrate court or NOV shall be prepared unless and until an investigation has verified the existence of a Code violation.
3. *Form.* All citations to Magistrate court shall be on a uniform citation and be accompanied by a copy of the investigative report.
4. *Issuance of Citation.* Any person authorized by County Code may issue a citation or NOV. The person issuing the citation or NOV must verify the conduct or circumstances constituting a violation.
5. *Service.* All citations to Magistrate court shall be served by hand to violators.
6. *Setting Arraignment/Administrative Hearings.* For citations to Magistrate court, the officer serving the citation shall set the date for arraignment no sooner than thirty (30) days from citation date.
7. *Arraignment in Magistrate Court*
 - a. *Purposes:* The purposes of arraignment are to:

1. Allow the defendant to enter a plea to the citation;
2. Resolve any jurisdictional issues;
3. Set a trial date if the plea is not guilty; and
4. If the plea is guilty, allow the defendant and other County Code Enforcement staff the opportunity to provide information to the court regarding penalties and related matters.
 - b. *Appearance by County Legal Counsel.* County Legal Counsel shall not represent the County at arraignment. If the defendant fails to appear at arraignment, Code Enforcement staff may request that the court enter a default judgment in favor of the County and impose penalties against the defendant.
8. *Trial.* If the defendant pleads not guilty to the allegations in the citation, Code Enforcement staff shall proceed with the presentation of the case in Magistrate Court.
 - a. *Burden of Proof.* The County has the burden of proving at trial, by a preponderance of the evidence not beyond reasonable doubt, the allegations in the citation.
 - b. *Responsibility of Code Enforcement Staff.* At trial, the responsibility of Code Enforcement staff is to prosecute the case by presenting evidence, calling witnesses and offering any relevant documents and other exhibits in support of the citation.
9. *Fines*
 - a. *Schedule.* The schedule of maximum fines for County Code violations is set forth by both county code and the Magistrate Court.
 - b. *Amount.* If the defendant is convicted, Code Enforcement staff shall request that the court impose a fine in an amount consistent with the County Code.
10. *Suspension of Fines.* The Magistrate Court has authority to suspend the imposition of all or a portion of a fine. In some cases, the court may wish to suspend imposition of a fine or a part thereof on the condition that the defendant comply with County Code within a specified time period.
 - a. *Policy:* It is the County's policy to increase the effectiveness of code enforcement activity and the incentives for code compliance by discouraging any suspension of fines in County Code violation cases.
 - b. *Procedure:* If a defendant is convicted, Code Enforcement staff shall advise the court of the County's policy against fine suspension and shall ask the court not to suspend imposition of fines.
11. *Collection and Distribution of Fines.* Fines imposed by the Magistrate court for County Code violations are collected by the Magistrate Court Administrator and are remitted in part to the County.

D. Injunctions

Policy: Code Enforcement staff shall seek injunctions from the court in cases where other methods of code enforcement may be inadequate or have been unsuccessful.

Procedure:

1. *When Sought.* Code Enforcement staff may request County Legal Counsel to obtain/coordinate injunctions in any case in which:
 - a. Code violation(s) present an imminent threat to the public life, health and safety or to the environment; or
 - b. Code violations have not been corrected within a reasonable time after a defendant was found by the court or County Hearings Officer to be guilty of a code violation.
2. *By Whom.* Code Enforcement staff may request that the court order injunctive relief and/or abatement as part of the penalty in a code enforcement proceeding. Alternatively, County Legal Counsel may initiate a separate legal action for injunctive relief and/or abatement of a violation.
3. *How Enforced.* After issuance of an injunction, if the defendant fails to comply within the time period specified in the injunction, the Sheriff's Office or CDD staff shall request that County Legal Counsel initiate civil contempt proceedings against the defendant.

E. Permit Revocation

Policy: To maximize code compliance, the County shall revoke permits and approvals to the extent authorized by law in appropriate cases. Revocation of permits are particularly appropriate in cases in which corrective action may not be effective in bringing the subject property into code compliance due to the nature of the violation and the deliberateness of the code violator's actions in violating the Code.

Procedure:

1. *Report to Code Enforcement Staff.* If the County staff responsible for monitoring and/or reviewing a particular type of permit determines that the conditions or requirements of a permit or approval have not been met, that staff member shall inform Code Enforcement staff of such violation, and Code Enforcement staff shall enter the information in the code enforcement electronic files.
2. *Revocation Procedure.* The County staff responsible for monitoring and/or reviewing a particular type of permit shall determine whether to undertake permit revocation proceedings as authorized under the applicable County Code provisions. The following factors shall be considered:
 - a. Whether the criteria for permit revocation set forth in the applicable County Code provisions exist;

- b. The severity of the deviation from the permit or approval requirements or conditions;
- c. The deliberateness of the deviation from the permit or approval requirements or conditions; and
- d. Whether compliance can be achieved more effectively through other code enforcement methods.

F. Nuisance Abatement. Various violations in county code qualify under standards of “public nuisance”. These various codes have different methods and steps to initiate abatement procedures. Code Enforcement personnel shall consult with the Director of Development Services and county legal counsel to pursue these matters.

Policy: County Code violations constituting public nuisances may be abated pursuant to steps required of the Code and within available resources.

Procedure: When County staff discovers or receives a verified complaint of a code violation that may constitute a "public nuisance," staff shall provide the information to Code Enforcement staff who shall enter the information into the code enforcement file. Code Enforcement staff or other assigned Development Services staff may consult County Legal Counsel to initiate nuisance abatement proceedings.

G. Dangerous Building Abatement. Chapter 8.7 of the Code authorizes the abatement of buildings containing violations rendering them "dangerous buildings" as defined in the Code.

Policy: County Code violations that may render a structure a "dangerous building" shall be abated pursuant to Chapter 8.7 of the Code and within available resources.

Procedure: When Code Enforcement staff or other Development Services staff discovers or receives a verified complaint of code violations in a structure that may render the structure a "dangerous building," the staff shall provide the information to Code Enforcement staff, who shall enter in the information into a Complaint Record. The Effingham County Building Official (hereafter "building official") shall be notified and shall promptly consult with County Legal Counsel to initiate abatement proceedings under chapter 8.7 of the code.

H. Assisting Enforcement by Other Regulatory/Licensing Agencies. In some cases, County Code violations also may constitute violations of federal and/or state statutes or administrative rule. For example, surface mining without County land use approval may also violate state statutes and administrative rules governing mining, and performing building construction without necessary permits may also constitute violations of state statutes and administrative rules governing the conduct of licensed contractors.

Policy: To maximize code enforcement and the incentives for compliance, County staff shall promptly advise the appropriate federal and/or state agency of County Code violations reported or discovered that may also violate the statutes or administrative rules of that agency. The County shall also cooperate with federal or state agencies, to the

extent authorized or required by law or by intergovernmental agreement, to obtain voluntary compliance or to punish violations. The County may defer investigation and prosecution to the appropriate federal or state agency in cases in which, as determined by the Director of Development Services or designee, the federal or state agency enforcement procedure will result in more effective correction of the violation(s).

Procedure:

1. *Reporting.* Whenever County staff discovers or receives a verified complaint regarding a County Code violation that may also constitute a violation of federal or state statute or administrative rule, the staff shall advise the appropriate federal or state agency.
2. *Cooperation.* To the extent authorized or required by law or by intergovernmental agreement, County staff shall cooperate with the federal or state agency to obtain voluntary compliance or to prosecute and punish violations. That cooperation may include sharing information, conducting joint investigations, appearing as witnesses and/or providing evidence in enforcement proceedings, and coordinating the timing of investigations and/or enforcement proceedings to maximize their effectiveness.
3. *Deferral to Other Agency.* The County may defer some or all code enforcement to a federal or state agency, and forego County Code enforcement, where the Board, Director of Development Services or the Director's designee determines that the federal or state enforcement activity will be more effective than County Code enforcement. In making the determination to defer to other agencies, the following factors shall be considered:
 - a. The nature of the violation and necessary corrective action;
 - b. The comparative severity of the penalties available to the federal or state agency and to the County; and
 - c. The comparative time frames required for enforcement by the federal or state agency and by the County.

I. Liens. In many cases, the most effective way for the County to recover its code enforcement costs, as well as to collect any civil penalties assessed through administrative hearings, is to file a legal claim for those costs or penalties against the property subject to code enforcement, or against other property owned by the code violator.

Procedure: In the appropriate cases, the County staff will explore with County Legal Counsel the means by which liens may be placed against the real property of the code violator for the collection of code enforcement costs and civil penalties assessed through County administrative hearings.

XII. Resolution of Code Complaints

Policy: It is the County's policy to attempt to reach final, satisfactory resolution of all code violation complaints. However, the County recognizes that not all complaints may be resolved successfully, due to factors outside the County's control. These factors can include the indigence of the code violator, the lack of County or other resources to assist the violator, statutory limitations on potential fines or other penalties for code violations, and the large number of complaints to be resolved. Therefore, the County shall focus its code enforcement resources on the code violations that meet the priorities set forth in Section V of this manual, and attempt to resolve those violations within a reasonable period. It is the County's policy not to close a case until it is resolved.

Procedure:

A. *File Closure.* A code violation complaint will be resolved by file closure in the following cases:

1. When no code violation is found after investigation;
2. After there is voluntary compliance;
3. After the property owner and/or other responsible person has been found guilty of a violation and has corrected the violation(s);
4. After an injunction has been issued and the property owner or other responsible person has corrected the violation(s);
5. After investigation and prosecution of the violation(s) have been completed by a federal or state agency to which the County deferred code enforcement;
6. When the property on which the violation exists is sold or transferred and a new Code Enforcement case is opened in the name of the new owner.

B. *Notice of Resolution.* The County shall notify complainant when the complaint is resolved, describing the resolution.

C. *Alternate Methods of Resolution.* The County may explore alternate methods to resolve Code violations including mediation.

XIII. AMMENDMENTS

This manual may be amended when deemed necessary by the Director of Development Services or designee, County Manager, or the Board. Amendments may be proposed by County staff, Board members and other interested persons.

Staff Report

Subject: Approval of Contract 23-ITB-054 with Lavender & Associates, Inc. for the Effingham Gym Expansion

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: EMA/Recreation

Meeting Date: April 2, 2024

Item Description: Contract 23-ITB-054 with Lavender & Associates, Inc. for the Effingham Gym Expansion

Summary Recommendation: Staff recommends approval of Contract 23-ITB-054 with Lavender & Associates, Inc. for the Effingham Gym Expansion

Executive Summary/Background:

- An ITB was published seeking bids for the Effingham County Gym Expansion which would provide office space for the Recreation Department and EMA. Hussey, Gay, and Bell is the design engineer on this project with Albeck Group serving in a Program Management capacity.
- Three submittals were received:
 - Lavender & Associates - \$3,900,300.00
 - Paul S. Akins Company - \$4,069,550.00
 - McWright, LLC - \$4,081,450.00
- The bids have been reviewed by Staff, HGB Staff, and Albeck Group and all are in agreement to award to Lavender & Associates.

Alternatives for Commission to Consider

1. Approval of Contract 23-ITB-054 with Lavender & Associates, Inc. for the Effingham Gym Expansion in the amount of \$3,900,300.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: PCPM, T&H, County Engineer, Albeck Group

Funding Source: SPLOST

Attachments:

1. Contract 23-ITB-054
2. Tabulations
3. HGB Recommendation Letter

INVITATION FOR BID
23-ITB-054
EFFINGHAM COUNTY GYM EXPANSION



Effingham County
804 S Laurel Street
Springfield, GA 31329

Effingham County
INVITATION FOR BID

23-ITB-054

Effingham County Gym Expansion

I. AGREEMENT

Attachments:

A - Lavender Tabulation

1. AGREEMENT

1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-ITB-054 Effingham County Gym Expansion

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and Lavender & Associates, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

1.2. Article 1 - WORK

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

This project consists of the construction of two additions to the existing CEM Gymnasium. The north addition is approximately 6,900 SF and will house the County Emergency Operations Department. The south addition is approximately 5,300 SF and will house the County Recreation Department. The structure of the additions is loads-bearing CMU and light gauge metal stud trusses. The roofing is standing seam metal to match existing. The exterior veneer is masonry to match existing. The north EOC addition, and a portion of the existing gymnasium will be on a generator. Associated sitework is also included. The existing gym must remain open and operational during construction.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-ITB-054, Effingham County Gym Expansion

1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department’s Consultant, Hussey, Gay, Bell & DeYoung , which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4. Article 3 - CONTRACT TIMES

3.01. Time of the Essence

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

3.02. Days to Achieve Completion and Final Payment

The Work will be completed within 300 days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$3,900,300.00, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-ITB-054.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments

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

6.02. Progress Payments; Retainage

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

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

a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03. Final Payment

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

1.8. Article 7 - INTEREST

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

1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS

8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.10. Article 9 - CONTRACT DOCUMENTS

9.01. *Contents*

A. The Contract Documents consist of the following:

1. This Agreement, all pages inclusive
2. General Conditions, as listed in 23-ITB-054 document
3. Supplemental Conditions, as listed in 23-ITB-054 document
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda numbers 1 to 3, inclusive
6. Exhibits to this Agreement (enumerated as follows):

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

1.11. Article 10 - COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

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

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a

result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

1.12. Article 11 - INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

1.13. Article 12 - INDEPENDENT CONTRACTOR

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

1.14. Article 13 - MISCELLANEOUS

13.01. Terms

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

13.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03. Successors and Assigns

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

13.04. Severability

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

13.05. Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to

influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____
Title: Chairman

Attest: _____
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

CONTRACTOR:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

				Lavender & Associates, Inc.	
Line Item	Description	Quantity	UOM	Unit Cost	Total
1	EOC Addition	1	LS	\$1,584,000.00	\$1,584,000.00
2	Recreation Addition	1	LS	\$1,822,000.00	\$1,822,000.00
3	Site Work	1	LS	\$475,000.00	\$475,000.00
4	Allowance No. 1: Quantity Allowance: Include 100	100	CY	\$45.00	\$4,500.00
5	Allowance No. 2: Quantity Allowance: Include 100	100	CY	\$48.00	\$4,800.00
6	Allowance No. 3: Quantity Allowance: Include 50 cu.	50	CY	\$200.00	\$10,000.00
Total					\$3,900,300.00



MEMORANDUM

TO: ALISON M. BURTON, EFFINGHAM COUNTY
FROM: ROBERT ARMSTRONG, AIA, HGB
RE: CLARENCE E. MORGAN GYM ADDITION, BID RECOMMENDATION
DATE: 15 MARCH 2024
CC: THOMAS KEANE, FILE

Bids were received for the above referenced project on 3-14-2024 via the County's procurement website. Bids were submitted by the following General Contractors; Lavender and Assoc., Paul S. Akins Company, and McWright, LLC. The bid proposal included the base bid, three unit-cost allowances, and the number of calendar days to reach Substantial Completion. The breakdown is as follows.

Table with 5 columns: BIDDER, BASE BID, ALLOWANCES, TOTALS, CALENDAR DAYS. Rows include Lavender, Akins, and McWright with their respective bid amounts and calendar days.

Lavender is the apparent low bidder and has the least number of calendar days. Assuming all the other bid documents have been provided and are acceptable, we recommend award to Lavender.

Please let us know if you have any questions.

THANK YOU



Effingham County
Purchasing
 Alison Bruton, Purchasing Agent
 804 S Laurel Street, Springfield, GA 31329

EVALUATION TABULATION
 ITB No. 23-ITB-054
Effingham County Gym Expansion
 RESPONSE DEADLINE: March 14, 2024 at 2:00 pm
 Report Generated: Friday, March 22, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Lavender & Associates, Inc.	\$3,900,300.00
Paul S. Akins Company, Inc.	\$4,069,550.00
McWright LLC	\$4,081,450.00

BASE BID, EXCLUDING ALLOWANCES:

Base Bid, excluding allowances:					Lavender & Associates, Inc.		McWright LLC		Paul S. Akins Company, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	EOC Addition	1	LS	\$1,584,000.00	\$1,584,000.00	\$2,134,900.00	\$2,134,900.00	\$2,127,750.00	\$2,127,750.00
X	2	Recreation Addition	1	LS	\$1,822,000.00	\$1,822,000.00	\$1,652,100.00	\$1,652,100.00	\$1,629,750.00	\$1,629,750.00
X	3	Site Work	1	LS	\$475,000.00	\$475,000.00	\$282,000.00	\$282,000.00	\$300,650.00	\$300,650.00
Total						\$3,881,000.00		\$4,069,000.00		\$4,058,150.00

ALLOWANCE BREAKDOWN

EVALUATION TABULATION
 ITB No. 23-ITB-054
 Effingham County Gym Expansion

Item XII. 5.

Selected	Line Item	Allowance Breakdown			Lavender & Associates, Inc.		McWright LLC		Paul S. Akins Company, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Allowance No. 1: Quantity Allowance: Include 100 cu. yd. of unsatisfactory soil excavation and disposal off-site, as specified in Section 312000, and Geotechnical Engineering Report. This allowance is in addition to the amount of cut and fill indicated in the drawings.	100	CY	\$45.00	\$4,500.00	\$28.00	\$2,800.00	\$26.00	\$2,600.00
X	2	Allowance No. 2: Quantity Allowance: Include 100 cu. yd. of structural fill soil material from off site, as specified in Section 312000, and in Geotechnical Engineering Report. This allowance is in addition to the amount of cut and fill indicated in the drawings.	100	CY	\$48.00	\$4,800.00	\$34.00	\$3,400.00	\$33.00	\$3,300.00

EVALUATION TABULATION
 ITB No. 23-ITB-054
 Effingham County Gym Expansion

Selected	Line Item	Allowance Breakdown			Lavender & Associates, Inc.		McWright LLC		Paul S. Akins Company, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Allowance No. 3: Quantity Allowance: Include 50 cu. yd. of stone fill soil material from off site, as specified in Section 312000, and in Geotechnical Engineering Report. This allowance is in addition to the amount of cut and fill indicated in the drawings.	50	CY	\$200.00	\$10,000.00	\$125.00	\$6,250.00	\$110.00	\$5,500.00
Total						\$19,300.00		\$12,450.00		\$11,400.00

INVITATION FOR BID

23-ITB-054

EFFINGHAM COUNTY GYM EXPANSION



Effingham County
804 S Laurel Street
Springfield, GA 31329

Effingham County
INVITATION FOR BID

23-ITB-054

Effingham County Gym Expansion

I. AGREEMENT

Attachments:

A - Lavender Tabulation

1. AGREEMENT

1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-ITB-054 Effingham County Gym Expansion

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and Lavender & Associates, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

1.2. Article 1 - WORK

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

This project consists of the construction of two additions to the existing CEM Gymnasium. The north addition is approximately 6,900 SF and will house the County Emergency Operations Department. The south addition is approximately 5,300 SF and will house the County Recreation Department. The structure of the additions is loads-bearing CMU and light gauge metal stud trusses. The roofing is standing seam metal to match existing. The exterior veneer is masonry to match existing. The north EOC addition, and a portion of the existing gymnasium will be on a generator. Associated sitework is also included. The existing gym must remain open and operational during construction.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-ITB-054, Effingham County Gym Expansion

1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department’s Consultant, Hussey, Gay, Bell & DeYoung , which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4. Article 3 - CONTRACT TIMES

3.01. Time of the Essence

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

3.02. Days to Achieve Completion and Final Payment

The Work will be completed within 300 days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$3,900,300.00, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-ITB-054.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments

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

6.02. Progress Payments; Retainage

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

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

a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03. Final Payment

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

1.8. Article 7 - INTEREST

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

1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS

8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.10. Article 9 - CONTRACT DOCUMENTS

9.01. *Contents*

A. The Contract Documents consist of the following:

1. This Agreement, all pages inclusive
2. General Conditions, as listed in 23-ITB-054 document
3. Supplemental Conditions, as listed in 23-ITB-054 document
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda numbers 1 to 3, inclusive
6. Exhibits to this Agreement (enumerated as follows):

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

1.11. Article 10 - COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

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

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result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

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13.01. Terms

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

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____
Title: Chairman

Attest: _____
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

CONTRACTOR:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

Staff Report

Subject: Approval of Termination of Lease Agreement with the Meldrim Community Civics Club, Inc.

Author: Alison Bruton, Procurement and Capital Projects Manager

Department:

Meeting Date: April 2, 2024

Item Description: Termination of Lease Agreement with the Meldrim Community Civics Club, Inc.

Summary Recommendation: Staff recommends approval of the Termination of Lease Agreement with the Meldrim Community Civics Club, Inc.

Executive Summary/Background:

- January 6, 1998, Effingham County Board of Commissioners entered into a lease agreement with the Meldrim Community Civics Club, Inc. for the Meldrim Park property. Due to Effingham County's future improvements plans for the property, the Meldrim Group has agreed to terminate their lease agreement.
- This has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of Termination of Lease Agreement with the Meldrim Community Civics Club, Inc.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Attorney, County Manager, Parks & Landscaping, PCPM

Funding Source: None

Attachments: Termination of Lease Agreement and Original Lease.

STATE OF GEORGIA
COUNTY OF EFFINGHAM

TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement (hereinafter referred to as "Agreement") is made and entered into this 5th day of March, 2023⁴⁰³¹⁰ by and between Meldrim Community Civics Club, Inc. (hereinafter referred to as "Meldrim") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County and Meldrim entered into a Lease Agreement on January 6, 1998, (hereinafter referred to as the "Lease") for the property known as 1.35 acres, more or less, and further described in the Lease attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, it is the desire of the County and Meldrim to terminate the Lease and release each other from all rights and obligations provided therein as of the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the County and Meldrim, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Meldrim hereto agree that the Lease Agreement is terminated, and all rights and liabilities provided therein shall be extinguished and of no further force and effect as of the date hereof.

Further, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

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

MELDRIM COMMUNITY CIVICS CLUB, INC.

BY: *Chelsea B. Harvey* L.S.
Sign Name

Chelsea B. Harvey
Print Name

ITS: CEO/or Authorized Agent

ATTESTED TO

BY: *Garin Jackson* L.S.
Sign Name

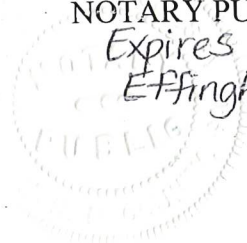
Garin Jackson
Print Name

ITS: Secretary/or Authorized Agent

Signed, sealed and delivered this
5th day of March, 2020, in
the presence of:

[Signature]
WITNESS

Delwac K. Oglesby
NOTARY PUBLIC
Expires 1-23-28
Effingham County



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

By: _____
Wesley Corbitt
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this
____ day of _____, 2023, in
the presence of:

WITNESS

NOTARY PUBLIC

STATE OF GEORGIA
EFFINGHAM COUNTY

LEASE AGREEMENT

This lease made and entered into this 6th day of January, 1998, by and between the Board of Commissioners of Effingham County, Georgia, a political subdivision of the State of Georgia ("the County," herein), and the Meldrim Community Civics Club, Inc., a not-for-profit eleemosynary corporation organized and existing under the laws of the State of Georgia, hereinafter called "Lessee,"

W I T N E S S E T H:

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. The County hereby leases to Lessee the premises described as follows:

All that certain tract or parcel of land situate, lying and being in the Town of Meldrim, in Effingham County, Georgia, containing 1.35 acres, more or less, and being more particularly described and delineated upon a boundary map of a transit survey of said lands made and prepared under the direction of and certified by Robert L. Cubbedge, Georgia Registered surveyor No. 1676, under date of May 30, 1975, a copy of which map is filed in the Office of the clerk of the superior court of Effingham County, Georgia, reference to which is hereby expressly made for a more full and complete description of said land hereby demised, and being the lands conveyed by Deed of Gift from Union Camp Corporation to the County dated July 31, 1975.

2. Lessee shall pay to the County as rental for the use of the said premises during the term of this lease, the sum of one dollar (\$1.00) annually, payable on or before the first day of November of each year, beginning November 1, 1997. Said payment shall be made to the County Clerk of Effingham County.

3. The term of this lease shall be for a period of one hundred (100) years commencing on the date hereof.

4. Lessee agrees that the leased premises shall be used by

Lessee exclusively as a non-profit public community recreational area and for no other purpose. Such use shall conform to applicable county ordinances and state and federal laws, and no other usage of the premises shall be allowed. Lessee shall not, in using the demised premises, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin.

5. Upon termination of this lease, Lessee shall within three (3) months thereafter at its expense remove from the lands subject hereto any improvements such as playground equipment, benches, tables, buildings and structures. Any improvements which shall remain thereon at the end of such three-month period shall inure to and become the property of the County.

6. Lessee shall not cut or remove or permit to be cut and removed any merchantable trees or timber growing, lying or being on the demised premises. No unnecessary fires shall be set upon said premises and if any fire is set, it shall not be left untended.

7. Lessee shall be responsible for and keep the said premises in a proper state of cleanliness and general good appearance. Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the premises, and shall be responsible for removal of all garbage, refuse, debris, and other discarded material from the leased premises. Lessee covenants at all times to maintain such premises in a safe and careful manner.

8. No supplement or modification hereof shall be effective unless in writing and signed by each of the parties hereto. This agreement shall not be assigned by Lessee without the written consent of the County nor shall Lessee have the right to sublet the property either in whole or in part without the written consent of the County.

9. Any taxes levied on Lessee's improvements on said lands, or upon this agreement itself shall be paid by Lessee, unless Lessee is legally determined to be exempt from such taxation.

10. The County agrees to indemnify and hold Lessee harmless from any loss, damage, liability, or expense arising from damages (including personal injury, death or property damage to any person, including Lessee's members, guests, visitors, licensees, contractors, agents, servants and employees) other than damages resulting from any intentional act done by or through Lessee, its agents, employees, or invitees.

11. This lease is granted expressly subject to the condition that the demised premises shall be used by Lessee only for purposes necessary and incidental to the use thereof as a

community recreation area. In the event said lands are put to any uses by Lessee other than those herein provided, or should said lands cease to be used for such purposes and the nonuse continue for a period of three (3) consecutive calendar months, then and upon the happening of either of said events, the County may, at its option, cancel this agreement and thereafter all rights and privileges of Lessee hereunder shall cease and determine.

12. In the event of the failure of Lessee to pay the rent herein provided promptly when due, or if Lessee shall fail to comply with any of the other terms, covenants or conditions of this lease, for a period of thirty (30) days after notice from the County, or if the premises be vacated or abandoned, then in any such event this lease shall terminate, at the option of the County, and the County may re-enter the premises and take possession thereof, with or without legal process and without notice or demand, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

13. Lessee agrees to furnish to the County a list of its officers and directors for each current year. The list must be furnished to the County Clerk on or before the first day of November of each year during the term hereof.

14. Any building or structure to be placed on the demised premises by Lessee, and any alterations to the premises, shall be made only according to plans and specifications that first shall have been approved in writing by the County, which approval shall not be withheld unreasonably if such alterations, buildings or structures are reasonably related to the use of said premises as provided herein.

15. If at any time Lessee ceases to exist and operate as an eleemosynary or not-for-profit corporation then this lease shall become null and void.

16. Lessee shall not put upon, or permit to be put upon, any part of the premises, any signs, billboards, or advertisements whatsoever, without the prior written approval of the County, other than a sign denoting the name and use of the premises.

17. The rights and remedies of the County under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by the County of any breach or breaches, default or defaults, of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by the County of any installment of rent,

subsequent to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by the County after the termination of this lease shall reinstate, continue, or extend said lease.

18. This agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the County and Lessee after the date hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals, as of the day and year first above written.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: Jimmy A. Smith

Attest: Sandra Andrews
County Clerk

MELDRIM COMMUNITY CIVICS CLUB, INC.

By: Janita A. Scott
President

Witness: Debi Oglesby
Secretary

Staff Report

Subject: Ratification of Approval of Change Order 2 for Peek Pavement for the LMIG SAP Project

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Public Works

Meeting Date: April 2, 2024

Item Description: Change Order for Peek Pavement for the LMIG SAP Project

Summary Recommendation: Staff recommends Approval of the Change Order for Peek Pavement for the LMIG SAP Project

Executive Summary/Background:

- Staff published an invitation to bid for the 2023 LMIG SAP Roadway Restriping & Signage which included sections of Long Landing Road, Rahn Station Road, Courthouse Road, Shawnee Egypt Road, Midland Road, and an Alternate.
- Only one submittal was received and that was Peek Pavement Marking, LLC.
- Change Order 1 was approved to remove the flashing beacon signs due to vendor pricing increases associated with the alternative options and quantity selected which decreased the contract amount by **-\$58,000**.
- Change Order 2 has been requested by staff to add striping Old Augusta Rd Central from Ebenezer to the gate for the power plant for \$5,605.00.

Alternatives for Commission to Consider

1. Ratification of Approval of the Change Order 2 for Peek Pavement for the LMIG SAP Project in the amount of \$5,605.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Public Works, County Manager, P/CP

Funding Source: LMIG SAP

Attachments: Change Order Form, Peek Pavement Agreement

Change Order # 2

Project: 23-REQ-0372023 LMIG SAP Roadway Restriping & Signage

Contract Date: December 5th, 2023

Change Order Effective Date: March 22, 2024

Change Order Issued to: Peek Pavement Marking, LLC
4600 Peek Industrial Drive
Columbus, GA 31909

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

ITEM NO.	DESCRIPTION	UNIT S	BID QTY	Unit Price	Total
	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
652-5451	SOLID TRAFFIC STRIPE, 5IN. WHITE	LF	13,200	\$0.17	\$2,244
652-5452	SOLID TRAFFIC STRIPE, 5IN. YELLOW	LF	10,500	\$0.17	\$1,785
652-6502	SKIP TRAFFIC STRIPE, 5IN. YELLOW	LF	3,150	\$0.12	\$378
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN. WHITE	LF	22	\$9.00	\$198
	TOTAL				

The original Contract Sum was.....\$ 225,163.84

Net change by previously authorized Change Orders.....-\$ 58,000.00

The Contract Sum prior to this Change Order was.....\$167,163.84

The Contract Sum will be increased by this Change Order.....\$ 5,605.00

The new Contract Sum including this Change Order will be.....\$ 172,768.84

The Contract Time will be increased by 0 days

The Time allowed for completion is therefore _____

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

Contractor
Peek Pavement Marking, LLC
4600 Peek Industrial Drive
Columbus, GA 31909

By: 

By: 

Date: 3/22/2024

Date: 3/18/2024

Staff Report

Subject: Approval of the Solid Waste Management Plan as completed by Alliance Consulting Engineers

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Solid Waste

Meeting Date: April 2, 2024

Item Description: Solid Waste Management Plan

Summary Recommendation: Staff recommends Approval of the Solid Waste Management Plan as completed by Alliance Consulting Engineers

Executive Summary/Background:

- The Solid Waste Management Plan was prepared through an active effort between Effingham County, City of Guyton, Rincon, and Springfield staff, and Alliance Consulting Engineers.
- As required by the Solid Waste Management Act, the plan addresses the following core elements: waste disposal stream analysis, waste reduction, collection, disposal, land limitation, education and public involvement, and an implementation schedule. The Plan will specifically address:
 1. An adequate collection and disposal capacity;
 2. Enumerate the solid waste handling facilities as to size and type; and
 3. Identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors.

Alternatives for Commission to Consider

1. Approval of the Solid Waste Management Plan as completed by Alliance Consulting Engineers
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Engineer

Funding Source:

Attachments: Solid Waste Management Plan

EFFINGHAM COUNTY SOLID WASTE MANAGEMENT PLAN



Prepared For:
Effingham County

June 2021



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Effingham County

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Appendix A – 10-Year Capacity Assurance Letter



I. INTRODUCTION

The Effingham County Solid Waste Management Plan was prepared through an active and cooperative effort of the elected officials and staff of Effingham County, the City of Guyton, the City of Rincon, and the City of Springfield. The Solid Waste Management Plan for Effingham County and its three (3) incorporated municipalities of Guyton, Rincon, and Springfield is a result of the Georgia comprehensive Solid Waste Management Act of 1990. Effingham County and the Cities of Guyton, Rincon, and Springfield first worked to implement a multi-jurisdictional solid waste plan in June of 1993. In August of 1999, the County and Cities amended the plan by adopting a Short-Term Work Plan Update, Implementation Strategy, and a Report of Accomplishments. The plan was then updated to cover the period from 2007 to 2016.

As required by the Solid Waste Management Act, the plan addresses the following core elements: waste disposal stream analysis, waste reduction, collection, disposal, land limitation, education and public involvement, and an implementation schedule. The Plan will specifically address:

1. An adequate collection and disposal capacity;
2. Enumerate the solid waste handling facilities as to size and type; and
3. Identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors.

A. LOCATION

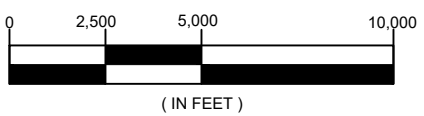
Effingham County is located in southeastern Georgia and is comprised of approximately 483 square miles with a population of 64,296 (2019 Estimate). The County is bordered to the north by Screven County, to the west by Bulloch County, to the south by Bryan and Chatham Counties; and the Savannah River creates the state border to South Carolina to the east. Municipalities within the County include the City of Rincon, City of Guyton, and the City of Springfield. Exhibit A –County Overview Map illustrates that Interstate 16 traverses across the southwestern boundary of Effingham County and that GA Highway 21, GA Highway 17, and GA Highway 119 are the major highways that serve Effingham County.



NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

Documents prepared or furnished by Alliance Consulting Engineers, Inc. are instruments of service, and Alliance Consulting Engineers, Inc. retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed.

EXHIBIT A



County Overview Map Solid Waste Management Plan Effingham County, Georgia



Project No.: 21118-2051
April 23, 2021

Prepared by
Alliance Consulting Engineers, Inc.



Effingham County

B. TOPOGRAPHIC INFORMATION

The topography of Effingham County is relatively flat, making it well suited to a variety of land uses. The County is bordered by the Savannah River on the East and the Ogeechee River on the west, creating slight sloping of land in these areas near the rivers. The United States Geological Survey (USGS) 7.5 Minute Quadrangle Map of Effingham County in Exhibit B – Topographic Map illustrates that the maximum elevation is approximately 137 feet above mean sea level (msl) in the north central portion of the county and the minimum elevation is approximately five (5) feet above msl in the southern portion of the county along the Savannah River.

C. POPULATION AND TRENDS

Population and economic growth are major factors affecting solid waste management and the facilities required to meet public demand for disposal and recycling. The US Census Bureau estimated Effingham County’s population as 64,296 (July 1, 2019) with a percent population change from April 1, 2010 to July 1, 2019 of approximately 23%. The US Census Bureau estimates there are 21,172 households (2015 – 2019), with 23,996 housing units (July 1, 2019). Effingham County’s Population growth is anticipated to be from new residents as Effingham County has very few seasonal workers.

Table 1: Population Change for Effingham County Municipalities			
Place	2010	2019	% Change
City of Rincon	8,916	10,361	16%
City of Guyton	1,684	2,226	32%
City of Springfield	2,852	4,084	43%
Unincorporated Effingham County	38,798	47,625	23%
Total	52,250	64,296	23%

Sources: 1. “Population 1950-2000 Estimates for Counties and Incorporated Places,” US Census Bureau
2. Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2018, US Census Bureau

The US Census Bureau produces July 1st population estimates for each year after the last published decennial census, as well as past decades. These population estimates are used to project the population of a given area for future years. It must be noted that these projections of future population are based solely on census data and do not reflect



SCREVEN COUNTY

SOUTH CAROLINA

CITY OF SPRINGFIELD

CITY OF GUYTON

CITY OF RINCON

BULLOCH COUNTY

BRYAN COUNTY

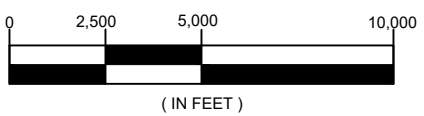
SAVANNAH INTERNATIONAL AIRPORT

CHATHAM COUNTY

NOTE: TOPOGRAPHIC INFORMATION FROM USGS 7.5 MINUTE QUADRANGLE MAP FROM USDA / NRCS GEOSPATIAL GATEWAY DATED 2002

Documents prepared or furnished by Alliance Consulting Engineers, Inc. are instruments of service, and Alliance Consulting Engineers, Inc. retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed.

EXHIBIT B



Topographic Map Solid Waste Management Plan Effingham County, Georgia



Project No.: 21118-2051
April 15, 2021

Prepared by
Alliance Consulting Engineers, Inc.



Effingham County

characteristics such as fertility, mortality, or migration of the actual population within the county. As illustrated in Table 2, according to the Georgia Governor’s Office of Planning and Budget, the County’s population will increase from 64,296 in 2019 to 86,640 in 2031 (approximately + 35%) and to 105,378 in 2041 (approximately + 64%).

Table 2: Effingham County Population Projections (2019 – 2041)	
Year	Population
2019	64,296
2020	65,869
2021	67,443
2022	69,017
2023	70,585
2024	72,158
2025	74,425
2026	76,692
2027	78,944
2028	81,214
2029	83,474
2030	85,054
2031	86,640
2032	88,228
2033	89,823
2034	91,400
2035	93,445
2036	95,485
2037	97,536
2038	99,569
2039	101,608
2040	103,498
2041	105,378

Source: Governor’s Office of Planning and Budget, Series 2020

Based upon the current population trends in the County, it is expected that the largest area of growth in the County will be in the municipalities located within the County and their surrounding areas. As a result, the County should see an increase in its municipal solid waste stream from these areas. Projected waste stream generation numbers will be discussed in Section II – Waste Disposal Stream Analysis.



Effingham County

D. LAND USE

Land use is an important characteristic to be evaluated in the development and implementation of a Solid Waste Management Plan. The concentration of population in different areas throughout the County directly affects the collection and transportation of solid waste and recyclables. Effingham County is located in the Southeastern region of Georgia. The total area, both land and water, is approximately 483 square miles. While the County is experiencing significant urban growth, land use is primarily agricultural and wooded. The Effingham County Zoning Ordinance restricts land use to the uses outlined in the Code of Ordinances for Effingham County, Georgia. Current and future land use are subject to the boundaries and can be used to provide insight on the overall land use of the County. The Effingham County Zoning Map, approved February 7, 2013 indicates the following land use distribution throughout the unincorporated areas of Effingham County:

Table 3: Zoning District Distribution	
Zoning District	Zoning Percentages (%)
Agricultural Residential Districts (AR-1)	86.523
Agricultural Residential Districts (AR-2)	1.933
Single Family Residential Districts (R-1)	2.885
Single-Family Residential District (R-1A)	0.014
Two-Family Residential Districts (R-2)	0.072
Multifamily Residential Districts (R-3)	0.063
Planned Manufactured Home Community Districts (R-4)	0.115
Neighborhood Commercial Districts (B-1)	0.007
General Commercial Districts (B-2)	0.403
Highway Commercial Districts (B-3)	0.149
Industrial Districts (I-1)	4.021
Flood Hazard Districts (FH)	0.002
Conservation Preservation Districts (CP)	2.147
Planned Development (PD)	1.665

Source: Effingham County Zoning Map dated February 7, 2013

Effingham County is primarily rural with a majority of the land use being agricultural. Residential Development is concentrated in the incorporated areas in Effingham County, the City of Guyton, the City of Rincon, and the City of Springfield, and in the southern portion of the County near Savannah. As the County continues to grow, the County is able to support a variety of Industrial and Commercial Development.



Effingham County

The County's largest manufacturers include: International Paper, Doncaster's, Inc., Georgia Pacific – Savannah River Mill, Edwards Interiors, Georgia Transformer, Interfor – Meldrim Division, AeroDynamic Aviation, and DRT America. In addition, Effingham County is home to several Logistics and Distribution Companies including: Lineage Logistics, Americold, Shaw Industries, Perdue, and A&R Logistics. Per the US Census Bureau, 2020, approximately 9,421 residents live and work in Effingham County. An additional 2,897 commute into the County, and 20,781 commute outside of the County.

The Effingham County Industrial Development Authority continues to expand and promote industrial development in the County, and currently has five (5) industrial parks listed with availability. Effingham County's proximity to the Port of Savannah, approximately eight (8) miles, Interstate I-95 and I-16, GA Highway 21, proximity to the Savannah-Hilton Head International Airport and Hartsfield-Jackson Atlanta International Airport, and Class I Rail Connections make the County desirable for business growth.

The Cities of Guyton, Rincon, and Springfield include mostly residential development; however, commercial development such as service stations, locally owned grocery stores, medical facilities, restaurants, dollar department stores, banks, and other locally owned small business are also located throughout the incorporated areas of Effingham County. The City of Rincon, the largest incorporated City in the County serves as the retail center of Effingham County. The City of Rincon is home to larger retailers such as Wal-Mart Supercenter, Lowe's Home Improvement, chain grocery stores, furniture stores, warehouses, fast food, and other restaurants, utility companies, and automobile dealerships.



II. WASTE DISPOSAL STREAM ANALYSIS

The Waste Disposal Stream Analysis is a crucial portion of the Solid Waste Management Plan that will guide Effingham County’s decisions regarding current and future Solid Waste Management Service and facility needs. This information will provide a basis for the five (5) Core Elements: Waste Reduction, Collection, Disposal, Land Limitation, and Education and Public Involvement.

A. CURRENT WASTE INVENTORY

Major waste generators in Effingham County include:

- Municipal Solid Waste: – Unincorporated Effingham County, City of Guyton, Rincon, and Springfield, Grocery and Convenience Stores, Restaurants, local government, banks and businesses offices, all retailers
- Construction and Demolition Waste: – Contractors for residential units and business units
- Industrial Waste: – Industrial Processes or Operations, Distribution Facilities, and Manufacturing Facilities
- Special Waste / Organic Waste: Medical Facilities, Wastewater Treatment Plants, and automobile repair shops, Effingham County Schools, Effingham County Hospitals and Extended care Facilities, Effingham County Prison, and Jail, restaurants

Table 4: Waste Composition at Georgia MSW Landfills	
Type of Waste	Weighted Average %
MSW	66.6
Industrial Waste	14.0
Construction & Demolition	12.3
Sludge / Biosolids	7.1

Source: Georgia Statewide Waste Characterization Study dated June 22, 2005



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Municipal Solid Waste makes up the majority of the waste disposed of in Effingham County. Paper and organics make up the largest fractions of the MSW waste stream, followed by plastics. C&D and metals made up the fourth and fifth largest fractions of the waste stream, with glass and inorganics making up the smallest portion of the waste stream, as outlined in Table 5. Corrugated Cardboard, which is accounted for in paper, makes up the largest fraction of disposed waste at 15%, followed by food waste (11.1%).

Table 5: Coastal Georgia MSW Composition

Material	Percent Composition (%)
Paper	39
Organic	28.2
Plastic	15.9
C&D	6.4
Metal	4.3
Glass	3.5
Inorganic	2.6

Source: Georgia Statewide Waste Characterization Study dated June 22, 2005

Municipal Solid Waste is generated by several sources throughout Effingham County. The major generators of Municipal Solid Waste include Residential, Commercial, and Transfer Trailer Waste. The MSW Composition varies slightly across the different types of generators and is detailed in Table 6. The Georgia Statewide Waste Characterization Study indicated that residential MSW was primarily composed of food waste (13.1%) followed by non-recyclable paper (10%) and newspaper (6.8%). Commercial MSW was primarily composed of corrugated cardboard (15.5%) followed by food waste (9.7%) and film plastic (9.5%). Transfer Trailer MSW was primarily composed of corrugated cardboard (24.8%) followed by food waste (11%) and wood (10.5%).

Table 6: Coastal Georgia MSW Composition by Generator

Material	Residential %	Commercial %	Transfer %
Paper	37	37.7	43.7
Plastic	15	18.6	12.7
Glass	3.3	4.6	2.0
Metal	5.1	5.1	2.2
Organic	33	26.6	24.7
C&D	5.5	2.4	14.2
Inorganic	1.1	5.0	0.5

Source: Georgia Statewide Waste Characterization Study dated June 22, 2005



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Waste Stream Characterization and tonnages were determined from multiple sources including data from Atlantic Waste Services, Waste Pro USA, Waste Management, Department of Community Affairs, and private businesses. The private vendors who service Effingham County, the Cities of Guyton, Rincon, and Springfield, estimated that they collected approximately 25,689.97 tons from both residents and public facilities who utilize their services with curbside containers. Approximately 3,349.44 tons (11.53%) of recyclables were collected by through curbside collection. Data for private commercial and industrial businesses with private contracts with waste haulers was not made available at the time of this Solid Waste Management Plan.

B. PROJECTED WASTE STREAM

The purpose of this analysis is to provide projections of the anticipated waste stream for the next ten years to local governments so they can more efficiently plan waste reduction and recycling efforts.

1. Land-Clearing Debris

Land Clearing Debris is not a major source of waste in the waste stream of Effingham County due to the widespread yard waste pickup programs implemented by unincorporated Effingham County and the Cities of Guyton, Rincon, and Springfield. The Georgia Statewide Waste Characterization Study estimated organic materials made up approximately 33% of the residential MSW stream. Based on this, approximately 8,478 tons of Organic Material was disposed of at the Superior Landfill from Effingham County in 2020 using the 2020 Waste Disposal Data. Land Clearing Debris generated in Effingham County is either composted and stored on-site at the composting facility or disposed of at the Superior Landfill. Data for Land Clearing Debris composted is not currently collected.

Of the waste disposed of at the Superior Landfill, a Land Clearing Debris waste generation rate of 0.129 tons per year per capita was calculated based on the County's 2020 estimated population of 65,869, the waste stream numbers, and the 2005 Waste Characterization Study. Table 7 illustrates the Land Clearing



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Debris projections for the County over the next ten (10) years based on a constant generation rate and an increasing population.

Table 7: Effingham County Yard Waste Generation Projections

Year	Estimated Population ¹	Per Capita Waste Generation (tons) ²	Total Yard Waste Projected (Tons)
2021	67,443	0.129	8,680
2022	69,017	0.129	8,883
2023	70,585	0.129	9,085
2024	72,158	0.129	9,287
2025	74,425	0.129	9,579
2026	76,692	0.129	9,871
2027	78,944	0.129	10,161
2028	81,214	0.129	10,453
2029	83,474	0.129	10,744
2030	85,054	0.129	10,947
2031	86,640	0.129	11,151

Source: 1. Governor's Office of Planning and Budget, Series 2020

Source: 2 Georgia Statewide Waste Characterization Study dated June 22, 2005

*Yard Waste Disposed of in MSW Landfills

2. Construction & Demolition (C&D) Debris

Construction and Demolition (C&D) Debris is not a major source of waste in the waste stream of Effingham County. The Georgia Statewide Waste Characterization Study estimated C&D made up approximately 5.5% of the MSW stream and approximately 12.3% of the total waste stream disposed of at MSW Landfills. Based on this, approximately 1,413 tons of C&D Waste was disposed as a part of the MSW Stream.

Of the waste disposed of at the Superior Landfill, a C&D waste generation rate of 0.021 tons per year per capita was calculated based on the County's 2020 estimated population of 65,869, the waste stream numbers, and the 2005 Waste Characterization Study. Table 8 illustrates the Land Clearing Debris projections for the County over the next ten (10) years based on a constant generation rate and an increasing population.



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Table 8: Effingham County C&D Waste Generation Projections

Year	Estimated Population ¹	Per Capita Waste (Tons) ²	Total Waste Projected (Tons)
2021	67,443	0.021	1,416
2022	69,017	0.021	1,449
2023	70,585	0.021	1,482
2024	72,158	0.021	1,515
2025	74,425	0.021	1,563
2026	76,692	0.021	1,611
2027	78,944	0.021	1,658
2028	81,214	0.021	1,705
2029	83,474	0.021	1,753
2030	85,054	0.021	1,786
2031	86,640	0.021	1,819

Source: 1. Governor's Office of Planning and Budget, Series 2020
 Source: 2 Georgia Statewide Waste Characterization Study dated June 22, 2005
 *C&D Waste Disposed of in MSW Landfills

3. Municipal Solid Waste (MSW)

Approximately 25,689.97 tons of MSW was disposed within Effingham County in 2020 according to Atlantic Waste, Waste Pro, and Waste Management. MSW generated in Effingham County was disposed of at Superior Landfill.

The Per Capita MSW generation rate for Effingham County was calculated to be 0.39 tons per year. The total reported municipal solid waste for 2020 (25,689.97 Tons) was divided by the estimated population of 65,869 (2020 Estimate) to calculate the 0.39 tons per year per capita waste generation rate for Effingham County. Table 9 illustrates the MSW projections for the waste disposed as a part of contracts with either the County or the City of Guyton, Rincon, and Springfield over the next twenty (20) years based on a constant generation rate and an increasing population. While projections utilizing only the MSW generated through County and City Contracts is most likely not the entirety of waste generated in Effingham County, waste disposed of by individual commercial and industrial businesses was unavailable to Effingham County at the time of preparing this Solid Waste Management Plan.



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Table 9: Effingham County MSW Generation Projections				
Year	Estimated Population ¹	Per Capita Waste (Tons) ²	Total Waste Projected (Tons)	Total Waste Volume Projected (CY)
2021	67,443	0.39	26,303	19,727
2022	69,017	0.39	26,917	20,187
2023	70,585	0.39	27,528	20,646
2024	72,158	0.39	28,142	21,106
2025	74,425	0.39	29,026	21,769
2026	76,692	0.39	29,910	22,432
2027	78,944	0.39	30,788	23,091
2028	81,214	0.39	31,673	23,755
2029	83,474	0.39	32,555	24,416
2030	85,054	0.39	33,171	24,878
2031	86,640	0.39	33,790	25,342
2032	88,228	0.39	34,409	25,807
2033	89,823	0.39	35,031	26,273
2034	91,400	0.39	35,646	26,735
2035	93,445	0.39	36,444	27,333
2036	95,485	0.39	37,239	27,929
2037	97,536	0.39	38,039	28,529
2038	99,569	0.39	38,832	29,124
2039	101,608	0.39	39,627	29,720
2040	103,498	0.39	40,364	30,273
2041	105,378	0.39	41,097	30,823

Source: 1. Governor's Office of Planning and Budget, Series 2020

Source: 2 The 2020 Per Capita Waste for Effingham County



III. WASTE REDUCTION ELEMENT

A. INVENTORY AND ASSESSMENT OF EXISTING PROGRAMS

Effingham County strives to provide a safe, beautiful, and environmentally friendly atmosphere for its citizens. By setting goals, creating policies, developing strategies, and identifying barriers, Effingham County will successfully provide the level of service its citizens deserve. An effective solid waste management system addresses reduction, recycling, educational programs, and dedicated and knowledgeable staff willing to communicate the County's expectations for solid waste management.

1. Source Reduction and Recycling

Reduction and Recycling is a key component of Effingham County's Solid Waste Management System. The County expects to continue reducing the volume of solid waste that would otherwise be land filled. The County is committed to meeting goals of reducing waste through reduction and recycling. To successfully reduce Effingham County's municipal solid waste and reduce the per capita MSW rate by 25%, the County must encourage commercial and industrial producers, as well as residential customers, to reduce at the source and reuse where possible.

The implementation of curbside collection for recycling throughout unincorporated Effingham County, the City of Rincon, Guyton, and Springfield has enabled the recycling rate to significantly increase since the previous Solid Waste Management Plan in 2007 (4.22%) to the current rate of 11.53% in 2020. Table 10 provides the Recycling Projections for the next ten (10) years based on a constant recycling rate and an increasing population.



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Table 10: Effingham County Recycling Projections

Year	Estimated Population ¹	Total % Recycled	Total Recycling Projections (Tons)
2007	46,000	4.22	820
2020	65,869	11.53	3,349
2021	67,443	11.53	3,428
2022	69,017	11.53	3,508
2023	70,585	11.53	3,588
2024	72,158	11.53	3,668
2025	74,425	11.53	3,783
2026	76,692	11.53	3,898
2027	78,944	11.53	4,013
2028	81,214	11.53	4,128
2029	83,474	11.53	4,243
2030	85,054	11.53	4,323
2031	86,640	11.53	4,404

Source: 1. Governor's Office of Planning and Budget, Series 2020
 Source: 2 The 2020 Per Capita Waste for Effingham County

The types of materials collected by the waste providers for the County are driven by market forces. The County is only able to collect those materials for which recycling markets currently exist. Atlantic Waste Services, Waste Pro USA, and Waste Management currently are able to successfully collect and arrange for recycling of the following materials:

Plastics #1 and #2

Plastics are collected curbside in unincorporated Effingham County, City of Rincon, City of Guyton, and the City of Springfield twice monthly.

Miscellaneous Paper

Paper is collected curbside in unincorporated Effingham County, City of Rincon, City of Guyton, and the City of Springfield twice monthly.

Aluminum and Metal Cans

Aluminum and Metal Cans are collected curbside in unincorporated Effingham County, City of Rincon, City of Guyton, and the City of Springfield twice monthly.



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Cardboard

Cardboard is collected curbside in unincorporated Effingham County, City of Rincon, City of Guyton, and the City of Springfield twice monthly.

Glass- Brown, Green, & Clear

Glass is collected curbside in the City of Springfield twice monthly.

White Goods

White Goods are collected at the Effingham County Dry Waste and Recycling Convenience Center. The City of Rincon and the City of Guyton offers its residents a call to schedule program for bulk goods with a fee of \$10 per request.

Metal (copper, steel, aluminum)

Metals (not Aluminum or Metal Cans) is collected at the Effingham County Dry Waste and Recycling Convenience.

Automobile Batteries

Automobile Batteries are collected at the Effingham County Dry Waste and Recycling Convenience Center.

Cellular Phones

Cellular Phones are collected at the Effingham County Dry Waste and Recycling Convenience Center.

Recyclable Batteries

Recyclable Batteries are collected at the Effingham County Dry Waste and Recycling Convenience Center.

Toner and Inkjet Cartridges

Toner and Inkjet Cartridges are collected at the Effingham County Dry Waste and Recycling Convenience Center.

Yard Trimmings

Yard Trimmings and earth like materials are accepted at the Effingham County Dry Waste and Recycling Convenience Center, but are not accepted free of charge. These items are separated when they are collected and stockpiled until they can be ground up into a useable material, such as mulch grade compost. This material is either given to residents, used in county projects, or if the material will not produce a quality product, is hauled to a permitted by rule inert landfill. The



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City of Rincon and the City of Guyton offers its residents a call to schedule program for yard trimmings with a fee of \$10 per request through Waste Pro. The City of Springfield offers its residents twice a month curbside yard trimmings collection through Waste Management.

Cured Asphalt, Brick, Concrete

Cured asphalt, brick, concrete, and earth like materials are accepted at the Effingham County Dry Waste and Recycling Convenience Center, but are not accepted free of charge. These items are separated when they are collected and stockpiled until they can be ground up into a useable material that can be used by the public works department in road projects.

Tires

Tires are accepted at the Effingham County Dry Waste and Recycling Convenience Center and are charged by the size of the tire and whether it is on the rim or not. Tires are hauled by an Environmental Protection Division (EPD) Permitted carrier to a permitted processing facility. The tires are ground into chips are used for fuel and aggregate material for landfills and septic systems.

Furniture and Useable Materials

Several Thrift Stores and Antique Shops have drop off sites available for residents in Effingham County and the Cities of Guyton, Rincon, and Springfield.

Used Oil and Antifreeze

Advanced Auto Parts stores collects oil, and some auto shops will take oil and antifreeze. These items are collected by a company who recycles it to make cleaning solution.

B. WASTE REDUCTION NEEDS AND GOALS

Effingham County will continue to seek methods to reduce the waste stream and achieve a 25% reduction goal through aggressive recycling, re-use, and waste reduction efforts. In order to accomplish this goal, Effingham County has identified the following needs and goals:

**Residential Waste Recommendations:**

The Waste Stream Analysis conducted in Section II of this report estimated that residential MSW was primarily composed of food waste (13.1%) followed by non-recyclable paper (10%) and newspaper (6.8%). Based on this, the following strategies are proposed to reduce these sources:

1. Partner with the University of Georgia (UGA) County Extension Office to promote their home composting seminar for citizens. Home composting can divert food waste and yard waste from the landfill.
2. Increase education concerning yard trimmings management and promote existing yard waste programs.
3. Identify and utilize existing promotional materials from private waste-haulers to increase enrollment in existing curb-side recycling programs.
4. Partner with Effingham County School District and the Georgia Recycling Coalition to educate students on Recycling and waste reduction.

Commercial Waste Recommendations:

The Waste Stream Analysis conducted in Section II of this report estimated that commercial MSW was primarily composed of corrugated cardboard (15.5%) followed by food waste (9.7%) and film plastic (9.5%). Based on this, the following strategies are proposed to reduce these sources:

5. Adopt procurement policy of preferred buying from companies that are ISO 14001 Certified to ensure reductions in product packaging have been implemented by companies and therefore reducing the County solid waste stream.
6. Encourage Governments, Schools, and businesses to cut waste by source reduction and by recycling.
7. Request that local businesses collect better data concerning waste and recycling tonnages.



IV. COLLECTION ELEMENT

A. INVENTORY AND ASSESSMENT OF EXISTING PROGRAMS

Effingham County and the City of Guyton, Rincon, and Springfield utilize three (3) forms of collection, temporary storage, and / or transportation of solid waste: Collection and Recycling Centers, Individual Waste Dumpsters, and Curbside Collection. Exhibit C – Waste Collection Map illustrates the territories for each waste collection provider throughout Effingham County as well as the location of the Dry Waste and Recycling Convenience Center.

1. Effingham County Dry Waste and Recycling Convenience Center

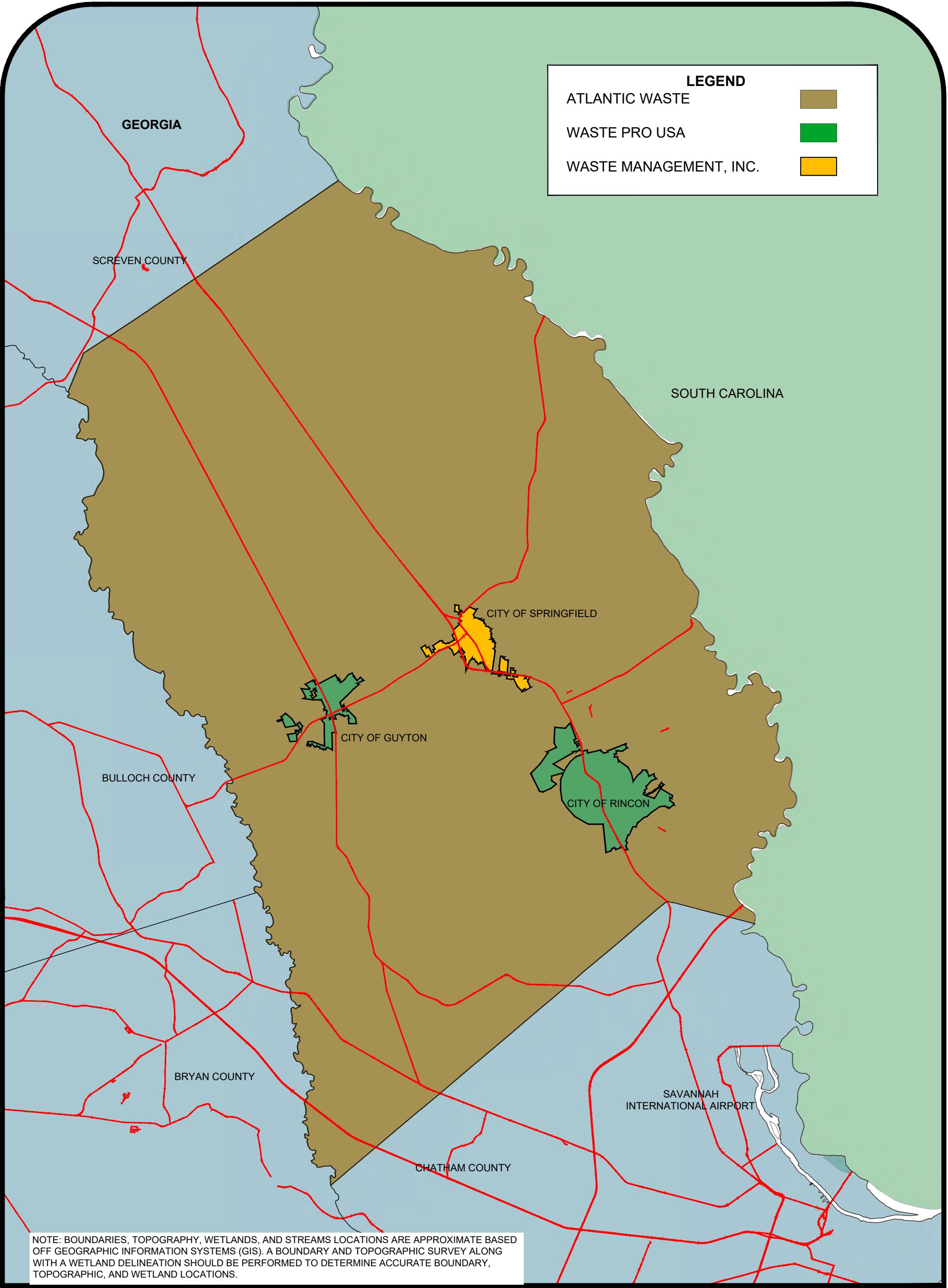
The Effingham County Dry Waste and Recycling Convenience Center is located at 2750 Courthouse Road, Guyton, Georgia. The facility is open Wednesday through Saturday, from 10:00 am to 5:00 pm. Dry waste such as construction and demolition debris, furniture, carpet, textiles, plastics, and anything else that is dry trash and not on the accepted recycled items list is collected and charged a fee. Approximately 2,100 tons of waste was disposed at the Dry Waste and Recycling Convenience Center. Approximately 300 tons of recycling was collected at the Dry Waste and Recycling Convenience Center.

2. Effingham County Dumpsters

Atlantic Waste Services collects municipal solid waste from several dumpsters located at Effingham County Facilities. County facilities include the County Prison, Public Works Building, Wastewater Treatment Plant, Jail Museum, County Building, Courthouse, County Jail, and the Effingham County Parks & Recreation Ball Field.

3. Effingham County Curbside Collection

Atlantic Waste Services collects curbside municipal solid waste (96 gallon cart) once a week. Recycling (96 gallon cart) is picked up curbside every other week. The fee is \$16.79 per month which includes one (1) regular roll cart and one (1) recycle cart. Residents pay for these services on their property tax bill as a special tax assessment. The sanitation special tax assessment goes into an



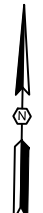
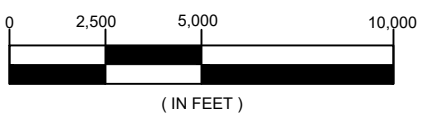
LEGEND

ATLANTIC WASTE	
WASTE PRO USA	
WASTE MANAGEMENT, INC.	

NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

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EXHIBIT C



Waste Collection Map Solid Waste Management Effingham County, Georgia



Project No.: 21118-2051
April 15, 2021

Prepared by
Alliance Consulting Engineers, Inc.



Effingham County

enterprise fund and covers all sanitation expenses including administration, public education, litter abatement, post closure care at the old MSW Landfill, Dry Waste Collection, and Recycling Convenience Center, and all other sanitation operations, equipment, and infrastructure.

4. City of Rincon Curbside Collection

Waste Pro collects curbside municipal solid waste (96 gallon cart) once a week. Recycling (96 gallon cart) is picked up curbside every other week. The fee is \$16.83 per month which includes one (1) regular roll cart and one (1) recycle cart. Residents pay for this service on their water and sewer bills monthly. City of Rincon offers its residents a call to schedule program for yard trimmings and bulk items with a fee of \$10 per request through Waste Pro.

5. City of Guyton Curbside Collection

Waste Pro collects curbside municipal solid waste (96 gallon cart) once a week. Recycling (96 gallon cart) is picked up curbside every other week. The fee is \$16.83 per month which includes one (1) regular roll cart and one (1) recycle cart. Residents pay for this service on their water and sewer bills monthly. City of Guyton offers its residents a call to schedule program for yard trimmings and bulk items with a fee of \$10 per request through Waste Pro.

6. City of Springfield Curbside Collection

Waste Management collects curbside municipal solid waste (96 gallon cart) once a week. Recycling (96 gallon cart) is picked up curbside every other week. Residents pay for this service on their water and sewer bills monthly. The City of Springfield offers its residents twice a month curbside yard trimmings collection through Waste Management.

Enviroworx Operations Management (EOM) Operations provides Public Works Operations services to Effingham County. As a part of these services, EOM provides services for the beautification of public streets and sidewalks including refuse collection. Effingham County and the Cities of Guyton, Rincon, and Springfield each have ordinances that addresses solid waste issues to protect Effingham County's environment by handling all waste properly as well as protecting the health and safety of the residents who live here.



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B. WASTE COLLECTION COST

Effingham County currently contracts Waste Collection and Disposal with Atlantic Waste. The Solid Waste Collection and Recycling Service Agreement effective February 20, 2018 will expire on June 30, 2022. Annual year renewals are completed through the duration of the contract. The Agreement includes the collection and disposal of residential solid waste, the collection and disposal of yard waste, and the collection and disposal of recyclables. The chart below illustrates the increase in overall County spending in Solid Waste Collection from 2015 to 2021 and projects the spending amount until 2040, utilizing the average rate increase and the Effingham County population projections.

Table 11: Effingham County Solid Waste Collection Spending		
Year	Estimated Population¹	Annual Spending
2015	57,076	\$2,906,755
2016	58,699	\$2,968,280
2017	60,086	\$3,155,542
2018	62,228	\$3,288,716
2019	64,296	\$3,375,135
2020	65,869	\$3,707,201
2021	67,443	\$3,438,778
2022	69,017	\$3,900,495
2023	70,585	\$4,005,665
2024	72,158	\$4,111,926
2025	74,425	\$4,258,712
2026	76,692	\$4,406,645
2027	78,944	\$4,554,867
2028	81,214	\$4,705,287
2029	83,474	\$4,856,295
2030	85,054	\$4,968,750
2031	86,640	\$5,082,407
2032	88,228	\$5,197,039
2033	89,823	\$5,312,950
2034	91,400	\$5,428,664
2035	93,445	\$5,573,159
2036	95,485	\$5,718,460
2037	97,536	\$5,865,533
2038	99,569	\$6,012,641
2039	101,608	\$6,161,233
2040	103,498	\$6,301,882

Source: 1. Governor's Office of Planning and Budget, Series 2020



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Atlantic Waste residential waste collection service charge is based on a per month rate, which is subject to an annual adjustment upwards by 2.5%, as outlined in the Agreement. The increases to date have been larger than 2.5%; however, were due to State Legislation Changes. Multiple factors impact the rate increases of waste collection, such as landfill disposal fees, recycling fees, and the distance of the landfill. Table 12 outlines the Residential Waste Service Charge from 2018 to 2021, and then utilizes the 2.5% annual increase outlined in the Agreement to project the future costs. The rate increases projected below are subject to further increases from change in disposal location, change in private landfill disposal fees, change in State legislation, and changes in contract.

Table 12: Effingham County Residential Waste Service Charge (Superior Landfill)

Year	Residential Base Monthly Fee
2018	\$15.00
2019	\$16.38
2020	\$16.79
2021	\$17.63
2022	\$18.07
2023	\$18.52
2024	\$18.99
2025	\$19.46
2026	\$19.95
2027	\$20.45
2028	\$20.96
2029	\$21.48
2030	\$22.02
2031	\$22.57
2032	\$23.13

Superior Landfill was reported to have approximately twelve (12) years (or until November 2032) of operational life remaining in the Georgia EPD’s 2020 Remaining Capacity Database. Effingham County’s current Waste Collection and Disposal Contract would send waste to the Broadhurst Environmental Landfill following the closure of Superior Landfill, or during an event where the Superior Landfill cannot accept waste. Atlantic Waste provided an estimate for the Residential Service Charge should Solid Waste be disposed of at the Broadhurst Environmental Landfill. The rate increases



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projected below are subject to further increases from change in private landfill disposal fees, change in State legislation, and changes in contract.

Table 13: Effingham County Residential Waste Service Charge (Broadhurst Landfill)

Year	Residential Base Monthly Fee
2021	\$19.13
2022	\$19.61
2023	\$20.10
2024	\$20.60
2025	\$21.12
2026	\$21.64
2027	\$22.18
2028	\$22.74
2029	\$23.31
2030	\$23.89
2031	\$24.49
2032	\$25.10
2033	\$25.73
2034	\$26.37
2035	\$27.03
2036	\$27.71
2037	\$28.40
2038	\$29.11
2039	\$29.84
2040	\$30.58

Alternatively, should a Municipal Solid Waste Disposal Facility operated by a private enterprise locate within Effingham County, waste generated within Effingham County would likely be disposed of at that landfill. Atlantic Waste provided an estimate for the Residential Service Charge should Solid Waste be disposed of at a future landfill located within Effingham County. The rates projected below are subject to further increases from change in private landfill disposal fees, change in State legislation, and changes in contract.



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Table 14: Effingham County Residential Waste Service Charge (Effingham County Landfill)

Year	Residential Base Monthly Fee
2021	\$16.13
2022	\$16.53
2023	\$16.95
2024	\$17.37
2025	\$17.80
2026	\$18.25
2027	\$18.71
2028	\$19.17
2029	\$19.65
2030	\$20.14
2031	\$20.65
2032	\$21.16
2033	\$21.69
2034	\$22.24
2035	\$22.79
2036	\$23.36
2037	\$23.95
2038	\$24.54
2039	\$25.16
2040	\$25.79

In addition to the cost savings associated with a local landfill operated within Effingham County, *Georgia Code Title 12, Chapter 8, Article 2, Part 1 – General Provisions 12-8-39 Cost Reimbursement Fees; surcharges* authorizes and requires the host local government to impose a surcharge of \$2.50 per ton or volume equivalent from Municipal Solid Waste Disposal Facilities operated by private enterprise, effective July 1, 2019. Host local governments may negotiate for and obtain by contract surcharges higher than those set forth in the regulation. At least 50 percent of the surcharges collected shall be expended for the following purposes:

- To offset the impact of the facility;
- Public Education efforts for solid waste management, hazardous waste management, and litter control;
- The cost of solid waste management;
- Administration of the local or regional Solid Waste Management Plan;
- Repair of damage to roads and highways associated with the facility;
- Enhancement of litter control programs;
- Groundwater and air monitoring and protection associated with the location of the facility;



Effingham County

- Remediation and monitoring of closed or abandoned facilities within the jurisdiction of the host local government;
- Infrastructure improvements associated with the facility;
- Allocation of such funds in any fiscal year to reserve fund designated for use for the above purposes in future fiscal years; and
- For the acquisition of property and interests in property adjacent to or in reasonable proximity to the facility upon a determination by the host local government that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the facilities

The Host Fee is collected on a per ton basis; therefore, the size, capacity, and permitted disposal rate of the future landfill will greatly impact the surcharge collected by Effingham County. Table 15 provides a list of several facilities within Georgia of differing disposal capacity that serve as potential examples of the potential size and annual disposal capacity of a new landfill within Effingham County.

Table 15: Approximate Host Fee based on Landfill Disposal Rate		
Sample Landfill	2020 Annual Disposal Rate (Tons)	Host Fee (\$2.50 / Ton)
Superior Landfill	616,561	\$1,541,402
Broadhurst Environmental Landfill	392,893	\$982,231
Candler Co – Phase 2 MSWL ¹	1,446,525	\$3,616,313
Chesser Island Road Landfill ²	6,820	\$17,051
Average Landfill Disposal ³	302,946	\$757,365
Newton Co – Forest Tower Landfill ⁴	128,865	\$322,163
Mode (Most Frequent Value) ⁵	10,000	\$25,000

1 – Landfill with Maximum MSW Disposal Rate, Georgia Environmental Protection Division – 2020 Quarterly Tonnage Data

2 – Landfill with Minimum MSW Disposal Rate, Georgia Environmental Protection Division – 2020 Quarterly Tonnage Data

3 – Average of the +/- 43 MSW Landfill Disposal Rates, Georgia Environmental Protection Division – 2020 Quarterly Tonnage Data

4 – Landfill with Median MSW Disposal Rate, Georgia Environmental Protection Division – 2020 Quarterly Tonnage Data

5 – Mode of the MSW Disposal Rate, rounded to the nearest 10,000 Tons, Georgia Environmental Protection Division – 2020 Quarterly Tonnage Data



Effingham County

C. CONTINGENCY

Should the current collection practices for municipal solid waste be interrupted for any reason or if future conditions warrant a change in the use of the collection vendors currently used by the Effingham County jurisdictions, this plan will be amended accordingly. The County and cities both have property, including the Dry Waste Collection and Recycling Convenience Center, which is centrally located in the county that could be used for residential waste drop-off sites in emergencies. Several dumpster services are available in this service area for additional drop-off site coverage in emergencies. Additionally, there are multiple local companies offering curbside collection services that could be contracted with should the current collection vendors fail.

D. COLLECTION NEEDS AND GOALS

Effingham County and the Cities of Guyton, Rincon, and Springfield will need to expand the waste collection programs to meet the wants and needs of the community. As the county continues to grow, the demand from new residents wanting more advanced large waste, yard waste, specialty waste, and recycling programs will increase. In order to accomplish this goal, Effingham County has identified the following needs and goals:

1. Ensure adequate collection and recycling availability for food waste, organic waste, and paper products including corrugated cardboard.
2. Use public feedback to identify areas and waste streams that do not have adequate collection programs and expand existing programs as needed.
3. Coordinate with Atlantic Waste, Waste Pro USA, and Waste Management to offer annual events for recycling of special materials such as electronics and household hazardous wastes.
4. Become Member of the Municipal Measurement Program (MMP), a free program for local governments to measure performance of current waste and recycling programs.
5. Participate in Keep America Beautiful Great American Cleanup event to pick-up litter around some of Effingham County's most culturally important areas (Historic Areas, Scenic Highways, Public Parks etc.)



V. DISPOSAL ELEMENT

This section of the Plan discusses the disposal facilities located in Effingham County in addition to the disposal facilities currently utilized by Effingham County. This section also demonstrates assurance of disposal capacity throughout the planning period as required by the Minimum Planning Standards and Procedures. Exhibit D – Waste Disposal Map, illustrates the facilities currently utilized by Effingham County for disposal.

A. INVENTORY AND ASSESSMENT OF EXISTING PROGRAMS

Facilities Located in Effingham County

1. Effingham County Sanitary Landfill

The Effingham County Sanitary Landfill is a closed MSW Landfill EPD Permit Number 051-005D (SL) which ceased operations on March 21, 1998. The MSW Landfill is currently in the groundwater and methane monitoring phase of its Post Closure Plan. Due to some groundwater contamination, assessment two monitoring has taken place as well as some methane remediation. The Site is monitored closely by county staff, engineers, and EPD.

2. Effingham County Inert Landfill

One inert landfill operates in Effingham County. It is owned by L&J Enterprises in Springfield, GA and is a private inert landfill. Effingham County has a permit by rule for an inert landfill but has never buried anything on the site and has since decided not to. The county intends to have the permit by rule amended to now show an inert landfill on this property.

3. Merco Services, Inc. Transfer Station Operation

The Merco Services, Inc. Transfer Station EPD Permit PBR-051-04TS is located at 1504 Stillwell Road, Springfield, Georgia.

4. Sullivan Environmental Services, Inc.

The Sullivan Environmental Services Transfer Station EPD Permit PBR-051-09TS is located at 580 Longwood Drive, Richmond Hill, Georgia.

5. Thermal Treatment Facility

There are no thermal treatment facilities in Effingham County.

LEGEND

LANDFILL



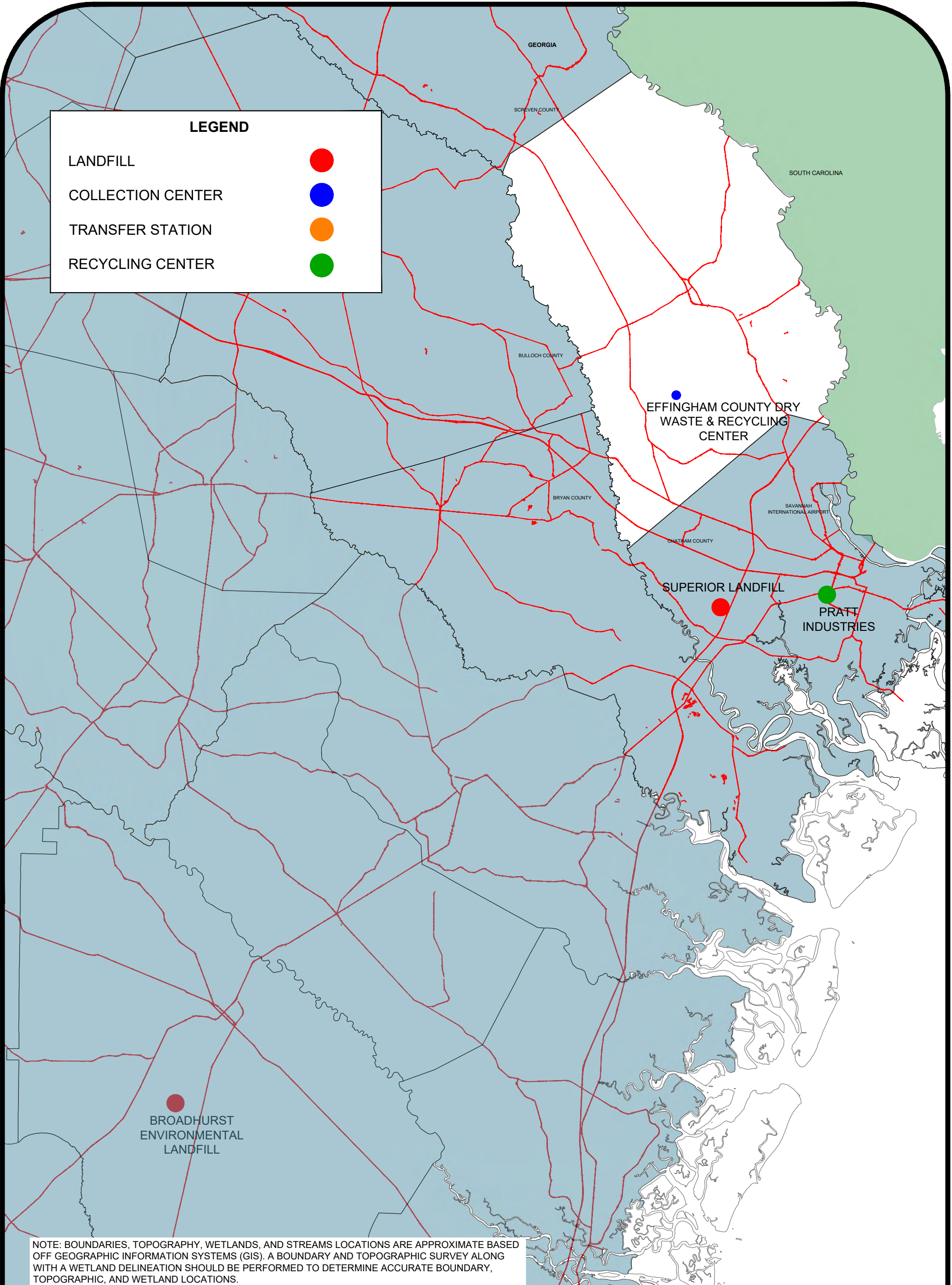
COLLECTION CENTER



TRANSFER STATION



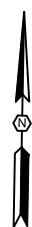
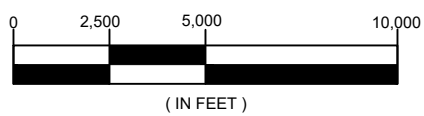
RECYCLING CENTER



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EXHIBIT D



Waste Disposal Map Solid Waste Management Effingham County, Georgia



Project No.: 21118-2051
April 15, 2021

Prepared by
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Effingham County

Facilities Utilized by Effingham County Waste Contractors**1. Superior Landfill**

The Superior Landfill is a Municipal Solid Waste (MSW) Landfill EPD Permit Number: 025-070D (MSWL) located at 3001 Little Neck Road, Savannah, Georgia. The Landfill is owned and operated by Waste Management. The Superior Landfill was reported to have approximately 8,141,377 Cubic Yards (CY) of remaining capacity in 2020. The remaining capacity was reported to provide approximately twelve (12) years of operational life, or until November 2032 in 2020. Atlantic Waste, Waste Pro, and Waste Management utilize Superior Landfill and plan to continue using this facility as long as it is permitted and economically feasible. A letter from Waste Management assuring disposal capacity for ten (10) years is included in Appendix A.

2. Broadhurst Environmental Landfill

The Broadhurst Environmental Landfill is a Municipal Solid Waste (MSW) Landfill EPD Permit Number: 151-014D (SL) located at 4800 Broadhurst Road West, Screven, Georgia. The Landfill is owned and operated by Republic Services of Georgia, Limited Partnership. The Broadhurst Landfill was reported to have approximately 45,185,557 CY of remaining capacity in 2020. The reported remaining capacity is estimated to provide approximately 88 years of operational life. Atlantic Waste, Waste Pro, and Waste Management have contracts with the Broadhurst Environmental Landfill.

3. Savannah Regional Industrial Landfill

The Savannah Regional Industrial Landfill is an Industrial Landfill EPD Permit Number: 025-072D (L) (I) located at 84 Clifton Boulevard, Savannah, Georgia. The Landfill is owned and operated by Republic Services of Georgia, Limited Partnership. The Savannah Regional Industrial Landfill was reported to have approximately 178,991 CY of remaining capacity in 2018. The reported remaining capacity is estimated to provide approximately four (4) years of operational life.



Effingham County

B. 10-YEAR ADEQUACY LETTER

Based on the Projected Waste Stream calculated in Section II, Effingham County is anticipated to generate approximately 296,012 tons of over the next ten (10) years. The majority of waste collected in Effingham County is currently disposed of at the Superior Landfill. The Superior Landfill has provided a capacity assurance letter assuring adequate disposal capacity for its citizens for the next ten (10) years.

C. CONTINGENCY

Should the current disposal practices for municipal solid waste be interrupted for any reason or if future conditions warrant a change in the use of the disposal vendors currently used by the Effingham County jurisdictions, use of the Broadhurst Landfill or Savannah Energy Systems Waste to Energy facility are considered possible contingency options for disposal. Atlantic Waste currently has a contract with Republic Services for disposal at the Broadhurst Landfill in the event of the closure of the Superior Landfill. These facilities can be reached within a reasonable travel distance.

D. DISPOSAL NEEDS AND GOALS

Effingham County and its municipalities' primary goal is to make sure that private contractors can provide an adequate disposal capacity to meet the needs of residents and local businesses. In order to accomplish this goal, Effingham County has identified the following needs and goals:

1. Keep the Emergency Operation Plan and Debris Management Plan current and in place in the event of a disaster.
2. Establish Contract with the Republic Services Broadhurst Environmental Landfill to secure disposal capacity following the closure of the Superior Landfill.
3. Require waste contractors to include alternative disposal site in updated contracts.



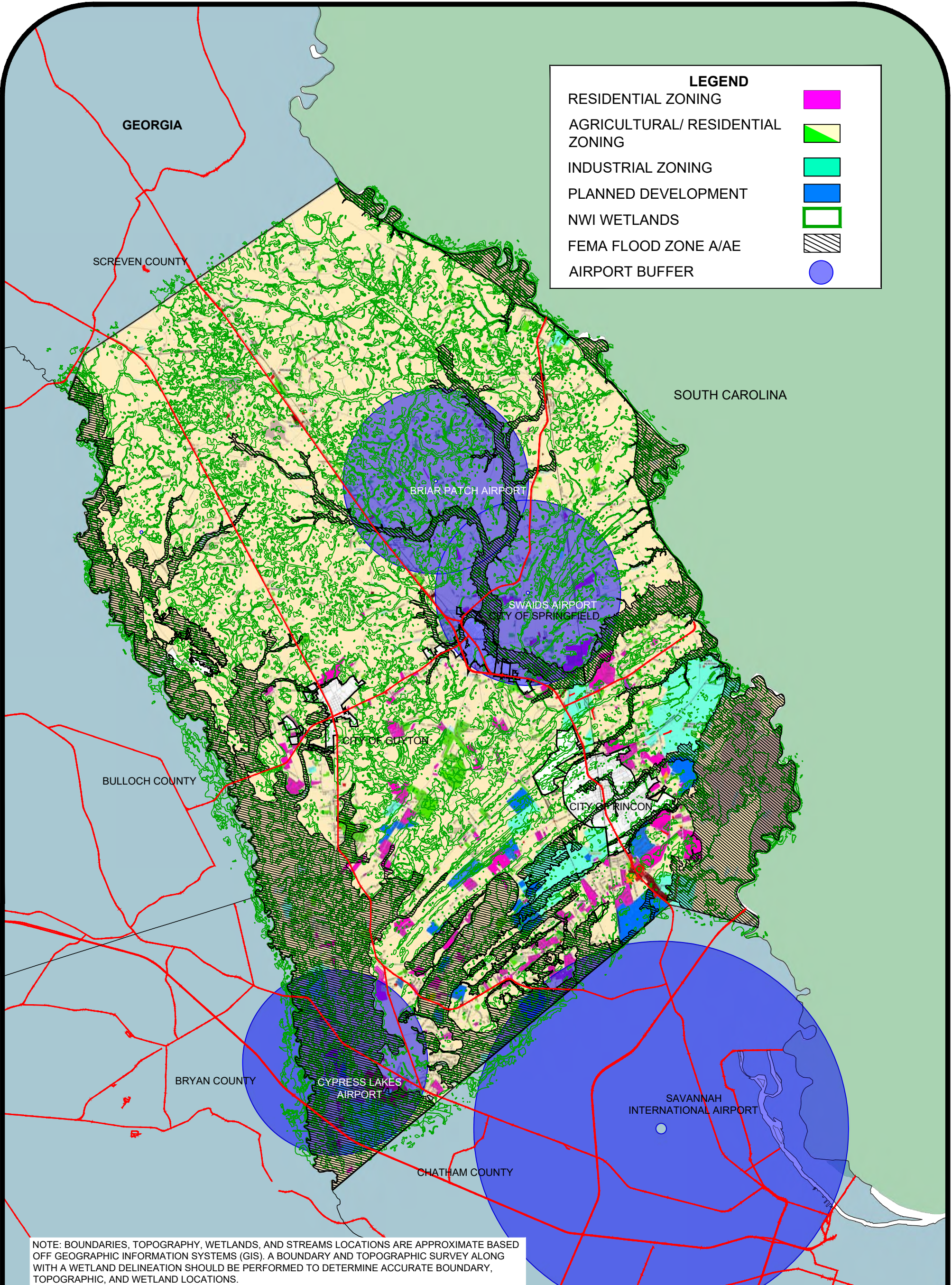
VI. LAND LIMITATION ELEMENT

A. LEGAL AUTHORITY

The Georgia Department of Natural Resources Environmental Protection Division Chapter 391-3-4 Solid Waste Management Rules, effective July 28, 2005 addresses regulations and requirements related to the planning, development, and operation of solid waste management facilities in Georgia. The Effingham County Solid Waste Management Plan was prepared following the guidelines specified through the O.C.G.A 12-8-31, as a guidance document for solid waste management in Effingham County. SB 157 eliminates solid waste management planning review and approval requirements by Regional Commissions and the Georgia Department of Community Affairs (DCA). However, counties are still required to prepare and adopt a solid waste management plan that at a minimum: demonstrates adequate solid waste collection capability and disposal capacity for 10 years, identifies the type and size of solid waste handling facilities within their county, and identifies the sites which are not suitable for solid waste handling facilities based upon environmental and land use factors. Outside of the Code of Ordinances, the Solid Waste Management Plan is the only planning document that has specific legal authorization to govern the siting and operation of a solid waste handling facility. The State may not issue any permits, grants, or loans for any municipal solid waste disposal facility or any solid waste handling equipment or recycling equipment that is not consistent with the Solid Waste Management Plan.

B. SITING CRITERIA

All solid waste facilities and equipment are planned, designed, and operated as an integral function of the Effingham County Solid Waste Management Plan. All facilities and equipment must be selected to ensure maximum efficiency for operation, proper location for use by county residents, transportation cost is minimized, and public safety are met. The County will strive to make decisions as economical as possible without compromising the integrity of a safe and sound solid waste management system for its residents. Any proposed solid waste management facility, either public or private, must be designed and constructed with the goals and objectives set forth in the Solid Waste Management Plan.

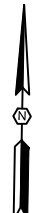
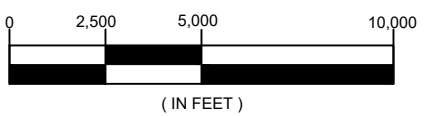


LEGEND	
RESIDENTIAL ZONING	
AGRICULTURAL/ RESIDENTIAL ZONING	
INDUSTRIAL ZONING	
PLANNED DEVELOPMENT	
NWI WETLANDS	
FEMA FLOOD ZONE A/AE	
AIRPORT BUFFER	

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EXHIBIT E

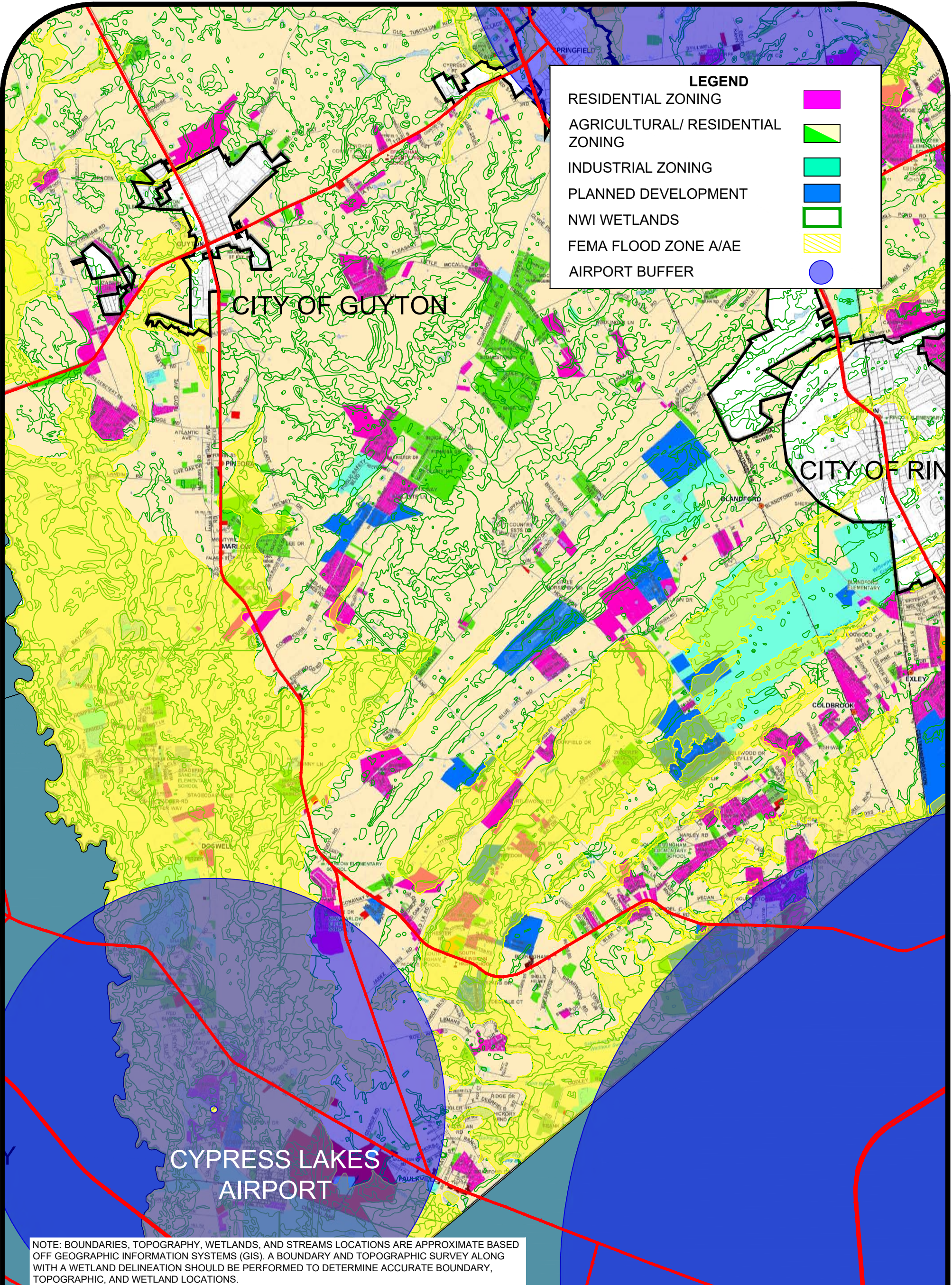


Land Limitation Map Solid Waste Management Effingham County, Georgia



Project No.: 21118-2051
April 5, 2021

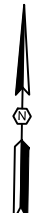
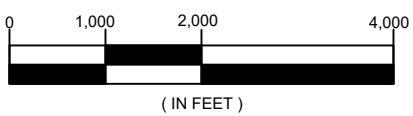
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EXHIBIT F



Land Limitation Map

South Effingham County

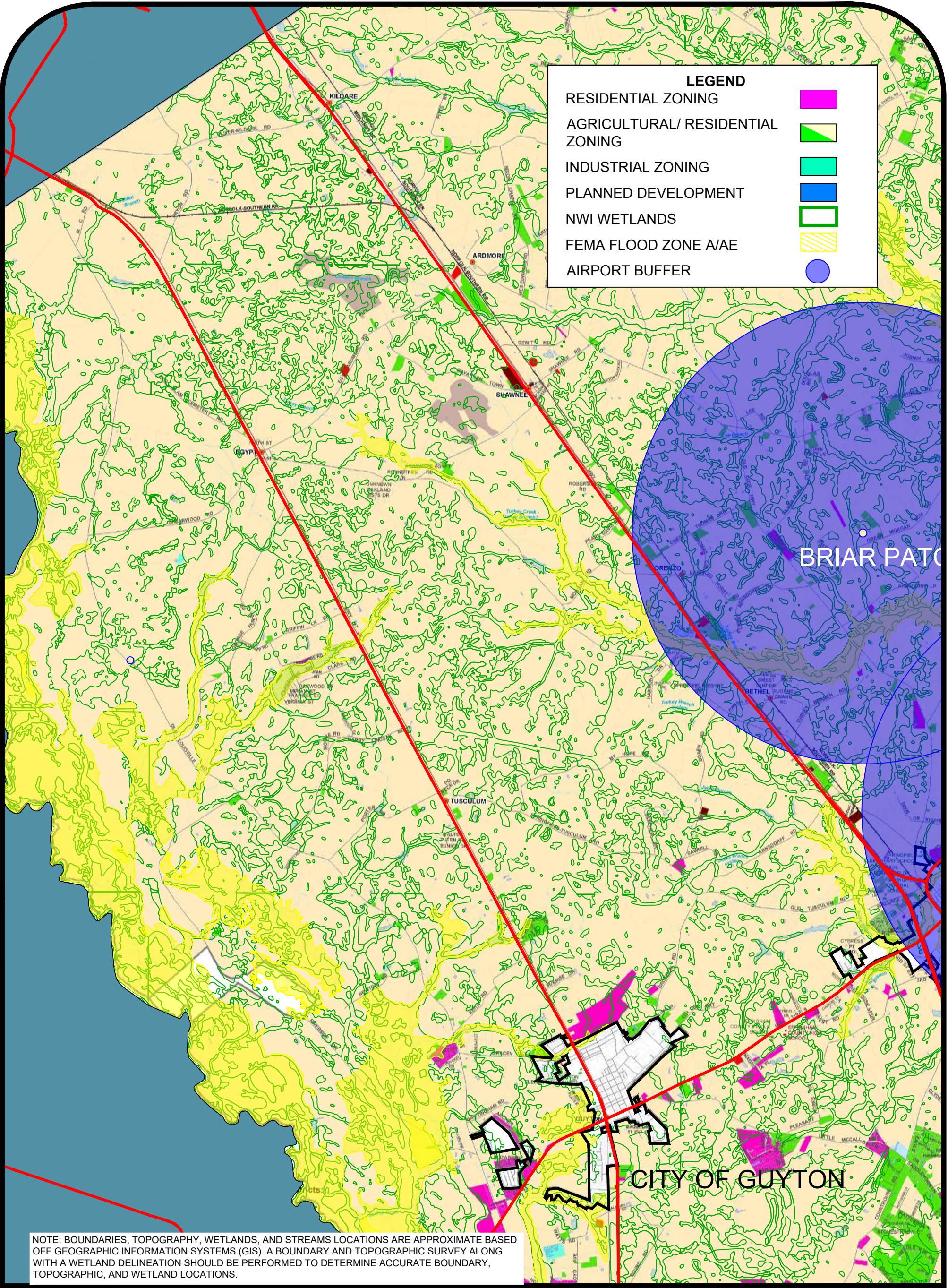
Solid Waste Management

Effingham County, Georgia



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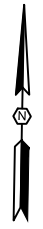
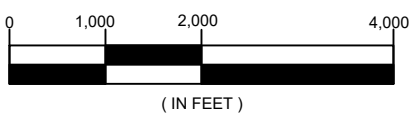
LEGEND

- RESIDENTIAL ZONING
- AGRICULTURAL/ RESIDENTIAL ZONING
- INDUSTRIAL ZONING
- PLANNED DEVELOPMENT
- NWI WETLANDS
- FEMA FLOOD ZONE A/AE
- AIRPORT BUFFER

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EXHIBIT G



Land Limitation Map

Northwest Effingham County

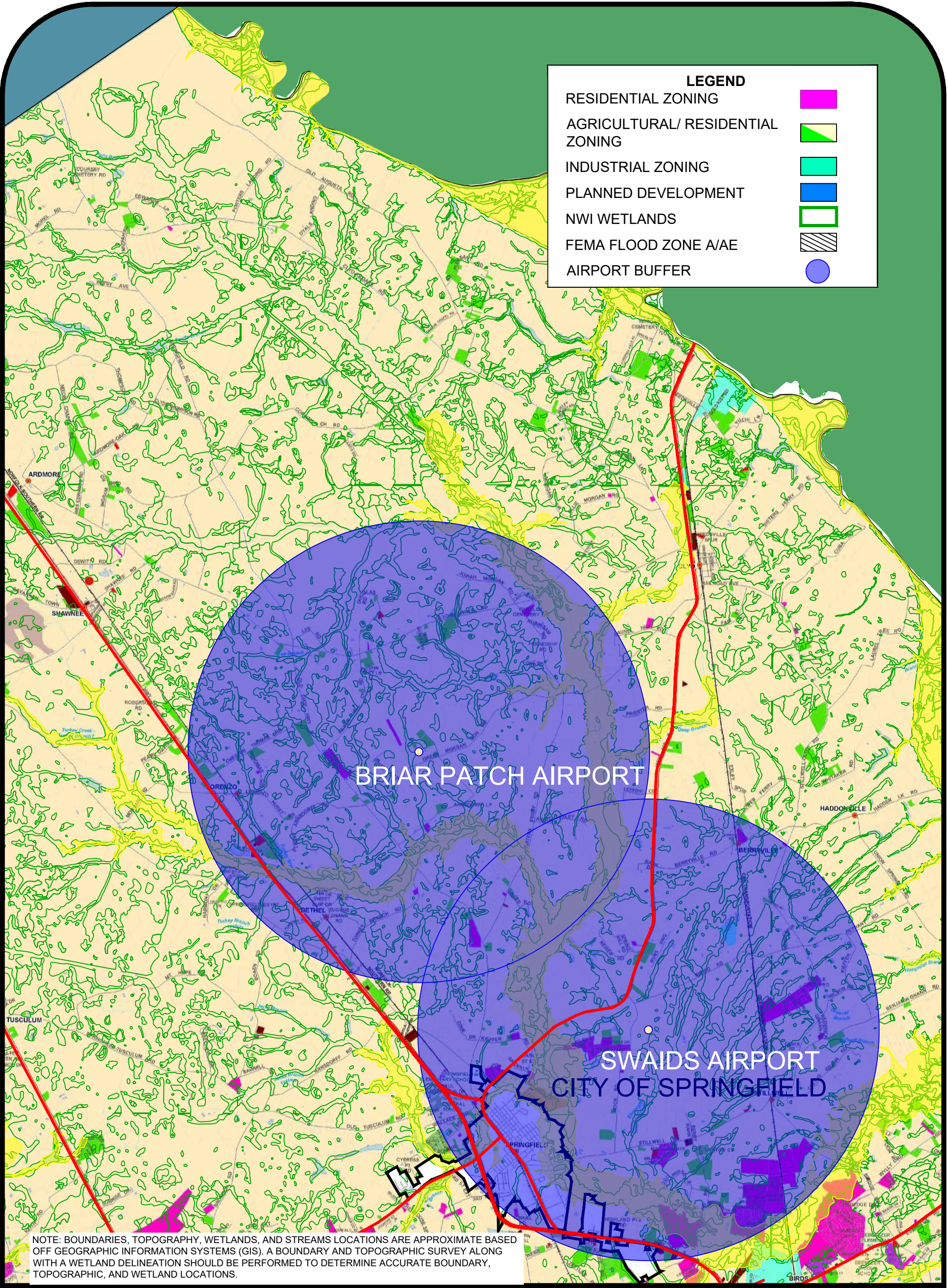
Solid Waste Management

Effingham County, Georgia



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April 5, 2021

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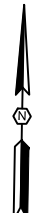
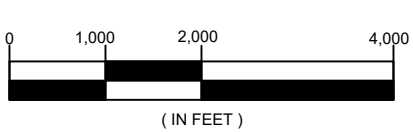


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AGRICULTURAL/ RESIDENTIAL ZONING	
INDUSTRIAL ZONING	
PLANNED DEVELOPMENT	
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AIRPORT BUFFER	

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Land Limitation Map

Northeast Effingham County

Solid Waste Management

Effingham County, Georgia



Project No.: 21118-2051
April 5, 2021

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Effingham County

Effingham County abides by the rules and regulations set forth by the EPD and the State of Georgia in terms of solid waste management. In addition, Effingham County has issued a Land Use Ordinance for the County. All proposed solid waste facilities located within the County must abide by these Ordinances as well as all EPD and State regulations protecting the health and safety of Effingham County citizens. Future solid waste management facilities include new, replacement, and expansion facilities. All facilities must not only meet regulatory requirements, but also be conceived in an effort to provide economical and effective disposal of solid waste for Effingham County residents. To accomplish these goals, Effingham County will only allow the siting of a new, replacement, or expansion facility in accordance with the Plan.

Regulatory Requirements that dictate the planning, development, and operations of solid waste management in Effingham County include:

- Effingham County Code of Ordinances provides criteria for the siting of hazardous waste or solid waste landfills.
- Effingham County 2020-2040 Joint Comprehensive Management Plan adopted October 24, 2019 outlines Effingham County, City of Guyton, Rincon, and Springfield's vision for future land use. Industrial Land Use Designation is the most suitable for Landfill Areas.
- City of Guyton Zoning Ordinances dated August 2010 establishes a Waste Management District which provides land for waste treatment and disposal in locations which meet strict criteria for protection of other city land uses and the environment.
- City of Rincon Code of Ordinances dated March 21, 2017 establishes rules and regulations for the storage, collection, and disposal of residential, commercial, and industrial waste.
- City of Springfield Code of Ordinances dated July 28, 2020 establishes rules and regulations for solid waste, and references the Georgia Comprehensive Solid Waste Management Act.
- DNR Rule 391-3-16 – Rules for Environmental Planning Criteria provides criteria for the protection of Water Supply Watersheds, Groundwater Recharge Areas, Wetlands, River Corridors, and Mountains.



Effingham County

- DNR Rule 391-3-4-.05 Criteria for Siting provides criteria for a site proposed as a solid waste handling facility. Criteria including zoning, Disposal Facility Siting Decision, Airport Safety, Floodplains, Wetlands, Fault Areas, Seismic Impact Zones, Unstable Areas, Closure of Existing Municipal Solid Waste Units, Significant Groundwater Recharge Areas, and Hydrological Assessment.
- Title 12 – Conservation and Natural Resources, Chapter 8 Waste Management, Article 2 – Solid Waste Management, Part 1 – General Provisions establishes policy for Solid Waste Management in the State of Georgia.

The applicable setbacks, siting criteria, and buffers outlined in the aforementioned regulations are summarized in the table below. The referenced regulations shall be reviewed in full prior making landfill siting decisions.

Table 16: Criteria for Siting	
Criteria	Criteria Description
Zoning	The site must conform to all local zoning / land use ordinances
Airports	New MSW Landfill Units shall not be located within 10,000 feet of any airport runway used by turbojet aircraft or within 5,000 feet of any airport runway used by piston-type aircraft
Floodplain	Solid Waste Handling Facility located in the 100-year floodplain shall not restrict the flow of the 100-year flood
Wetlands	A Solid Waste Handling Facility shall not be located in wetlands
Fault Areas	New Landfill units and lateral expansions shall not be located within 200 feet of a fault area.
Seismic Impact Area	New Landfill units and lateral expansions shall not be located in seismic impact zones.
Significant Groundwater Recharge Area	A New Landfill Unit or Lateral Expansion shall not have any part of the site located within two (2) miles of any area that has been designated by the Director as a significant groundwater recharge area.
Water Supply	All Public Water Supply wells or Surface Water Intakes within two (2) miles and private water supplies within one-half mile of a landfill must be identified and located.
Surface Water	Municipal Solid Waste Landfills shall not be situated within two (2) miles upgradient of any surface water intake for public drinking water.
Restricted Military Space	Municipal Solid Waste Landfill Units shall not be located within two (2) miles of a federally restricted military air space



Effingham County

	which is used for a bombing range.
Limits of Solid Waste Facilities within Given Area	No permit shall be issued for any Solid Waste Handling Facility if any part of the premises proposed for permitted would lie within any geographic area that is within two (2) miles of three (3) or more landfills within the state.
Limits of Solid Waste Facilities within Adjoining County	No Permit shall be issued for a Municipal Solid Waste Disposal facility in any city or county if any part of the site is within one-half mile of the boundaries of an adjoining city or county without approval from the governing authority from the adjoining city or county.
Historical Sites	No permit shall be issued for a Solid Waste Disposal facility within 5,708 yards of any of the sites currently designated in Georgia as a National Historic Site
Property Boundary	A minimum 200-foot buffer shall be provided between the property line and the waste disposal boundary
Dwelling	A minimum 500-foot buffer between the waste disposal boundary and any occupied dwelling and the dwelling's operational private, domestic water supply well in existence of the date of permit application.

Effingham County is seeking to establish additional Criteria for Siting with the approval of the Solid Waste Management Plan. The intention of this additional criteria is to ensure that solid waste handling facilities are constructed and operated in a way that is in accordance with Effingham County's goals and values. These additional criteria are outlined and summarized in the table below.

Table 17: Proposed Criteria for Siting	
Criteria	Description
Dwelling	A minimum 1,000-foot buffer between the waste disposal boundary and any occupied dwelling and the dwelling's operational private, domestic water supply well in existence of the date of permit application.
Water Supply	The Boundary of the fill area shall not be located within the distances designated below from any well used as a source of water for human consumption that is in a hydrologic unit potentially affected by the landfill: 500 feet from a well hydraulically upgradient of the landfill 750 feet from a well hydraulically cross gradient of the landfill 1,000 feet from a well hydraulically downgradient of the landfill



Effingham County

School/ Day-care/ Church /Hospital/ Public Park	A minimum 1,000-foot buffer between the waste disposal boundary and any School, day-care center, church, hospital, and publicly owned recreational park area
Surface Water	A minimum 200-foot buffer between the waste disposal boundary and any surface water or wetland excluding ditches, sediment ponds, or other operational features.
Wetland	A minimum 50-foot buffer between the waste disposal boundary and any wetland, unless the permittee has obtained the permits and / or authorizations required by all other state and federal laws.
Groundwater Separation	A minimum 3-foot vertical separation of naturally occurring or engineered material shall be maintained between the base of the constructed liner and the seasonal high water table
Utilities	Waste Material shall not be placed on or within any property rights-of-way or within 50-feet of utility equipment or structures (water lines, wastewater lines, storm drains, telephone lines, electric lines, natural gas lines) without approval of the impacted utility.

C. LAND LIMITATION NEEDS AND GOALS

Effingham County is seeking to govern the siting and operation of a solid waste handling facility within its borders to be consistent with the goals and objectives set forth in the Solid Waste Management Plan. In order to accomplish this goal, Effingham County has identified the following needs and goals:

1. Amend the Effingham County Code of Ordinances to accommodate and provide restrictions for the development of Solid Waste facilities.
2. Update Effingham County Zoning Regulations to require Solid Waste Handling Facilities be sited along paved state highways built to GDOT Standards.

D. PLAN CONSISTENCY AND PERMITTING

Public and privately owned businesses must first obtain a Solid Waste Handling Permit from the Director of Environmental Protection Division of the Department of Natural Resources prior to engaging in solid waste handling or the construction or operation of a solid waste handling facility. The following is a summary of applicable rules and regulations that govern the siting and permitting of solid waste handling facilities. This summary is not intended to be an exhaustive or instructive document regarding the permitting of solid waste handling facilities.



Effingham County

Georgia Administrative Code, Department 391 – Rules of Georgia Department of Natural Resources, Chapter 3 – Environmental Protection, Subject 4 – Solid Waste Management provides the rules for the siting and construction of a solid waste handling facility in Georgia. A subsection of this rule, *Georgia Rule 391-3-4-.05.a – Zoning* states “The site must conform to all local zoning / land use ordinances. Written verification must be submitted to the Division by the applicant demonstrating that the proposed site complies with local zoning and land use ordinances, if any. This verification shall include a letter from the local governmental authority stating that the proposed site complies with local zoning or land use ordinances, if any. This verification shall be provided at the time of submission of a permit application and reaffirmed by the governmental authority prior to permit issuance.” The zoning and land use ordinances applicable for Effingham County include, but are not limited to, the Effingham County Code of Ordinances, Effingham County Comprehensive Growth Management Plan, and the Effingham County Solid Waste Management Plan.

Additionally, *Georgia Rule 391-3-4-.05.b – Disposal Facility Siting Decision* states “Whenever any county, municipality, group of counties, or authority begins a process to select a site for a municipal solid waste disposal facility, documentation shall be submitted which demonstrates compliances with *O.C.G.A. 12-8-26(a)*, and whenever the governing authority of any county or municipality takes action resulting in a publicly- or privately-owned municipal solid waste disposal facility siting decision, documentation shall be submitted which demonstrates compliances with *O.C.G.A. 12-8-26(b)*.” The regulations referenced above are included in the *Code of Georgia, Title 12 – Conservation and Natural Resources – Chapter 8 – Waste Management – Article 2 – Solid Waste Management – Part 1 – General Provisions* which provides rules for public meetings on site selection, notice, and decision. *O.C.G.A. 12-8-26(b)* states “The governing authority of any county or municipality taking action resulting in a publicly or privately owned municipal solid waste disposal facility siting decision shall cause to be published within a newspaper of general circulation serving such county or municipality a notice of the meeting at which such siting decision is to be made at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose of the meeting and the meeting shall be conducted by the



Effingham County

governing authority taking action. A siting decision shall include, but is not limited to, such activities as the final selection of property for landfilling and the execution of contracts or agreements pertaining to the location of municipal solid waste disposal facilities within the jurisdictions, but shall not include zoning decisions.”



VII. EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

A. INVENTORY AND ASSESSMENT OF EXISTING PROGRAMS

The success of a Solid Waste Management Plan in being able to reduce waste is largely dependent upon public involvement and support. The following programs are active in Effingham County and are utilized to educate citizens on waste reduction, litter control, and provide an avenue for public participation in solid waste management programs.

1. University of Georgia - Effingham County Extension Office

The University of Georgia – Effingham County Extension Office delivers educational programming for the citizens of Effingham County in the areas of: Agricultural and Natural Resources, 4-H Youth Development, and Family and Consumer Sciences. The UGA Extension mission is to extend lifelong learning to Georgia citizens through unbiased, research-based education in agriculture, the environment, communities, youth, and families. The Extension Office hosts education programs for citizens teaching home composting and the value of the natural environment. As indicated in the Waste Stream Analysis, food waste and yard waste comprise the largest waste stream for residential MSW.

2. The University of Georgia - Mary Kahrs Warnell Forest Education Center

The University of Georgia – Mary Karhs Warnell Forest Education Center focuses on providing natural resource educational programming to kindergarten through 12th grade students, teachers, parents, youth-serving organizations, and the general public. Programs at the Warnell Center are hands-on and incorporate activities from award-winning environmental education curricula such as Project Learning Tree, Project WILD, Project WET, and the Beetles Project. The Warnell Center educates approximately 8,000 – 10,000 students annually.

3. Keep Georgia Beautiful

The Keep Georgia Beautiful Foundation is the state affiliate of Keep America Beautiful. The Keep Georgia Beautiful Foundation supports more than 70 local affiliates across Georgia and strive to increase their impact by engaging additional communities and individuals in an effort to end litter, reduce waste, promote recycling, and beautify communities. Keep Georgia Beautiful has



Effingham County

collected 1.3 million pounds of litter and debris, recycled over 153 million pounds of litter and debris, and has cleaned and improved over 429,121 miles of streets, parks, and trails. Keep Georgia Beautiful hosts several events that are open to Effingham County Citizens.

4. GDOT Keep it Clean Georgia

Keep it Clean Georgia is a Georgia Department of Transportation campaign that motivates Georgians, and those visiting the Peach State to not only avoid littering, but to also play an active role in helping protect and maintain Georgia's rich landscapes. The Keep it Clean Georgia Campaign provides resources available to download and print that can be provided to educate Effingham County citizens on preventing litter.

B. EDUCATION AND PUBLIC INVOLVEMENT NEEDS AND GOALS

In order to achieve the goals set forth in this Solid Waste Management Plan. Effingham County is seeking to increase educational programs and public involvement in Solid Waste Management, Waste Reduction, Waste Recycling, and Litter Prevention. In order to accomplish this goal, Effingham County has identified the following needs and goals:

1. Effingham County will assess the desire for a Solid Waste Advisory Committee or Task Force from community members. This assessment can take place during public readings for the Solid Waste Management Plan.
2. Partner with Effingham County School District and the Georgia Recycling Coalition to educate students on Recycling and waste reduction.
3. Participate in Keep America Beautiful's "Recycle Bowl", a nationwide recycling competition for elementary, middle, and high school students. This competition is open to all schools, and kicks off annually each October.
4. A Contact that is under the employment of the County or Municipality shall be established to answer questions from private citizens and customers regarding their waste collection, recycling, and yard waste collection services.
5. Recycling Containers will be provided at all County and City Hosted Events.



VIII. IMPLEMENTATION STRATEGY

An Implementation Schedule for relevant current programs and future planned programs is a key to the success of the Solid Waste Management Plan. The Table Below includes specific actions for each program that address the needs and goals expressed in the previous planning elements and will help Effingham County achieve the waste disposal reduction goal. In addition, the table will demonstrate the ten (10)-year collection capability and disposal capacity, and will identify specific administrative responsibilities, contractual arrangements, and budgeting necessary to implement the Plan.

Table 18: Implementation Plan				
Activity	Year	Party Responsible	Estimated Cost	Funding Source
Waste Reduction				
Promote County Extension Home Composting Virtual Lecture	2021 - 2031	Effingham County	N/A	UGA Extension
Revise Procurement Policy to increase source reduction	2021	Effingham County	N/A	Effingham County Solid Waste Management
Source Reduction in Government and School Buildings	2021 - 2031	Effingham County	N/A	Effingham County School District
Waste Collection				
Waste Collection Contract	2021 - 2031	Effingham County / Atlantic Waste	\$3,438,778	Effingham County Solid Waste Management
Waste Collection Contract	2021 - 2031	City of Rincon	-	City of Rincon Solid Waste Management
Waste Collection Contract	2021 - 2031	City of Guyton	-	City of Guyton Solid Waste Management
Waste Collection Contract	2021 - 2031	City of Springfield	-	City of Springfield Solid Waste Management
Public Outreach to identify areas where collection is lacking	2022	Effingham County	N/A	Effingham County Solid Waste Management



Effingham County

Annual Special Waste Collection Drive	2021 - 2031	Effingham County	N/A	Effingham County Solid Waste Management
Annual Litter Clean-up Event	2021 - 2031	Effingham County	N/A	Effingham County Solid Waste Management
Municipal Measurement Program	2021	Effingham County	N/A	Effingham County Solid Waste Management
Waste Disposal				
Continue Post-Closure Care at Effingham County Landfill	2021 - 2031	Monitoring Consultant	\$18,000	Effingham County Solid Waste Management
Waste Disposal Contract	2021 - 2031	Effingham County / Atlantic Waste	*Lump Sum in Waste Collection	Effingham County Solid Waste Management
Waste Disposal Contract	2021 - 2031	City of Rincon	*Lump Sum in Waste Collection	City of Rincon Solid Waste Management
Waste Disposal Contract	2021 - 2031	City of Guyton	*Lump Sum in Waste Collection	City of Guyton Solid Waste Management
Waste Disposal Contract	2021 - 2031	City of Springfield	*Lump Sum in Waste Collection	City of Springfield Solid Waste Management
Update Emergency Debris Management Plan	2021	Effingham County	N/A	Effingham County
Land Limitation				
Update Code of Ordinances	2021	Effingham County	Existing Budget	Effingham County
Hold Public Meeting for Citizen Input	2021	Effingham County	N/A	Effingham County
Education and Public Involvement				
Establish Point of Contact for Solid Waste	2021	Effingham County	N/A	Effingham County
Establish Point of Contact for Solid Waste	2021	City of Rincon	N/A	City of Rincon
Establish Point of Contact for Solid Waste	2021	City of Guyton	N/A	City of Guyton
Establish Point of Contact for Solid Waste	2021	City of Springfield	N/A	City of Springfield
Annual Recycle-Bowl	2021 - 2031	Effingham County Board of Education	N/A	N/A / School District

REFERENCES AND CONTACTS

	<p>Effingham County 601 North Laurel Street Springfield, Georgia 31329 Mr. Eric W. Larson Assistant County Manager (912) 754-2123 x 4101 ofc. elarson@effinghamcounty.org</p>
	<p>City of Guyton 310 Central Boulevard Guyton, Georgia 31312 Mr. Mike Eskew Interim City Manager (912) 856-0547 Mike.eskew@cityofguyton.com</p>
	<p>City of Rincon 302 South Columbia Avenue Rincon, Georgia 31326 Mr. Jason Stewart, AICP Director of Planning & Development Services (912) 826-5745 jstewart@cityofrincon.com</p>
	<p>City of Springfield 130 South Laurel Street Springfield, Georgia 31329 Mr. Matthew Morris City Manager (912) 754-7617 mmorris@springfieldga.org</p>
	<p>Georgia Department of Natural Resources Environmental Protection Division Atlanta Tradeport, Suite 104 4244 International Parkway Atlanta, Georgia 30354 Mr. Keith Stevens Manager, Solid Waste Permitting Unit Solid Waste Management Program (404) 362-2539 Keith.stevens@dnr.ga.gov</p>

Effingham County

	<p>Georgia Department of Community Affairs 60 Executive Park South, NE Atlanta, Georgia 30329 Ms. Jennifer Fordham Regional Representative (404) 679-4840 Region12@dca.ga.gov</p>
	<p>Atlantic Waste Services 125-B Pine Meadow Drive Pooler, Georgia 31322 Mr. Ben Wall President (912) 964-2000 ben@atlanticwaste.com</p>
	<p>Waste Management 2174 Highway 78 Dorchester, South Carolina 29437 Mr. Russell Hightower Government Affairs and Public Sector Manager (803) 528-3634 rhightower@wm.com</p>
	<p>Waste Pro USA, Inc. 1512 Adams Industrial Drive Elberton, Georgia 30635 Mr. Brett Bennett (843) 645-4100 bbennett@wasteprousa.com</p>
	<p>EOM Operations 601 North Laurel Street Springfield, Georgia 31329 Mr. Clyde Dyson (912) 445-1890 cdyson@eomworx.com</p>

Effingham County

	<p>Municipal Measurement Program mmp@re-trac.com https://www.municipalmeasurement.com/</p>
	<p>Georgia Recycling Coalition 50 Hurt Plaza Southeast Atlanta, Georgia 30303 (404) 586-0044 https://georgiarecycles.org/</p>
	<p>Keep Georgia Beautiful Foundation 60 Executive Park South Atlanta, Georgia 30329 (404) 679-4910 https://www.kgbf.org/</p>
	<p>UGA Extension Office Effingham County 501 North Richland Avenue Rincon, Georgia 31326 Mr. Blake Carter (912)-754-8040 Blake.carter25@uga.edu</p>



April 19, 2021

Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Eric,

In response to Effingham County's request for ten (10) years of landfill capacity assurance at Superior Landfill, Waste Management is happy to provide you with this letter confirming that the Company will provide capacity assurance for a minimum of ten (10) years for waste volumes generated within Effingham County. This capacity is available at Superior Landfill located at 3001 Little Neck Road, Savannah, Georgia.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Donnard Johnson', with a long horizontal flourish extending to the right.

Donnard Johnson
District Manager
Superior Landfill
Waste Management

cc: Wesley Corbitt, Chairman, Effingham County Commission
Timothy Callanan, Effingham County Manager
Teresa Concannon, Effingham County
Emily Palmarra, Effingham County consultant, Alliance Consulting Engineers

Staff Report

Subject: Approval of the Water/Wastewater Master Plan completed by Alliance Consulting Engineers

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Water/Sewer

Meeting Date: April 2, 2024

Item Description: Water/Wastewater Master Plan

Summary Recommendation:

Executive Summary/Background:

- Alliance Consulting Engineers has been working on the Water/Wastewater Master Plan for Effingham County. After a review with staff and T&H personnel (serving in a Program Management capacity), here are some of the recent updates:
 - Section 2 to address 20-year projections.
 - Section 5 was updated for the Water and Wastewater Demand Projections to be for 20-years matching Section 2.
 - Section 6.4.1 was updated to include a Rough Order Magnitude (ROM) Cost for a new Water Treatment Plant and Raw Water Intake Pump Station.
 - Section 6.4.3 was updated to discuss Water Main Extension Projects along Courthouse Road, Midland Road, Georgia Highway 17, and Blue Jay Road.
 - Section 6.4.4 was updated to discuss Water Service to I-16 corridor.
 - Water Environment Consultants assisted with the Tide Study and Salinity Study noted in Sections 7.2.2.1 and 7.2.2.2. Their Reports are included in the Appendices.
 - Section 7.3 was updated to discuss Wastewater System Extension Projects in the area of Blue Jay Road, Courthouse Road, and Georgia Highway 17.
 - Section 7.3.2 was updated to discuss Wastewater Service to I-16 corridor.
- Staff and T&H personnel are comfortable with this submittal and request approval by the Board of Commissioners.

Alternatives for Commission to Consider

1. Approval of the Water/Wastewater Master Plan
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: T&H, County Manager, PCPM, County Engineer

Funding Source:

Attachments: Water/Waster Master Plan – documents added to the home page of the Effingham County website for viewing

Staff Report

Subject: Sketch Plan (Second District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **SIMCOE Investment Group, LLC** request approval of a **sketch plan** for “**Goshen Church Tract**” Located on Goshen Road, proposed zoning **PD-R. [Map# 451 Parcel# 21**

Summary Recommendation

Staff has reviewed the application, and recommends **Alternative 2** of a **sketch plan** for “Goshen Church Tract”

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.
- Staff has not met with the applicant for a Technical Review Committee Meeting.
- Access is from Goshen Road.
- The applicant is showing a 30’ Vegetated Buffer in addition to a 6’ privacy fence on the Paddleford Subdivision Side and a 25’ Vegetated Buffer to the Church Property Line.
- The submitted Sketch Plan, does not show the correct buffers on the Railroad Track Side. There should be a 25’ Vegetated Buffer alongside the 150’ Right of Way for the Railroad in addition to the required 20’ Vegetated Buffer for the proposed subdivision. *(Section 7.1.7 Railroads and highways (freeways, expressways): a. Railroad rights-of-way and limited access highways where so located as to affect the subdivision of adjoining lands shall be treated as follows: i. In residential districts, a buffer strip not less than 25 feet in depth in addition to the normal depth of the lot required in the district shall be provided adjacent to the railroad right-of-way or limited access highway. This strip shall be part of the platted lots and shall be so designated on the plat: "This strip is reserved for the planting of trees and shrubs by the owner. The placement of structures hereon is prohibited.")*
- There is multiple scaling problems for the Railroad Right of Way and Vegetated Buffers around the property lines.
- The pond is shown as touching the vegetated buffer. Ponds nor sloping of the pond shall enter the vegetated buffers.
- Proposed Roads are shown as 24’ Asphalt and a 60’ Public Right of Way with Curb & Gutter and sidewalks.
- **On March 12, 2024, Planning Board voted to approve the Sketch Plan for “Goshen Church Tract”**

Alternatives

1. **Approve the sketch plan** for “Goshen Church Tract”
2. **Deny the Sketch Plan** for “Goshen Church Tract”

Recommended Alternative: 2

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 1

FUNDING: N/A

2. Sketch Plan 3. Aerial Photograph

SKPN-24-2

Sketch Plan Submittal

Status: Active

Submitted On: 1/17/2024

Primary Location1094 Goshen Road
Rincon, GA 31326**Owner**CHURCH GRACE
COMMUNITY CHURCH OF
EFFINGHAM COUNTY
GEORGIA INC P O BOX 1369
RINCON, GA 31326**Applicant** McCaulea Kirkland
 912-644-3249
@ mccaulea_kirkland@emc-
eng.com
 5857 Hwy 21 South
Rincon, GA 31326**Internal Documents** **Staff Report**

No File Uploaded

 **Staff Review Letter**

No File Uploaded

 **Board of Commissioners Meeting***


04/02/2024

 **Map***

451

 **Parcel***

21

 **Description of Development***Proposed Zoning: PD / Residential
Development of 78 Lots **Road Name***

Goshen Road

 **Sketch Plan Modifications** **Recommended Changes for Preliminary Plan**

Applicant Information

Applicant / Agent Name*

SIMCOE Investment Group, LLC (Clay Price)

Applicant Phone Number*

912-727-2920

Applicant Email Address*

clay@hoiconstruction.com

Applicant Address*

PO Box 3097

Applicant City*

Richmond Hill

Applicant State*

GA

Applicant Zip Code*

31324

Is Applicant owner of property?*

Yes

Project Information

Proposed Name of Project*

Goshen Church Tract

Map Number*

04510

Parcel Number*

021

Total Acreage of Property*

39.94

Number of Lots Proposed*

78

Current Property Zoning*

R-1

Proposed Water*

Effingham County

Proposed Sewer*

Effingham County

Are any variances requested?*

If so, please described*

no

n/a

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

Applicant*

Owner*

Clay Price
Jan 17, 2024

Clay Price
Jan 17, 2024

Engineer Information

Engineer *

Engineer Phone Number*

Alec B. Metzger

912-644-3223

Engineer Address*

Engineer City*

27 Chatham Center South Drive, Suite A

Savannah

Engineer State*

Engineer Zip Code*

GA

31405

Surveyor Information

Surveyor*

Surveyor Phone Number*

Jimmy R. Toole

912-644-3237

Surveyor Address*

Surveyor City*

27 Chatham Center South, Suite A

Savannah

Surveyor State*

GA

Surveyor Zip Code*

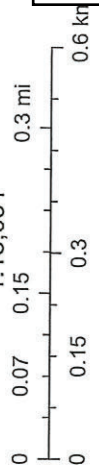
31405

451-21

Item XVI. 1.



1:13,091



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

1/23/2024

- Roads
- Tax Parcels
- Tax Parcel Labels
- R-1
- AR-1
- AR-2
- I-1
- PD
- Other
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Blue: Band_3

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY		
Date Received: _____	Project Number: _____	Classification: _____
Date Reviewed: _____	Reviewed by: _____	

Proposed Name of Subdivision GOSHEN CHURCH TRACT

Name of Applicant/Agent CLAY PRICE Phone 912-727-2920

Company Name SIMCOE INVESTMENT GROUP, LLC.

Address PO BOX 3097 RICHMOND HILL GA 31324

Owner of Record GRACE COMMUNITY CHURCH OF EFFINGHAM COUNTY, GEORGIA, INC. Phone _____

Address PO BOX 1369 RINCON GA 31326

Engineer ALEC B. METZGER (EMC ENGINEERING SERVICES, INC.) Phone 912-644-3223

Address 27 CHATHAM CENTER SOUTH DRIVE, SUITE A SAVANNAH GA 31405

Surveyor JIMMY R. TOOLE (EMC ENGINEERING SERVICES, INC.) Phone 912-644-3223

Address 27 CHATHAM CENTER SOUTH DRIVE, SUITE A SAVANNAH GA 31405

Proposed water EFFINGHAM COUNTY Proposed sewer EFFINGHAM COUNTY

Total acreage of property 39.94 Acreage to be divided 29.60 Number of Lots Proposed 78

Current Zoning R-1 Proposed Zoning PD Tax map - Block - Parcel No 04510021

Are any variances requested? _____ 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 10th day of January, 2024

[Signature]
Notary Wendy K Russell

[Signature], Manager
Applicant

[Signature], Manager
Owner



EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

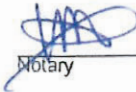
The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

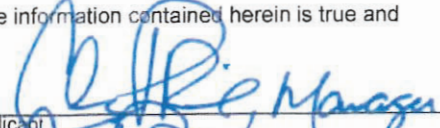
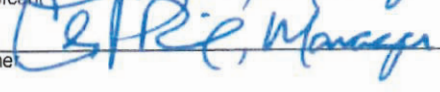
Office Use	Applicant Use	
(a) Project Information:		
✓		1. Proposed name of development.
✓		2. Names, addresses and telephone numbers of owner and applicant.
✓		3. Name, address and telephone number of person or firm who prepared the plans.
✓		4. Graphic scale (approximately 1"=100') and north arrow.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

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

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

This 10th day of January, 2024


Notary Wendy K. Russell


Applicant [Signature]

Owner [Signature]



Staff Report

Subject: Sketch Plan (Fourth District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Craig Johnson** request approval of a **sketch plan** for “**Stillwell Pines**” Located on Stillwell Road, zoned **AR-1. [Map# 427 Parcel# 14B]**

Summary Recommendation

Staff has reviewed the application, and recommends **Alternative 2** of a **sketch plan** for “Stillwell Pines”

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.
- Access is from Stillwell Road.
- The applicant is showing a “15’ Adjacent Property Buffer” on 3 sides, it should be labeled as “15’ Vegetated Buffer”. Front buffer should also be labeled as 15’ Vegetated Buffer.
- The ordinance requires the parking lot to be paved. (3.30.5.2 *Surfacing for all retail sales and services, business services, and professional services. Off-street parking areas for all retail sales and services, business services, and professional services serving the general public and having access to and abutting a paved street shall be provided with a hard surface, all-weather pavement of asphalt or cement and shall be so graded and drained to provide for the adequate runoff and disposal of surface water.*)
- Permanent Structures, such as paved driveways are prohibited in the zoning setbacks.
- Wetlands are not shown on this Sketch Plan, there should be a 50’ wetland buffer.
- Sketch Plan should be scaled 1” = 100ft, and all property should be shown.
- If impervious surface exceeds 5,000sqft, a Land Disturbing Activity Permit with GSWCC approval is required.
- **On March 12, 2024, Planning Board voted to approve the Sketch Plan for “Stillwell Pines”**

Alternatives

1. **Approve the sketch plan** for “Stillwell Pines”
2. **Deny the Sketch Plan** for “Stillwell Pines”

Recommended Alternative: 2

Department Review: Development Services
Attachments: 1. Sketch Plan Application

Other Alternatives: 1

FUNDING: N/A
2. Sketch Plan 3. Aerial Photograph

SKPN-24-3

Sketch Plan Submittal

Status: Active

Submitted On: 2/7/2024

Primary Location

1625 Stillwell Road
Springfield, GA 31329

Owner

JOHNSON ANTHONY CRAIG
P O BOX 118 SPRINGFIELD,
GA 31329

Applicant

 McCaulea Kirkland
 912-644-3249
mccaulea_kirkland@emc-
@ eng.com
 5857 Hwy 21 South
Rincon, GA 31326

Internal Documents

Staff Report



No File Uploaded

Staff Review Letter



No File Uploaded

Board of Commissioners Meeting*

—

Map*

—

Parcel*

—

Description of Development*

Road Name*

Sketch Plan Modifications

Recommended Changes for Preliminary Plan

Applicant Information

Applicant / Agent Name*

Craig Johnson

Applicant Phone Number*

912-665-2631

Applicant Email Address*

acjohnson1989.cj@gmail.com

Applicant Address*

PO Box 118

Applicant City*

Springfield

Applicant State*

GA

Applicant Zip Code*

31329

Is Applicant owner of property?*

Yes

Project Information

Proposed Name of Project*

Stillwell Pines

Map Number*

04270014B00

Parcel Number*

04270014B00

Total Acreage of Property*

15.07

Number of Lots Proposed*

1

Current Property Zoning*

AR-1

Proposed Water*

existing private well

Proposed Sewer*

existing private septic tank and
drainfield

Are any variances requested?*

If so, please described*

no

n/a

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

Applicant*

Craig Johnson
Feb 6, 2024

Owner*

Craig Johnson
Feb 6, 2024

Engineer Information

Engineer *

Alec B. Metzger

Engineer Phone Number*

912-644-3223

Engineer Address*

27 Chatham Center South Drive, Suite A

Engineer City*

Savannah

Engineer State*

GA

Engineer Zip Code*

31405

Surveyor Information

Surveyor*

Jimmy R. Tool

Surveyor Phone Number*

912-886-1687

Surveyor Address*

27 Chatham Center South Drive, Suite A

Surveyor City*

Savannah

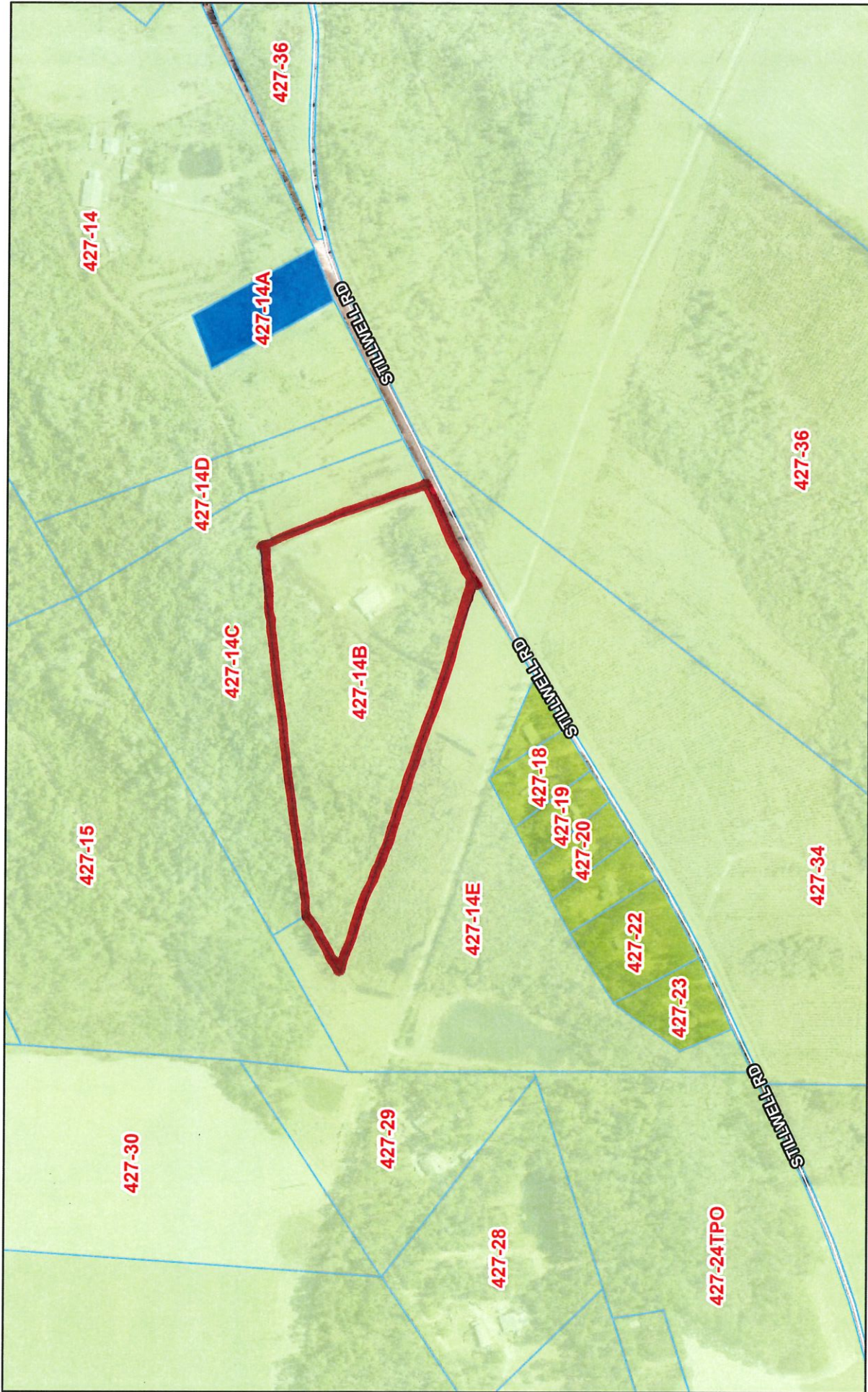
Surveyor State*

GA

Surveyor Zip Code*

31405

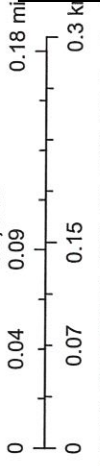
427-14B



2/7/2024

- Roads
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
 - AR-1
 - AR-2
 - B-2
 - B-2 Efn_fin_cache
- Band 1 (Red)
- Band 2 (Green)
- Band 3 (Blue)

1:6,545



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Item XVI. 2.

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY		
Date Received: _____	Project Number: _____	Classification: _____
Date Reviewed: _____	Reviewed by: _____	

Proposed Name of Subdivision Stillwell Pines

Name of Applicant/Agent Craig Johnson Phone 912-665-2631

Company Name _____

Address PO Box 116 Springfield, GA 31329

Owner of Record Craig Johnson Phone 912-665-2631

Address PO Box 116 Springfield, GA 31329

Engineer Alec B. Metzger Phone 912-644-3223

Address 27 Chatham Center South Drive, Suite A Savannah, GA 31405

Surveyor Jimmy R. Toole Phone 912-886-1687

Address 27 Chatham Center South Drive, Suite A Savannah, GA 31405

Proposed water existing private well Proposed sewer existing septic tank and drainfield

Total acreage of property 15.07 Acreage to be divided N/A Number of Lots Proposed N/A

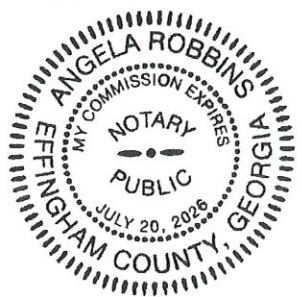
Current Zoning AR-1 Proposed Zoning AR-1 Tax map – Block – Parcel No 04270014B00

Are any variances requested? N/A 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 6th day of February, 2024
Angela Robbins
Notary

A. Craig Johnson
Applicant
A. Craig Johnson
Owner



EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

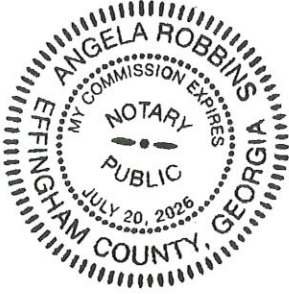
Office Use	Applicant Use	
(a) Project Information:		
✓		1. Proposed name of development.
✓		2. Names, addresses and telephone numbers of owner and applicant.
✓		3. Name, address and telephone number of person or firm who prepared the plans.
✓		4. Graphic scale (approximately 1"=100') and north arrow.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

N/A	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
N/A	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 6th day of February, 2024
Angela Robbins
Notary

A. Craig Johnson
Applicant
A. C. Johnson
Owner



Staff Report

Sketch Plan

Item XVI. 3.

Subject: Sketch Plan (Second District)
Author: Sammy Easton, Planner II
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **James Dasher** request approval of a **sketch plan** for “West Gate Phase 1” Located on Earl Lain Road, zoned **PD**. [Map# 436 Parcel# 3 & Map# 435 Parcel# 21, 21A & 21B]

Summary Recommendation

Staff has reviewed the application and recommends **approval** of a **sketch plan** for “West Gate Phase 1”

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 February 6, 2024, Board of Commissioners Meeting, this 116.7-acre residential development PD Text Amendment was approved.
- The condition requiring an updated Sketch Plan to be submitted was not removed from the Text Amendment, however this is the same Sketch Plan that was seen during that time.
- This sketch plan covers Phase 1, showing a 172 Lot Single Family Development.
- Access is to Earl Lain Road which connects to both Hodgeville Road and Kolic Helmly Road.
- The buffer will be 25’ along all sides, in addition to the wetland buffers on multiple sides.
- The proposed development is in Flood Plain A. A LOMR application to FEMA will be required.

Alternatives

- **Approve** the **sketch plan** for “West Gate Phase 1” with the following conditions:
 - Site Development Plans shall comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34-Flood Damage Prevention.
 - A Plat must be submitted recombining all parcels.
 - A LOMR application to FEMA.

2. Deny the **sketch plan** for “West Gate Phase 1”.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application 2. Sketch Plan

Other Alternatives: 2

FUNDING: N/A


3. Aerial Photograph

SKPN-23-2

Sketch Plan Submittal

Status: Active

Submitted On: 11/9/2023

Primary Location2084 Hodgeville Road
Guyton, GA 31312**Owner**MEDAUGH PEGGY ANN
3627 UNIVERSITY BLVD S
STE 210 JACKSONVILLE, FL
32216**Applicant** Ryan Thompson
 912-547-5724
 thompson.r@tandh.com
 50 Park of Commerce
Way
Savannah, GA 31405

Engineering Reviews

 1. Comments

Applicant Information

Applicant / Agent Name*

Fetzer Lakes (James Dasher)

Applicant Phone Number*

9126636239

Applicant Email Address*

james@jamesdasher.com

Applicant Address*

114 PENNY LANE

Applicant City*

GUYTON

Applicant State*

GEORGIA

Applicant Zip Code*

31312

Owner Information

Owner of Record*	Owner Phone Number*
Peggy Ann Boykin Medaugh	9046314182
Owner Address*	Owner City*
3627 UNIVERSITY BLVD S STE 210	Jacksonville
Owner State*	Owner Zip Code*
Florida	32216

Engineer Information

Engineer *	Engineer Phone Number*
Mike Hughes	(912) 234-5300
Engineer Address*	Engineer City*
50 Park of Commerce Way	Savannah
Engineer State*	Engineer Zip Code*
Georgia	31405

Surveyor Information

Surveyor*	Surveyor Phone Number*
Shupe Surveying	(912) 265-0562

Surveyor Address*

130 Canal Street, Suite 501

Surveyor City*

Pooler

Surveyor State*

Georgia

Surveyor Zip Code*

31322

Project Information

Proposed Name of Project*

Winwood Acres PD

Map Number*

04360003 & 04350021B and
04350021A & 04350021

Parcel Number*

04360003 & 04350021B and
04350021A & 04350021

Total Acreage of Property*

116.7

Number of Lots Proposed*

172

Current Property Zoning*

PD

Proposed Water*

Effingham

Proposed Sewer*

Effingham

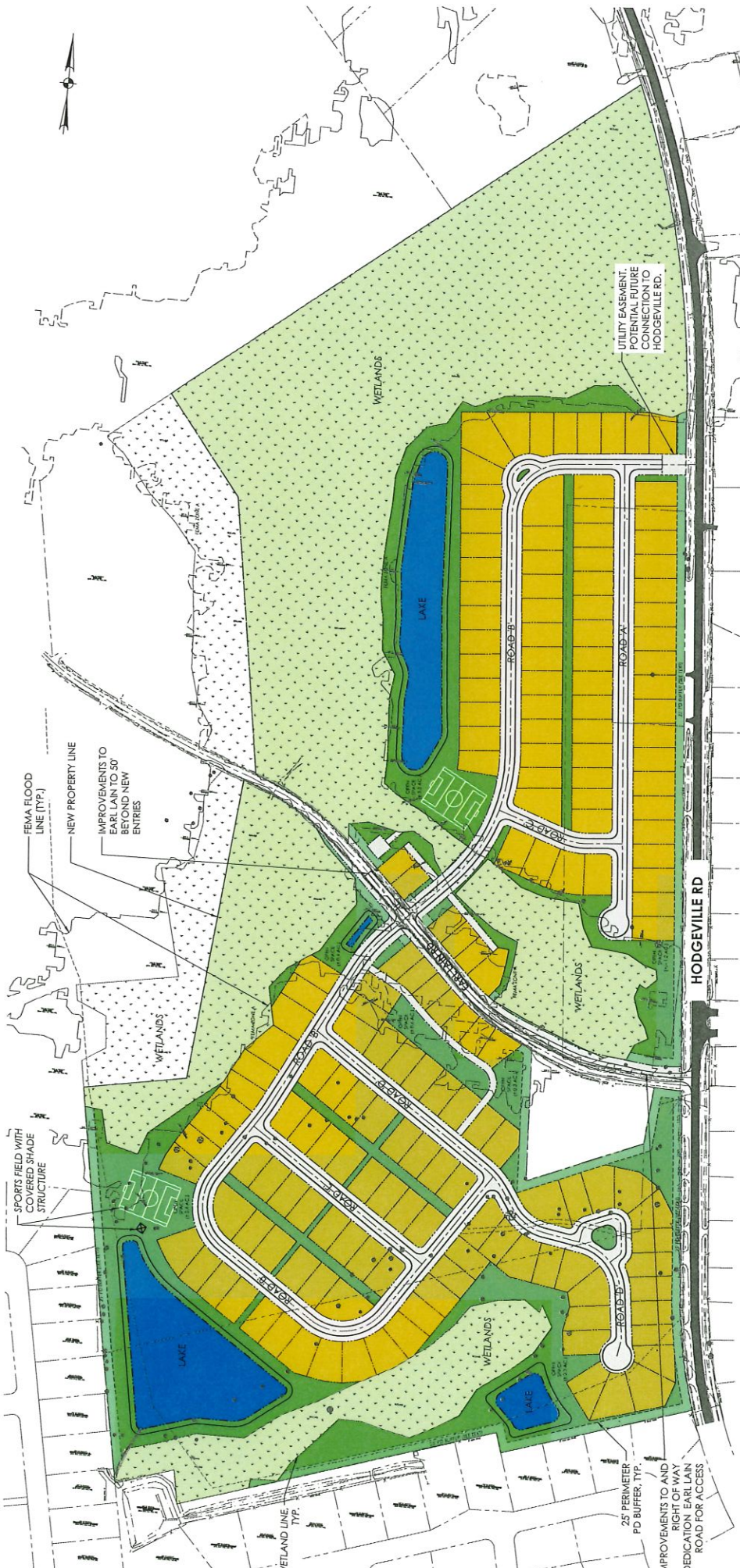
Are any variances requested?*

No

If so, please described*

None

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



SITE INFORMATION

APPLICANT
 FETZER LAKES DEVELOPMENT, LLC
 114 PENNY LANE, GUYTON, GA 31312

OWNER
 DOUGLAS WINWOOD BOYKIN
 AND PEGGY ANN BOYKIN MEDAUGH

PIN
 04340003 & 04350021 B (DOUGLAS WINWOOD BOYKIN), 04350021 A & 04350021 (PEGGY ANN BOYKIN MEDAUGH)

FLOOD ZONES
 FLOOD ZONE A AREAS ARE TAKEN FROM THE DIRM MAP 13103C

WETLANDS/TOPO
 WETLANDS AS SHOWN ARE BASED ON A PRELIMINARY WETLANDS ASSESSMENT BY RLC AND ARE SUBJECT TO FINAL DELINEATION AND PERMITTING FOR ANY NEEDED IMPACT. TOPO INFORMATION IS FROM PUBLICLY AVAILABLE LIDAR SOURCES.

GROSS DENSITY = 1.5 UNIT PER AC

172 SINGLE FAMILY LOTS

OPEN SPACE SUMMARY
 LAKES (TOTAL) = 116.7 GROSS AC / 73 NET AC
 MULTIPURPOSE FIELDS (TOTAL) = 23.5 AC (11.7 AC BUILDABLE)
 BEING NON-BUILDABLE (WETLANDS AND LAKES)

OPEN SPACE PROVIDED
 LAKES (SERVED WETLANDS) = 69.4 AC
 BUILDABLE OPEN SPACE = 43.7 AC
 *MULTIPURPOSE FIELDS (TOTAL) = 23.5 AC
 *THE STIPED AREAS ARE SHOWN ONLY FOR SCALE AND SIZE REFERENCE. THE AREA SHOWN IS 120' X 150', WHICH IS THE SIZE OF A 10-LA SOCCER FIELD. THE INTENT IS TO PROVIDE TWO MULTIPURPOSE FIELDS (ONE ON EACH SIDE OF EARL LANE ROAD).

BASED ON U.S. CENSUS DATA, THERE ARE APPROXIMATELY 2.8 PERSONS PER HOUSEHOLD IN EFFINGHAM COUNTY, GA, AND APPROXIMATELY 27% OF THE POPULATION IS 65 YEARS OF AGE OR OLDER. GIVEN THIS INFORMATION, IT IS ESTIMATED THAT THIS PD WILL HAVE 150 PERSONS AGE ZERO TO 18.

WATER AND SEWER WILL BE PROVIDED BY EFFINGHAM COUNTY. WATER EXISTS WITHIN THE HODGEVILLE ROAD RIGHT OF WAY AND SEWER IS ANTICIPATED TO REQUIRE A LIFT STATION AND FORCEMAIN CONNECTIONS VIA OFF-SITE CONNECTIONS TO THE COUNTY SYSTEM.

Table L-1 Development Standards

Item	Minimum	Maximum
Site	7,200 SF minimum	8,400 SF average
Width	30' minimum	70' minimum
Depth	100' minimum	150' minimum
Height	10' minimum	35'
Setbacks (Minimum)	5' (Front)	20' (10' REAR LOAD)
Side Setback	7.5'	15'
Front Setback	15'	25'
Rear Setback	15'	25'

*As measured at front setback line. Minimum may be reduced to 3' for the sloped area on out-of-lot easer or flag lots.

Item	Area +/-	Percentage of Total
Wetlands	34.6	29.9%
Earl Lane Rd.	3.3	2.9%
Highway	8.0	6.9%
Right-of-Way	11.6	10.0%
Wetlands	41.7	37.0%
Non-Lake or Wetland Open Space (TOTAL)	29.2	25.5%
TOTAL	116.7	100.0%

Item XVI. 3.

50 PARK OF COMMERCE WAY
 SAVANNAH, GA 31405 • 912.234.5
 WWW.THOMASANDHUTTON.CO

This map illustrates a general plan of the development for discussion purposes only. It does not constitute a contract or binding agreement. Dimensions, boundaries and position locations are for illustration only and are subject to an accurate survey and property description.

THOMAS AND HUTTON

GRAFFIUS SCALE
 1" = 400' & 1" = 800'

WINWOOD ACRES

PD MASTER PLAN AMENDMENT / SKETCH PLAN

EFFINGHAM COUNTY, GA

NOVEMBER 2022

REVISED: OCTOBER 2023

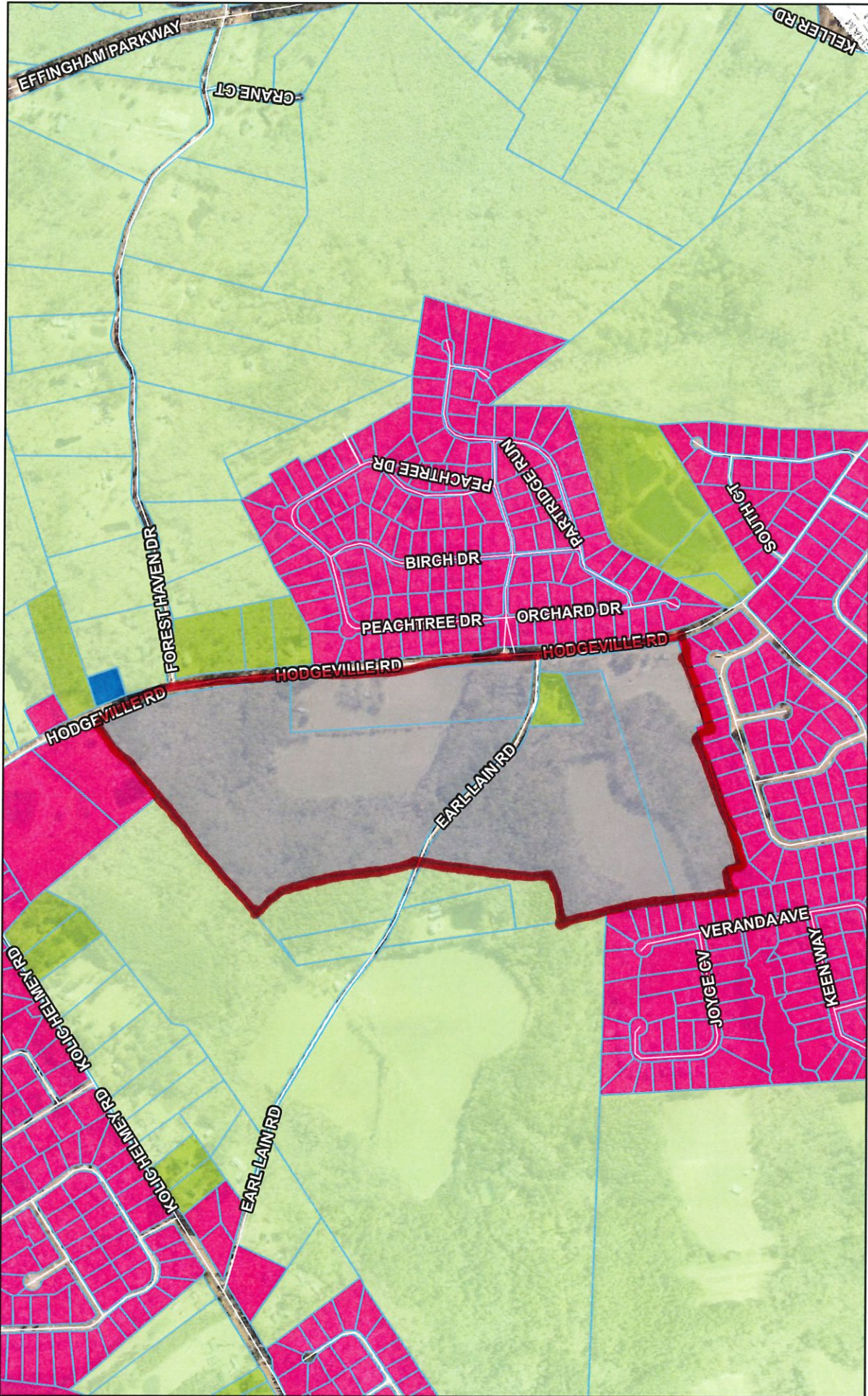
PREPARED FOR:

FETZER LAKES DEVELOPMENT, LLC

222



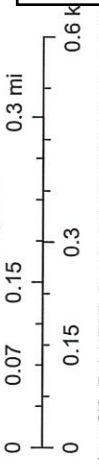
WINWOOD ACRES



11/27/2023

- Roads
- Tax Parcels
- Tax Parcel Labels
- Efn_fin_cache
- AR-1
- AR-2
- B-2
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- R-1
- Other

1:13,091



Item XVI. 3.

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USG
METI/NASA, EPA, USDA, Effingham County BOC

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Winwood Acres PD

Name of Applicant/Agent James Dasher Phone 912 663 6239

Company Name Fetzer Lakes, LLC

Address 114 PENNY LANE GUYTON, GEORGIA 31312

Owner of Record Peggy Ann Boykin Medaugh Phone _____

Address 2084 Hodgeville Road & 2054 Hodgeville Road

Engineer Mike Hughes, Thomas & Hutton Phone (912) 721 - 4191

Address 50 Park of Commerce Way, Savannah, GA 31405

Surveyor Shupe Surveying Company, P. C. - Grant Gammon Phone (912) 265-0562

Address 130 Canal Street, Suite 501 - Pooler, Georgia 31322

Proposed water Yes Proposed sewer Yes

Total acreage of property 116.7 Acreage to be divided n/a Number of Lots Proposed 172

Current Zoning PD Proposed Zoning PD Tax map – Block – Parcel No 04350021A & 04350021

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 3rd day of November, 2023

Jane Marie Hutton
Notary

Peggy Ann Boykin
Applicant
Peggy Ann Boykin
Owner



Front	20' (10' Rear Load)
Side (interior)	7.5'
Side (street)	15'
Rear	25'
<p>*Rear loaded lots may be 6,000 s.f. min. **As measured at front setback line. Minimum may be reduced to 55' for pie shaped lots on cul-de-sacs or tight radii.</p>	

Buffers will be provided around the entire perimeter of the property of a minimum of 25'. Areas where there are preserved wetlands will provide significantly larger buffers in many locations. Where noninvasive vegetation exists within the buffer areas it shall be preserved. Areas of buffers without existing vegetation and where adjacent to the Hodgeville Road right-of-way shall plant a minimum of 3 – 3” caliper canopy trees, 6 – 2” caliper evergreen understory trees and 15 – 3-gallon evergreen shrubs per 100’ l.f. of right-of-way frontage. It is encouraged that any buffer that is planted is done in a natural manner versus regularly spaced, uniform plantings. The intent of the buffers is to visually soften the view from the adjacent properties/roads and is not to completely block views.

A minimum setback of 20’ shall be provided to preserved wetlands. Grading shall be allowed within this area, but no impervious surfaces shall be constructed. The following exceptions shall apply and will be allowed within this setback area:

- Sidewalks, trails or other pedestrian features
- Areas of permitted wetland crossings/impacts
- Alleys and/or lanes for rear loaded lots
- Retaining walls

D) Exceptions requested

In order to allow for the development of the plan as shown on the PD master plan the following exceptions to the subdivision regulations are requested:

- Subdivision Regulations Sec.7.1.11 Cul-de-sacs. Dead ends of 150’ or less, meeting the International Fire Coad standards, shall be allowed without requiring a cul-de-sac.
- Subdivision Regulations Sec.7.3.1 Blocks. To be amended to allow block lengths up to 1,100 L.F. measured from center line to center line.
- Zoning Ordinance Sec.3.38.9 Freestanding sign size limits shall be defined as describe herein.

E) Percentage of Land Uses

Table 1-2 indicates the approximate acreages of land uses planned for Winwood Acres PD. The acreages below may vary upon development of a final engineered site plans. At no time shall the common open space fall below 20% of the total acreage with a minimum of 50% of that area being in buildable area.

<i>Table 1-2: Land Uses</i>		
	Acres +/-	Percentage of Site +/-
Standard Single-Family Lots (8,400 s.f. avg.)	34.6	29.6%
Lakes	5.7	4.9%
Earl Lain Rd. Right-of-Way Dedication	0.9	0.8%
Right-of-Way Dedication	11.6	10.0%
Preserved Wetland	43.7	37.4%
Non-Lake or Preserved Wetland Open Space (buildable area open space)	20.2	17.3%
TOTAL	116.0	100.0%

F) Dwelling Units

Table 1-3 summarizes the areas of Boykin Prop/Hodgeville Road. Gross density refers to the number of units divided by the total acreage of the parcel. Net density equals the number of units divided by the developable area (gross minus preserved wetlands).

<i>Table 1-3: Dwelling Unit Summary</i>			
Number of Units	Acres	Gross Density	Net Density
172	116.7	1.5 d.u./gross acre	2.4 d.u./net acre

G) Proposed Dedication of Public Use

Streets & Utility Easements:

All streets and water/sewer/storm utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements. Roads A thru E shown on the PD master plan shall be constructed to the County’s local street standards with curb and gutter, as defined by Section 7.1.13 of the County Subdivision Regulations and shall have curb and gutter. Sidewalks, streetlights and street trees located

within the right-of-way will be dedicated to the Homeowners Association.

Additionally, up to 30' of additional right of way will be dedicated along the entire frontage of the property of Earl Lain Road to allow for the creation of a county standard 60' right-of-way for this portion of the road. Earl Lain Road will be improved to county standards for local streets, as defined by Section 7.1.13 of the County Subdivision Regulations, by the developer from the intersection of Earl Lain Road/Hodgeville Road west to a point 50' beyond the newly constructed community entrances.

H) Open Space, Walks, and Common Areas

Community Recreation Facilities:

All amenity and recreational facilities will be owned and maintained by the developer until such time as it is dedicated to a Homeowner Association. All open spaces, amenity areas and natural preserve areas will be available for access by the residents of Winwood Acres for their enjoyment. Any trails or paths located within the community will either be constructed within a right-of-way, easement or common dedicated area.

Multiple access points to the community lakes are planned for easy access by all residents and not just limited to those that back up to the lakes. Most of the lakes will be located in such a manner as to be a community wide open space while also serving as a stormwater mitigation best management practice (BMP). Stormwater will generally be collected into common wet detention lakes, creating open water features and allowing for the settling of pollutants. Similar to all the other open spaces and amenities within the community, the lakes shall be owned and maintained by the developer until such time as these amenities are dedicated to the Homeowners Association.

Table 1-4 provides a summary of open space per the current plan. As noted previously, these acreage/percentages may change during the final design process, but at no time shall the total percentage of the site in common open space fall below 20% of the gross PD acreage.

<i>Table 1-4: Open Space Summary</i>		
	Acres +/-	Percentage of Site +/-
Lakes	5.7	4.9 %
Preserved Wetland	43.7	37.4 %
Buildable Common Area	20.2	17.3 %
TOTAL	69.6	60.0 %

I) Utilities

Water and sewer will be provided by Effingham County. Water, sewer, reuse lines, and sewer pump station will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee. A minimum 15’ dry utility easement will be provided across the frontage of all lots. As per the Effingham County Code requirements for PD districts, all plans will be reviewed and approved by the Effingham County Engineer prior to construction and will meet or exceed the requirements of Effingham County.

J) Access and Parking

The main access to the development is proposed via improvements to Earl Lain Road to the two new community main entries located off Earl Lain Road. Such improvements shall meet the minimum standards of a 60’ local street with the determination of either curbed or ditch to be made upon future study. Also, it is anticipated that additional secondary and/or emergency access point to Hodgeville road will be desirable and potentially required for safety reasons. Therefore, subject to a Traffic Impact Analysis (TIA) and conformance with the Access Management and Encroachment Regulations for Effingham County Roads, such additional access may be allowed subject to providing acceptable improvements as defined by the TIA are constructed.

Depending on the size/use of the community amenity area, accommodations for additional parking beyond those provided on each lot may be provided. Streets that are in front of amenity areas and mail kiosks are planned to be wide enough to accommodate parking on the street side directly adjacent to the amenity area or mail kiosk.

K) Signage

It is anticipated that multiple community identification signs will be requested. Free standing monument signage shall be allowed in the locations as shown on the PD master plan. The PD reserves the right to propose standards that may deviate from the typical zoning standards for signage so long as all building code issues are addressed. Such deviations may be approved at staff level. Should staff not agree, the matter may be brought to the planning board and county commission appeal.

The following standards shall apply:

PROJECT ENTRANCES SIGNS



<p>USE:</p> <p>Identifies the community along Hodgeville Road and Earl Lain Road</p>	<p>*MAXIMUM SIZE:</p> <p>8 foot height x width to be determined based on individual projects.</p>	<p>COLORS:</p> <p>To be determined by developer.</p>
<p>LOCATIONS:</p> <p>Allowed at each new entrance location and at intersection of Earl Lain Road and Hodgeville Road</p>	<p>ALLOWABLE SIGN AREA:</p> <p>50 square feet / face (per side for a median type sign)</p>	<p>COPY / LETTER SIZE:</p> <p>Letter size and style to be determined.</p>
<p>QUANTITY:</p> <p>For wall type signs, one allowed on each side of new entrances, and one allowed at the intersection of Earl Lain Road and Hodgeville Road. For median type signs, one double sided sign allowed per entrance.</p>	<p>VENEER MATERIALS:</p> <p>Brick, stucco, wood, or concrete sidings w/ steel, metal accents and trim or other approved material.</p>	<p>MISC:</p> <p>Property Owner Association will be responsible for maintenance of sign. Illumination if provided shall prevent light source from being visible to</p>

* This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the “allowable sign area” shall not be exceeded. Height shall be measure from elevation of adjacent roadway pavement or adjacent grade to sign, whichever is higher.

L) Schedule

It is the developer's intent to have started construction on the infrastructure in the first or second quarter of 2023. Three or four phases are anticipated and based upon current market conditions; subsequent phase is expected approximately one year after the previous phase. This development schedule may be modified based on market conditions, unforeseen delays in construction schedules, county availability of water/sewer capacity or other factors outside the control of the developer.

M) Installation of Improvements

The improvements to Earl Lane Road, sewer pump station and force main connections to existing county system will be installed during phase 1. Other infrastructure serving future phases will be installed with that phase. The amenity areas will be installed during the phase of the project where the amenity is located.

Staff Report

Subject: Variance (First District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024

Item Description: **Steve Murray** requests a variance from ordinance section 3.38.6, to allow for a reduction in required road frontage for a billboard. Located on US Highway 80, **zoned B-2 [Map# 378 Parcel# 11]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a variance from ordinance section 3.38.6, to allow for a reduction in required road frontage for a billboard.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The applicant would like to erect a digital billboard at this parcel facing both Highway 17 and Highway 80.
- The applicant meets all other requirements to have the billboard, with the exception of the road frontage needed.
- Per the Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance; Article III – General Provisions; Section 3.38.6 – Billboards:**
 - The billboard must be on commercial or industrial land. It must be located on a parcel with at least 200 feet of state or federal highway frontage.*
- This property currently has approximately 165 feet of frontage along Highway 80 and approximately 152 feet of frontage along Highway 17.
- Georgia Department of Transportation (GDOT) has closed Highway 17 access located along the north-east property line.
- At the March 12, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. Approve the request for variance

- All requirements of the Effingham County Code of Ordinances, **Appendix C, Article III, Section 3.38.6 – Billboards** are adhered to.

2. Deny the request for variance





Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Variance application 2. Site Plan 3. Deed
 4. Ownership certificate/authorization 5. Aerial photograph

VAR-24-1	Primary Location	Applicant
Variance Application	0	 Steve Murray
Status: Active	,	 912-663-4276
Submitted On: 1/24/2024	Owner	 telfordprop@aol.com
		 339 Horseshoe Rd Bloomingdale , Ga 31302

Staff Review

 **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Staff Description**

from section 3.38.6 to allow for a reduction in required road frontage for a billboard.

 **Public Notification Letters Mailed**

02/19/2024

 **Planning Board Ads**

03/13/2024

 **Board of Commissioner Ads**

02/21/2024

 **Commissioner District***

1st

 **Request Approved or Denied**

—

 **Letter & ZMA Mailed**

—

General Information

Zoning District*

B-2

Map/Parcel Number*

378-11

Is this concurrent with a Rezoning? *

No

Describe why the variance is needed*

We want to erect a digital billboard and the property facing the two state roads is short of the required 200' according to code 3.38.6b.

How does request meet criteria of Section 7.1.8?

The property is triangular in shape and is .27 acres in size. The two sides facing state roads are short of the 200' requirement to make the property usable. One side has a length of 162.70,' the other side has a length of 150.75' and the third side has a length of 244.82'. Therefore, it is unusable unless a variance could be granted in order to establish a reasonable use of the property.

Who is applying for variance request?*

Owner

Applicant Information

Applicant Name*

steve murray

Applicant Phone Number*

19126634276

Applicant Email Address*

telfordprop@aol.com

Applicant Address*

339 Horseshoe Rd, Bloomingdale, GA
31302

City*

Bloomingdale

State*

GA

Zip Code*

31302

Signature

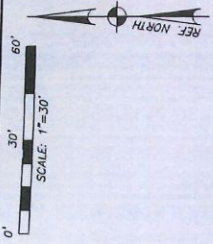
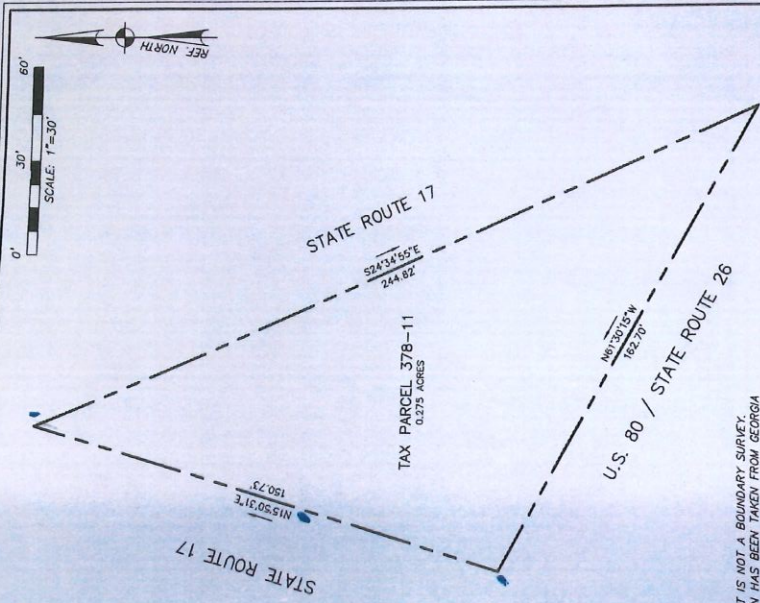
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge,

Digital Signature*

✓ Steve T. Murray

Jan 22, 2024

458.25'
3" chain links w/angled barbed



THIS PROPERTY EXHIBIT IS NOT A BOUNDARY SURVEY.
 PROPERTY INFORMATION HAS BEEN TAKEN FROM GEORGIA
 D.O.I. PROJECT STP-005-5(28) AND FROM DEED
 RECORDED IN DEED BOOK 1204 PAGES 427-437 HAS
 NOT BEEN FIELD VERIFIED BY BREWER LAND SURVEYING.

A PROPERTY EXHIBIT OF
TAX PARCEL 378 - 11
 EFFINGHAM COUNTY, GEORGIA

PREPARED FOR
JUSTIN MURRAY
 JPM200810 DATE: 11/09/2023

BREWER
LAND SURVEYING
 P.O. Box 441
 Pooler, GA 31122
 info@brewersurvey.com
 Phone (912) 856-2205
 www.BrewerSurvey.com

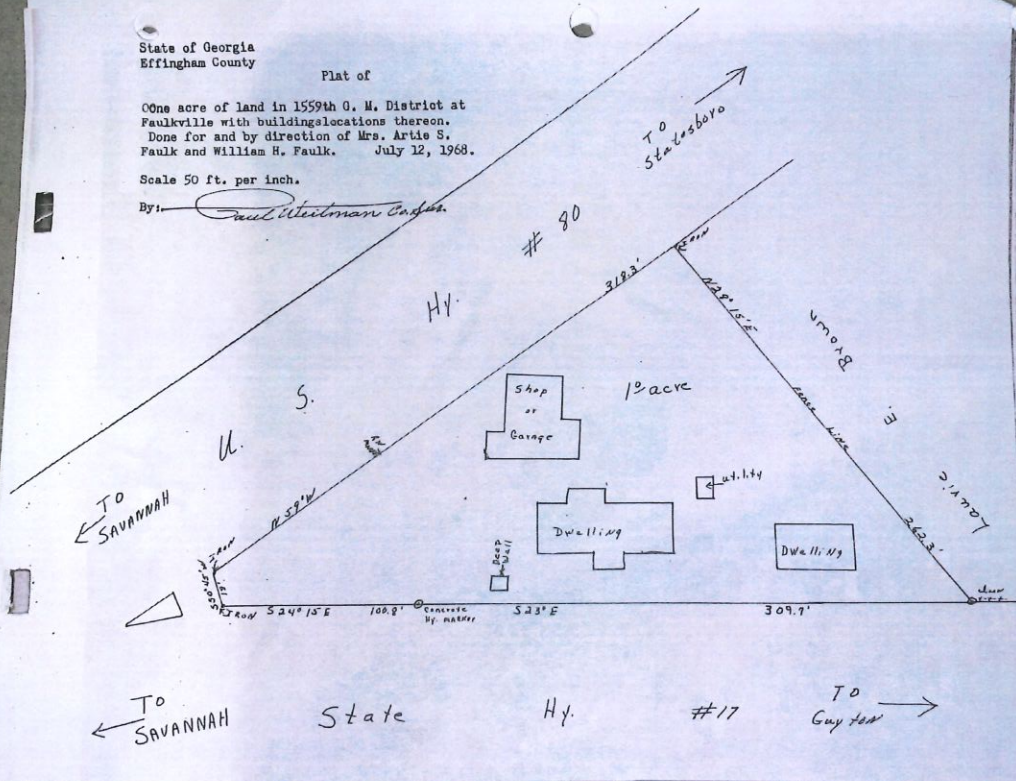
State of Georgia
Effingham County

Plat of

One acre of land in 1559th G. M. District at
Faulkville with building locations thereon.
Done for and by direction of Mrs. Artie S.
Faulk and William H. Faulk. July 12, 1968.

Scale 50 ft. per inch.

By: *Paul Ulsterman* *Surveyor*



TO SAVANNAH ← State Hy. #17 → TO GAYTON

Surveyor Record Book "I" (eye) / Page 295

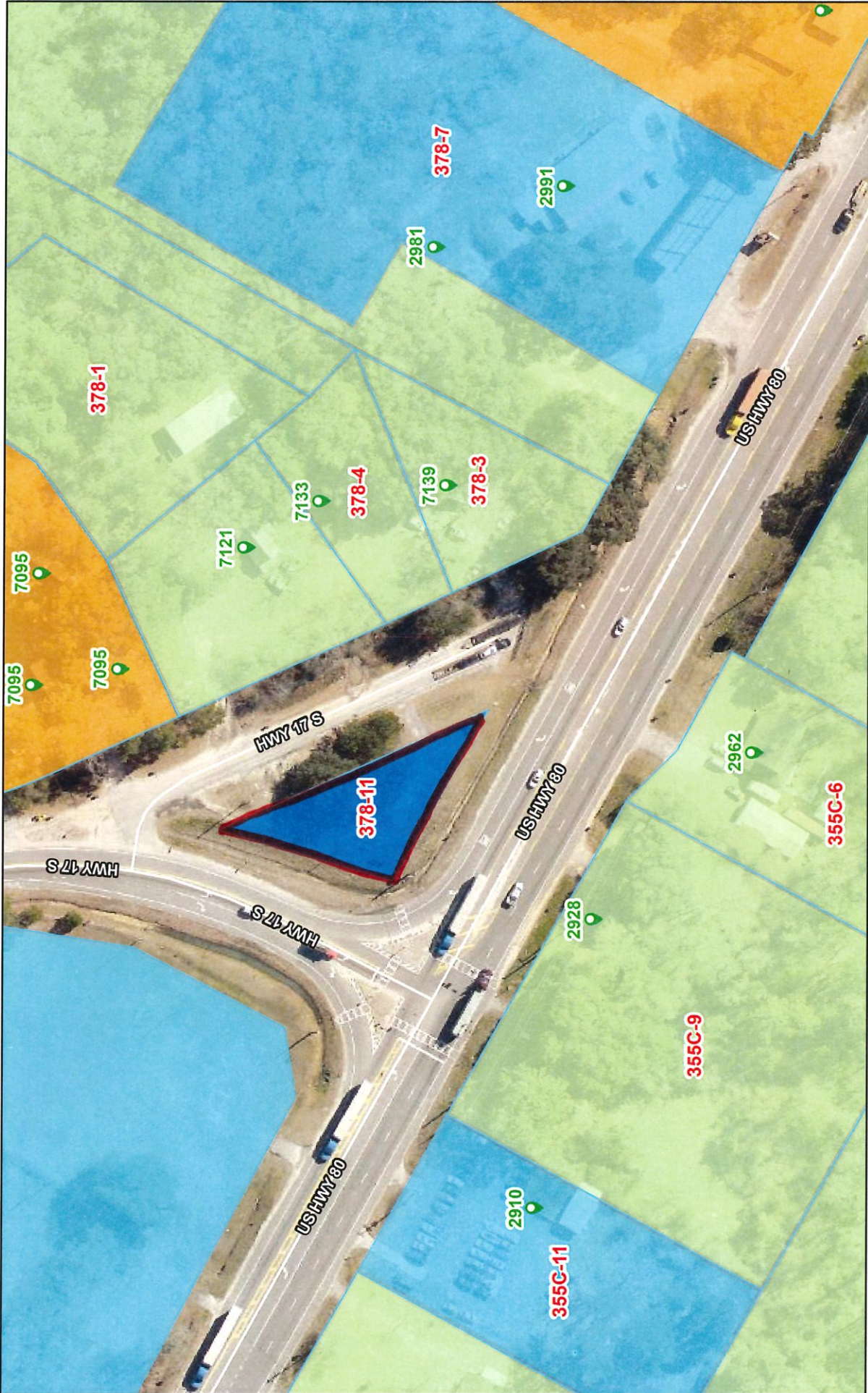
378-11



Item XVI. 4.

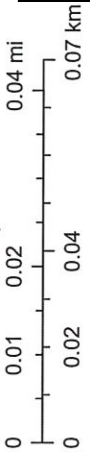
378-11

Item XVI. 4.



1/24/2024

1:1,636



- Addresses
- Roads
- Tax Parcels
- Tax Parcel Labels
- Efn_fin_cache
- B-2
- B-3
- AR-1
- R-4
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024

Item Description: **Steve Murray** requests a variance from ordinance section 3.38.6, to allow for a reduction in required road frontage for a billboard. Located on US Highway 80, **zoned B-2 [Map# 378 Parcel# 11]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a variance from ordinance section 3.38.6, to allow for a reduction in required road frontage for a billboard.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The applicant would like to erect a digital billboard at this parcel facing both Highway 17 and Highway 80.
- The applicant meets all other requirements to have the billboard, with the exception of the road frontage needed.
- Per the Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance; Article III – General Provisions; Section 3.38.6 – Billboards:**
 - The billboard must be on commercial or industrial land. It must be located on a parcel with at least 200 feet of state or federal highway frontage.*
- This property currently has approximately 165 feet of frontage along Highway 80 and approximately 152 feet of frontage along Highway 17.
- Georgia Department of Transportation (GDOT) has closed Highway 17 access located along the north-east property line.
- At the March 12, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. Approve the request for **variance**

- All requirements of the Effingham County Code of Ordinances, **Appendix C, Article III, Section 3.38.6 – Billboards** are adhered to.

2. Deny the request for **variance**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

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

378-11

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

378-11

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, STEVE MURRAY has filed an application for a variance, to allow for a reduction in required road frontage for a billboard.; map and parcel number 378-11, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024, and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED THAT a variance to allow for a reduction in required road frontage for a billboard; map and parcel number 378-11, located in the 1st commissioner district is approved, with the following condition:

1. All requirements of the Effingham County Code of Ordinances, Appendix C, Article III, Section 3.38.6 – Billboards are adhered to.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Keith Blocker – EB Miles Properties, Inc.** requests to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use. Located on US Highway 80 W. **[Map# 378 Parcel# 6 & 7]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to rezone the 9.21 acres of the 11.03 acres to prepare the parcel for commercial development.
- The applicant would like to combine a part of the parcel to the east (378-7) with this parcel to have the adequate entrance for this parcel (378-6). Parcel 878-7 is already zoned B-3, with an existing convenience store on the property.
- The Future Land Use Map (FLUM) shows parcel 378-6 as agriculture/residential and parcel 378-7 as commercial for future use. Both parcels are also shown within the projected Commercial Corridor Character Area for Highway 80.
- At the March 12, 2024, Planning Board Meeting, Mr. Alan Zipperer made a motion for approval. Mr. Brad Smith second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use with the following conditions:

- A GDOT Permit for access onto US Highway 80 will be required.
- Buffers shall be adhered to per the Effingham County Code of Ordinances, Article III, Section 3.4 Buffers.
- A plat shall be approved by Development Services, and then recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use.

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

RZN-24-12

Rezoning Application


Status: Active

Submitted On: 2/8/2024

Primary Location

0

Owner

Applicant Scott Monson 912-665-2935 monson.s@tandh.com 50 Park of Commerce
Way

Savannah, GA 31405

Staff Review **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Notification Letter Description ***

subdivision and change of land use.

 **Map #***

378

 **Parcel #***

6 & 7

 **Staff Description** **Georgia Militia District***

1559

 **Commissioner District***

1st

 **Public Notification Letters Mailed**

02/20/2024

 **Board of Commissioner Ads**

03/13/2024

🔒 Planning Board Ads

02/21/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name*

Keith Blocker - EB Miles Properties, Inc.

Applicant Email Address*

KBlocker@ssterminal.com

Applicant Phone Number*

912-656-6499

Applicant Mailing Address*

2755 Strickland Street

Applicant City*

Pembroke

Applicant State & Zip Code*

GA 31321

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

B-3 (Highway Commercial)

Map & Parcel *

0378-00000-006-000 & 0378-00000-007-000

Road Name*

US Highway 80 West

Proposed Road Access* 	Total Acres *
Relocation of Shared Driveway	11.03

Acres to be Rezoned*
9.21

Lot Characteristics *

Parcel 006 is undeveloped and mostly wooded. Parcel 007 has a 3800 sf Convenience Store and gas pumps.

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

Subdivide the property, sell the CStore, and market the back property for commercial development.

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

North*

AR-1

South*

Ar-1 & B-2

East*

AR-1, R-4, & B-1

West*

AR-1 & B-2

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

Parcel 006 is undeveloped and mostly wooded. Parcel 007 has a 3800 sf Convenience Store and gas pumps.

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

Parcel 006 no longer has a reasonable economic use as a property zoned AR-1. Single family residential (1 unit per 5 acres) and commercial agricultural uses that are permitted under the AR-1 zoning do not represent the best use of the property, given the transition of this section along Highway 80 to a commercial corridor.

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

The owner/applicant proposes to prepare Parcel 006 for commercial development. Parcel 007 will continue with its present use as a convenience store.

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

The property at the corner of Zeigler Rd. & Hwy. 80 is a Chevron station and Convenience Store. The property immediately east of the site is a mobile home park with 3 slab built houses and 11 mobile homes. Properties immediately west are residential. A Parker's Kitchen is permitted for the corner of Hwy. 80 and GA Hwy. 17. The southside of Hwy 80 is occupied by Trademark Truck Lines, another Parker's Store, The Faulkville Animal Hospital, The Oak's Strip Center (Subway, Gordon's Pharmacy, small restaurant, Star Nails Shop) and then several private residences.

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

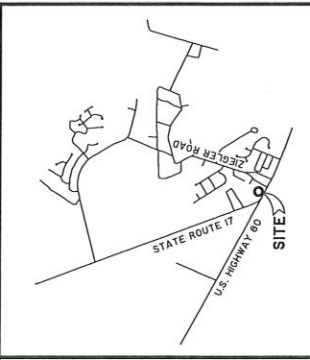
The Highway 80 corridor in this area has been transitioning from a mix of residential and commercial uses for a number of years. The transition has intensified in recent years and will continue to do so.

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

No zoning change is proposed for the Convenience store parcel and the use is proposed to stay the same. The zoning change from AR-1 to B-3 for the larger parcel and the planned commercial use may add traffic to Hwy. 80 but the added traffic would likely be less than most types of future residential development. The proposed rezoning and future land use would not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

Digital Signature*

✔ Keith Blocker
Feb 8, 2024



VICINITY MAP

This document and all readable copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless the document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

SURVEYOR'S CERTIFICATION

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OF SURVEY. THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH APPLICABLE REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE. THE SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE AND THE REGULATIONS AND STANDARDS AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION AND PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

RECOMBINATION PLAT

PARCEL A AND PARCEL B

BEING A RECOMBINATION OF

PORTIONS OF THE

HENRY EDWARDS ESTATE

KNOWN AS: 2991 U.S. HIGHWAY 80
LOCATED IN THE 1559TH G.M. DISTRICT
EFFINGHAM COUNTY, GEORGIA

prepared for
E.B. MILES PROPERTIES

By _____ Date _____

THOMAS & HUTTON

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

Item XVI. 6.

100 0 100
1 INCH = 1 FIELD
4/6/2023
2/05/2024 DEY WCP
Eob 31059.0000 SHEET

REFERENCES

1. PLAT RECORDED AT PLAT RECORD BOOK 5, PAGE 02, GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, PROJECT NO. STP-005-4(2B), DATED 7/2/2000.
2. WAY MAPS, PROJECT NO. STP-005-4(2B), DATED 7/2/2000.

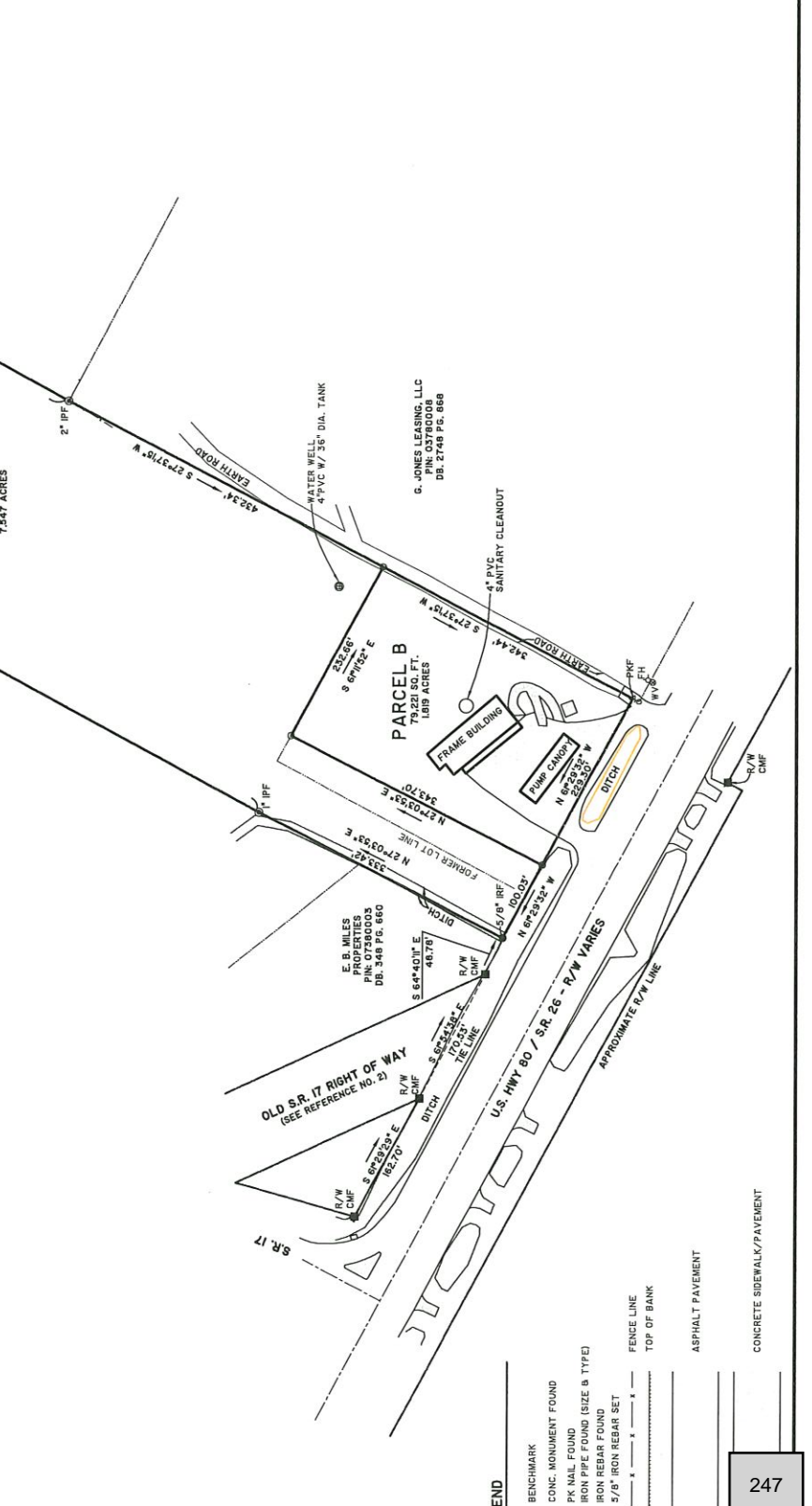
KENNETH L. SOULS
PIN: O355A003
DB: 2813 PG. 502

RICHARD S. & LINDA L. SMITH
PIN: O355A004
DB: 850 PG. 204

PARCEL A
326,732 SQ. FT.
7.547 ACRES

JEWEL A. FENNEL
PIN: O2203 PG. 188
DB: 2203 PG. 188

E. B. MILES PROPERTIES
PIN: O7340 PG. 660
DB: 348 PG. 660



NOTES

1. FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOMBO R2, GEOMAX ZENITH 35 GNSS RECEIVER, THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF .001 IN 36,425 FEET, AN ANGULAR ERROR OF 0" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
2. ALL CORNERS MARKED WITH 5/8" IRON REBAR, 24" LONG WITH CAP STAMPED "TH" UNLESS OTHERWISE NOTED.
3. THIS PLAT HAS A PRECISION OF ONE FOOT IN 271,748 FEET.
4. ALL MEASUREMENTS AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
5. ACCORDING TO F.I.R.M. MAP NO. 1803C, PANEL O364E, EFFECTIVE 3/16/2015, THE PROPERTY SHOWN ON THIS PLAT LIES IN ZONE X.
6. THE PROPERTY IS UNDER THE JURISDICTION OF THE GEORGIA DEPARTMENT OF TRANSPORTATION. THE PROPERTY IS SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMITS AND APPROVAL.
7. UPON THE LOCATION OF SURFACE UTILITIES SHOWN ON THIS DRAWING IS BASED MARKINGS AND DEPTH OF UNDERGROUND UTILITIES AND/OR SURFACE MARKINGS AND DEPTH OF UNDERGROUND UTILITIES SHOWN HEREON OR ANY EXCAVATION OF THE UTILITY. EXACT CAN BE DETERMINED VIA AN EXCAVATION OF THE UTILITY.
8. TAX MAP NUMBERS: O3780007 AND O3780008.
9. PROPERTY OWNER: E.B. MILES PROPERTIES (PER TAX RECORDS).
10. TITLE REFERENCE: DEED BOOK 348, PAGE 660.
11. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND WITHOUT RESTRICTIONS OF RECORD.
12. ALL IMPROVEMENTS ARE NOT SHOWN.

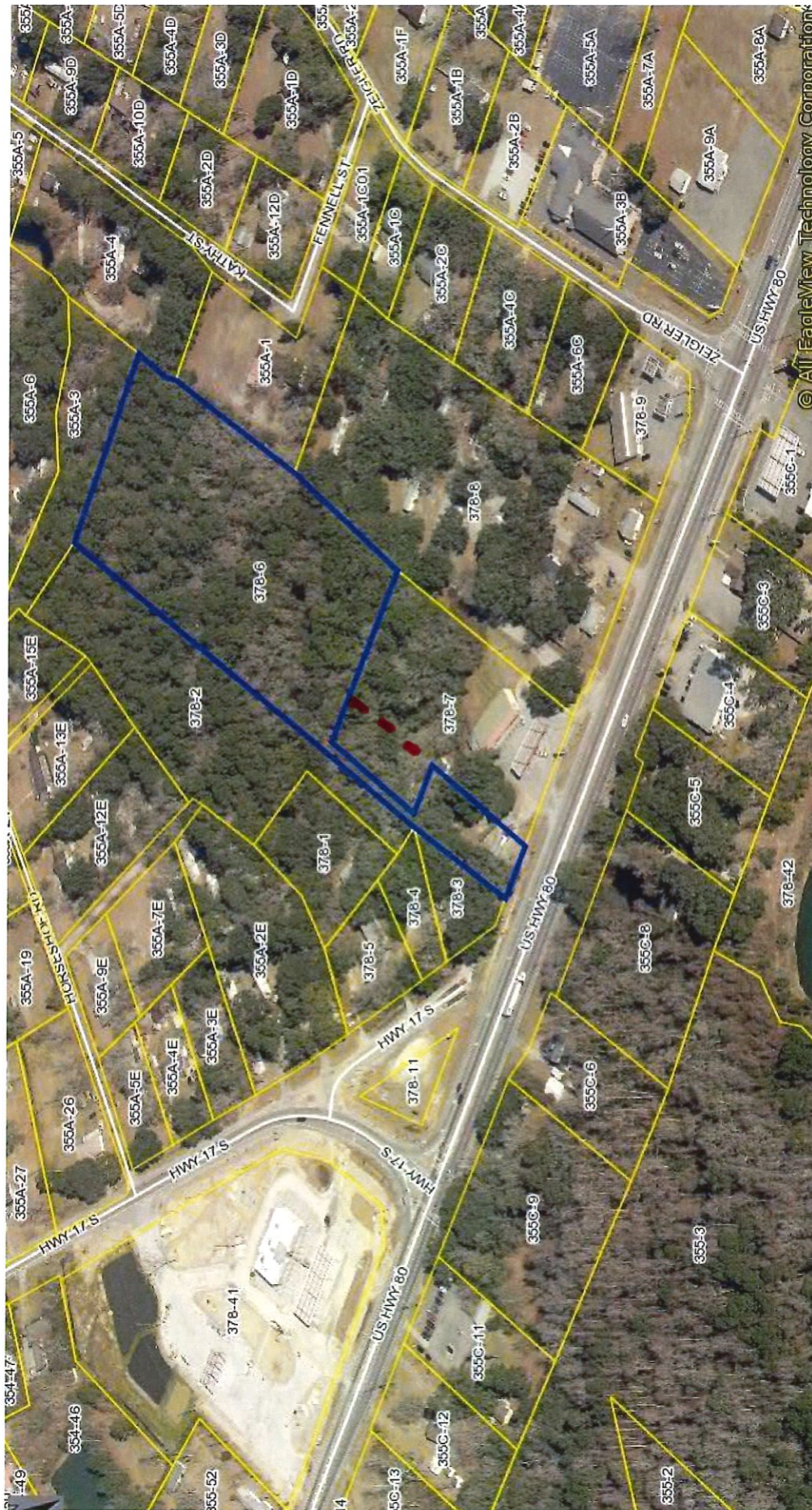
LEGEND

- BENCHMARK
- CONC. MONUMENT FOUND
- PK NAIL FOUND
- IRON PIPE FOUND (SIZE & TYPE)
- IRON REBAR FOUND
- 5/8" IRON REBAR SET
- FENCE LINE
- TOP OF BANK
- ASPHALT PAVEMENT
- CONCRETE SIDEWALK/PAVEMENT

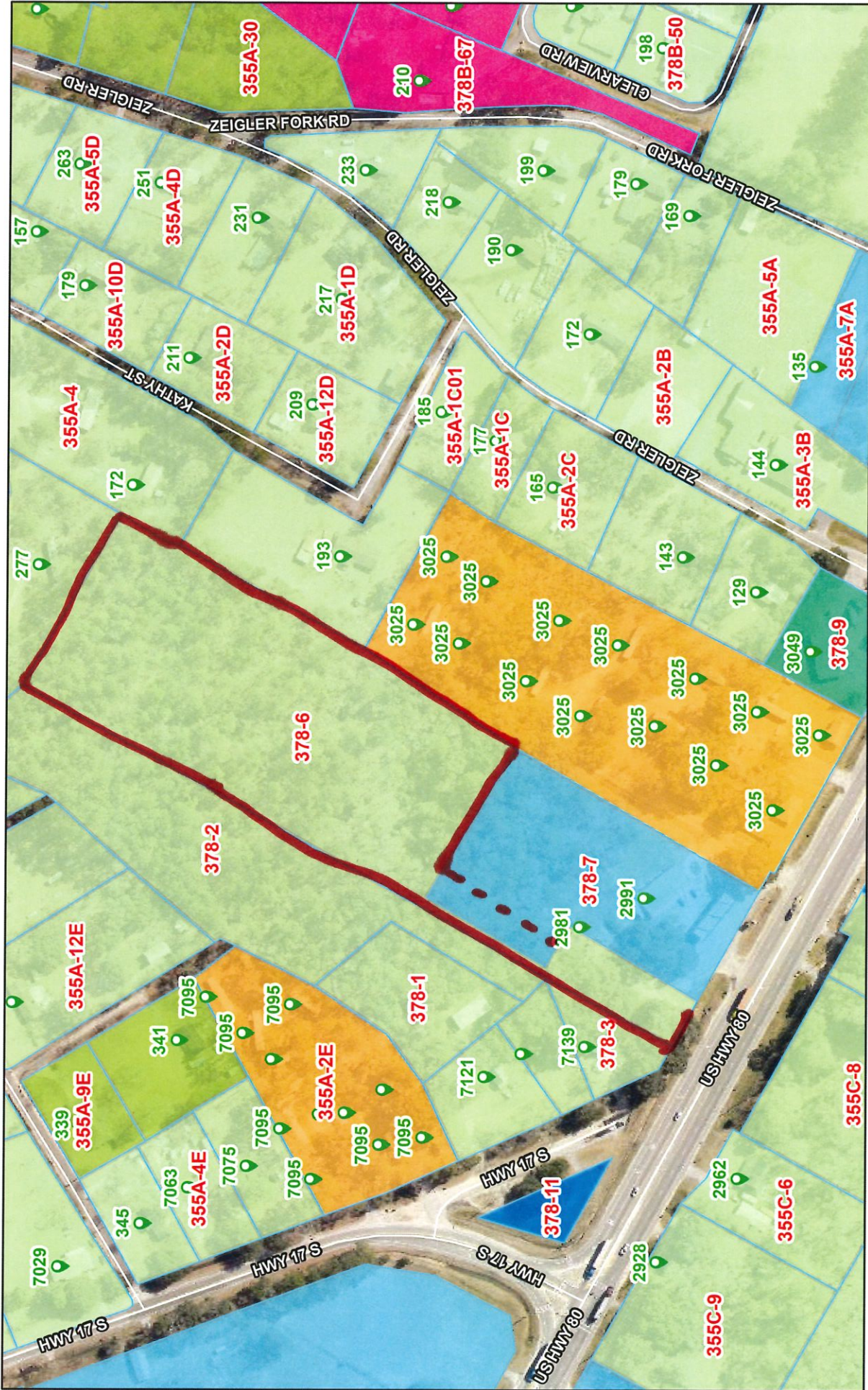
THIS SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT

PER EFFINGHAM COUNTY SUBDIVISION REGULATIONS SECTION 3.2.7 THE COMBINATION OR RECOMBINATION OF LOTS OR UNDIVIDED LOTS WHERE THE TOTAL NUMBER OF LOTS IS NOT LESS THAN THE RESULTANT LOTS ARE EQUAL TO THE STANDARDS OF THE GOVERNING AUTHORITY ARE EXEMPT FROM THIS REGULATION.

378-6 & 7

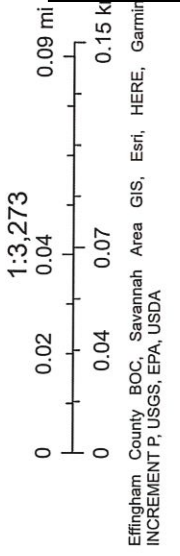


378-6 & 7



2/9/2024

	Addresses		AR-2		B-1		Efn_fin_cache
	Roads		R-1		B-2		Red: Band_1
	Tax Parcels		AR-1		B-3		Green: Band_2
							Blue: Band_3



Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin
INCREMENT P, USGS, EPA, USDA

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 **Keith Blocker- EB Miles Properties, Inc** – (Map # 378 Parcels # 6 & 7) from AR-1 to B-3 zoning.

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

B.S

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL

DISAPPROVAL

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D.B.

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Keith Blocker- EB Miles Properties, Inc** – (Map # 378 Parcels # 6 & 7) from AR-1 to B-3 zoning.

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A.Z.
③

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

NA

DISAPPROVAL _____

Of the rezoning request by applicant **Keith Blocker- EB Miles Properties, Inc** – (Map # 378 Parcels # 6 & 7) from AR-1 to B-3 zoning.

I had to re-use myself.

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

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

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

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

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

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

R.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Keith Blocker – EB Miles Properties, Inc.** requests to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use. Located on US Highway 80 W. **[Map# 378 Parcel# 6 & 7]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to rezone the 9.21 acres of the 11.03 acres to prepare the parcel for commercial development.
- The applicant would like to combine a part of the parcel to the east (378-7) with this parcel to have the adequate entrance for this parcel (378-6). Parcel 878-7 is already zoned B-3, with an existing convenience store on the property.
- The Future Land Use Map (FLUM) shows parcel 378-6 as agriculture/residential and parcel 378-7 as commercial for future use. Both parcels are also shown within the projected Commercial Corridor Character Area for Highway 80.
- At the March 12, 2024, Planning Board Meeting, Mr. Alan Zipperer made a motion for approval. Mr. Brad Smith second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use with the following conditions:

- A GDOT Permit for access onto US Highway 80 will be required.
- Buffers shall be adhered to per the Effingham County Code of Ordinances, Article III, Section 3.4 Buffers.
- A plat shall be approved by Development Services, and then recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** +/- 9.21 of 11.03 acres from **AR-1** to **B-3** to allow for subdivision and change of land use.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**00 STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
378-6 & 7

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
378-6 & 7

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, KEITH BLOCKER – EB MILES PROPERTIES, INC. has filed an application to rezone nine and twenty-one hundredth (9.21) +/- acres; from AR-1 to B-3 to allow for subdivision and change of land use; map and parcel number 378-6 & 7, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024 and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED THAT nine and twenty-one hundredths (9.21) +/- acres; map and parcel number 378-6 & 7, located in the 1st commissioner district is rezoned from AR-1 to B-3 to allow for subdivision and change of land use, with the following conditions:

1. A GDOT Permit for access onto US Highway 80 will be required.
2. Buffers shall be adhered to per the Effingham County Code of Ordinances, Article III, Section 3.4 Buffers.
3. A plat shall be approved by Development Services, and then recorded, before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Vincent Helmey** as agent for **William Earl Barton Jr. and Treda Hodge** requests to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site. Located on Harvey Road. **[Map# 303 Parcel# 28]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The parcel located on Harvey Road (303-28) is currently a non-conforming AR-1 lot. The applicant would like to subdivide the parcel to divide into two separate owners.
- Due to the subdivision of the property, this requires that the lots come into zoning conformance. The lots will be less than 5 acres and therefore will need to be rezoned to AR-2.
- Per Effingham County Code of Ordinances, **Table of Permitted Uses**, the following are allowed within the AR-2 zoning district:
 - Single Family Detached
 - One Additional Single Family Detached Dwelling
 - Disaster Emergency Housing
 - Mobil Homes
 - Manufactured Homes
 - Religious Housing
 - Youth Home
 - Plant Nurseries
 - Short term Vacation Rentals
 - Veterinarians
 - Schools
 - Places of Worship
- This rezoning is consistent with the Future Land Use Map (FLUM) that has this parcel projected as agriculture/residential.
- At the March 12, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval with Staff Recommendations. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site with the following conditions:

1. A plat must be approved by Development Services, then recorded, for the zoning to take effect.

2. Deny the request for to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

3. Plat
4. Aerial photograph
5. Deed

RZN-24-13

Rezoning Application

Status: Active

Submitted On: 2/8/2024

Primary Location

136 Harvey Road

Bloomington, GA 31302



Owner

HODGE TRED AND BARTON

WILLIAM EARL JR

413 LIVE OAK CHURCH RD

LOT 19 HINESVILLE, GA 31313

Applicant Vincent Helmly 912-429-9395 ext. 00000 helmlyv@aol.com 129A Burton's Road
Savannah, Ga 31405**Staff Review** **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Notification Letter Description ***

subdivision to create new home sites.

 **Map #***

303

 **Parcel #***

28

 **Staff Description** **Georgia Militia District***

1559

 **Commissioner District***

1st

 **Public Notification Letters Mailed**

02/20/2024

 **Board of Commissioner Ads**

03/13/2024

🔒 Planning Board Ads

02/21/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

Vincent Helmey

Applicant Email Address*

Helmlyv@aol.com

Applicant Phone Number*

9124299395

Applicant Mailing Address*

129A Burton Rd

Applicant City*

Savannah

Applicant State & Zip Code*

Ga 31405

Property Owner Information

Owner's Name*

William earl Barton Jr & tread Hodge

Owner's Email Address*

Helmlyv@aol.com

Owner's Phone Number*

9123209098

Owner's Mailing Address*

413 live oak church rd lot 19

Owner's City*

Hinesville

Owner's State & Zip Code*

GA 31313

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Map & Parcel *

303-28

Road Name*

Harvey Rd

Proposed Road Access* ?

Harvey Rd

Total Acres *

2.94

Acres to be Rezoned*

2.94

Lot Characteristics *

210 frontage on Harvey road

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

In order to divide into two owners

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

North*

South*

Ar-1

Ar-1

East*

West*

Ar-1

Ar-1

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

Residential

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

No

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

Residential

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

Residential

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

Adjacent properties are residential , a nearby property is 0.45 acres (c pb b page 187 b1)

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

No

Digital Signature*

 Vincen Helmly

Feb 8, 2024

5131489047
PARTICIPANT ID

BK-28 PG-638-638
P2019000173

FILED IN OFFICE
CLERK OF COURT
08/23/2019 03:33 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Elizabeth Hursey

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

REFERENCE:

- 1. DE 245, PAGE 132
- 2. DE 317, PAGE 54
- 3. PRD 5, PAGE 230
- 4. PRD 5, PAGE 236

ACCORDING TO FARM MAP NO. C1003004E
EFFECTIVE DATE 3/18/2015, THIS PARCEL SHOWN
HEREON LIES IN ZONE ZONE X
NOT A SPECIAL FLOOD HAZARD AREA

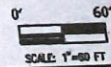
This plat is a retracement of an existing parcel or parcels of land and does not establish or create a new parcel or make any changes to any real property boundaries. The recording information of this document, maps, plans, or other instruments which create this parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF FINANCIAL COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Vincent Helmly 7/31/19
VINCENT HELMLY NO. 1882 DATE:



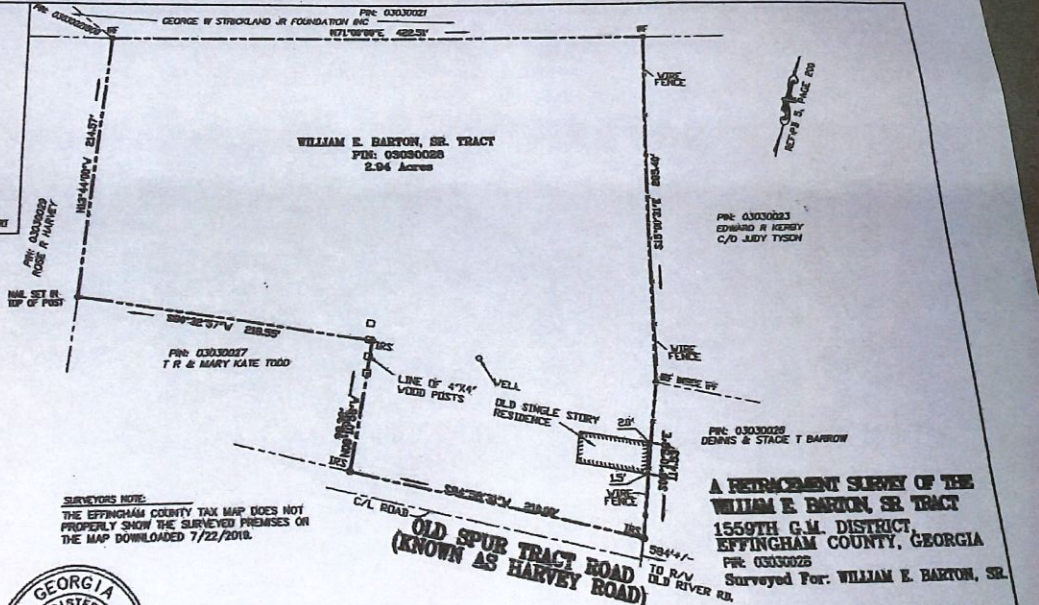
ERROR OF CLOSURE:
FIELD: 1/3482
ANGULAR ERROR OF 2" PER
ANGLE POINT AND ADJUSTED
BY COMPASS METHOD
PLAY CLOSURE 1:154,783
EQUIPMENT: TOPCON GTS230W
TOTAL STATION, SINGLE PRISM

- LEGEND**
- 85'-50" ROD FOUND
 - 85'-50" PIPE FOUND
 - 85'-50" ROD SET



SCALE: 1"=60 FT

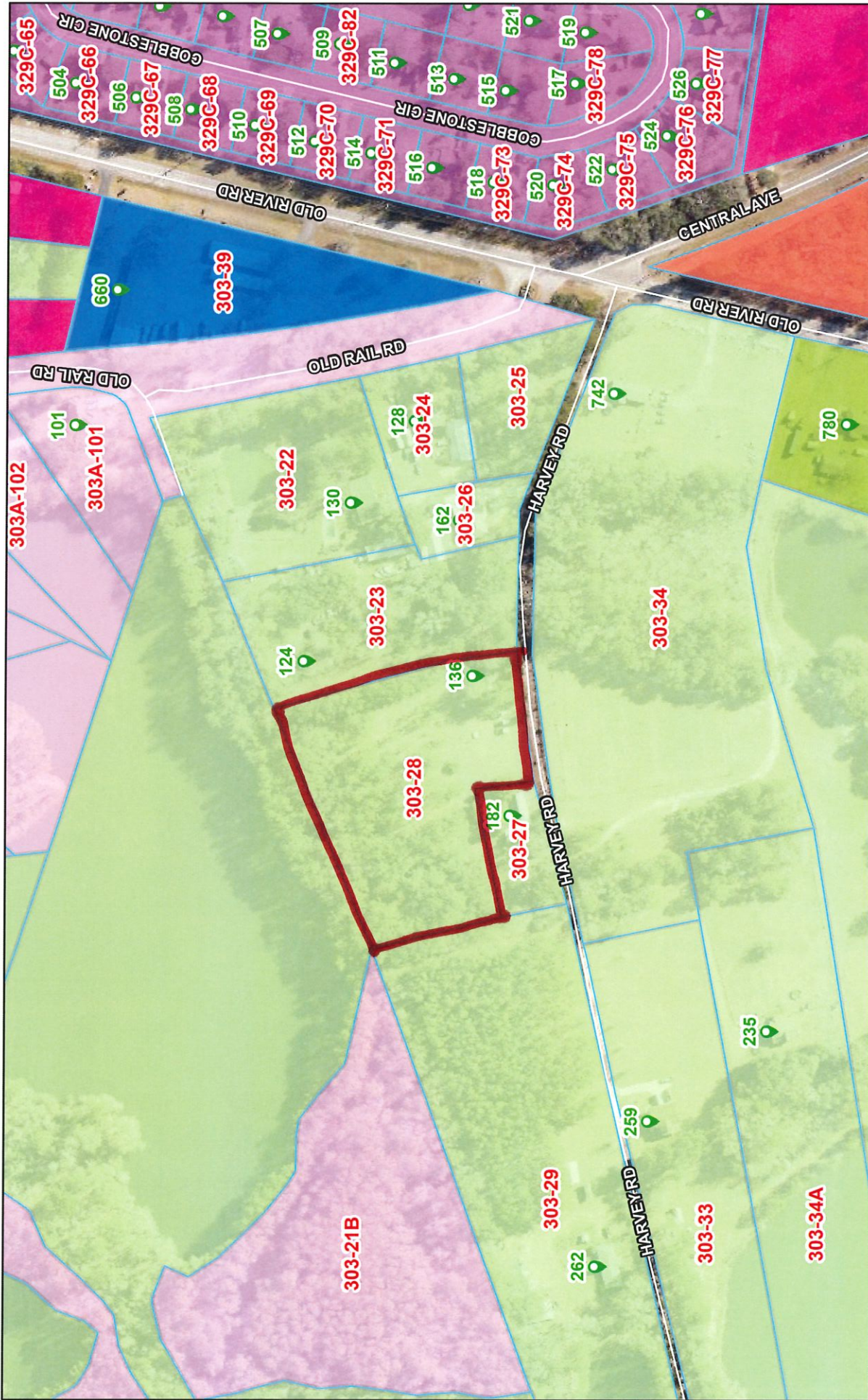
Vincent Helmly
129-A BURTON ROAD
SAVANNAH, GEORGIA 31405
(912) 523-3523
FIELD SURVEY DATE: 7/2019
DATE: 7/31/19 JOB No. 19-152



303-28

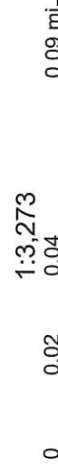


303-28



2/9/2024

- Addresses
- Roads
- Tax Parcels
- Tax Parcel Labels B-2 AR-2 R-1 AR-1
- Effingham County Zoning I-1 PD Band_3
- Efn_fin_cache Red: Band_1 Green: Band_2 Blue: Band_3



Item XVI. 8.

263

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Vincent Helmey as agent for William Earl Barton Jr. and Treda Hodge – (Map # 303 Parcels # 28)** 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?

D.B.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Vincent Helmey as agent for William Earl Barton Jr. and Treda Hodge – (Map # 303 Parcels # 28)** 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?

A. Z.
(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 **Vincent Helmey as agent for William Earl Barton Jr. and Treda Hodge – (Map # 303 Parcels # 28)** 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?

R.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Vincent Helmey** as agent for **William Earl Barton Jr. and Treda Hodge** requests to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site. Located on Harvey Road. **[Map# 303 Parcel# 28]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The parcel located on Harvey Road (303-28) is currently a non-conforming AR-1 lot. The applicant would like to subdivide the parcel to divide into two separate owners.
- Due to the subdivision of the property, this requires that the lots come into zoning conformance. The lots will be less than 5 acres and therefore will need to be rezoned to AR-2.
- Per Effingham County Code of Ordinances, **Table of Permitted Uses**, the following are allowed within the AR-2 zoning district:

- Single Family Detached	- Youth Home
- One Additional Single Family Detached Dwelling	- Plant Nurseries
- Disaster Emergency Housing	- Short term Vacation Rentals
- Mobil Homes	- Veterinarians
- Manufactured Homes	- Schools
- Religious Housing	- Places of Worship
- This rezoning is consistent with the Future Land Use Map (FLUM) that has this parcel projected as agriculture/residential.
- At the March 12, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval with Staff Recommendations. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site with the following conditions:
 1. A plat must be approved by Development Services, then recorded, for the zoning to take effect.
- 2. Deny** the request for to **rezone** +/- 2.94 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
Attachments: 1. Zoning Map Amendment

FUNDING: N/A

**00 STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
303-28

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
303-28

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, VINCENT HELMEY AS AGENT FOR WILLIAM EARL BARTON JR. AND TREDA HODGE has filed an application to rezone two and ninety-four hundredth (2.94) +/- acres; from AR-1 to AR-2 to allow for subdivision to create new home sites; map and parcel number 303-28, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024 and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED THAT two and ninety-four hundredths (2.94) +/- acres; map and parcel number 303-28, located in the 1st commissioner district is rezoned from AR-1 to AR-2 to allow for subdivision to create new home, with the following conditions:

- 1. A plat must be approved by Development Services, then recorded, for the zoning to take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **SIMCOE Investment Group, LLC** as agent for **Grace Community Church of Effingham County, Georgia Inc** requests to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development. Located on Goshen Road. **[Map# 451 Parcel# 21]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to develop an approximate 78 unit detached single- family residential community.
 - The building setbacks are comparable to the R-5 zoning district.
 - The total lot size proposed is 3,456 sq. ft. with a lot width of 36' and a depth of 96.'
- The proposed development will have a maximum net density of 4.0 units per acre.
- Amenities will include a grass playing field, walking trail, park space with benches and picnic tables, and preserved public spaces and passive recreation paces throughout.
- Water and Sewer will be provided by Effingham County.
- The applicant is requesting the following exceptions:
 - *Section 7.3.1 – Block Length.* – Currently Effingham County Code of Ordinance states that Block length shall not exceed 800 feet nor be less than 400 feet. The applicant would like to allow block length up to 2,800 L.F. measured from the center line. No road stub outs to undeveloped property are available, no secondary entrance is available, and the width of the property doesn't allow conventional block layout.
 - *Section 3.38.9 – Freestanding Sign Size* – The applicant is requesting that the PD reserves the right to propose standards that may deviate from the typical zoning standards for signage so long as all building code issues are addressed. Such deviations may be approved at staff level, Should staff not agree, the matter may be brought to the Planning Board and County Commission for appeal.
 - Minimum road centerline radius requested to be 100'.
- Mr. Alec Metzger, EMC, as the engineer for this project, and did ask that first and fourth condition listed below be removed, as discussions with staff have addressed these concerns.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for denial due to the total density proposed for this development. Mr. Brad Smith second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development with the following conditions:

- Based on similar densities and traffic approved at recent Board of Commissioner meetings, and with comparable traffic improvements being completed before permitting of the subdivision. The suggested start of the subdivision shall be fourth quarter of 2025 or first quarter of 2026.
- A 6ft wooden privacy fence shall be abutted against the residential subdivision.
- The Traffic Impact Analysis (TIA) that is suggested within the PD text shall be submitted to Development Services prior to the final plat approval.

- A curfew shall also be imposed within the proposed Homeowners Association (HOA) for the open space amenities from 6am to 10pm.
- Per the Effingham County Code of Ordinances, Section 5.15.5.4, a Sketch Plan shall be required and approved before development.

2. Deny the request for to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development.

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

RZN-24-5

Rezoning Application

Status: Active

Submitted On: 1/17/2024

Primary Location

1094 Goshen Road

Rincon, GA 31326

Owner



CHURCH GRACE

COMMUNITY CHURCH OF

EFFINGHAM COUNTY

GEORGIA INC P O BOX 1369

RINCON, GA 31326

Applicant McCaulea Kirkland 912-644-3249 mccaulea_kirkland@emc-
eng.com 5857 Hwy 21 South
Rincon, GA 31326**Staff Review** **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Notification Letter Description ***

residential development.

 **Map #***

451

 **Parcel #***

21

 **Staff Description** **Georgia Militia District***

9

 **Commissioner District***

2nd

 **Public Notification Letters Mailed**

02/19/2024

 **Board of Commissioner Ads**

03/13/2024

🔒 Planning Board Ads

02/21/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

SIMCOE Investment Group, LLC (Clay Price)

Applicant Email Address*

clay@hoiconstruction.com

Applicant Phone Number*

912-727-2920

Applicant Mailing Address*

PO Box 3097

Applicant City*

Richmond Hill

Applicant State & Zip Code*

GA 31324

Property Owner Information

Owner's Name*

Grace Community Church of Effingham
County, Georgia Inc

Owner's Email Address*

n/a

Owner's Phone Number*

n/a

Owner's Mailing Address*

PO Box 1369

Owner's City*

Rincon

Owner's State & Zip Code*

GA 31326

Rezoning Information

Present Zoning of Property*

R-1 (Single Family Residential)

Proposed Zoning of Property*

PD (Planned Development)

Map & Parcel *

04510021

Road Name*

Goshen Road

Proposed Road Access* ?

Goshen Road

Total Acres *

39.94

Acres to be Rezoned*

29.6

Lot Characteristics *

includes a church, undeveloped area, and wetlands

Water Connection *

Public Water System

Name of Supplier*

Effingham County

Sewer Connection

Public Sewer System

Name of Supplier*

Effingham County

Justification for Rezoning Amendment *

to sell approx. 29.6 ac for residential development and keep approx. 10.34 ac for the existing church

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

North*

South*

I-1

R-1

East*

West*

R-1

R-6

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

A portion of the property is currently occupied by a church and the remainder is undeveloped woodland.

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

Yes, only limited use as woodland.

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

The proposed use is to construct a residential subdivision.

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

Properties along the east, west, and across Goshen Road to the south are currently used as residential. Property along the north are industrial.

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

Adjacent and nearby properties are currently used as residential. Additional open area/buffer is provided to limit view from Goshen Road.

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?*

Traffic will increase, but the county is planning to improve Goshen Road. Utilities are available. Schools are planning handle growth.

Digital Signature*

 Clay Price
Jan 17, 2024

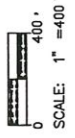
DATE: AUGUST

JOB NO: 97-88

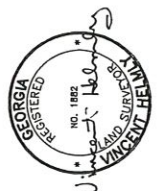
VINCENT HELMLY
115 BURTON ROAD
SAVANNAH, GEORGIA 31405

SURVEYED FOR: MARILYN SMITH

SCALE: 1"=400'



SCALE: 1" = 400'



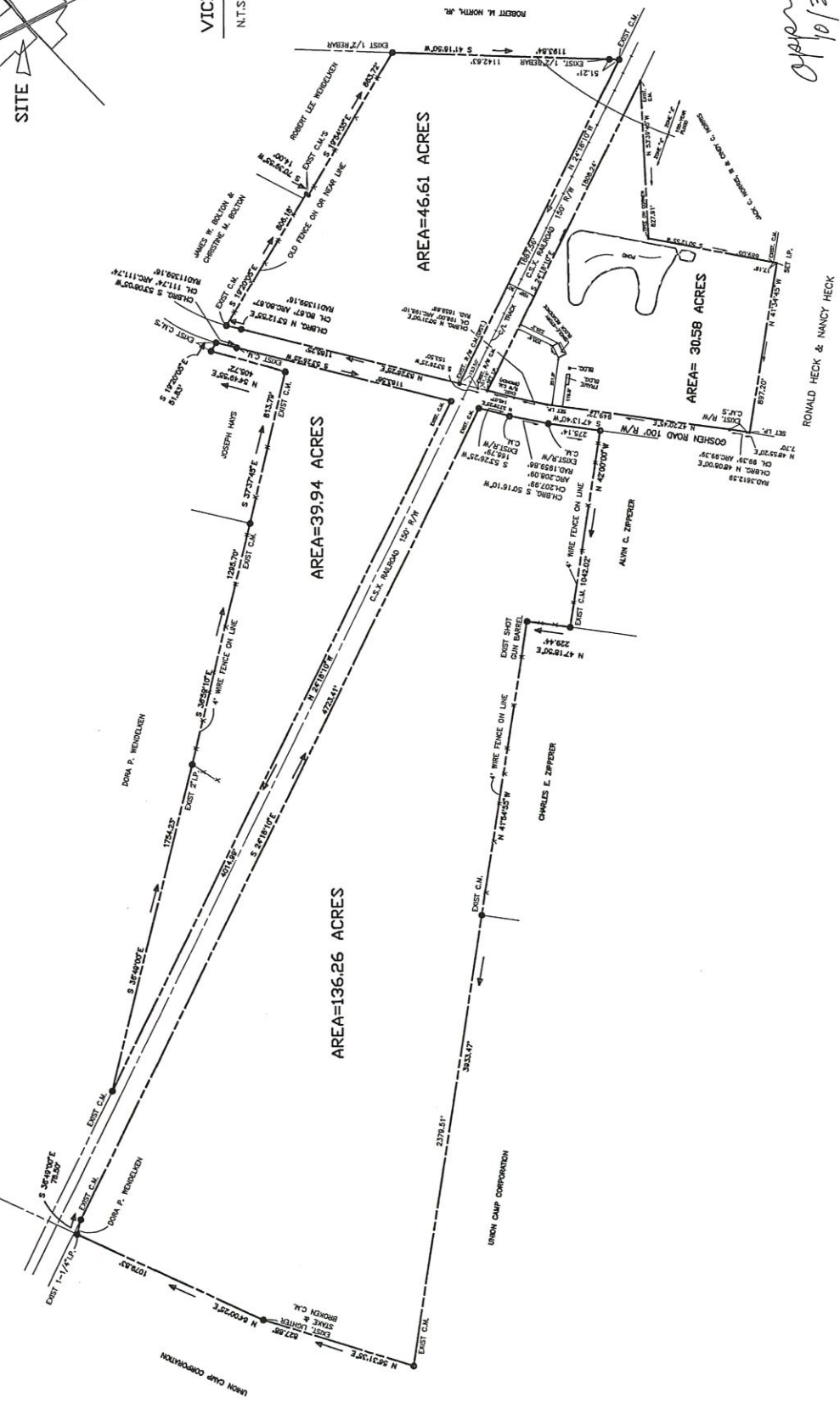
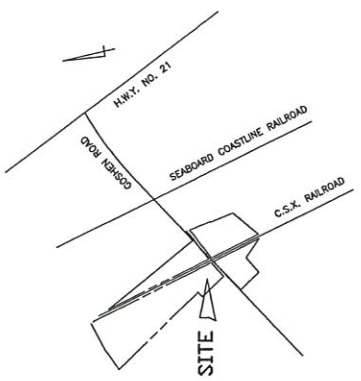
NOTE:
ERROR OF CLOSURE:
FIELD 1/7260 PER ANG. PT.
ANG. ERROR 1/3" COMPASS METHOD
PLAT 1/1" 455.649
EQUIPMENT: NIKON INTD-2
SINGLE PRISM

NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP
PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY, THE SURVEYED PROPERTY IS WITHIN THE 100-YEAR
FLOOD ZONE.

PLAT OF A PORTION OF THE WILLIAM EDWARD
SICKEL TRACT AT COLDBROOK STATION, 9th. GM. DISTRICT,
EFFINGHAM COUNTY, GEORGIA

*Approved for Record
10/30/97
J. J. Davis*

VICINITY MAP
N.T.S.



- REFERENCES:
1. SURVEY MAP PAGE 199
 2. SURVEYORS BK. I PAGE 330
 3. D.B. 351 PAGE 295
 4. P.B. 5 PAGE 185
 5. P.B. 8 PAGE 160
 6. D.B. 164 PAGE 600
 7. P.B. 5 PAGE 135

PLAT A 22281 ACRES
OF THE WILLIAM EDWARD
SICKEL TRACT
AUG. 23, 1983
PREPARED BY HELMLY &
JINC.

Filed for Record
Book A 397 Page D
Date 11/3/1997

Prepared for:
 SIMCOE INVESTMENT GROUP, LLC.
 PD - RESIDENTIAL SUBDIVISION - 29.6 ACRES
 GOSHEN CHURCH TRACT
 EFFINGHAM COUNTY, GA

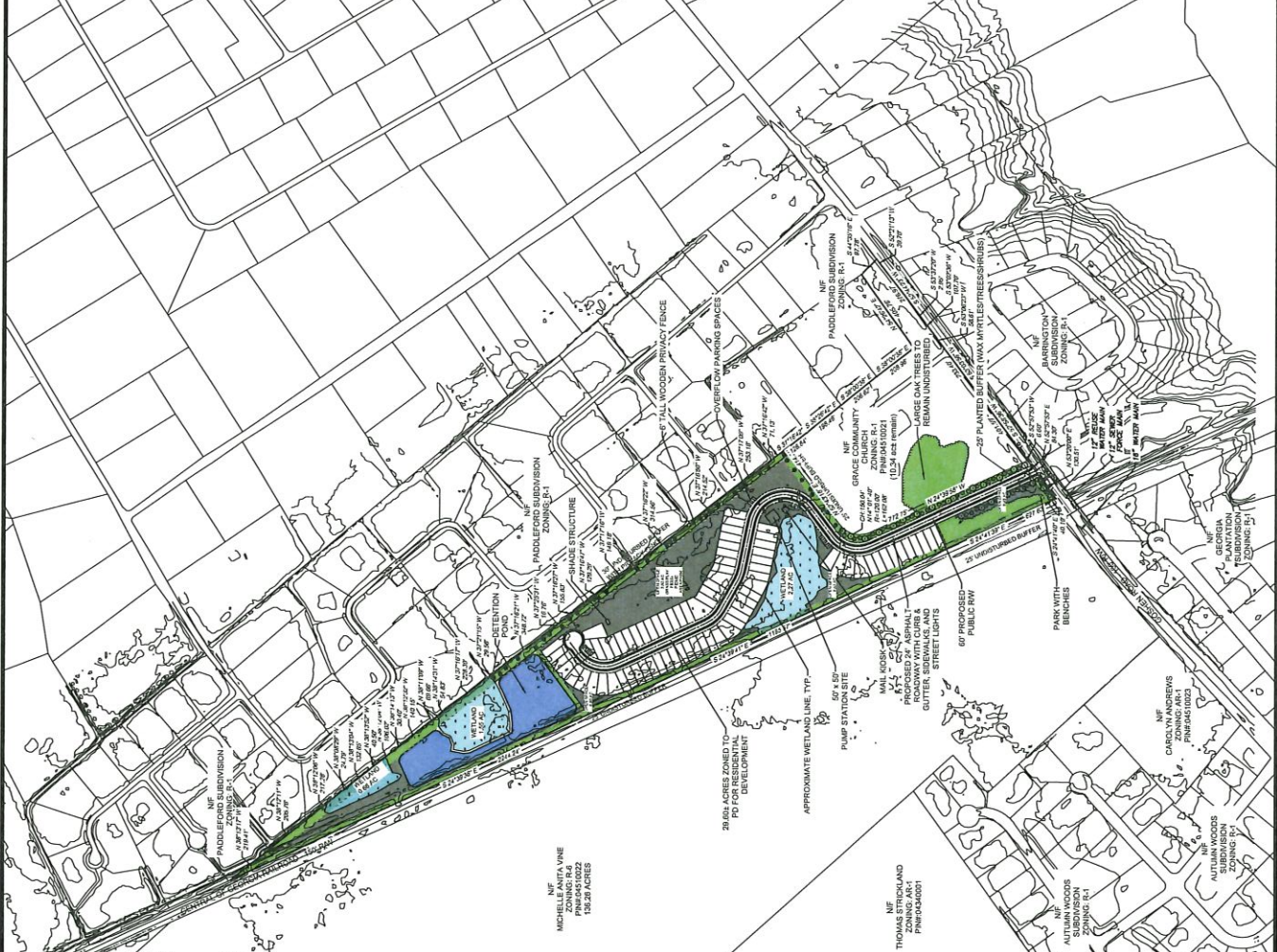
DATE: 07/20/24
 SCALE: AS SHOWN
 CHECKED BY: ABM
 DESIGNED BY: ABM
 DRAWN BY: CFM

MASTER PLAN

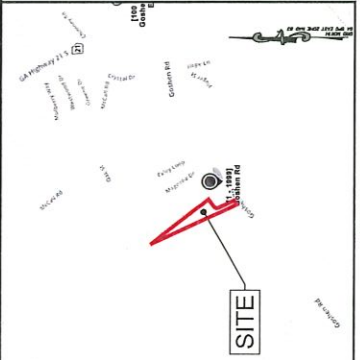
EMC ENGINEERING
 SERVICES, INC.
 27 Chesapeake Center South, Suite A
 Marietta, GA 30067
 Phone: (770) 233-9233
 Fax: (770) 233-9230
 www.emc-engineering.com
 emc@emc-engineering.com



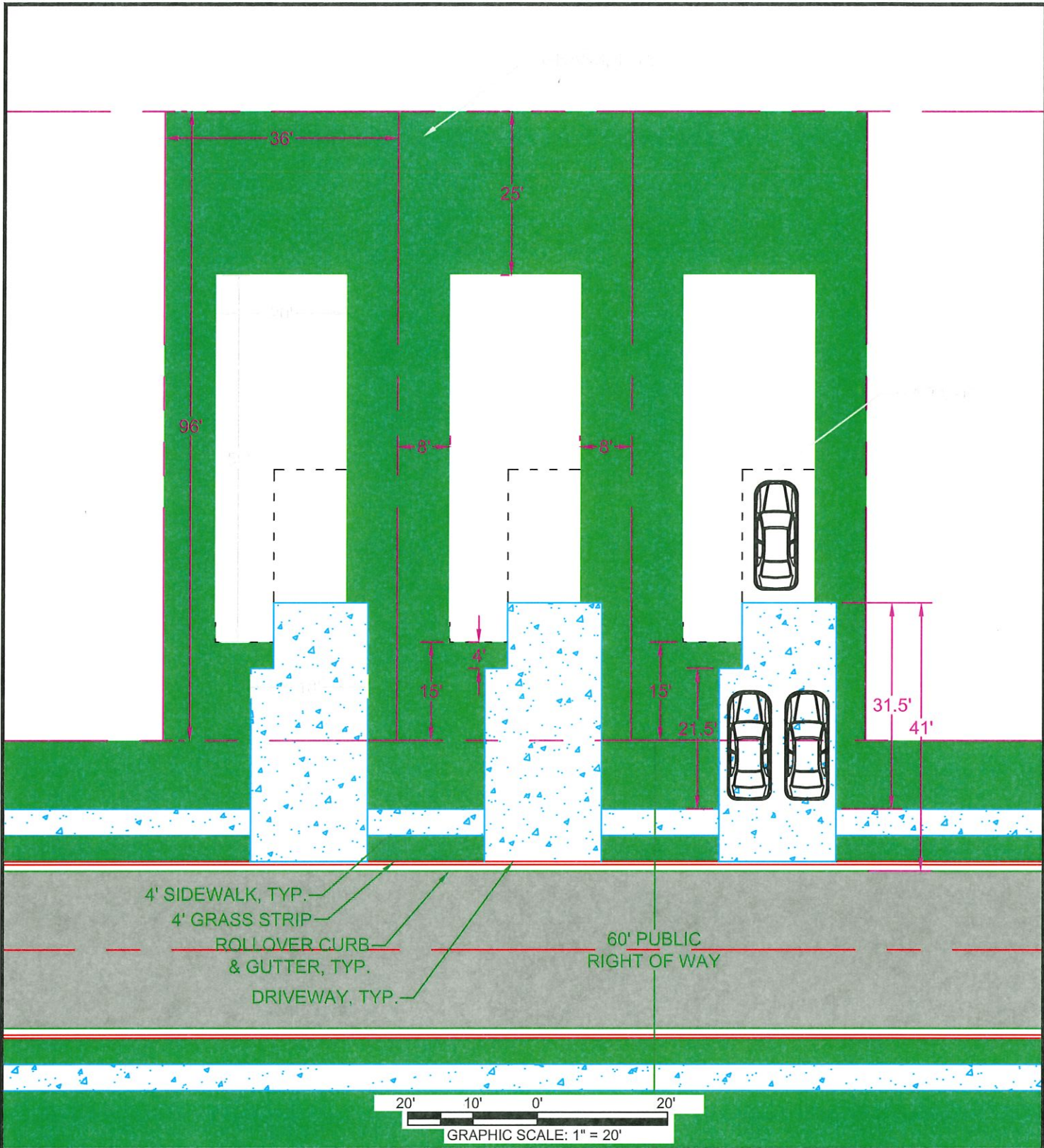
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APPLICANT:		SITE INFORMATION	
CLAY PIERCE - SIMCOE INVESTMENT GROUP, LLC.	MAX DENSITY: 4.4 DWELLING UNITS PER NET ACRE	MAXIMUM CALCULATIONS:	
1604 GOSHEN ROAD	SINGLE FAMILY = 3.11 DWELLING UNITS PER ACRE (25.10 AC)	SINGLE FAMILY: 270 SPACES PROVIDED	
EFFINGHAM COUNTY, GA 31012	MAX BUILDING HEIGHT = 35 FT	OVERFLOW: 20 SPACES PROVIDED	
OWNER: GRACE COMMUNITY CHURCH	MAX LOT COVERAGE = 45% (SINGLE FAMILY)	ACCESS FOR DEVELOPMENT TO BE LOCATED OFF OF GOSHEN ROAD.	
1604 GOSHEN ROAD	MIN LOT AREA = 4,480 SF = 0.079 ACRES (SINGLE FAMILY)	PER EFFINGHAM COUNTY GIS THERE IS A REUSE MAIN A FORCE MAIN, AND A WATER MAIN LOCATED ALONG GOSHEN ROAD. A PUMP STATION WILL BE PROVIDED. STORMWATER DETENTION WILL BE PROVIDED BY ON SITE FONDS.	
PROPERTY ADDRESS: 1604 GOSHEN ROAD	MIN LOT WIDTH AT BLDG = 28 FT (SINGLE FAMILY)	PRELIMINARY WETLAND ASSESSMENT HAS BEEN COMPLETED. FLOODING HAS BEEN TAKEN FROM EFFINGHAM COUNTY GIS.	
04510021	78 SINGLE FAMILY LOTS (8' FT WIDE x 66' FT DEEP, TYP.)		
78 LOTS TOTAL	AREA = 25.10 AC DEK.		
TOTAL AREA: 29.60 ACRES	NET OPEN SPACE REQUIRED = 1.5%		
WETLANDS: 4.2 ACRES	AREA = 23.72 AC		
DEVELOPMENT AREA: 25.10 ACRES			
FLOOD ZONE: ZONE X	NET OPEN SPACE PROVIDED = 5.88 AC (23.57%)		
EX. ZONING & USE: R-4, CHURCH AND UNDEVELOPED	GREENSPACE PROVIDED = 18.88 ACRES (63.14%)		
PD, SINGLE FAMILY	WETLAND = 4.20 AC (14.20%)		
BUILDING SETBACKS:	OPEN SPACE = 4.68 AC (15.80%)		
SINGLE FAMILY	WETLANDS = 4.20 AC (14.20%)		
FRONT: 15'	APPROXIMATELY 3 PERSONS IN A HOUSEHOLD		
SIDE INTERIOR: 7.5'	78 LOTS @ 0.40 HOUSEHOLDS WITH CHILDREN		
REAR: 25'	30 CHILDREN ESTIMATED		



13/2023-0057 GOSHEN ROAD GRACE COMMUNITY TRACT/1604-13-0057-001, GRACE COMMUNITY CHURCH 1/1/2024 2.16 PM



EMC ENGINEERING SERVICES, INC.
 27 Chatham Center South,
 Suite A
 Savannah, GA 31405
 Ph: (912) 232-6533
 Fax: (912) 233-4580
 savannah@emc-eng.com
 www.emc-eng.com

emc
 CIVIL
 MARINE
 ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK
 COLUMBUS • GREENVILLE • SAVANNAH
 STATESBORO • THOMASTON • VALDOSTA

TYPICAL LOT PLAN

Goshen Church Tract
 Goshen Road
 Effingham County, Georgia

Prepared for:
 SIMCOE Investment Group, LLC

PROJECT NO:	23-0057
DRAWN BY:	DJG
DESIGNED BY:	-
SURVEYED BY:	-
SURVEY DATE:	-
CHECKED BY:	ABM
SCALE:	1" = 20'
DATE:	June 2023

**Planned Development District - Development Text
Submitted for Goshen Church Tract – Goshen Rd.
on behalf of
Simcoe Investment Group, LLC.**

Prepared by
EMC Engineering Services, Inc.

Documents submitted:

1. Development Text - Approval requested
2. Planned Development District Master Plan - Approval requested

This development text and the attached Planned Development District Master Plan are submitted for approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. This development text serves as the original development text, for the property. The attached Master Plan is submitted as an exhibit only to convey the intended character and scale of the development. The detail illustrated in the Master Plan is intended to serve as an aid to the County Commissioners and the public in visualizing the development.

A) General Description

Project name: Goshen Church Tract – Goshen Road
 PIN: 04510021
 Size: 39.94 acres total – 29.60 acres to be rezoned
 Location: 1094 Goshen Road
 Current zoning: R-1
 Proposed zoning: PD
 Developer: Simcoe Investment Group, LLC.

Goshen Church tract will be a Residential (PD-R) development consisting of detached single-family homes and community recreational facilities. The development has been planned, and its final design will be completed, with the intent to provide a project this is harmonious in terms of landscaping, parcel sizes, street patterns, and land use relationships.

B) Present Ownership

The property is under the ownership of Grace Community Church of Effingham County, Georgia, Inc. and is under contract with Simcoe Investment Group, LLC.

Legal
Description

All that certain lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia, containing 29.60 acres of the 39.94 acre total parcel, more or less, and being designated as a portion of the William Edward Sickel Tract at Coldbrook Station shown on that certain plat of survey prepared by Vincent Helmly, registered land surveyor, dated

Goshen Church Tract Development Text	1	EMC Engineering Services, Inc.
---	---	-----------------------------------

November 3, 1997, and recorded in Plat Book A397, page D, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

C) *Proposed Land Uses and Development Standards*

The proposed development will consist of a variety of compatible uses in order to produce a balanced, attractive community. Proposed uses include detached single-family residential and community recreational facilities as outlined herein.

Detached Single Family

Covenants will be established which require that all detached single-family homes be designed in such a manner (i.e.. Mixed building materials, a variety of building heights, facades, and setbacks) to mitigate uniform appearances for the project as much as practical. The proposed development will consist of detached single-family residential homes, ponds, and community recreational facilities as outlined herein.

Covenants and Restrictions, which shall be recorded and referenced on final plats, will be established which require the following:

- 1.1. Exterior walls shall be finished in brick, tabby, stone, stucco, or composite shake, lap siding, wood or fiber-cement siding. Metal or aluminum may be used as an accent material. The use of vinyl or other plastic siding or metal siding is strictly prohibited except as provided for in paragraph (1.4) of this section.
- 1.2. Not more than two building materials shall be used for exterior walls (excluding trim and cornices) on sides of buildings facing or visible from a road. If a single material is proposed, but there are multiple textures and/or colors, the development services official shall determine if the overall effect is inconsistent with the intent of this provision.
- 1.3. Roofs shall be galvanized (standing seam or v-crimp), slate, wood or composite/manufactured shingle, architectural shingle, or other similar roofing material.
- 1.4. A maximum of two additional materials may be used for accents, but the material used must be listed in paragraph a. Fascia, soffits, and other house trim materials may be vinyl.
- 1.5. Windows shall have exterior trim.
- 1.6. The following materials are prohibited and may not be modified:
 - 1.6.1. Metal or aluminum siding as a primary building material;
 - 1.6.2. Unfinished concrete block, concrete tilt slab, or block siding; and
 - 1.6.3. Vinyl siding. However, fascia, soffits, and other trim materials may be vinyl.
- 1.7. Front entry garage doors shall not exceed 55 percent of the building width.
- 1.8. Entries shall be located at the front of the building and connected to a paved driveway or sidewalk by a clearly delineated pedestrian walkway.
- 1.9. Entries for single-family homes shall be covered by a roof measuring not less than three feet in depth.

- 1.10. Front home elevations shall not have large expanses of blank walls. This elevation shall be broken up by features such as windows, doors, window reveals, offsets, balconies, projections, recessed or covered entrances, porches or similar elements that comprise not less than 15 percent of the street-facing wall.

All homes will be designed with garages that will allow for the parking of one vehicle and driveways that are 18 ft wide that are sufficient width for the parking of two vehicles, for a total of 3 vehicles per unit.

A Homeowner's Association will be created for the entire community to provide for the operations, maintenance, and repairs of the amenities, sidewalks, and other assets turned over to the HOA. In addition to the normal operation and maintenance responsibilities, landscaping and lawn maintenance will also be provided by the HOA. Due to the size, layout, and close proximity of the houses in the neighborhood, this will ensure that uniform landscaping and lawn maintenance is the same throughout.

Community Recreational Facilities

The development amenities will be designed to provide a variety of recreational opportunities to the residents of the development. These facilities will be located at various locations throughout the development and will consist of:

- 1) Grass Play Field with Shade Structure
- 2) Walking Trail
- 3) Park space with benches and picnic tables
- 4) Preserved public spaces and passive recreation spaces throughout

Provisions for the proposed development standards are summarized in the Table 1-1.

	Detached Single-Family
Lot Size	3,456 SF minimum
Width	36'
Depth	96' minimum
Height (Maximum)	35'
Setbacks (Minimum)	
Front	15'
Side (interior)	7.5'
Side (street)	15'
Rear	25'

*Net Density (maximum) 4.0 units/acre

Buffers will be provided around the entire perimeter of the property and will vary from 25' to 30'. Undisturbed preserved wetlands will provide significantly larger buffers in several locations around the perimeter. All buffers regardless of size will remain undisturbed. Areas of buffers without existing vegetation or along the west property line with the church adjacent to the entrance road shall plant a minimum of 3 – 2” caliper canopy trees, 6 – 2” caliper evergreen understory trees and 10 – 3-gallon evergreen shrubs per 100’ l.f. of buffer. It is encouraged that any buffer that is planted is done in a natural manner versus regularly spaced, uniform plantings. The intent of the buffers is to visually soften the view from the adjacent properties/roads and is not to completely block views.

D) Exceptions requested

In order to allow for the development of the plan as shown on the PD master plan the following exceptions to the subdivision regulations are requested:

- Subdivision Regulations Sec.7.3.1 Blocks. To be amended to allow block lengths up to 2,800 L.F. measured from center line to center line. No road stub outs to undeveloped property are available, no secondary entrance is available, and the width of the

- property doesn't allow conventional block layout.
- Zoning Ordinance Sec.3.38.9 Freestanding sign size limits shall be defined as described herein.
 - Minimum road centerline radius to be 100'.

E) Percentage of Land Uses

Table 1-2 indicates the approximate acreages of land uses planned for Goshen Church tract. Ranges of size are indicated to accommodate for flexibility in refinement of the final engineered site development plan. At no time shall the common open space fall below 15% of the net usable acreage with a minimum of 50% of that area being in buildable/usable area.

<i>Table 1-2: Land Uses</i>		
	Acres	Percentage of Site
Detached Single-Family	7.02	23.72
Wetland	4.50	15.20
Stormwater Pond/Lake	2.99	10.10
Right-of-Way Dedication	3.89	13.14
Buffers/Greenspace	5.52	18.65
Open space	5.68	19.19
TOTAL	29.6	100.00

F) Dwelling Units

Table 1-3 summarizes the areas of the Goshen Church tract. Gross density refers to the number of units divided by the total land area. Net density equals the number of units divided by the developable/useable site area.

<i>Table 1-3: Dwelling Unit Summary</i>				
Number of Units	Total	Useable	Gross Density	Net Density
78	29.60	25.10	2.64 units/acre	3.11 units/acre

*Max net density requested is 4.00 units per acre

**Net density of 5 units/acre is allowed in R-5 zoning

G) Proposed Dedication of Public Use

Streets & Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements. Roads will be within a 60' right of way and constructed to the County's local street standards with curb and gutter, sidewalks, and street lights. Sidewalks located within the right-of-way will be dedicated to the Home Owners Association.

H) Open Space, Walks, and Common Areas

Community Recreation Facilities:

Recreational facilities and common areas will be owned and maintained by the developers until dedicated to a Homeowner Association

Parks:

All parks, open spaces, amenities, and wetlands will be accessible to the residents of Goshen Church tract for recreational purposes. In addition, public spaces and passive recreation areas are scattered throughout the community for use by its residents.

Any trails or paths located within the development, not located within a public right-of-way shall be located within an access easement. Any neighborhood parks and trails will be owned and maintained by the developer until such time as these amenities are dedicated to a Homeowners Association. Large wetland acreages outside the permitted development area and provided buffer are to be preserved and used to provide additional natural buffer and green space. These areas will also be owned and maintained by the developer until such times as these areas are dedicated to a Homeowners Association.

Lakes:

Lakes will be located as an amenity to the community and to manage stormwater runoff. Stormwater will generally be collected into common detention areas, creating open water features and allowing for the settling of pollutants. Lakes shall be owned and maintained by the developer until such time as these amenities are dedicated to the Homeowners Association.

Table 1-4 provides a summary of open space in Goshen Church tract. As pre

<i>Table 1-4: Open Space Summary</i>		
	Acres	Percentage of Site
Pond	2.99	10.10
Preserved Wetland	4.50	15.20
Buffers/Greenspace	5.52	18.65
Open Space	5.68	19.19
TOTAL	18.69	63.14

*Open space required is 15% net useable area (3.77 acres required)

**Open space provided is 5.68 acres/25.10 useable acres = 22.63% provided

***50% or more of open space area is buildable.

I) Utilities

Water and sewer will be provided by Effingham County. Water, sewer, reuse lines, and sewer pump station will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee. A 15' utility easement will be provided across the frontage of all lots. Stormwater management will be handled through a series of detention ponds. All plans will be reviewed and approved by the Effingham County Engineer prior to construction and will meet or exceed the requirements of Effingham County.

J) Access and Parking

The overall street network of Goshen Church tract is designed to provide options for both vehicular and pedestrian access. The street network enhances mobility and provides for more efficient delivery of services to the community. Through the placement of sidewalks throughout the community, residents are encouraged to walk or ride a bike to visit the neighbors, to access community recreation areas, or simply for exercise. Depending on the size/use of the community amenity areas, accommodations for additional parking beyond those provided on each lot may be provided. Streets that are in front of amenity areas and mail kiosks may be widened enough to provide on street parking directly adjacent to the amenity or mail kiosk. As off-street parking has been provided on each lot and in several areas throughout the project, a prohibition for on street parking in undesignated areas will be incorporated into the covenants for the project.

The property shall be accessed primarily by one ingress/egress point on Goshen Road. This access shall meet the minimum standards of a 60' right of way for a local street. The road design will be subject to a traffic impact analysis (TIA) and conformance with the access management and encroachment regulations for Effingham County Roads. A secondary access point was investigated, but no additional land is available for development or is cut off by the rail road. The property is also narrow where it abuts Goshen Road; therefore, no secondary access point is available.

K) Signage

It is anticipated that the development will include signs at the access point along Goshen Road. Free standing monument signage shall be allowed in the locations as shown on the PD master plan. The PD reserves the right to propose standards that may deviate from the typical zoning standards for signage so long as all building code issues are addressed. Such deviations may be approved at staff level. Should staff not agree, the matter may be brought to the planning board and county commission appeal.

The following standards shall apply:

- 8 foot height x width determined by individual project constraints.
- Colors and materials to be determined by the developer.

- Letter size and style to be determined by the developer.
- Allowable sign area shall be 50 square feet per face
- Height shall be measure from elevation of adjacent roadway pavement or adjacent grade to sign, whichever is higher.

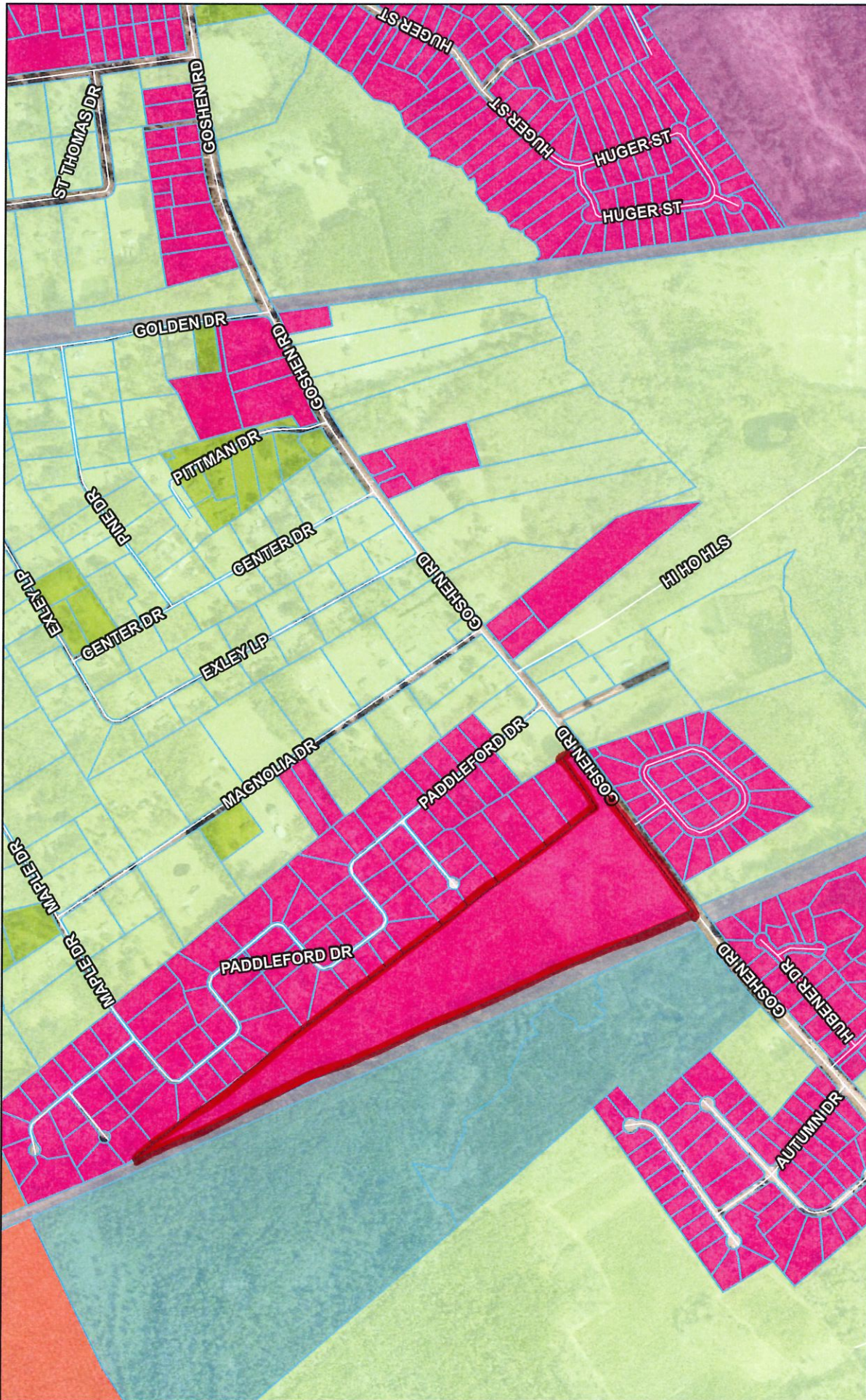
L) Schedule

It is the developer’s intent to have started construction on the roadways, storm drainage, water system, and sewer system during the first quarter of 2025. It is planned to have the development proceed in 2 or 3 phases. The engineering and permitting for site development will be done all at once. As the development infrastructure is constructed, each phase will be platted and homes constructed. Based upon current market conditions, subsequent phases are expected to begin approximately 12 months following the previous phase. This development schedule may be modified based on market conditions, unforeseen delays in constructions schedules, or other factors outside the control of the developer.

M) Installation of Improvements

The developer ensures that the installation of improvements indicated in this Development Text will be completed in timely manner. The sanitary sewer pump station and force main will be installed during phase 1 with all other infrastructure being installed for each phase as outlined in the schedule outlined in section L. The amenity areas will begin construction prior to the beginning of the second phase.

451-21



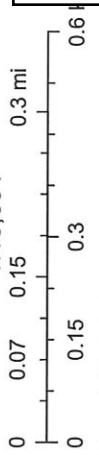
1/23/2024

- Roads
- Tax Parcels
- Tax Parcel Labels

- Effingham County Zoning
- AR-1
- AR-2
- R-1
- R-6
- I-1
- PD
- Other

- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:13,091



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intern
 USGS, METI/NASA, EPA, USDA

Item XVI. 10.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **SIMCOE Investment Group, LLC** as agent for **Grace Community Church of Effingham County, Georgia Inc** requests to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development. Located on Goshen Road. **[Map# 451 Parcel# 21]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to develop an approximate 78 unit detached single- family residential community.
 - The building setbacks are comparable to the R-5 zoning district.
 - The total lot size proposed is 3,456 sq. ft. with a lot width of 36' and a depth of 96.'
- The proposed development will have a maximum net density of 4.0 units per acre.
- Amenities will include a grass playing field, walking trail, park space with benches and picnic tables, and preserved public spaces and passive recreation paces throughout.
- Water and Sewer will be provided by Effingham County.
- The applicant is requesting the following exceptions:
 - *Section 7.3.1 – Block Length.* – Currently Effingham County Code of Ordinance states that Block length shall not exceed 800 feet nor be less than 400 feet. The applicant would like to allow block length up to 2,800 L.F. measured from the center line. No road stub outs to undeveloped property are available, no secondary entrance is available, and the width of the property doesn't allow conventional block layout.
 - *Section 3.38.9 – Freestanding Sign Size* – The applicant is requesting that the PD reserves the right to propose standards that may deviate from the typical zoning standards for signage so long as all building code issues are addressed. Such deviations may be approved at staff level, Should staff not agree, the matter may be brought to the Planning Board and County Commission for appeal.
 - Minimum road centerline radius requested to be 100'.
- Mr. Alec Metzger, EMC, as the engineer for this project, and did ask that first and fourth condition listed below be removed, as discussions with staff have addressed these concerns.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for denial due to the total density proposed for this development. Mr. Brad Smith second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development with the following conditions:

- Based on similar densities and traffic approved at recent Board of Commissioner meetings, and with comparable traffic improvements being completed before permitting of the subdivision. The suggested start of the subdivision shall be fourth quarter of 2025 or first quarter of 2026.
- A 6ft wooden privacy fence shall be abutted against the residential subdivision.
- The Traffic Impact Analysis (TIA) that is suggested within the PD text shall be submitted to Development Services prior to the final plat approval.

- A curfew shall also be imposed within the proposed Homeowners Association (HOA) for the open space amenities from 6am to 10pm.
- Per the Effingham County Code of Ordinances, Section 5.15.5.4, a Sketch Plan shall be required and approved before development.

2. Deny the request for to **rezone** +/- 29.6 of 39.94 acres from **R-1** to **PD** to allow for residential development.

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.
451-21

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
451-21

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, SIMCOE INVESTMENT GROUP, LLC AS AGENT FOR GRACE COMMUNITY CHURCH OF EFFINGHAM COUNTY, GEORGIA INC has filed an application to rezone twenty-nine and six tenth (29.6) +/- acres; from R-1 to PD to allow for residential development; map and parcel number 451-21, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024, and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED THAT twenty-nine and six tenth (29.6) +/- acres; map and parcel number 29.6, located in the 2nd commissioner district is rezoned from R-1 to PD to allow for residential development, with the following conditions:

1. Based on similar densities and traffic approved at recent Board of Commissioner meetings, and with comparable traffic improvements being completed before permitting of the subdivision. The suggested start of the subdivision shall be fourth quarter of 2025 or first quarter of 2026.
2. A 6ft wooden privacy fence shall be abutted against the residential subdivision.
3. The Traffic Impact Analysis (TIA) that is suggested within the PD text shall be submitted to Development Services prior to the final plat approval.
4. A curfew shall also be imposed within the proposed Homeowners Association (HOA) for the provided open space amenities from 6am to 10pm.
5. Per the Effingham County Code of Ordinances, Section 5.15.5.4, a Sketch Plan shall be required and approved before development.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024

Item Description: **Stephen Lanier** requests to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance. Located on Sisters Ferry Road. **[Map# 386 Parcel# 36]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to recombine part of the parcel with 386-43, and the rest will be subdivided.
- Due to the parcel being below the 5-acre threshold and property properties lines are being shifted, the parcel will need to come into zoning conformance.
- This parcel does have frontage on Sisters Ferry Road which is County maintained road.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff Recommendations. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance with the following conditions:

- A plat shall be approved by Development Services, then recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance.

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 | |

RZN-24-6

Rezoning Application

Status: Active

Submitted On: 1/23/2024

Primary Location

486 Sisters Ferry Road

Springfield, GA 31329

Owner

L AND P PROPERTY

MANAGEMENT LLC

3443 SEED TICK RD

ELLABELL, GA 31308

Applicant Stephen Lanier 912-547-0045

stephenlanier2011@gmail.com

 170 Miriam street

Guyton, Ga 31312

Staff Review

 **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Notification Letter Description ***

subdivision to create new home site.

 **Map #***

386

 **Parcel #***

36

 **Staff Description** **Georgia Militia District***

11

 **Commissioner District***

3rd

 **Public Notification Letters Mailed**

02/19/2024

 **Board of Commissioner Ads**

03/13/2024

🔒 Planning Board Ads

02/21/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name*

Stephen Lanier

Applicant Email Address*

Stephenlanier2011@gmail.com

Applicant Phone Number*

9125470045

Applicant Mailing Address*

170 Miriam street

Applicant City*

Guyton

Applicant State & Zip Code*

Ga 31312

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Map & Parcel *

03860036

Road Name*

Sisters Ferry Road

Proposed Road Access* ?

Total Acres *

Existing Access

1.92

Acres to be Rezoned*

1

Lot Characteristics *

Level lot

Water Connection *

Sewer Connection

Private Well

Private Septic System

Justification for Rezoning Amendment *

Remove acreage

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

North*

South*

Residential

Residential

East*

West*

Residential

Residential

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

Residential

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

Yes for a road to already established home

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

Residence

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

Residential

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

Continued access road to additional residential

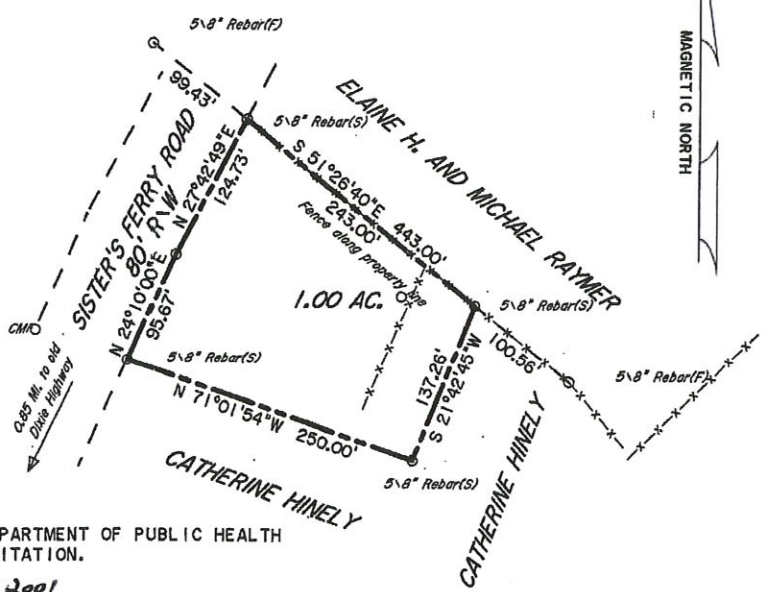
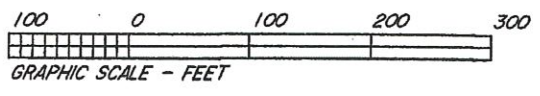
Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?*

No

Digital Signature*

Stephen Lanier
Jan 22, 2024

Received for Record
Book B141 Page D2
Date 9/24/2001



APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ENGINEERING AND SANITATION.
James H. Dean 7-9-2001
DIRECTOR DATE

APPROVED FOR RECORDING BY EFFINGHAM COUNTY
ZONING ADMINISTRATION.
Joseph P. Davis 9/24/01
ZONING ADMINISTRATOR DATE

**PROPERTY SURVEY
FOR
CATHERINE HINELY**



KERNEYM-K-LVERSEYM

**LOCATED IN THE 11TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA**

DATE: JUNE 26, 2001
BY: WARREN E. POYTHRESS
Reg. Land Surveyor # 1953
991 Hunters Road
Sylvania, Ga. 30467
Tele. - (912) 857-3288
EQUIP: TOPCON 303 TOTAL STATION

THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT IN
26731 FEET, & AN ANGULAR
ERROR OF 06" PER ANGLE POINT &
WAS ADJUSTED USING COMPASS RULE.
THIS MAP OF PLAT HAS BEEN CALCULATED FOR CLOSURE & IS FOUND TO
BE ACCURATE WITHIN ONE FOOT IN
85,617 FEET.

486 SISTERS FERRY RD (386-36)



Item XVI. 12.

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 **Stephen Lanier – (Map # 386 Parcels # 36)** 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?

B.S.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Stephen Lanier** – (Map # 386 Parcels # 36) 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?

D.B.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Stephen Lanier – (Map # 386 Parcels # 36)** 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?

7 A.Z.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Stephen Lanier** – (Map # 386 Parcels # 36) 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?

R.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Chelsie Fernald, Senior Planner

Department: Development Services

Meeting Date: April 2, 2024

Item Description: **Stephen Lanier** requests to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance. Located on Sisters Ferry Road. **[Map# 386 Parcel# 36]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to recombine part of the parcel with 386-43, and the rest will be subdivided.
- Due to the parcel being below the 5-acre threshold and property properties lines are being shifted, the parcel will need to come into zoning conformance.
- This parcel does have frontage on Sisters Ferry Road which is County maintained road.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff Recommendations. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance with the following conditions:

- A plat shall be approved by Development Services, then recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** +/- 1.00 of 1.92 acres from **AR-1** to **AR-2** to allow for a non-conforming parcel to be brought into compliance.

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.

386-36

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

386-36

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, STEPHEN LANIER has filed an application to rezone one (1.00) +/- acres; from AR-1 to AR-2 to allow for non-conforming parcel to brought into compliance; map and parcel number 451-21, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024 and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED THAT one (1.00) +/- acres; map and parcel number 386-36 located in the 3rd commissioner district is rezoned from AR-1 to AR-2 to allow for non-conforming parcel to brought into compliance, with the following conditions:

1. - A plat shall be approved by Development Services, then recorded, before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: Anita Butler as agent for Jack L. Edwards requests to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site. Located on Corinth Church Road. [Map# 312 Parcel# 1]

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant would like to subdivide the 3.11 acres to deed it to a family member.
- Due to the new acreage falling below the 5-acre threshold for AR-1, the new parcel will need to be rezoned to AR-2.
- The new parcel will have approximately 442' of frontage on Corinth Church Road which is a County Maintained Road.
- Per the Effingham County Code of Ordinances, Table of Permitted Uses, the following are permitted within the AR-2 district:

- Single Family Detached	- Youth Home
- One Additional Single Family Detached Dwelling	- Plant Nurseries
- Disaster Emergency Housing	- Short term Vacation Rentals
- Mobil Homes	- Veterinarians
- Manufactured Homes	- Schools
- Religious Housing	- Places of Worship
- This rezoning is consistent with the Future Land Use Map (FLUM) which has this parcel and surrounding parcels projected to be agriculture.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval. The motion was second by Mr. Ryan Thompson and carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site with the following conditions:

- A plat shall be approved by Development Services, then recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

3. Plat
4. Aerial photograph
5. Deed

RZN-24-9

Rezoning Application

Status: Active

Submitted On: 1/30/2024

Primary Location

1161 Corinth Church Road
Clyo, GA 31303

Owner

EDWARDS JACK L
1161 CORINTH CHURCH RD
CLYO, GA 31303

Applicant

 Anita Butler
 912-856-3665
 anitabutler1977@gmail.com
 1226 Corinth Church Rd
Clyo, Georgia 31303-2866

Staff Review

 Planning Board Meeting Date*

03/12/2024

 Board of Commissioner Meeting Date*

04/02/2024

 Notification Letter Description *

subdivision to create a new home site.

 Map #*

312

 Parcel #*

1

 Staff Description

 Georgia Militia District*

12

 Commissioner District*

3rd

 Public Notification Letters Mailed

02/19/2024

 Board of Commissioner Ads

03/13/2024

🔒 Planning Board Ads

02/21/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

Anita Butler

Applicant Email Address*

anitabutler1977@gmail.com

Applicant Phone Number*

912-856-3665

Applicant Mailing Address*

1226 Corinth Church Rd

Applicant City*

Clyo

Applicant State & Zip Code*

GA, 31303

Property Owner Information

Owner's Name*

Jack L. Edwards

Owner's Email Address*

anitabutler1977@gmail.com

Owner's Phone Number*

912-754-3845

Owner's Mailing Address*

1161 Corinth Church Rd

Owner's City*

Clyo

Owner's State & Zip Code*

GA 31303

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Map & Parcel *

312-1

Road Name*

Corinth Church Rd

Proposed Road Access* ?

Corinth Church Rd

Total Acres *

31.58

Acres to be Rezoned*

3.11

Lot Characteristics *

there are residences on the parcel and it has planted pine trees on a portion

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

my father wishes to give a small portion(3.11 acres) of his property to a family member so they may move closer to our family.

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

North*	South*
AR-1	AR-1

East*	West*
AR-1	AR-1

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

There are residences and planted pine trees

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

Yes

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

Residential new home site

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

Residential

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

will be using for a new residential home site to have family closer

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

no

Digital Signature*

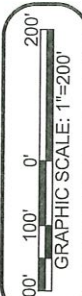
✔ Anita Butler
Jan 30, 2024

JEFFREY W. MOCK PLS
1919 TWIN FORKS ROAD
STATESBORO, GA 30458
PH:(912) 657-4010

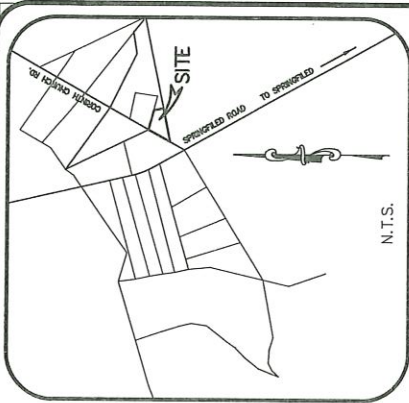
A SURVEY OF 3.11 ACRES
12th G.M.D.
EFFINGHAM COUNTY, GA
PREPARED FOR
JACK EDWARDS

1. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
2. THIS PROPERTY LIES IN ZONE "Y," ACCORDING TO FEMA MAP NUMBER 1310300050E DATED MARCH 16, 2015.
3. PARCEL INFORMATION TAKEN FROM EFFINGHAM COUNTY GIS DATA BASE.
4. BEARINGS ESTABLISHED BY GPS.
5. COMPLETED USING TOPCON HYPER VR RECEIVERS USING L1,L2 & L5 FREQUENCIES WITH FOUR CONSTELLATIONS. POINTS COLLECTED AVERAGED 0.03" OR LESS FROM THE MEAN OF ALL SAMPLES WITH A 95% CONFIDENCE LEVEL.

LEGEND
IRF = IRON REBAR FOUND
IRS = IRON REBAR SET



PROJECT NO.: 24-004
DRAWN BY: JWM
SURVEYED BY: JW
SURVEY DATE: 1/2
CHECKED BY: JW
SCALE: 1"
DATE: 1/2

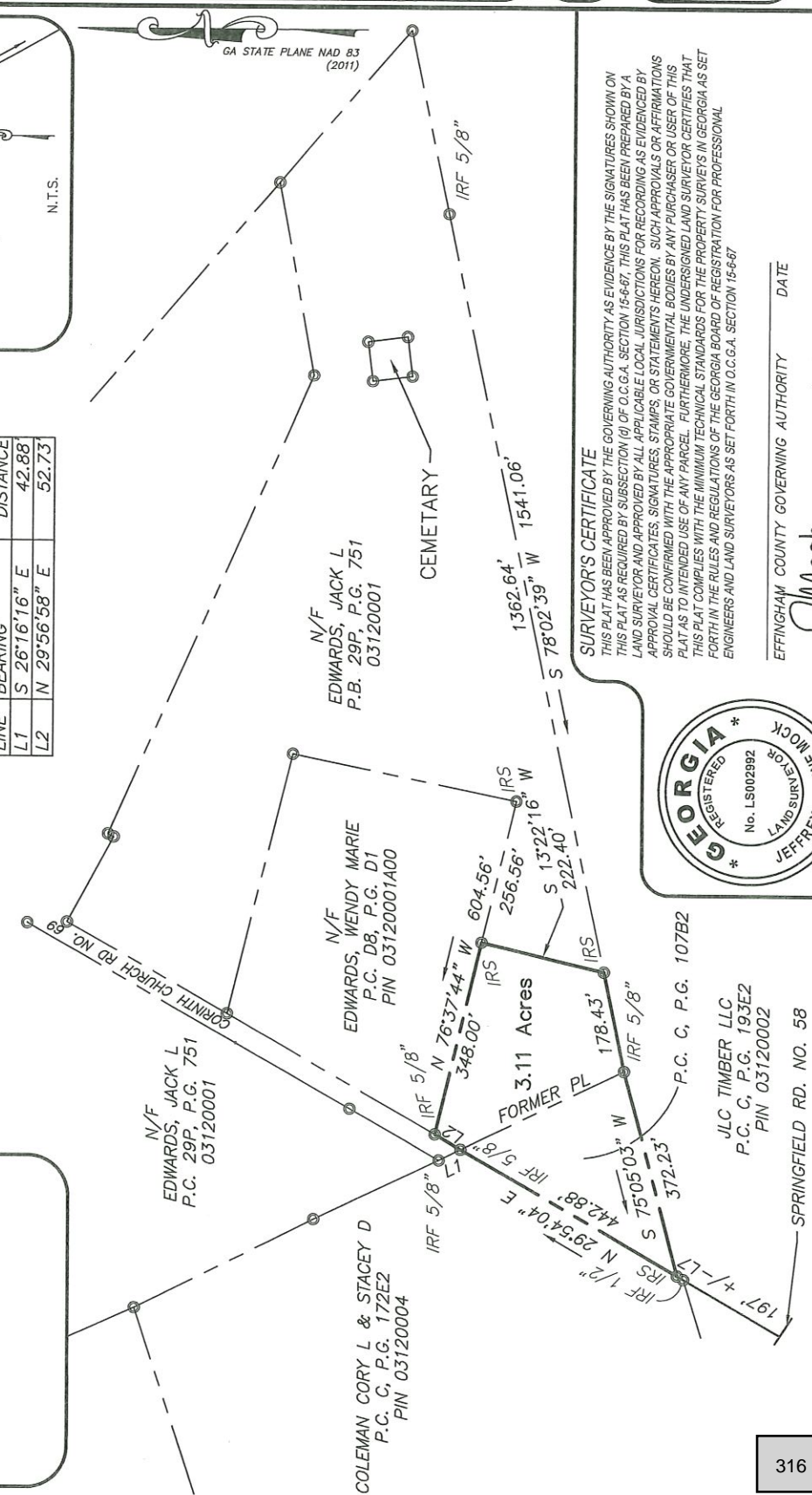


E.O.C. FIELD: SEE NOTE 5
MIN. E.O.C. PLAT: 1:126.575
EQUIPMENT USED: TOPCON HYPER VR

LINE	BEARING	DISTANCE
L1	S 26°16'16" E	42.88'
L2	N 29°56'58" E	52.73'

BASED UPON THE REPRESENTATIONS OF THE ENGINEER/SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND SUPPLEMENTARY INFORMATION BY SAID ENGINEER/SURVEYOR FINDS THAT THIS PLAT COMPLIES WITH THE OCSMS REGULATIONS FOR A TYPICAL SIZE RESIDENCE OF 3 OR 4 BEDROOMS WITH BASIC APURTENANCES. EACH LOT MUST BE REVIEWED AND APPROVED FOR ON-SITE SEWAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT. MODIFICATIONS OR CHANGES IN SITE DESIGNATION MAY VOID THIS APPROVAL.

SIGNING AUTHORITY TITLE DATE



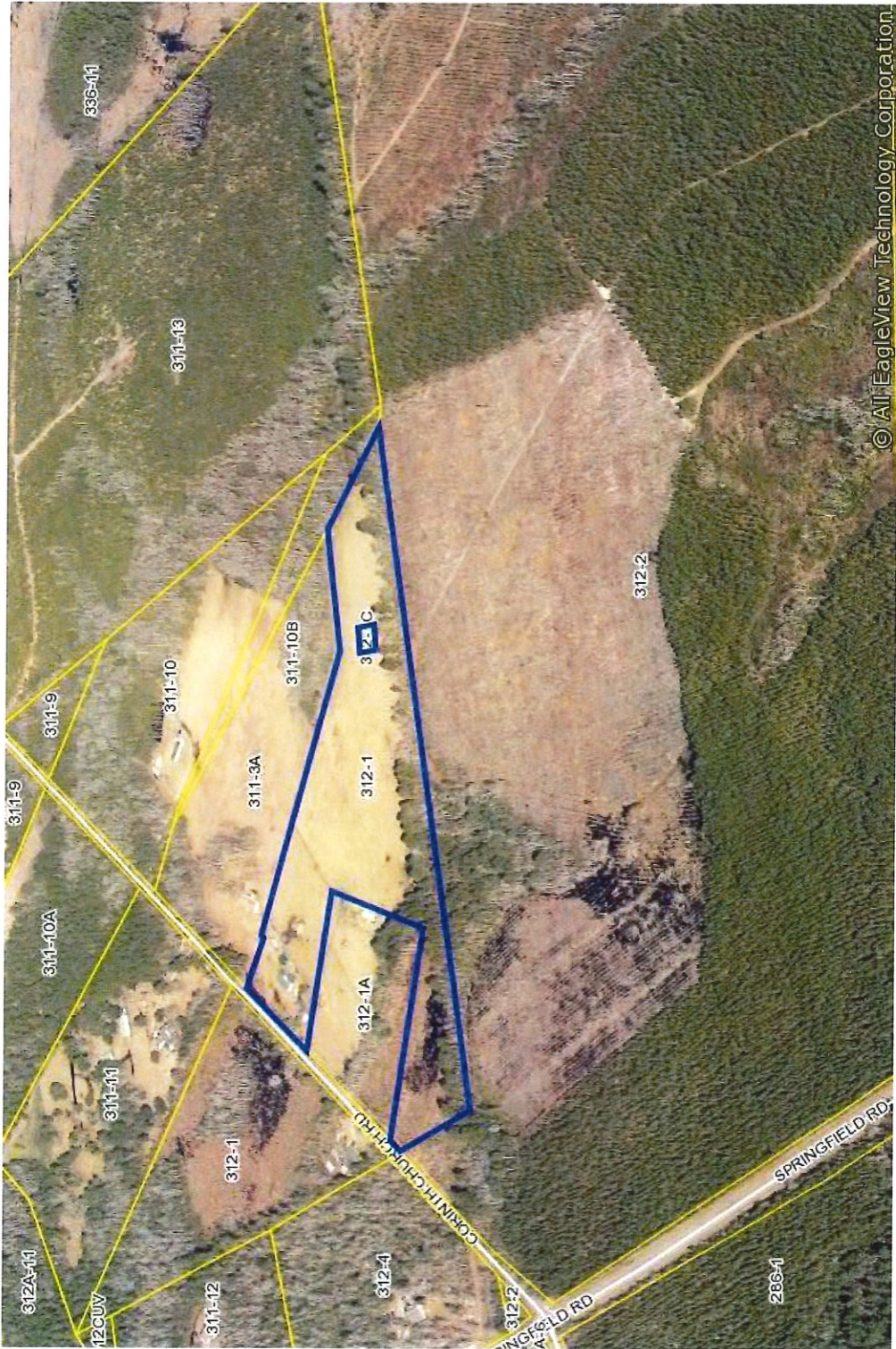
SURVEYOR'S CERTIFICATE
THIS PLAT HAS BEEN APPROVED BY THE GOVERNING AUTHORITY AS EVIDENCE BY THE SIGNATURES SHOWN ON THIS PLAT AS REQUIRED BY SUBSECTION (9) OF O.C.G.A. SECTION 15-6-67. THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS 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 THE PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



EFFINGHAM COUNTY GOVERNING AUTHORITY DATE
1/20/24

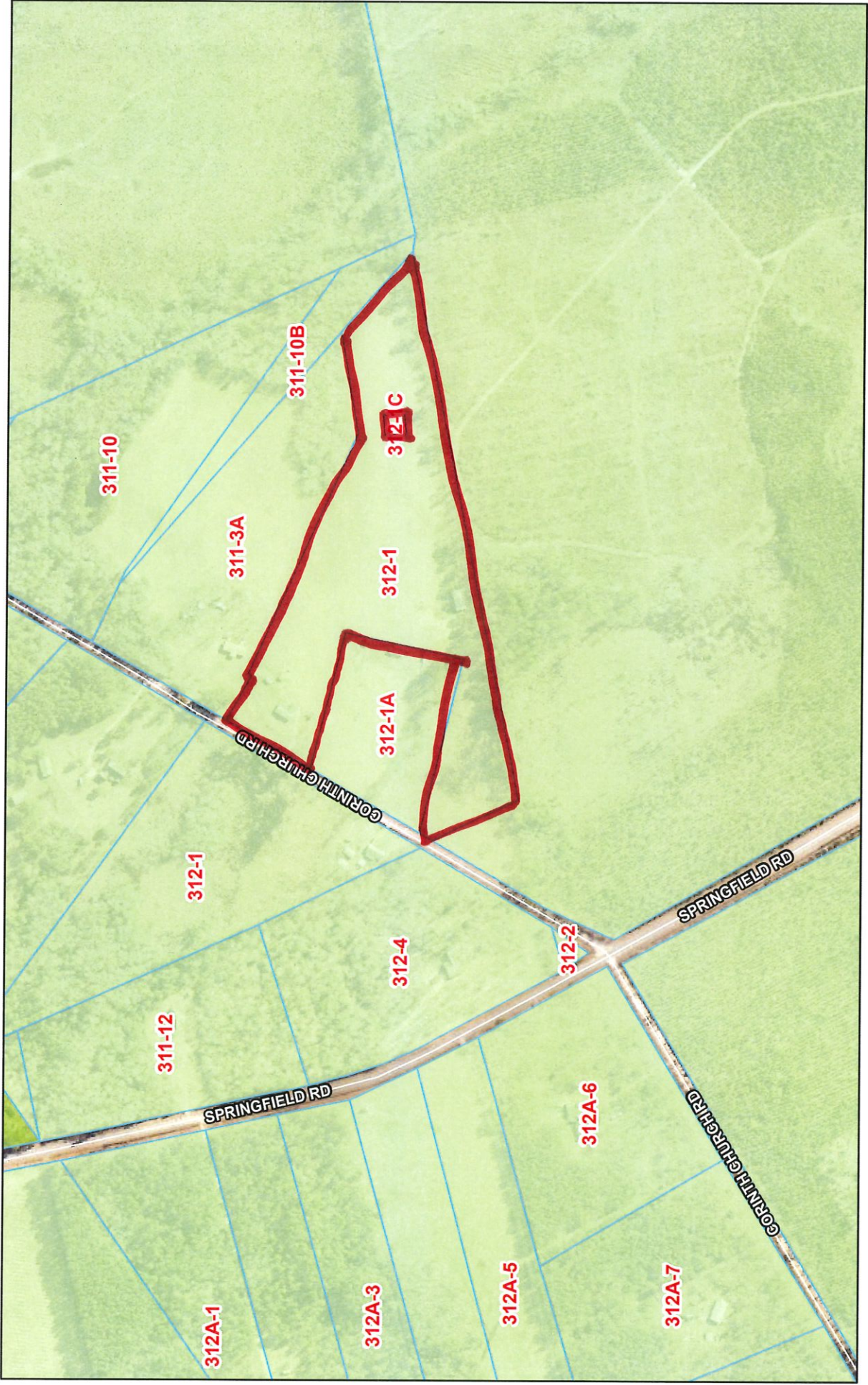
JLC TIMBER LLC
P.C. C, P.G. 193E2
PIN 03120002
SPRINGFIELD RD. NO. 58

312-1

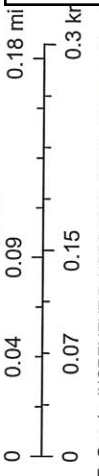


312-1

Item XVI. 14.



1:6,545



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

1/30/2024

Roads Tax Parcel Labels AR-2 Efn_fin_cache

Tax Parcels Effingham County Zoning

- Red: Band_1
- Green: Band_2
- Blue: Band_3

AR-1

318

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Anita Butler as agent for Jack L. Edwards – (Map # 312 Parcels # 1)** from **AR-1** to **AR-2** zoning.

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

B.S.

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 **Anita Butler as agent for Jack L. Edwards** – (Map # 312 Parcels # 1) from AR-1 to AR-2 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

D.B.

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 **Anita Butler as agent for Jack L. Edwards – (Map # 312 Parcels # 1)** from AR-1 to AR-2 zoning.

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

A.7.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Anita Butler as agent for Jack L. Edwards** – (Map # 312 Parcels # 1) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

R.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: Anita Butler as agent for Jack L. Edwards requests to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site. Located on Corinth Church Road. [Map# 312 Parcel# 1]

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant would like to subdivide the 3.11 acres to deed it to a family member.
- Due to the new acreage falling below the 5-acre threshold for AR-1, the new parcel will need to be rezoned to AR-2.
- The new parcel will have approximately 442' of frontage on Corinth Church Road which is a County Maintained Road.
- Per the Effingham County Code of Ordinances, Table of Permitted Uses, the following are permitted within the AR-2 district:

- Single Family Detached	- Youth Home
- One Additional Single Family Detached Dwelling	- Plant Nurseries
- Disaster Emergency Housing	- Short term Vacation Rentals
- Mobil Homes	- Veterinarians
- Manufactured Homes	- Schools
- Religious Housing	- Places of Worship
- This rezoning is consistent with the Future Land Use Map (FLUM) which has this parcel and surrounding parcels projected to be agriculture.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval. The motion was second by Mr. Ryan Thompson and carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site with the following conditions:

- A plat shall be approved by Development Services, then recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** +/- 3.11 of 31.58 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**00 STATE OF GEORGIA
EFFINGHAM COUNTY**

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

312-1

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

312-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ANITA BUTLER AS AGENT FOR JACK L. EDWARDS has filed an application to rezone three and eleven hundredths (3.11) +/- acres; from AR-1 to AR-2 to allow for subdivision to create a new home site; map and parcel number 312-1, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024 and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED THAT three and eleven hundredths (3.11) +/- acres; map and parcel number 312-1 located in the 3rd commissioner district is rezoned from AR-1 to AR-2 to allow for subdivision to create a new home site, with the following conditions:

- 1. A plat shall be approved by Development Services, then recorded, before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Sue Anderson** as agent for **SB Homes, LLC** requests to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots. Located on Old Louisville Road. **[Map# 272 Parcel# 27 & 27A]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to R-1, as the parcel to the west (272-29) that the applicant owns is also zoned R-1. The applicant would like to expand the residential lots in this area.
- These parcels are surrounded by R-1 zoned parcels.
- The parcels are currently served by City of Guyton water and private septic systems.
- This rezoning will be consistent with the Future Land Use Map (FLUM) which projects these parcels to be agriculture/residential.
- At the March 12, 2024, Planning Board Meeting, Mr. Alan Zipperer made a motion for approval to rezone only the 5.272 acres to R-1. As that is what was advertised and the signs that were posted on the properties read for map/parcel 272-27A.
- The rezoning for map/parcel 272-27 will be heard at the April 16, 2024, meeting to rectify the situation.
- Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots with the following conditions:
 - A common access shall be the entrance for this development or rear loading lots with ally way access will be acceptable; to minimize multiple encroachments on Old Louisville Road.
 - This rezoning is only for the 5.272 parcel (272-27A)
- 2. Deny** the request for to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots.




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 | |

RZN-24-7	Primary Location	Applicant
Rezoning Application	0	 Sean Barlow
Status: Active	,	 912-657-5300
Submitted On: 1/30/2024	Owner	 sgahomes@comcast.net
		 2929 Wyatt Road Louisville, GA 30434

Staff Review

 **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Notification Letter Description ***

an addition to residential lots.

 **Map #***

272

 **Parcel #***

27, 27A

 **Staff Description**

 **Georgia Militia District***

10

 **Commissioner District***

3rd

 **Public Notification Letters Mailed**

02/19/2024

 **Board of Commissioner Ads**

02/21/2024

🔒 Planning Board Ads

03/13/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

Sue Anderson

Applicant Email Address*

sgahomes@Comcast.net

Applicant Phone Number*

912-657-5300

Applicant Mailing Address*

5805 Hwy 21 S

Applicant City*

Rincon

Applicant State & Zip Code*

GA 31326

Property Owner Information

Owner's Name*

SB Homes, LLC

Owner's Email Address*

seanbarlowr@yahoo.com

Owner's Phone Number*

706-360-5787

Owner's Mailing Address*

2929 Wyatt Road

Owner's City*

Louisville

Owner's State & Zip Code*

GA 30434

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

R-1 (Single Family Residential)

Map & Parcel *

272-27A & 272-27

Road Name*

Old Louisville

Proposed Road Access* ?

Existing access

Total Acres *

5.272

Acres to be Rezoned*

5.272

Lot Characteristics *

Vacant land

Water Connection *

Public Water System

Name of Supplier*

City of Guyton

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

Parcel #02720029 I currently own is zoned R-1 that backs up to parcel.

Digital Signature*

✔ Sean Barlow
Jan 29, 2024

29 PG:741-741
22023000232

FILED IN OFFICE
CLERK OF COURT
12/21/2023 10:09 AM
SON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

James E. Bragg

DATA WAS COLLECTED USING A TOPCON STATION, CARLSON RTX DATA COLLECTOR AND A B764 GPS.

PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA, AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS. IT HAS BEEN CALCULATED FOR CLOSURE AND IS TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET. BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND POINTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY SURVEY AND IN MY OPINION THIS IS A CORRECT ENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE PROFESSIONAL ENGINEERING AND SURVEYING ACT OF 1978.

MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO, GUARANTEES THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY WITHIN THE CERTIFICATION, AS SHOWN HEREON, ARE PURELY A STATEMENT OF HIS PERSONAL OPINION BASED ON HIS KNOWLEDGE, INFORMATION AND BELIEF, AND NOT ON ANY FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THIS CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE OF ANY KIND. DATA UPON WHICH THIS PLAN IS BASED HAS A FIELD CLOSURE PRECISION OF 1 FOOT IN 25,000 FEET. AN ANGULAR ERROR OF 5 SECONDS PER ANGLE WAS ADJUSTED USING THE COMPASS RULE.

YOUR CERTIFICATION

RECALCULATED BY SUBSECTION (G) OF O.C.G.A. SECTION OF 15-6-67, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL OFFICIALS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR STATEMENTS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL AGENCIES. ANY PURCHASER OF USER OF THIS PLAN AS TO INTENDED USE OF ANY PART THEREOF, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT HE/SHE COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYING IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

William Mark Glisson 12/19/2023 DATE
WILLIAM MARK GLISSON RLS #3316
800' 300' 800'

SCALE 1" = 300'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N35°41'51"E	173.47'	1859.86'	173.53'	5°20'46"	36.83'
LINE	BEARING	HORIZ DIST	LINE	BEARING	HORIZ DIST	
L1	S19°09'07"E	175.00'	L5	S19°09'07"E	161.00'	
L2	N4°33'05"E	90.34'	L6	S69°38'57"W	489.52'	
L3	S19°57'00"E	199.66'	L7	S69°31'32"W	437.50'	
L4	S1°41'07"E	144.50'				

FLOOD INFORMATION:
FEMA FLOOD MAP: (1310300245E)
EFFECTIVE DATE: (5/16/2015)
THIS AREA IS NOT LOCATED IN A FLOOD HAZARD AREA
FLOOD ZONE:
"X" AREA OF MINIMAL FLOOD HAZARD

N/F
JAMES B. &
AMBER J. DEASON
PARCEL #:(0272F001A01)
(DB 2323 PG 718)
(PB D115 PG B1)

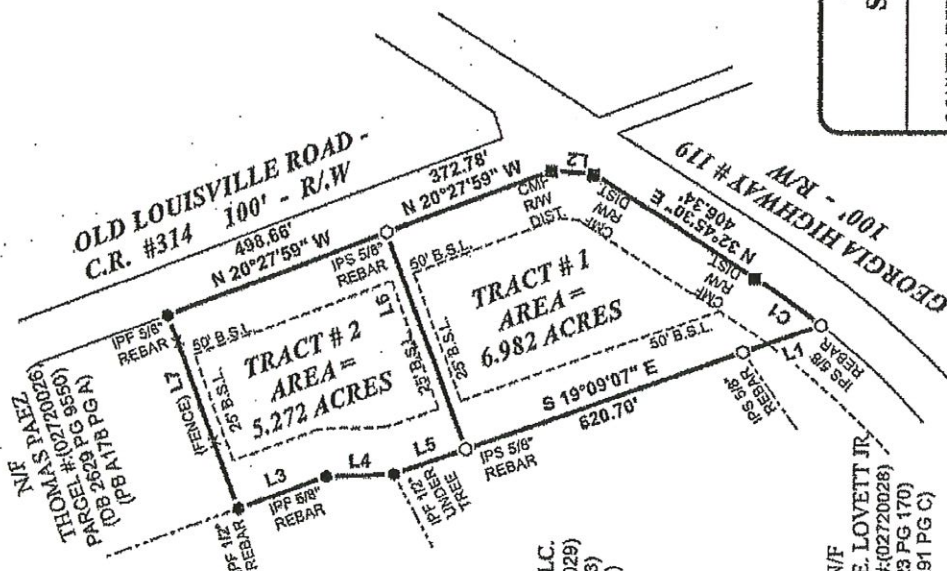
N/F
SB HOMES LLC.
PARCEL #:(02720028)
(DB 2657 PG 983)
(PB A291 PG C)

TITLE
Mc New City
DATE
12/11/2023

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
Steve Carter 12/20/23
ZONING ADMINISTRATOR DATE

BASED UPON THE REPRESENTATIONS OF THE ENGINEER/SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND SUPPLEMENTARY INFORMATION PROVIDED, A REVIEW OF THE PLAN AS REPRESENTED BY THE SAID ENGINEER/SURVEYOR FINDS THAT THIS PLAN COMPLIES WITH THE OCSMS REGULATIONS FOR ATYPICAL SIZE RESIDENCE OF 3 OR 4 BEDROOMS WITH BASIC APURTANCES. EACH LOT MUST BE REVIEWED AND APPROVED FOR ON-SITE SEWAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT. MODIFICATIONS OR CHANGES IN SITE DESIGNATION MAY VOID THIS APPROVAL.

SURVEY OF PARCEL #:(02720027) BEING SUBDIVIDED INTO TWO TRACTS LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA



SURVEY FOR:
SB HOMES
REFEREN
1. DB 2478
2. PB 27 PG
COUNTY: EFFINGHAM STATE: GE
GMD: 10th
DATE: 12/12/2023 SCALE:
FILE NUMBER: 23464 DRAWN
TOTAL AREA: = 12.254 ac
FIELD SURVEY DATE: 12/12/2023

PREPARED BY:
WENDELL E. LOVETT JR.
PARCEL #:(02720028)
(DB 1923 PG 170)
(PB A291 PG C)
N/F
GLISSON LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964
377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET



STATE OF GEORGIA
LSF # 1404

272-27A



272-27A

Item XVI. 16.



1/30/2024

Roads

Tax Parcels

Tax Parcel Labels

Effingham County Zoning

- AR-1
- AR-2
- R-1
- Other
- Efn_fin_cache

Red: Band_1

Green: Band_2

Blue: Band_3

Scale: 1:6,545

0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

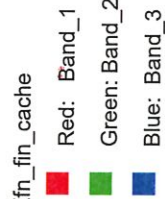
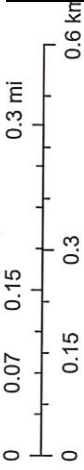
272-27A

Item XVI. 16.



1/30/2024

1:13,091



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap
 USGS, METI/NASA, EPA, USDA

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Sue Anderson as agent for SB Homes, LLC – (Map # 272 Parcels # 27A & 27)** from AR-1 to R-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
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- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
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B.S.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Sue Anderson as agent for SB Homes, LLC – (Map # 272 Parcels # 27A & 27)** from AR-1 to R-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
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D.B.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL _____

Of the rezoning request by applicant ^{5.272 only} **Sue Anderson as agent for SB Homes, LLC** – (Map # 272 Parcels # 27A & 27) from **AR-1** to **R-1** zoning. _{later at called meeting}

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

A. Z.
(9)

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Sue Anderson as agent for SB Homes, LLC – (Map # 272 Parcels # 27A & 27)** from AR-1 to R-1 zoning.

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

RT.

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
272-27A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
272-27A

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, SUE ANDERSON AS AGENT FOR SB HOMES, LLC has filed an application to rezone five and two hundred and seventy-two thousandths (5.272) +/- acres; from AR-1 to R-1 to allow for an addition to residential lots; map and parcel number 272-27 & 27A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024 and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED five and two hundred and seventy-two thousandths (5.272) +/- acres; map and parcel number 272-27 & 27A located in the 3rd commissioner district is rezoned from AR-1 to R-1 to allow for an addition to residential lots, with the following conditions:

1. A common access shall be the entrance for this development or rear loading lots with ally way access will be acceptable; to minimize multiple encroachments on Old Louisville Road.
2. This rezoning is only for the 5.272 parcel (272-27A)

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: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Sue Anderson** as agent for **SB Homes, LLC** requests to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots. Located on Old Louisville Road. **[Map# 272 Parcel# 27 & 27A]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to R-1, as the parcel to the west (272-29) that the applicant owns is also zoned R-1. The applicant would like to expand the residential lots in this area.
- These parcels are surrounded by R-1 zoned parcels.
- The parcels are currently served by City of Guyton water and private septic systems.
- This rezoning will be consistent with the Future Land Use Map (FLUM) which projects these parcels to be agriculture/residential.
- At the March 12, 2024, Planning Board Meeting, Mr. Alan Zipperer made a motion for approval to rezone only the 5.272 acres to R-1. As that is what was advertised and the signs that were posted on the properties read for map/parcel 272-27A.
- The rezoning for map/parcel 272-27 will be heard at the April 16, 2024, meeting to rectify the situation.
- Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

1. Approve the request to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots with the following conditions:

- A common access shall be the entrance for this development or rear loading lots with ally way access will be acceptable; to minimize multiple encroachments on Old Louisville Road.
- This rezoning is only for the 5.272 parcel (272-27A)

2. Deny the request for to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

Staff Report

Subject: Rezoning (Fifth District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Brooke Autry** as agent for **Yong Rong Liu** requests to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities. Located at 2497 Highway 21 South. **[Map# 429 Parcel# 18A]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone the 8.6 acres to B-1 to allow for commercial/business opportunities.
- This parcel is surrounded to the north by AR-1 zoned parcels, to the east is I-1 zoned parcels, to the west is both AR-1 and B-2 zoned parcels. The parcels to the south are within the City of Springfield municipality.
- Per the Effingham County Code of Ordinances, Table of Permitted Uses, the following are permitted with a B-1 zoning:

<ul style="list-style-type: none"> - Plant Nurseries - Hotel/Motel over 75 Rooms - Banks - Automated Bank tellers (stand-alone) - Dentist - Doctor (All Specialties) - Urgent Care - Orthodontist - Optometry - Physical Therapy - Pharmacy - Pharmacy for medical Cannabis Dispensary or medical Marijuana Dispensary - Counseling - Veterinarians - Butcher Shop without Abattoir - Retail – General - Rural Business 	<ul style="list-style-type: none"> - Convenience Store (No Gas Pumps) - Dry Cleaning Outlets - Florists (Wholesale/Retail) - Gas Station (Less than 10 Pumps) - Movie Theaters - Outdoor Recreation Facilities (Playgrounds, Pools) - Utility Operations Centers - Government Owned EV Charging Stations - Childcare Center - Nursing Homes - Libraries/Museums - Places of Worship - Taxidermy
--	--
- The Future Land Use Map (FLUM) projects this parcel to be agriculture/residential. However, Highway 21 is a Commercial Corridor Character Area, and this parcel does fall within that area with frontage on Highway 21.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval. The motion was second by Mr. Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities with the following conditions:
 - A Preliminary Plan shall be approved by the Board of Commissioners.
 - Buffers shall be adhered to per the Effingham County Code of Ordinances, Article III, Section 3.4 Buffers.

- A GDOT Permit for Commercial Access onto Highway 21 will be required.

2. Deny the request for to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities.

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

RZN-24-14

Rezoning Application

Status: Active

Submitted On: 2/9/2024

Primary Location

2497 Georgia Highway 21

South

Rincon, GA 31326

Owner

LUI YONG RONG AND YUE


PIN

HWY 21 S 2497 RINCON, GA


31326

Applicant

 Brooke Autry

 646-387-8765

 bautryrealtor@gmail.com

 132 Goshen Rd Ext Suite
120

Rincon , GA 31326

Staff Review

 Planning Board Meeting Date*

03/12/2024

 Board of Commissioner Meeting Date*

04/02/2024

 Notification Letter Description *

for commercial/business opportunities.

 Map #*

429

 Parcel #*

18A

 Staff Description

 Georgia Militia District*

9

 Commissioner District*

5th

 Public Notification Letters Mailed

02/20/2024

 Board of Commissioner Ads

03/13/2024

🔒 Planning Board Ads

02/21/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

Brooke Autry

Applicant Email Address*

bautryrealtor@gmail.com

Applicant Phone Number*

912-508-1401

Applicant Mailing Address*

135 Goshen Rd Ext. Suite 120

Applicant City*

Rincon

Applicant State & Zip Code*

31326

Property Owner Information

Owner's Name*

Yong Rong Liu

Owner's Email Address*

liubenson@ymail.com

Owner's Phone Number*

646-387-8765

Owner's Mailing Address*

546 Dresler Rd

Owner's City*

Rincon

Owner's State & Zip Code*

31326

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

B-1 (Neighborhood Commercial)

Map & Parcel *

04290018A00

Road Name*

Hwy 21 S

Proposed Road Access* ?

Hwy 21

Total Acres *

8.6

Acres to be Rezoned*

8.6

Lot Characteristics *

Direct access to Hwy 21

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

To allow for commercial/business oppotunites

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

North*

South*

AR-1

I-1

East*

West*

I-1

B-1

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

Single home residence.

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

No. At the moment it is being rented to pay the ownwer's overhead.

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

The owners own 2 local restaurants and would possibly use this property as a restaurant location in the future or, as an investment, lease it to another business to develop offering additional options to the community.

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

Strickland Funeral Home is directly across the street, Loves Travel Stop, McDonalds and another gas station are on the corner of Ebenezer Rd. and Rahn Station Rd. Storage building sales are directly beside the property and that end of Ebenezer Rd. is industrial.

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

It would be aesthetically and economically conducive to neighboring businesses. Being a destination point, it would continue with the commercial plan and growth in the Hwy 21 corridor, offering additional business opportunities for the community.

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

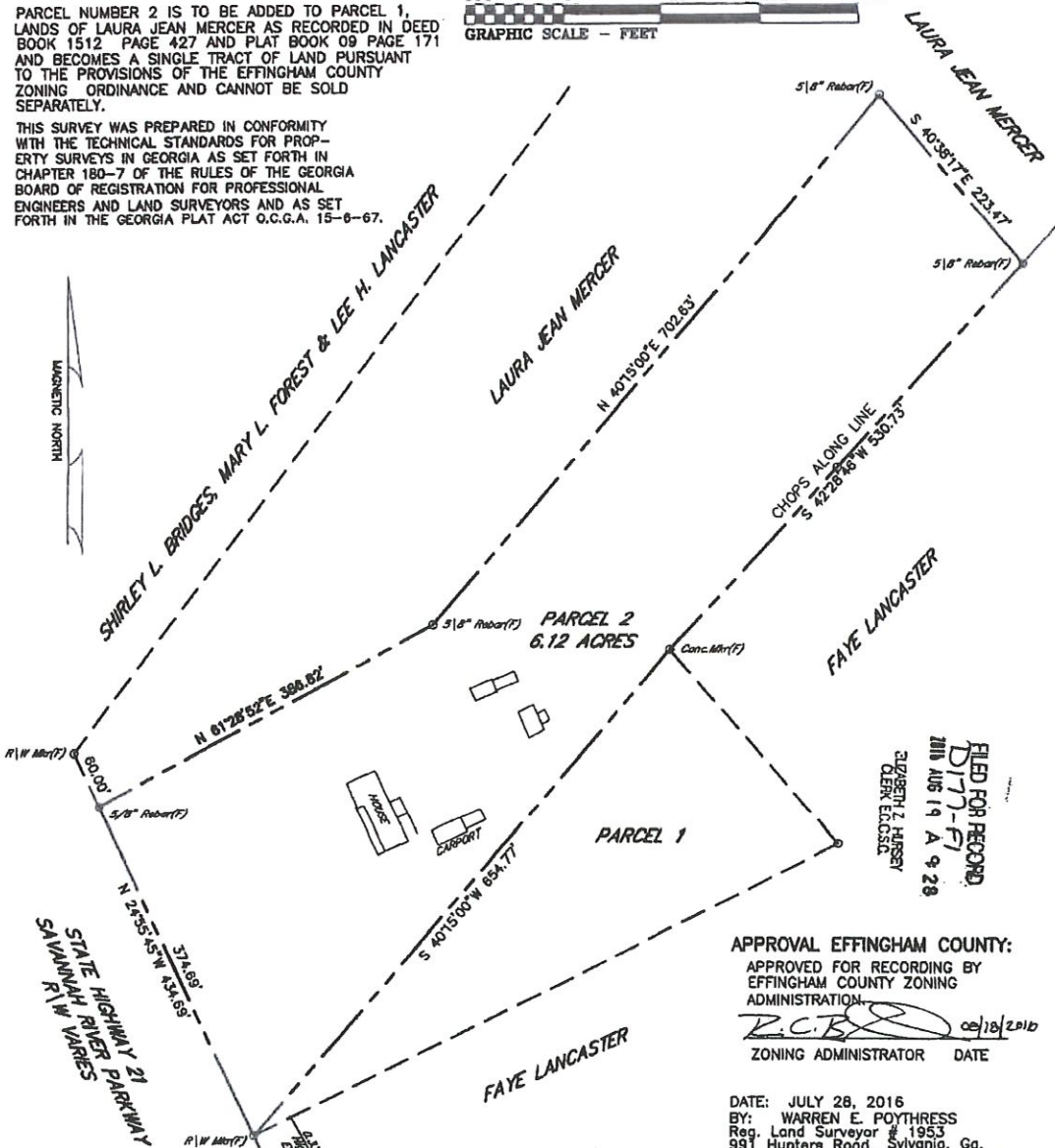
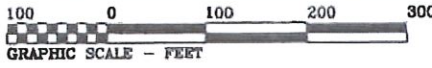
No. This property is on a long stretch of Hwy 21 with space between other properties and room for egress and parking.

Digital Signature*

✓ Yong Rong Liu
Feb 8, 2024

PARCEL NUMBER 2 IS TO BE ADDED TO PARCEL 1, LANDS OF LAURA JEAN MERCER AS RECORDED IN DEED BOOK 1512 PAGE 427 AND PLAT BOOK 09 PAGE 171 AND BECOMES A SINGLE TRACT OF LAND PURSUANT TO THE PROVISIONS OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND CANNOT BE SOLD SEPARATELY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



FILED FOR RECORD
D 177-71
JUL 19 11 A 9 28
WARREN E. POYTHRESS
LAND SURVEYOR
EFFINGHAM COUNTY

APPROVAL EFFINGHAM COUNTY:
APPROVED FOR RECORDING BY
EFFINGHAM COUNTY ZONING
ADMINISTRATION
R.C.B. 08/18/2016
ZONING ADMINISTRATOR DATE

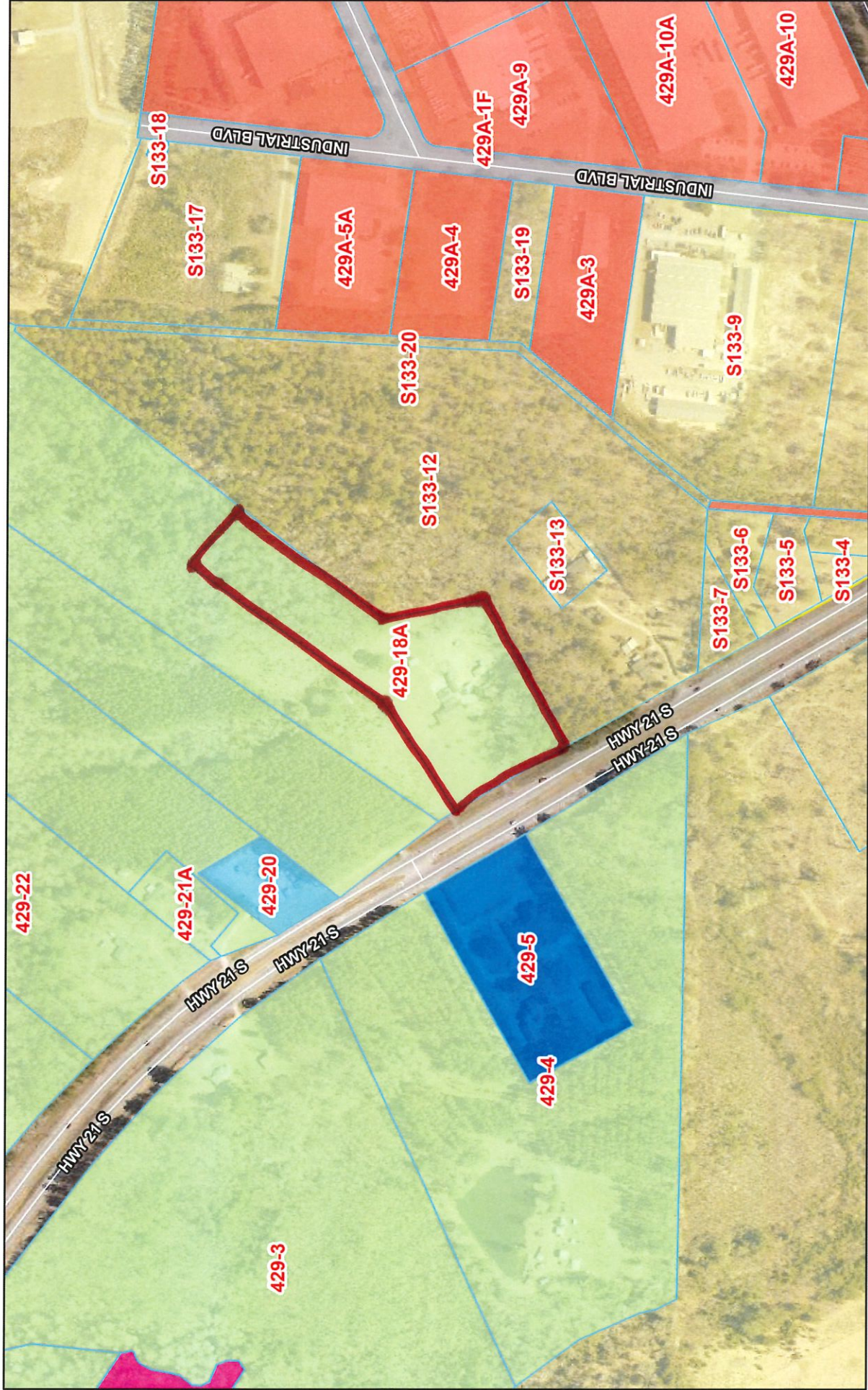
DATE: JULY 28, 2016
BY: WARREN E. POYTHRESS
Reg. Land Surveyor # 1953
991 Hunters Road Sylvania, Ga.
30467 Tele. - (912) 857-3288
EQUIP: TOPCON 303 TOTAL STATION
THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
IN 26532 FEET, AND ANGULAR
ERROR OF 06 SECONDS PER ANGLE
POINT. AFTER ADJUSTMENTS BY
THE COMPASS RULE THE FINAL PLAT
HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITH-
IN ONE FOOT IN 423152 FEET.



PROPERTY SURVEY
FOR
CARL T. CIRINELLI

LOCATED IN THE 9TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA

429-18A (2497 Hwy 21 S)



2/12/2024

348
Item XVI. 18.

Roads
 Tax Parcels
 Tax Parcel Labels

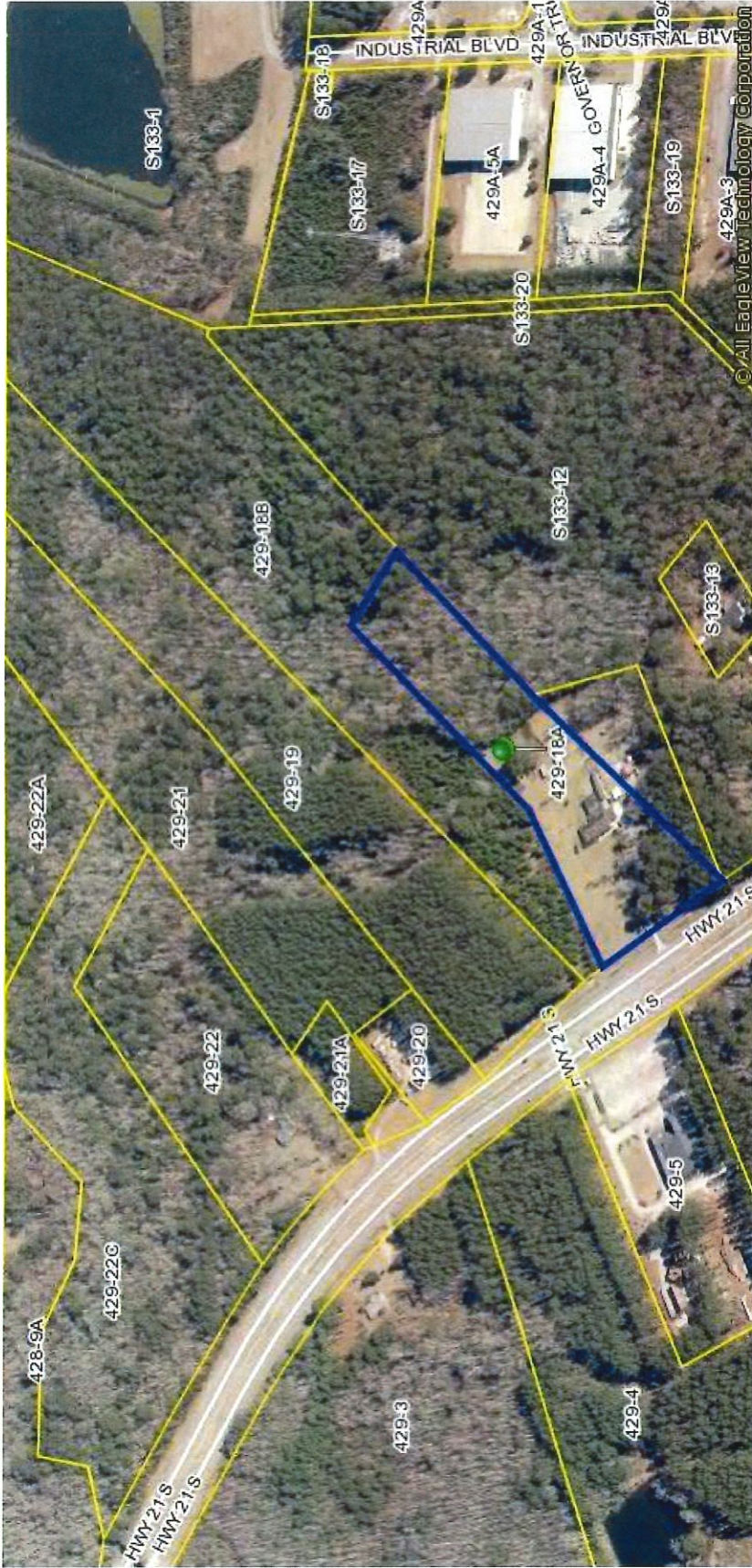
Effingham County Zoning
 AR-1
 R-1
 B-2
 B-3
 I-1
 Other
 Municipal Boundaries

Efn_fin_cache
 Red: Band_1
 Green: Band_2
 Blue: Band_3

Scale:
 1:5,793
 0 0.04 0.08 0.16 mi
 0 0.05 0.1 0.2 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

429-18A (2497 Hwy 21 S)



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 **Brooke Autry as agent for Yong Rong Liu – (Map # 429 Parcels # 18A)** from **AR-1** to **B-1** zoning.

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

B.S.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Brooke Autry as agent for Yong Rong Liu – (Map # 429 Parcels # 18A)** from AR-1 to B-1 zoning.

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

D.B.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Brooke Autry as agent for Yong Rong Liu – (Map # 429 Parcels # 18A)** from **AR-1** to **B-1** zoning.

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

A.2.

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 **Brooke Autry as agent for Yong Rong Liu – (Map # 429 Parcels # 18A)** from AR-1 to B-1 zoning.

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

P.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 2, 2024
Item Description: **Brooke Autry** as agent for **Yong Rong Liu** requests to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities. Located at 2497 Highway 21 South. **[Map# 429 Parcel# 18A]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone the 8.6 acres to B-1 to allow for commercial/business opportunities.
- This parcel is surrounded to the north by AR-1 zoned parcels, to the east is I-1 zoned parcels, to the west is both AR-1 and B-2 zoned parcels. The parcels to the south are within the City of Springfield municipality.
- Per the Effingham County Code of Ordinances, Table of Permitted Uses, the following are permitted with a B-1 zoning:

<ul style="list-style-type: none"> - Plant Nurseries - Hotel/Motel over 75 Rooms - Banks - Automated Bank tellers (stand-alone) - Dentist - Doctor (All Specialties) - Urgent Care - Orthodontist - Optometry - Physical Therapy - Pharmacy - Pharmacy for medical Cannabis Dispensary or medical Marijuana Dispensary - Counseling - Veterinarians - Butcher Shop without Abattoir - Retail – General - Rural Business 	<ul style="list-style-type: none"> - Convenience Store (No Gas Pumps) - Dry Cleaning Outlets - Florists (Wholesale/Retail) - Gas Station (Less than 10 Pumps) - Movie Theaters - Outdoor Recreation Facilities (Playgrounds, Pools) - Utility Operations Centers - Government Owned EV Charging Stations - Childcare Center - Nursing Homes - Libraries/Museums - Places of Worship - Taxidermy
--	--
- The Future Land Use Map (FLUM) projects this parcel to be agriculture/residential. However, Highway 21 is a Commercial Corridor Character Area, and this parcel does fall within that area with frontage on Highway 21.
- At the March 12, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval. The motion was second by Mr. Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities with the following conditions:
 - A Preliminary Plan shall be approved by the Board of Commissioners.
 - Buffers shall be adhered to per the Effingham County Code of Ordinances, Article III, Section 3.4 Buffers.

- A GDOT Permit for Commercial Access onto Highway 21 will be required.

2. Deny the request for to **rezone** +/- 8.6 acres from **AR-1** to **B-1** to allow for commercial/business opportunities.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**00 STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
429-18A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
429-18A

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, BROOKE AUTRY AS AGENT FOR YONG RONG LIU has filed an application to rezone eight and six tenths (8.6) +/- acres; from AR-1 to B-1 to allow for commercial/business opportunities; map and parcel number 429-18A, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on April 2, 2024 and notice of said hearing having been published in the Effingham County Herald on March 13, 2024; 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 February 21, 2024; and

IT IS HEREBY ORDAINED eight and six tenths (8.6) +/- acres; map and parcel number 429-18A located in the 4th commissioner district is rezoned from AR-1 to B-1 to allow for commercial/business opportunities, with the following conditions:

1. A Preliminary Plan shall be approved by the Board of Commissioners.
2. Buffers shall be adhered to per the Effingham County Code of Ordinances, Article III, Section 3.4 Buffers.
3. A GDOT Permit for Commercial Access onto Highway 21 will be required.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK