



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

**February 06, 2024 – 5:00 PM**

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

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

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

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

**Agenda**

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

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the January 16, 2024 Commission meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Unfinished Business** - Contains items held from a previous agenda.

**1. [2023-606 Ordinance]**

Consideration to approve the First Reading to amend **Part II - Official Code, Chapter 42; Section 42-7 - Firearms** of the Effingham County Code of Ordinances *(1st reading approved 11/21/2023, 2nd reading denied 12/05/2023)*

**X. New Business**

**1. [2024-039 Assemblage Permit] Samantha Easton**

Consideration to approve an Assemblage Permit for the Effingham Shrine Club to host Ham Jam on April 6, 2024 beginning at 5:00pm at 1258 Corinth Church Road **Map# 311 Parcel# 10**, in the **Third District**

**2. [2024-040 Road Abandonment] Steve Candler**

Consideration to approve to publish a notice to abandon for a portion of Otis Seckinger Road located in the **Second District**

**3. [2024-041 Plat/Deed] Samantha Easton**

Consideration to approve a Final Plat and Warranty Deed as submitted by Toss Allen, of Allen Engineering for Oglethorpe Landing Phase 2 located on Ebenezer Road, consisting of 45 lots **Map# 446 Parcel# 12**, in the **Fifth District**

**4. Consideration to approve a Final Plat and Warranty Deed as submitted by Stuart Barney, of Dream Finders Homes for Creekside Phase 2A, located on Noel C Conaway Road, consisting of 155 lots **Map# 436 Parcel# 46 & 46A**, in the **Second District****

**5. [2024-043 Purchase Order] Alison Bruton**

Consideration to approve an amended Purchase Order for the purchase of three Ambulances for EMS

**6. [2024-044 Contract] Alison Bruton**

Consideration to approve Amendment #6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

**7. [2024-045 Proposal] Alison Bruton**

Consideration to approve a Proposal from Kimley-Horn for design of roadway and intersection improvements of Old Augusta Road

**8. [2024-046 Change Order] Alison Bruton**

Consideration to approve a Change Order for Peek Pavement for a decrease in the LMIG SAP Project

**9. [2024-047 Contract] Alison Bruton**

Consideration to approve a Contract with Robert Lanier d/b/a Diversified Correctional Services, LLC for the Effingham County Prison PREA Audit

**10. [2024-048 Agreement] Alison Bruton**

Consideration to approve a Utility Easement Agreement between the Board of Commissioners and the Effingham County Industrial Development Authority

**11. [2024-049 Grant Award] Mark Barnes**

Consideration to accept participation in the Georgia Department of Community Health (DCH) to participate in the GA Medicaid Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Supplemental Payment Program

**12. [2024-050 Resolution] Mark Barnes**

Consideration to approve Resolution# 024-007 to amend the fiscal year 2023 Budget

13. [2024-051 Resolution] *Mark Barnes*

Consideration to approve Resolution# 024-008 to amend the fiscal year 2024 Budget

14. [2024-052 Job Description] *Sarah Mausolf*

Consideration to approve and publish a new Job Description for a Solid Waste Coordinator for Development Services and a Health, Wellness and Safety Coordinator for Human Resources

15. [2024-053 Agreement] *Sarah Mausolf*

Consideration to approve an amended Administrative Services Agreement between Meritain Health Inc and the Effingham County Board of Commissioners

16. [2024-054 Annexation] *Stephanie Johnson*

Consideration to approve a Petition for Annexation as submitted by the City of Springfield for a property consisting of approximately 9.25 acres located adjacent to GA Hwy 21 **Map# 410 Parcel# 61-63**

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

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

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

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

1. [2024-055 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Eric Smith** for a **conditional use** for a **rural business** located at 445 Golden Drive, **Map# 450A Parcel #56**, in the **Second District**

2. [2024-056 Second Reading]

Consideration to approve the Second Reading of an application by **Eric Smith** for a **conditional use** for a **rural business** located at 445 Golden Drive **Map# 450A Parcel #56**, in the **Second District**

3. [2024-057 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Hallie Myers** as agent for **Blue Sky Acres, Inc.** for a **conditional use** for an **Agritourism Business** located at **729 Ardmore Oaky Road Map# 285 Parcel # 5**, in the **Third District**

4. [2024-058 Second Reading]

Consideration to approve the Second Reading of an application by **Hallie Myers** as agent for **Blue Sky Acres, Inc.** for a **conditional use** for an **Agritourism Business** located at **729 Ardmore Oaky Road Map# 285 Parcel # 5**, in the **Third District**

5. [2024-059 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Hallie Myers** as agent for **Blue Sky Acres, Inc.** requests a **variance** from ordinance Section 3.4.1, to allow for the reduction in required buffers located at **729 Ardmore Oaky Road, Map# 285 Parcel# 5**, in the **Third District**

6. [2024-060 Second Reading]

Consideration to approve the Second Reading of an application by Hallie Myers as agent for Blue Sky Acres, Inc. requests a **variance** from ordinance Section 3.4.1, to allow for the reduction in required buffers located at **729 Ardmore Oaky Road, Map# 285 Parcel# 5**, in the **Third District**

7. [2024-061 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **denying** an application by **Jamon Jones** as agent for **Perez Everardo Baca** to **rezone** 17.5 acres located at **2388 US Highway 80** from **AR-1 to I-1** to allow for a concrete plant. **Map# 354 Parcel# 28**, in the **First District**

8. [2024-062 Second Reading]

Consideration to approve the Second Reading of an application by **Jamon Jones** as agent for **Perez Everardo Baca** to **rezone** 17.5 acres located at **2388 US Highway 80** from **AR-1 to I-1** to allow for a concrete plant. **Map# 354 Parcel# 28**, in the **First District**

9. [2024-063 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **James Dasher** as agent for **Peggy Ann Boykin Beck** to **rezone** 116 acres located at **Earl Lain Road & Hodgeville Road** from **PD Residential to PD Residential** to allow for the amendment of a Planned Development. **Map# 435 Parcel# 21, 21A, & 21B**, in the **Second District**

10. [2024-064 Second Reading]

Consideration to approve the Second Reading of an application by **James Dasher** as agent for **Peggy Ann Boykin Beck** to **rezone** 116 acres located at **Earl Lain Road & Hodgeville Road** from **PD Residential to PD Residential** to allow for the amendment of a Planned Development. **Map# 435 Parcel# 21, 21A, & 21B**, in the **Second District**

11. [2024-065 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Cindy & Steven Pitts** to **rezone** 1.00 out of 7 acres located at **453 Gracen Road** from **AR-1 to AR-2** to allow for a new home site. **Map# 271 Parcel# 40**, in the **Third District**

12. [2024-066 Second Reading]

Consideration to approve the Second Reading of an application by **Cindy & Steven Pitts** to **rezone** 1.00 out of 7 acres located at **453 Gracen Road** from **AR-1 to AR-2** to allow for a new home site **Map# 271 Parcel# 40**, in the **Third District**

13. [2024-067 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving with conditions** an application by **Mark Jacobs** to **rezone** 20.41 acres located at **Highway 119 South & 475 Little McCall Road** from **AR-1 to AR-2** to allow for a subdivision to create new home sites **Map# 320 Parcel# 50D & 52**, in the **Third District**

14. [2024-068 Second Reading]

Consideration to approve the Second Reading of an application by **Mark Jacobs** to **rezone** 20.41 acres located at **Highway 119 South & 475 Little McCall Road** from **AR-1 to AR-2** to allow for a subdivision to create new home sites **Map# 320 Parcel# 50D & 52**, in the **Third District**

**15. [2024-069 Public Hearing]** *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Milton Rahn Jr.** to **rezone** 0.078 acres of 78.775 located at **Lexington Avenue Ext.** from **AR-1 to AR-2** to allow for the division of an encroachment of a shed from an adjacent parcel **Map# 447 Parcel# 3**, in the **Fifth District**

**16. [2024-070 Second Reading]**

Consideration to approve the Second Reading of an application by **Milton Rahn Jr.** to **rezone** 0.078 acres of 78.775 located at **Lexington Avenue Ext.** from **AR-1 to AR-2** to allow for the division of an encroachment of a shed from an adjacent parcel **Map# 447 Parcel# 3**, in the **Fifth District**

**17. [2024-071 Public Hearing]** *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Donnie Bazemore** to **rezone** 1.58 acres located at **5947 GA Highway 21 South** from **R-1 to B-3** to allow for a car lot **Map# 465 Parcel# 1C**, in the **Fifth District**

**18. [2024-072 Second Reading]**

Consideration to approve the Second Reading of an application by **Donnie Bazemore** to **rezone** 1.58 acres located at **5947 GA Highway 21 South** from **R-1 to B-3** to allow for a car lot **Map# 465 Parcel# 1C**, in the **Fifth District**

**19. [2024-073 Sketch Plan]** *Samantha Easton*

The Planning Board recommends approval for an application by Donnie Bazemore for a Sketch Plan located on Hwy 21 South, for "*Rincon Car Lot*" proposed zoning B-3 **Map# 465 Parcels# 1C** in the **Fifth District**

**XV. Adjournment**

**Staff Report**

**Subject:** Ordinance Revision  
**Author:** Steve Candler  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** Consideration of an **amendment** to the Code of Ordinances **Part II; Chapter 42 Offenses 42-7 – Firearms**

**Summary Recommendation**

The county commissioners recommended a change to the county firearms ordinance. The proposed amendment was assigned to the Development Services Department for research and suggested changes. The text for most of this ordinance amendment is from the state model provided by the Department of Natural Resources (DNR). Adding the state definitions of terms for the ordinance.

**Executive Summary/Background**

- The significant changes to the ordinance are the reduction of the yardage around dwellings from 300 yards to 75 yards.
- Most of the ordinance is the model ordinance provided by the Department of Natural Resources.
- The addition of the state requirement about discharging a firearm near a public highway.

**Alternatives**

**Approve an amendment** to the Code of Ordinances **Part II; Chapter 42 Offenses 42-7 – Firearms.**

**Deny an amendment** to the Code of Ordinances **Part II; Chapter 42 Offenses 42-7 – Firearms.**

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services, County Attorney      **FUNDING:** N/A

- Attachments:**
1. Draft of Firearms ordinance amendment; Firearms Ordinance – Section 42.-7
  2. GA State Code 16-11-103

## Section 42-7 Discharge of a Firearm in Effingham County Georgia

1. As used in this Code section, the term:
  - a) "Firearm" means any handgun, rifle, or shotgun.
  - b) *vacant*
  - c) "Public highway" means every public street, road, and highway in this state.
  - d) *vacant*
  - e) "Sport shooting range" means an area designated and operated by a person or entity for the sport shooting of firearms, target practice, trapshooting, skeet shooting, or shooting sporting clays and not available for such use by the general public without payment of a fee, membership contribution, or dues or without the invitation of an authorized person, or any area so designated and operated by a unit of government, regardless of the terms of admission thereto.
  - f) *vacant*
  - g) "Unit of government" means any of the departments, agencies, authorities, or political subdivisions of the state, cities, municipal corporations, townships, or villages and any of their respective departments, agencies, or authorities.
  
2. It shall be unlawful for any person in Effingham County to discharge or shoot any firearms which project lead or any other missile as follows:
  - a) into a dwelling, house, railroad train, boat, aircraft, motor vehicle, or any building or structure used for assembling of people; or
  - b) within seventy-five (75) yards of any occupied building or upon the land of another or across the property line of another without first obtaining written permission of such property owner(s); or
  - c) at a mark, at any inanimate object, or at random, on, along or across a public highway; or
  - d) at or from any motor vehicle, at any person, at any other motor vehicle, or at any building or habitable structure.
  - e) it shall be unlawful for any person, without legal justification, to discharge a firearm on or within 50 yards of a public highway.
  
3. **Section 42-7** shall not apply to or affect any of the following:
  - a) All federal, military, state, county, and municipal law enforcement peace officers possessing the duty and power of arrest whether such officers are within or outside their jurisdictions or on or off duty, or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged

in assisting such officer, or any other person otherwise authorized by Georgia statute; or

- b) Any person lawfully exercising the destruction of dangerous animals, or for lawful nuisance wildlife abatement by persons properly permitted by the Georgia Department of Natural Resources, or in the lawful exercise of trapping by properly licensed trappers; or
- c) In connection with the discharge of blank cartridges for theatrical purposes or for signal purposes in athletic or sporting events, military exercises, funerals, reviews, or memorial events; or
- d) Any citizen when lawfully defending person or property; or
- e) Any citizen or legal entity engaged in the lawful use or legal nonconforming use under any zoning ordinance at any private or commercial sport shooting range.

1. For the purposes of this section a “sport shooting range” means an area designed and operated for the use and discharge of guns, air guns, BB guns, pistols, or other firearms, which project lead or any other missile that received prior approval from Effingham County to operate.

4. It shall be unlawful for any person to discharge a firearm while:

- a) Under the influence of alcohol or any drug or any combination of alcohol and any drug to the extent that it is unsafe for the person to discharge such firearm except in defense of life, health, and property;
- b) The person’s alcohol concentration is 0.08 grams or more at any time while discharging such firearm or within three (3) hours after such discharge of such firearm from alcohol consumed before such discharge ended; or
- c) Subject to the provisions of subsection (3) of this Code section, there is any amount of marijuana or a controlled substance as defined in O.C.G.A. §16-13-21, present in the person’s blood or urine, or both, including the metabolites and derivatives of each or both without regard to whether or not any alcohol is present in the person’s breath or blood.

5. The fact that any person charged with violating this section is or has been legally entitled to use a drug shall not constitute a defense against any charge of violating this section; provided, however, that such person shall not be in violation of this subsection unless such person is rendered incapable of possessing or discharging a firearm safely as a result of using a drug other than alcohol which such person is legally entitled to use.

6. Any person convicted of violating subsection (3) of this section shall be guilty of a misdemeanor of a high and aggravated nature.

## 2022 Georgia Code

### Title 16 - Crimes and Offenses

#### Chapter 11 - Offenses Against Public Order and Safety

#### Article 4 - Dangerous Instrumentalities and Practices

#### Part 1 - General Provisions

### § 16-11-103. Discharge of Gun or Pistol Near Public Highway; Penalty

**Universal Citation:** [GA Code § 16-11-103 \(2022\)](#)

- a. As used in this Code section, the term:
  1. “Firearm” means any handgun, rifle, or shotgun.
  2. “Public highway” means every public street, road, and highway in this state.
  3. “Sport shooting range” means an area designated and operated by a person or entity for the sport shooting of firearms, target practice, trapshooting, skeet shooting, or shooting sporting clays and not available for such use by the general public without payment of a fee, membership contribution, or dues or without the invitation of an authorized person, or any area so designated and operated by a unit of government, regardless of the terms of admission thereto.
  4. “Unit of government” means any of the departments, agencies, authorities, or political subdivisions of the state, cities, municipal corporations, townships, or villages and any of their respective departments, agencies, or authorities.
- b. Except as provided in subsection (c) of this Code section, it shall be unlawful for any person, without legal justification, to discharge a firearm on or within 50 yards of a public highway.
- c. This Code section shall not apply to a discharge of a firearm which occurs within 50 yards of a public highway if such discharge is shielded from the view of a traveler on the public highway and occurs at:
  1. An indoor or outdoor sport shooting range;
  2. Facilities used for firearm or hunting safety courses sponsored by a unit of government, nonprofit corporation, or commercial enterprise; or
  3. The business location of any person, firm, retail dealer, wholesale dealer, pawnbroker, or corporation licensed as a firearm dealer.
- d. Any person who violates subsection (b) of the Code section shall be guilty of a misdemeanor.

**Sec. 42-7. - Firearms.**

(a) It shall be unlawful for any person to discharge any explosive, pistol, gun, or other weapon or instrument likely to produce injury to person or property, except in defense of person or property, within a radius of 300 yards from any occupied dwelling without the express permission of the occupant of such dwelling. Nothing in this section shall apply to any person authorized by law to use firearms in the course of his duty.

(b) It shall be unlawful for any person to discharge any firearm on any public boat ramp or public dock, or on any public land or facilities adjacent to any public boat ramp or public dock maintained or owned by the county.

(c) Notwithstanding section (a), a single parcel, under single ownership, and a minimum of one hundred (100) acres, in an AR-1 zoning district, can discharge firearms on the parcel without notifying the county during the Georgia Wildlife Resources Division designated dove season.

(d) Notwithstanding section (a), for properties in single ownership under 100 acres, the landowner must register, with the Sheriff's office, the times and the dates for any discharge of a firearm on the property during the Georgia Wildlife Resources Division designated dove season.

(Ord. of 9-2-80; Ord. of 2-18-97)

**Staff Report**

**Subject:** Assemblage Permit (Third District)  
**Author:** Samantha Easton, Planner II  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** Consideration to approve an Assemblage Permit for the Effingham Shrine Club to hold Ham Jam on Saturday, April 6, 2024, beginning at 5:00pm. Located at 1258 Corinth Church Road. **Map# 311 Parcel# 10**

**Summary Recommendation**

Staff recommends approval for an Assemblage Permit for the Effingham Shrine Club to hold Ham Jam beginning at 5:00pm on April 6, 2024.

**Executive Summary/Background**

- The event will be a concert and have food trucks and an alcohol vendor.
- The alcohol will be sold by Liquor Cabinet, which holds a State Distributor’s License.
- Off-street parking is available on-site.
- Reasonable accommodation shall be allowed outside event times to set up and take down the event.
- All proceeds of Ham Jam will go to the Effingham Shrine Club.

**Alternatives**

**1. Approve** an Assemblage Permit for the Effingham Shrine Club to hold Ham Jam from beginning at 5:00pm on April 6, 2024

**2. Deny** an Assemblage Permit for the Effingham Shrine Club to hold Ham Jam from beginning at 5:00pm on April 6, 2024

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services      **FUNDING:** N/A

**Attachments:** 1. Assemblage Permit Application  
2. Site Plan showing parking and Concert Area

CORINTH CHURCH RD

1258

House

Stage  
Concert Area

Parking for 600 Cars

1234

HRD

**Staff Report**

**Subject:** A Discussion to Decide Whether to Close a Portion of Otis Seckinger Road  
**Author:** Steve Candler  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** Consideration whether to move forward with closing a portion of Otis Seckinger Road.

**Summary Recommendation**

The county commissioners can hear petitions from constituents to abandon (close) county-maintained roads. A petition is pending from MS2 Farms to abandon (close) a portion of Otis Seckinger Road. Tonight’s discussion, after conferring with the county attorney, is to vote on whether the commission wants to proceed with MS2 Farms beginning the road abandonment (closure) process. It is not agreeing to close the road at this time.

**Executive Summary/Background**

- **Development Services receives information from MS2 Farms to abandon a portion of Otis Seckinger Road.**
- **Development Services meets with county attorney to development a formal process to abandon a county road.**
- **Development gives MS@ Farms a formal application and the new process to abandon a county road.**
- **No homeowners will need new addresses.**
- **No homeowner have encroachments (driveways) on the proposed portion of the road to be abandoned.**

**Alternatives**

**Approve:** 1                      **Deny:** 2

**Recommended Alternative:** 1    **Other Alternatives:** 2

**Department Review:** Development Services, County Attorney                      **FUNDING:** N/A

**Attachments:**

1. **The letter from MS2 Farms requesting abandonment of a portion of Otis Seckinger Road.**
2. **A plat showing the portion MS2 Farms is going to request be abandoned.**



McCorkle, Johnson  
& McCoy, LLP

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October 24, 2023

Effingham County Board of Commissioners  
c/o Stephanie D. Johnson, County Clerk  
804 South Laurel Street  
Springfield, Georgia 31329

Tim Callanan  
County Manager  
804 South Laurel Street  
Springfield, Georgia 31329

Re: Otis Seckinger Road

To Whom It May Concern:

On behalf of MS2 Farms, LLC, we hereby request that Effingham County abandon its maintenance obligations and convey its rights in the portion of Otis Seckinger Road shown on the Exhibit attached hereto. MS2 Farms, LLC owns the property on all sides of this portion of the road and desires to acquire any and all rights the County may have in the same.

In consideration of Effingham County's conveyance, MS2 Farms, LLC is offering to convey an area up to 100 feet x 100 feet (as shown on the Exhibit) to Effingham County to provide adequate land area for a cul-de-sac should one be desired.

We would like this request to be put on the County's agenda at a regular meeting as soon as any needed review is complete.

Sincerely,

McCORKLE, JOHNSON & McCOY, LLP

Robert L. McCorkle, III

**SURVEYOR'S CERTIFICATE**

THIS PLAT IS EXEMPT FROM REVIEW BY THE GOVERNING AUTHORITY BECAUSE IT IS A RETRACEMENT SURVEY.

O.C.G.A. Section 15-6-67 (c)(3)(A)(ii)  
 This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are relied upon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, 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.



LAND SURVEYOR \_\_\_\_\_ DATE: \_\_\_\_\_

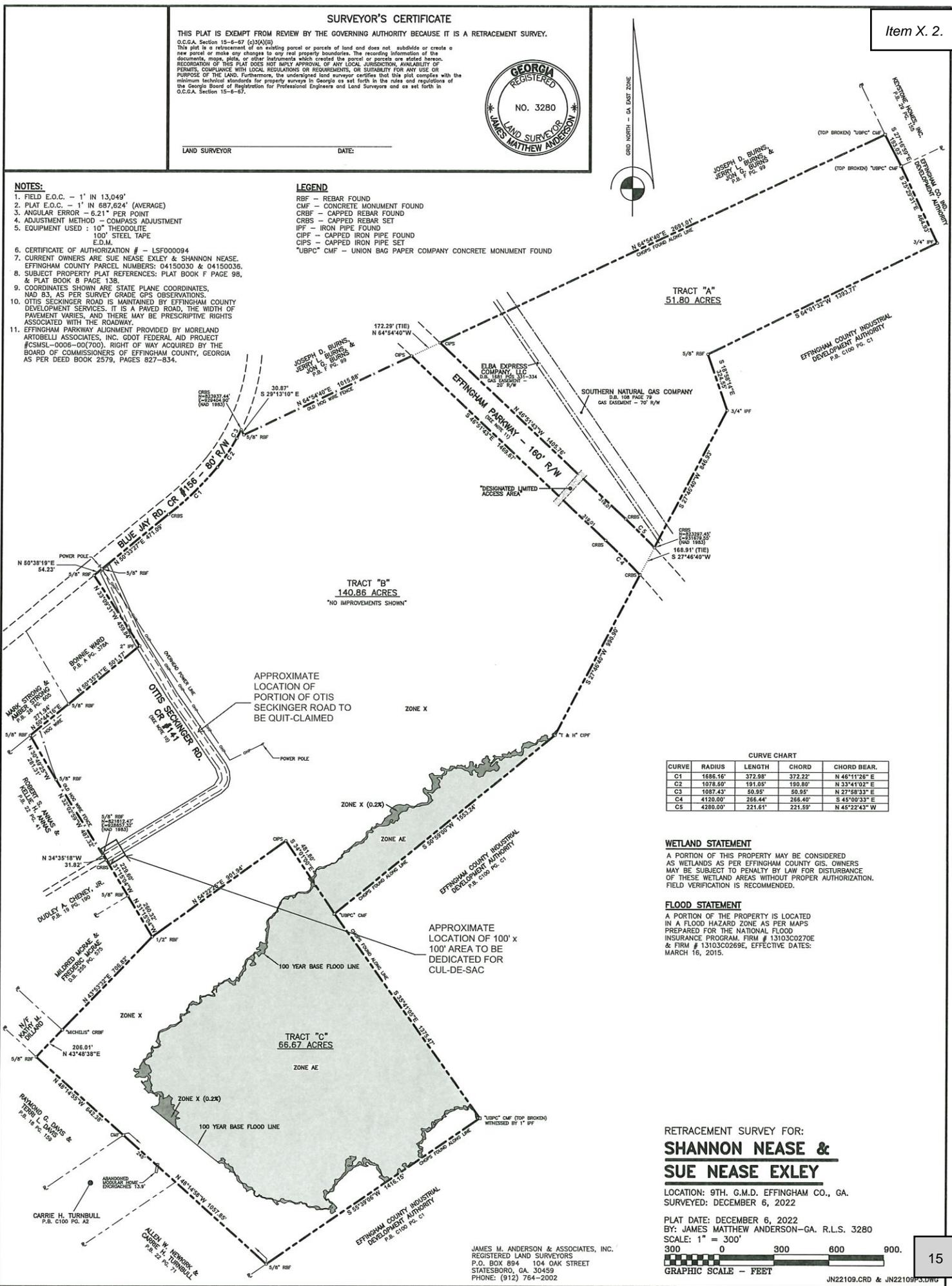
Item X. 2.

**NOTES:**

1. FIELD E.O.C. - 1" IN 13,049'
2. PLAT E.O.C. - 1" IN 687,624' (AVERAGE)
3. ANGULAR ERROR - 6.21" PER POINT
4. ADJUSTMENT METHOD - COMPASS ADJUSTMENT
5. EQUIPMENT USED : 10" THEODOLITE  
100' STEEL TAPE  
E.D.M.
6. CERTIFICATE OF AUTHORIZATION # - LSF000094
7. CURRENT OWNERS ARE SUE NEASE EXLEY & SHANNON NEASE.  
EFFINGHAM COUNTY PARCEL NUMBERS: 04150030 & 04150036.
8. SUBJECT PROPERTY PLAT REFERENCES: PLAT BOOK F PAGE 98, & PLAT BOOK B PAGE 138.
9. COORDINATES SHOWN ARE STATE PLANE COORDINATES, NAD 83, AS PER SURVEY GRADE GPS OBSERVATIONS.
10. OTIS SECKINGER ROAD IS MAINTAINED BY EFFINGHAM COUNTY DEVELOPMENT SERVICES. IT IS A PAVED ROAD, THE WIDTH OF PAYEMENT VARIES, AND THERE MAY BE PRESCRIPTIVE RIGHTS ASSOCIATED WITH THE ROADWAY.
11. EFFINGHAM PARKWAY ALIGNMENT PROVIDED BY MORELAND ARTOBELLI ASSOCIATES, INC. CDOT FEDERAL AID PROJECT #CSMSL-0006-001700. RIGHT OF WAY ACQUIRED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AS PER DEED BOOK 2579, PAGES 827-834.

**LEGEND**

- RBF - REBAR FOUND
- CMF - CONCRETE MONUMENT FOUND
- CRBF - CAPPED REBAR FOUND
- CRBS - CAPPED REBAR SET
- IPF - IRON PIPE FOUND
- CIFF - CAPPED IRON PIPE FOUND
- CIPS - CAPPED IRON PIPE SET
- "UBPC" CMF - UNION BAG PAPER COMPANY CONCRETE MONUMENT FOUND



**CURVE CHART**

CURVE	RADIUS	LENGTH	CHORD	CHORD BEAR.
C1	1686.16'	372.98'	372.22'	N 45°11'26" E
C2	1078.50'	191.05'	190.80'	N 33°41'02" E
C3	1087.43'	50.95'	50.95'	N 27°58'33" E
C4	4120.00'	266.44'	266.40'	S 45°00'33" E
C5	4280.00'	221.61'	221.59'	N 45°22'43" W

**WETLAND STATEMENT**  
 A PORTION OF THIS PROPERTY MAY BE CONSIDERED AS WETLANDS AS PER EFFINGHAM COUNTY GIS. OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION. FIELD VERIFICATION IS RECOMMENDED.

**FLOOD STATEMENT**  
 A PORTION OF THE PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE AS PER MAPS PREPARED FOR THE NATIONAL FLOOD INSURANCE PROGRAM, FIRM # 13103C0270E & FIRM # 13103C0269E, EFFECTIVE DATES: MARCH 16, 2015.

RETRACEMENT SURVEY FOR:  
**SHANNON NEASE & SUE NEASE EXLEY**  
 LOCATION: 9TH. G.M.D. EFFINGHAM CO., GA.  
 SURVEYED: DECEMBER 6, 2022  
 PLAT DATE: DECEMBER 6, 2022  
 BY: JAMES MATTHEW ANDERSON-GA. R.L.S. 3280  
 SCALE: 1" = 300'  
  
 GRAPHIC SCALE - FEET

JAMES M. ANDERSON & ASSOCIATES, INC.  
 REGISTERED LAND SURVEYORS  
 P.O. BOX 894 104 OAK STREET  
 STATESBORO, GA. 30459  
 PHONE: (912) 784-2002

**Staff Report**

**Subject:** Final Plat Approval (Fifth District)  
**Author:** Samantha Easton, Planner II  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** Toss Allen requests approval of the final plat and infrastructure agreement for Oglethorpe Phase 2. Map #446 Parcel# 12

**Summary Recommendation**

Staff has reviewed the plat, and inspected the roads and drainage infrastructure identified in the warranty deed, and recommends approval.

**Executive Summary/Background**

- Construction Development Investors, LLC contractors have built roads and drainage infrastructure for Phase 2 of Oglethorpe Landing in order to sell the 45 lots in this R-6 subdivision.
- City of Springfield will provide water & Sewer service.
- EOM inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county and has requested a 2<sup>nd</sup> Inspection to verify the installation of the Buffer and stabilization of the Pond.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. All documents are in order, and consistent with zoning, plans, and plats previously approved.
- EOM has reviewed the Warranty Bond Recommendation, which is correct.
- Development Services has not received the Bond as of 1/26/24.
- The County Attorney has reviewed and approved the warranty deed and infrastructure agreement and approves.
- Staff has been in contact to receive the Bond before commencement of pulling building permits.

**Alternatives**

1. **Approve** the final plat and infrastructure agreement for Oglethorpe Phase 2, and accept the roads and drainage infrastructure identified in the warranty deed.

2. **Take no action**

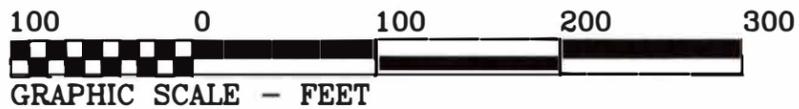
**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**FUNDING:** N/A

- Attachments:**
- 1. Final Plat for Oglethorpe Phase 2
  - 2. Final Plat Submittal Form & Checklist
  - 3. Warrant Deed
  - 4. Bond



**OGLETHORPE LANDING  
SUBDIVISION, PHASE 2**

**SHEET 1, LOTS 32 THRU 47  
AND LOTS 73 THRU 76**

**LOCATED IN THE 9TH G. M. D.,  
EFFINGHAM COUNTY, GEORGIA**

DATE: NOVEMBER 29, 2023  
By: Warren E Poythress  
Registered Land Surveyor No. 1953  
Address: 991 Hunters Road  
Sylvania, Georgia 30467  
Cell Phone - 912-531-1453  
Telephone: 912-857-3288  
Equipment - Sokia GRS2 - GPS  
FINAL PLAT CLOSURE = 34984

RBS - 5/8" REBAR(SET)  
RBF - 5/8" REBAR(FOUND)

**SURVEYOR'S CERTIFICATION**

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

*Warren E. Poythress*  
WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953  
N 853286.91  
E 942507.23  
11-29-23

**FINAL PLAT APPROVAL:**

THE SUBDIVISION KNOWN AS OGLETHORPE LANDING SUBDIVISION -PHASE 2 HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATION AND WAS APPROVED BY THE EFFINGHAM BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA.

CHAIRMAN OF COMMISSIONERS

CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

TOTAL AREA OF LAND = 15.11 ACRES  
TOTAL AREA OF RIGHT-A-WAY = 2.41 ACRES  
SHEET 1 LOT 32 THRU LOT 48 AND  
LOT 73 THRU LOT 76 - 3.94 ACRES  
SHEET 2 LOT 48 THRU LOT 72 - 5.15 ACRES  
SEWER PROVIDED BY THE CITY OF SPRINGFIELD  
WATER PROVIDED BY THE CITY OF SPRINGFIELD

**CURVE TABLE PAGE 1 OF 2**

Curve	Radius	Length	Chord	Chord Bear.
C17	15.00'	23.56'	21.21'	N 26°59'32" E
C18	15.00'	23.56'	21.21'	N 63°00'28" W
C19	18.00'	18.44'	17.65'	N 03°33'38" E
C20	50.00'	16.92'	16.84'	N 15°26'04" E
C21	50.00'	60.00'	56.46'	N 28°38'13" W
C22	50.00'	60.00'	56.46'	S 82°36'29" W
C23	50.00'	46.78'	45.10'	S 21°25'31" W
C24	50.00'	48.66'	46.77'	S 33°15'43" E
C25	18.00'	16.82'	16.22'	S 41°24'01" E

Course	Bearing	Distance
L1	S 19°05'34" E	62.47'
L2	S 19°13'33" E	60.04'
L3	S 19°09'05" E	60.09'
L4	S 19°04'39" E	59.84'
L5	S 19°11'22" E	60.05'
L6	S 19°08'58" E	60.06'
L7	S 19°13'07" E	67.48'
L8	S 19°09'31" E	67.51'
L9	S 19°00'56" E	59.86'
L10	S 19°08'10" E	60.00'
L11	S 19°11'01" E	60.00'
L12	S 19°05'09" E	60.02'

**ENGINEER STATEMENT**

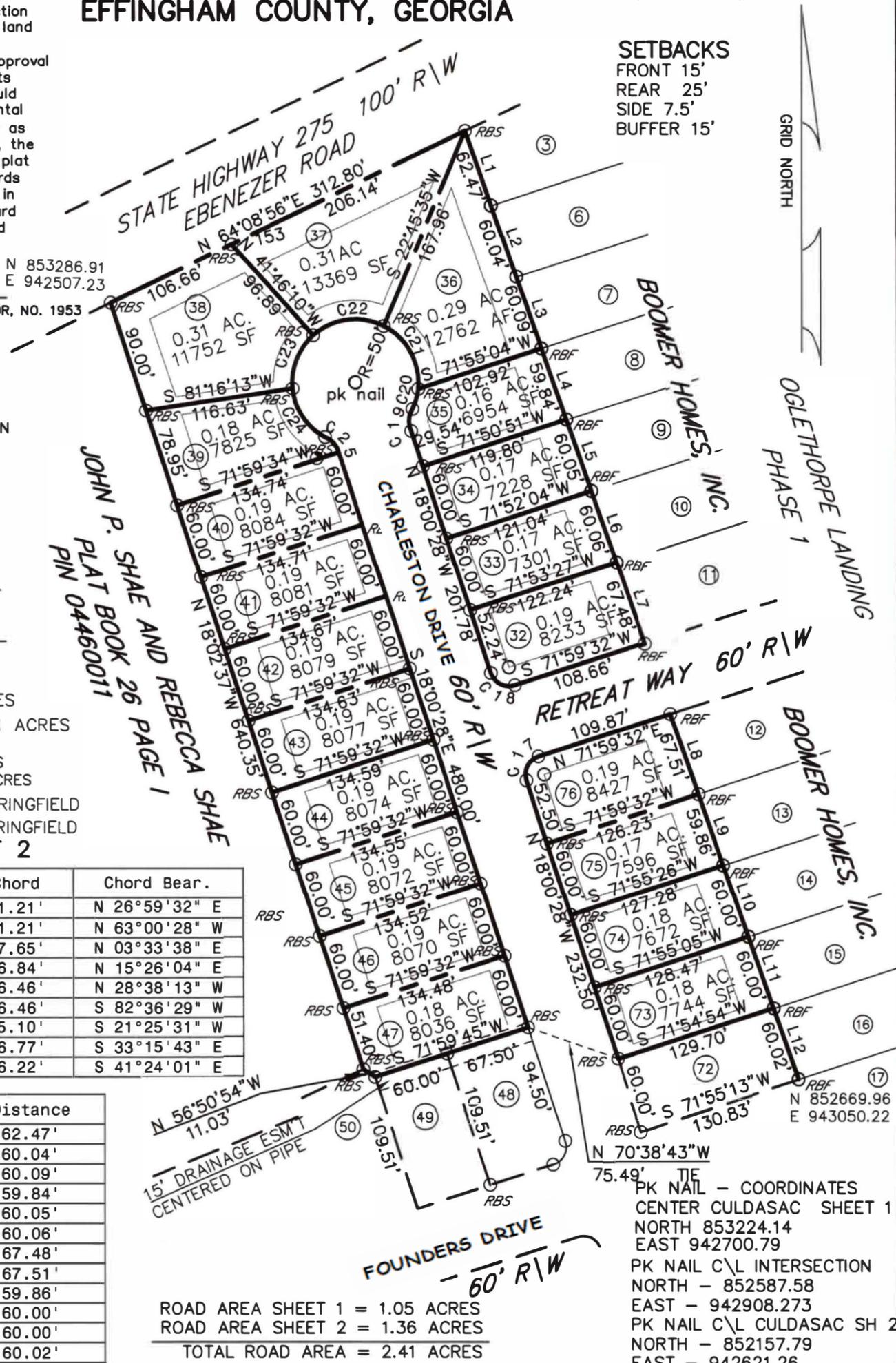
"I hereby certify that the sheets, drainage system, sewer system, and water system in the Subdivision known as Oglethorpe Landing phase 2 shown on the Plat dated November 29, 2023 prepared by Poythress Land Surveying, Inc. has been installed in accordance with the preliminary plan (Construction Drawing) approved, Date February 2, 2023

*Toss Allen*  
ENGINEER - TOSS ALLEN

**Certificate of ownership and dedication**

It hereby certify that I am the owner of the property shown and described hereon and that I hereby dedicate all streets, alleys, walks, parks, and other sites shown hereon. are dedicated to public or private use as noted.

**SETBACKS**  
FRONT 15'  
REAR 25'  
SIDE 7.5'  
BUFFER 15'

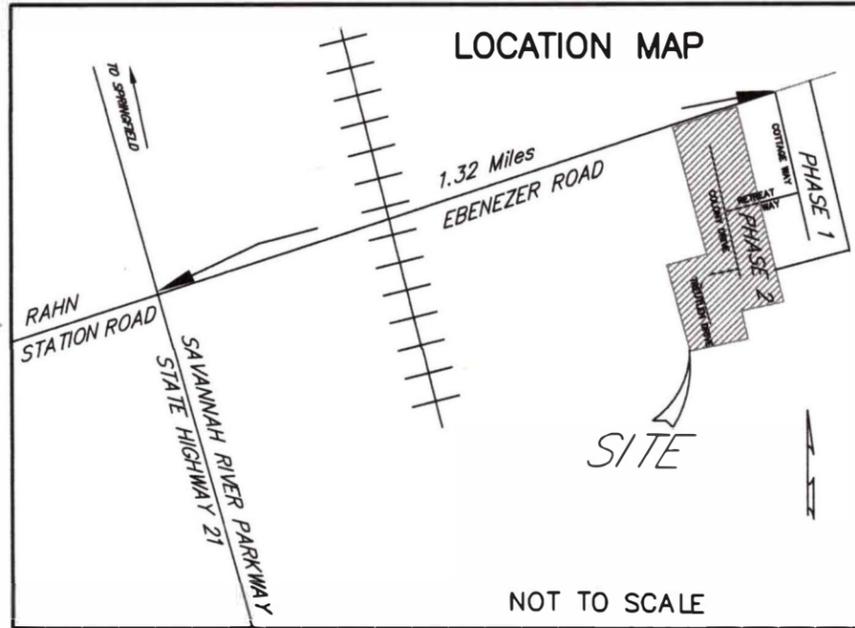


PK NAIL - COORDINATES  
CENTER CULDASAC SHEET 1  
NORTH 853224.14  
EAST 942700.79  
PK NAIL C\L INTERSECTION  
NORTH - 852587.58  
EAST - 942908.273  
PK NAIL C\L CULDASAC SH 2  
NORTH - 852157.79  
EAST - 942621.26





Z:\0-P\OGLETHORPE LANDING-B JAKE PATRICK.DWG  
 CF: OGLETPAT



**SURVEYOR'S CERTIFICATION**

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

**SETBACKS**

FRONT 15'  
 REAR 25'  
 SIDE 7.5'  
 BUFFER 15'

Course	Bearing	Distance
L1	S 19°11'01" E	60.00'
L2	S 19°05'09" E	60.02'
L3	S 19°22'15" E	60.18'
L4	S 19°09'31" E	60.01'

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953

DATE

*Warren E. Poythress*  
 JOHN P. SHEA AND REBECCA C. SHEA  
 PLAT BOOK 26 PAGE 1  
 PIN 04460011

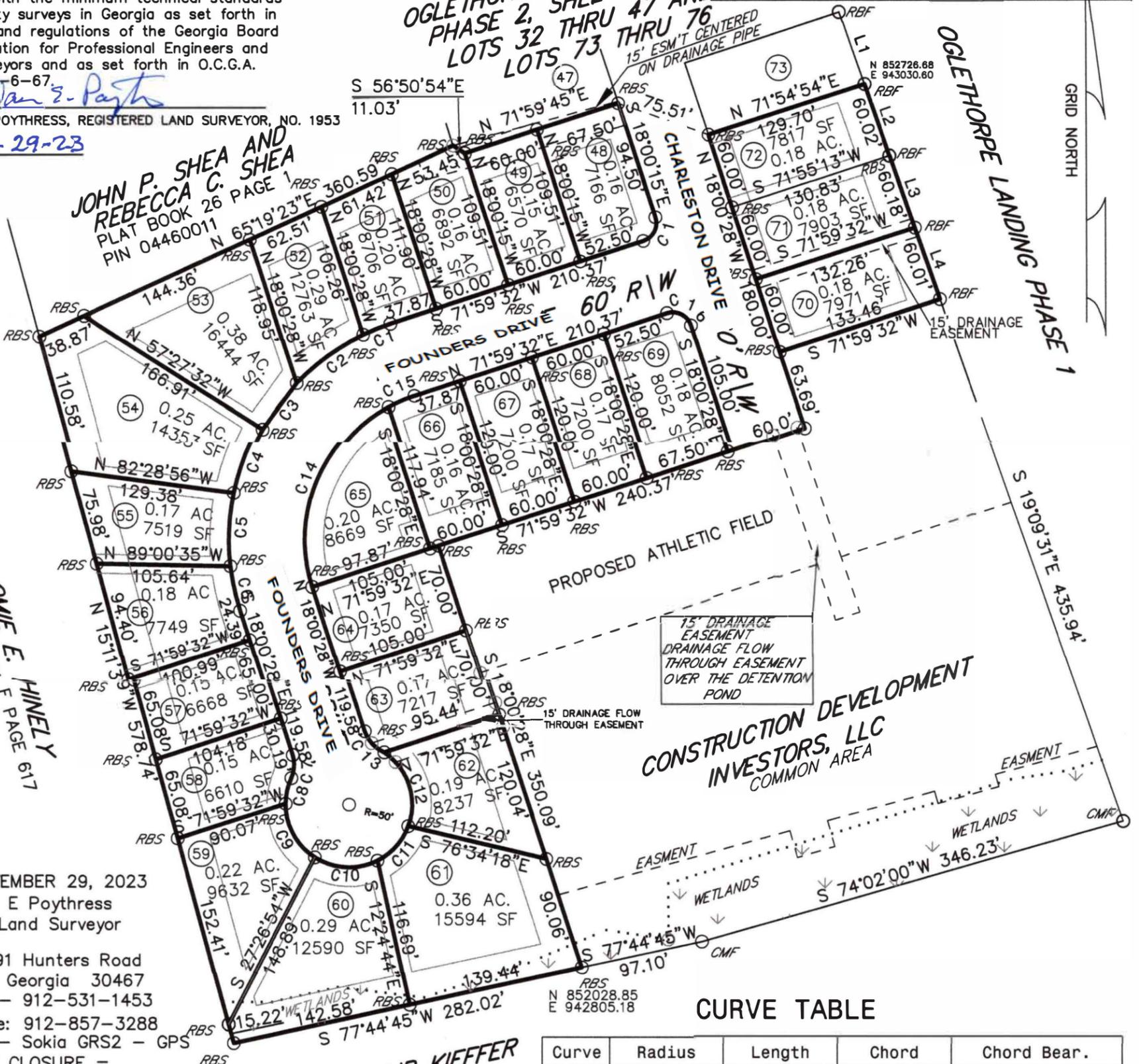
OMIE E. HINELY  
 PLAT BOOK 009  
 PIN 04460009

DATE: NOVEMBER 29, 2023  
 By: Warren E Poythress  
 Registered Land Surveyor  
 No. 1953  
 Address: 991 Hunters Road  
 Sylvania, Georgia 30467  
 Cell Phone - 912-531-1453  
 Telephone: 912-857-3288  
 Equipment - Sokia GRS2 - GPS  
 FINAL PLAT CLOSURE =

NEWTON PHILLIP KIEFFER  
 AND BRANDY  
 PLAT BOOK 28 PAGE 286  
 PIN 04460006

**OGLETHORPE LANDING  
 SUBDIVISION - PHASE 2  
 SHEET 2 - LOTS 48 THRU 72**

**LOCATED IN THE 9TH G. M. D.,  
 EFFINGHAM COUNTY, GEORGIA**



**CURVE TABLE**

Curve	Radius	Length	Chord	Chord Bear.
C1	180.00'	23.19'	23.18'	S 68°18'04" W
C2	180.00'	65.57'	65.21'	S 54°10'26" W
C3	180.00'	46.01'	45.89'	S 36°24'53" W
C4	180.00'	53.69'	53.49'	S 20°32'51" W
C5	180.00'	58.54'	58.29'	S 02°41'09" W
C6	180.00'	35.74'	35.68'	S 12°19'11" E
C7	27.96'	18.60'	18.26'	S 03°24'32" W
C8	50.00'	20.90'	20.75'	S 12°51'00" W
C9	50.00'	50.70'	48.55'	S 28°10'19" E
C10	50.00'	51.99'	49.68'	S 87°00'23" E
C11	50.00'	37.50'	36.63'	N 41°43'11" E
C12	50.00'	66.27'	61.52'	N 17°44'02" W
C13	27.96'	23.21'	22.55'	N 43°06'28" W
C14	120.00'	166.24'	153.26'	N 21°40'45" E
C15	120.00'	22.26'	22.23'	N 66°40'47" E
C16	15.00'	23.56'	21.21'	S 63°00'28" E

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company**, having its principal place of business at 37 W. Fairmont Avenue, Suite 202, Savannah, GA 31406, as Party or Parties of the First Part, hereinafter referred to as Grantor, and the **THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia**, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

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

All those certain roads situate, lying and being in Effingham County, Georgia, consisting of the entire rights-of-way located within OGLETHORPE LANDING SUBDIVISION PHASE 2 as shown upon a plat entitled "OGLETHORPE LANDING SUBDIVISION-PHASE 2" recorded in Plat Book \_\_\_\_, Page \_\_\_\_\_ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the "OGLETHORPE LANDING, PHASE 2"). It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned streets or rights of way for public access. Subject to that certain Utility Easement Agreement dated \_\_\_\_\_ 2024, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book \_\_\_\_, Page \_\_\_\_ in the Office of Superior Court of Effingham County, Georgia.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within OGLETHORPE LANDING SUBDIVISION, PHASE 2 as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within OGLETHORPE LANDING SUBDIVISION, PHASE 2, as shown on the aforescribed plats which is incorporated herein for descriptive and all other purposes.

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

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within OGLETHORPE LANDING SUBDIVISION, PHASE 2 as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

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

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

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

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

CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company

\_\_\_\_\_(SEAL)  
BY: \_\_\_\_\_

Signed, sealed and delivered in presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY,  
GEORGIA

BY: \_\_\_\_\_  
Wesley Corbitt, Chairman

ATTEST: \_\_\_\_\_  
Stephanie Johnson, Effingham County Clerk

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

**INFRASTRUCTURE AGREEMENT**

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31329 (hereinafter, the “County”), THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “City”), and CONSTRUCTION DEVELOPMENT INVESTORS, LLC, a Georgia limited liability company, having its principal place of business at \_\_\_\_\_ (hereinafter, “CONSTRUCTION DEVELOPMENT INVESTORS”).

WITNESSETH:

WHEREAS, CONSTRUCTION DEVELOPMENT INVESTORS is the fee owner of certain land OGLETHORPE LANDING SUBDIVISION as shown upon a plat entitled “OGLETHORPE LANDING SUBDIVISION-PHASE 2” recorded in Plat Book \_\_\_\_, Page \_\_\_\_\_ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “OGLETHORPE LANDING-PHASE 2”); and

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

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

WHEREAS, OGLETHORPE LANDING-PHASE 2 is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, the OGLETHORPE LANDING-PHASE 2 is located within unincorporated Effingham County; and

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

WHEREAS, portions of the utility infrastructure currently owned by CONSTRUCTION DEVELOPMENT INVESTORS, which include, without limitation: lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to OGLETHORPE LANDING-PHASE 2 (collectively, the “Facilities”) are or will be located within the County-owned right-of-way should the County accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

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

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

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

WHEREAS, the City’s perpetual ownership of the Facilities is paramount to the City’s provision of utility services to OGLETHORPE LANDING-PHASE 2; and

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

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

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

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Wesley Corbitt  
Its: Chairman

ATTEST: \_\_\_\_\_  
Stephanie Johnson  
Effingham County Clerk

THE CITY OF SPRINGFIELD

By: \_\_\_\_\_  
Barton A. Alderman  
Mayor, City of Springfield

CONSTRUCTION DEVELOPMENT  
INVESTORS, LLC

By: \_\_\_\_\_  
, Manager

Signed, sealed and delivered this  
\_\_\_ day of \_\_\_\_\_, 2023, in  
the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

This Agreement is approved as to form:

By: \_\_\_\_\_  
Lee Newberry  
Effingham County Attorney

By: \_\_\_\_\_  
Benjamin M. Perkins  
City Attorney, City of Springfield

**EXHIBIT 1**

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

**EXHIBIT 2**

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



December 22, 2023

Ms. Chelsie Fernald  
Effingham County Development Services  
601 N. Laurel Street  
Springfield, Georgia 31329

RE: **OGLETHORPE LANDING SUBDIVISION PHASE 2**  
**PROJECT NO: 22-005**

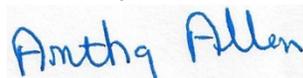
Dear Ms. Fernald:

Listed below is our bond recommendation for the above referenced project. This project consists of forty-five (45) single family residential lots with roads and storm drainage infrastructure. The project is being served by City of Springfield Water and Sewer infrastructure. The roads and storm drainage are intended to be deeded to Effingham County. The bond request is for 10% of the total construction cost associated with the items to be deeded to the county upon completion.

Phase 2 Total Cost	\$ 559,761.00
<b>Total Bond Amount</b>	<b>\$ 55,976.10</b>

Please let me know if you need any additional information.

Sincerely,

  
Anthony T. Allen, P.E.



**BOND ESTIMATE FOR  
OGLETHORPE LANDING SUBDIVISION  
ROAD AND STORM INFRASTRUCTURE**

ITEM NO.	DESCRIPTION	UNITS	QTY	Unit Price	Bid Price
<b>*** BASE AND PAVING ***</b>					
1	Haul, place and compact 8" of GABC for asphalt paving (5,760 SY)	TN	2,592	\$ 55.00	\$ 142,560.00
2	1.5" of 9.5 mm paving for LD paving	SY	5,760	\$ 9.80	\$ 56,448.00
3	2" of 19 mm paving for LD paving	SY	5,760	\$ 12.00	\$ 69,120.00
4	Grade for concrete and valley gutters at intersection	LS	JOB	\$ 2,500.00	\$ 2,500.00
5	Fine Grade Subbase and Stone	SY	5,760	\$ 6.00	\$ 34,560.00
6	Fine Grading for Curb and Gutter	LF	3716	\$ 2.00	\$ 7,432.00
<b>SUBTOTAL</b>					<b>\$ 312,620.00</b>

<b>*** STORM DRAINAGE ***</b>					
1	18" RCP (0-6)	LF	443	\$ 43.00	\$ 19,049.00
2	24" RCP (0-6)	LF	192	\$ 57.00	\$ 10,944.00
3	24" RCP (6-8)	LF	261	\$ 57.00	\$ 14,877.00
4	30" RCP (6-8)	LF	60	\$ 75.00	\$ 4,500.00
5	36" RCP (6-8)	LF	185	\$ 92.00	\$ 17,020.00
6	42" RCP (8-10)	LF	200	\$ 127.00	\$ 25,400.00
7	30" Flared End Section	EA	2	\$ 1,500.00	\$ 3,000.00
8	36" Flared End Section	EA	1	\$ 1,920.00	\$ 1,920.00
9	42" Flared End Section	EA	1	\$ 2,440.00	\$ 2,440.00
10	Storm Manhole (6-8)	EA	1	\$ 3,100.00	\$ 3,100.00
11	Curb Inlet Type B Right (0-6)	EA	4	\$ 4,200.00	\$ 16,800.00
12	Curb Inlet Type B Left (0-6)	EA	4	\$ 4,200.00	\$ 16,800.00
13	Curb Inlet Type B Left (6-8)	EA	1	\$ 4,500.00	\$ 4,500.00
14	Curb Inlet Type C (0-6)	EA	3	\$ 4,200.00	\$ 12,600.00
15	Curb Inlet Type C (6-8)	EA	1	\$ 4,500.00	\$ 4,500.00
16	Grate Inlet (0-6)	EA	1	\$ 4,200.00	\$ 4,200.00
17	Outfall Control Structure	EA	1	\$ 4,200.00	\$ 4,200.00
18	Stone for bedding	TN	100	\$ 82.00	\$ 8,200.00
19	Testing and cleaning	LS	1	\$ 1,500.00	\$ 1,500.00
<b>SUBTOTAL</b>					<b>\$ 175,550.00</b>

<b>*** CONCRETE WORK ***</b>					
1	18" Rollover Curb and Gutter	LF	3716	\$ 15.00	\$ 55,740.00
2	Header Curb	LF	24	\$ 40.00	\$ 960.00
3	Concrete Swales and Fillets	SY	160	\$ 65.00	\$ 10,400.00
4	18" Wide by 8" Thick Valley Gutter	LF	144	\$ 14.00	\$ 2,016.00
5	4" Thick Concrete for Mailboxes	SY	15	\$ 65.00	\$ 975.00
6	Striping and Signage	LS	1	\$ 1,500.00	\$ 1,500.00
<b>SUBTOTAL</b>					<b>\$ 71,591.00</b>

**Road and Storm Total      \$ 559,761.00**

Maintenance Bond (10% of the Cost to Install Road and Storm Infrastructure)

**BOND      \$ 55,976.10**

**Staff Report**

**Subject:** Final Plat Approval (Second District)  
**Author:** Samantha Easton, Planner II  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** Stuart Barney, requests approval of the final plat and infrastructure agreement for Creekside Phase 2A. Map #436 Parcel# 46 & 46A

**Summary Recommendation**

Staff has reviewed the plat, and inspected the roads and drainage infrastructure identified in the warranty deed, and recommends approval.

**Executive Summary/Background**

- Dream Finders Homes contractors have built roads and drainage infrastructure for Phase 2A of Creekside in order to sell the 155 lots in this PD subdivision.
- Effingham County will provide water & Sewer service.
- EOM inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county and has requested a 2<sup>nd</sup> Inspection to verify the installation of the Signage and Striping.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. GIS Staff has requested some changes be made to the Final Plat.
- Our County Engineer has reviewed the Warranty Bond Recommendation, which is correct.
- Staff has received a digital copy of the Letter of Credit for the Performance Bond for the construction of the Fence between this phase of Creekside and the existing Park West Phase 2.
- Development Services has not received the Bond as of 1/26/24.
- The County Attorney has reviewed and approved the warranty deed and infrastructure agreement with changes.
- Staff has been in communication with the applicant to receive the corrected Plat.

**Alternatives**

1. **Approve** the final plat and infrastructure agreement for Creekside Phase 2A, and accept the roads and drainage infrastructure identified in the warranty deed with the following conditions:
  - a. The applicant submits a corrected Final Plat.

**2. Take no action**

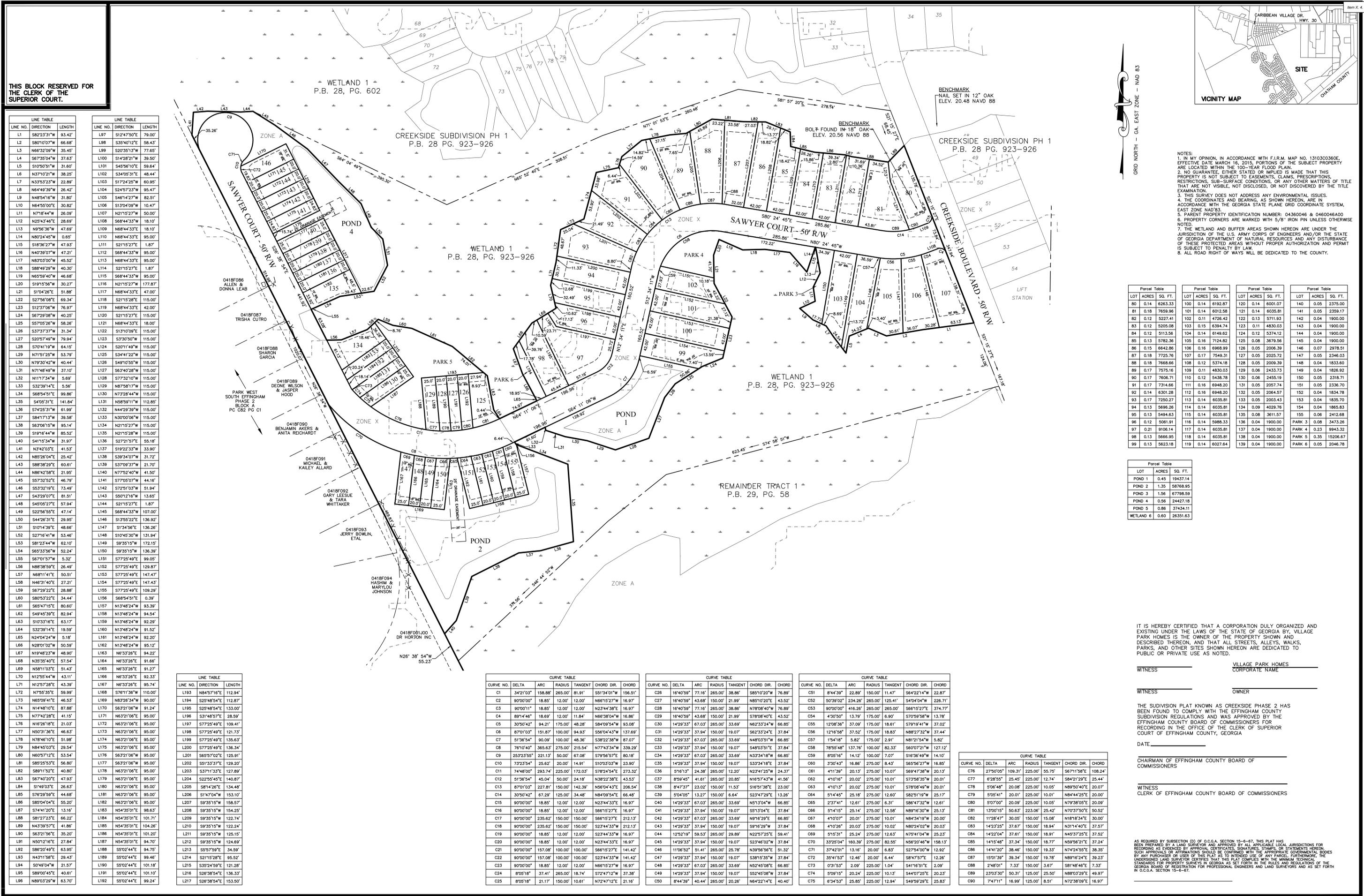
**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**FUNDING:** N/A

- Attachments:**
1. Final Plat for Creekside Phase 2A
  2. Warrant Deed
  3. Bond



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

LINE NO.	DIRECTION	LENGTH
L1	S82°23'31"W	93.42
L2	S80°10'07"W	66.68
L3	N66°32'09"W	35.45
L4	S67°35'04"W	37.63
L5	S10°50'51"W	31.60
L6	N37°10'21"W	38.25
L7	N33°53'23"W	22.89
L8	N64°49'39"W	26.42
L9	N48°54'16"W	31.80
L10	N64°55'00"W	30.82
L11	N71°8'44"W	26.09
L12	N25°43'46"E	28.69
L13	N0°58'36"W	47.69
L14	N80°24'45"W	0.65
L15	S18°36'27"W	47.83
L16	N40°39'07"W	47.21
L17	N83°03'00"W	45.52
L18	S88°49'29"W	40.30
L19	N65°59'40"W	46.68
L20	S19°15'56"W	30.27
L21	S1°04'26"E	51.88
L22	S27°56'08"E	69.34
L23	S12°37'06"W	76.97
L24	S67°29'08"W	40.25
L25	S57°05'26"W	58.26
L26	S37°37'37"W	31.34
L27	S20°57'49"W	79.94
L28	S70°41'19"W	64.15
L29	N71°51'25"W	53.79
L30	N79°30'42"W	40.44
L31	N71°48'49"W	37.10
L32	N11°77'34"W	5.66
L33	S32°39'14"E	5.66
L34	S68°34'51"E	99.86
L35	S4°05'31"E	141.84
L36	S74°25'31"W	61.99
L37	S84°17'13"W	39.58
L38	S63°06'15"W	95.14
L39	S19°18'44"W	85.52
L40	S41°15'34"W	31.97
L41	N3°42'03"E	41.53
L42	N85°26'04"E	25.42
L43	S88°38'29"E	60.61
L44	N86°42'58"E	21.95
L45	S57°32'52"E	46.79
L46	S53°32'19"E	73.49
L47	S43°29'07"E	81.51
L48	S45°05'27"E	57.94
L49	S22°56'55"E	47.14
L50	S44°26'31"E	29.95
L51	S10°14'39"E	48.68
L52	S27°16'41"W	53.45
L53	S81°23'44"W	62.10
L54	S85°33'56"W	52.24
L55	S67°01'57"W	5.32
L56	N88°38'59"E	26.49
L57	N68°11'41"E	50.51
L58	N46°31'40"E	27.21
L59	S67°29'22"E	28.88
L60	S80°53'22"E	34.44
L61	S65°47'15"E	80.60
L62	S49°45'39"E	82.94
L63	S10°33'16"E	63.17
L64	S32°39'14"E	19.59
L65	N24°04'24"W	5.18
L66	N28°01'02"W	50.59
L67	N19°48'23"W	48.90
L68	N35°35'40"E	57.54
L69	N58°11'03"E	51.43
L70	N12°55'44"W	43.11
L71	N12°57'28"E	43.39
L72	N75°59'35"E	59.99
L73	N69°09'41"E	46.53
L74	N14°48'10"E	87.88
L75	N77°42'28"E	41.15
L76	N16°26'18"E	21.03
L77	N50°31'36"E	46.63
L78	N78°46'10"E	51.98
L79	N84°45'03"E	29.54
L80	N60°57'12"E	53.54
L81	S85°25'53"E	56.80
L82	S89°11'52"E	40.80
L83	S67°40'20"E	47.93
L84	S14°09'03"E	26.63
L85	S76°29'59"E	44.68
L86	S85°04'04"E	55.20
L87	S74°41'20"E	13.16
L88	S81°27'23"E	66.22
L89	N43°39'57"E	41.86
L90	S63°21'56"E	35.20
L91	N50°12'16"E	27.84
L92	S86°20'49"E	63.95
L93	N43°11'58"E	29.43
L94	S0°49'04"W	21.57
L95	S89°00'45"E	40.61
L96	N89°03'29"W	63.70

LINE NO.	DIRECTION	LENGTH
L97	S12°47'50"E	79.00
L98	S35°40'12"E	58.43
L99	S20°35'13"W	77.65
L100	S14°28'21"W	39.50
L101	S45°56'10"E	59.64
L102	S34°05'31"E	48.44
L103	S17°24'25"W	60.95
L104	S24°57'23"W	95.47
L105	S46°47'27"W	82.91
L106	S13°04'09"W	10.47
L107	N21°15'27"W	50.00
L108	S68°44'33"E	18.10
L109	N68°44'33"E	18.10
L110	N68°44'33"E	95.00
L111	S21°15'27"E	1.87
L112	S68°44'33"E	95.00
L113	N68°44'33"E	95.00
L114	S21°15'27"E	1.87
L115	S68°44'33"E	95.00
L116	N21°15'27"W	177.87
L117	N68°44'33"E	47.00
L118	S21°15'28"E	115.00
L119	N68°44'33"E	42.00
L120	S21°15'27"E	115.00
L121	N68°44'33"E	16.00
L122	S13°10'09"E	115.00
L123	S33°05'50"W	115.00
L124	S20°11'49"W	115.00
L125	S34°41'22"W	115.00
L126	S49°10'55"W	115.00
L127	S63°40'28"W	115.00
L128	S77°32'10"W	115.00
L129	N87°58'17"W	115.00
L130	N73°28'44"W	115.00
L131	N58°59'11"W	112.85
L132	N44°29'39"W	115.00
L133	N30°00'08"W	115.00
L134	N21°15'27"W	115.00
L135	N21°15'28"W	115.00
L136	S27°21'57"E	55.18
L137	S19°22'33"W	33.90
L138	S39°34'07"W	31.72
L139	S37°09'37"W	21.70
L140	N77°52'40"W	41.50
L141	S77°05'07"W	44.16
L142	S72°51'03"W	51.94
L143	S50°12'16"W	13.65
L144	S21°15'27"E	1.87
L145	S68°44'33"E	107.00
L146	S13°58'22"E	136.92
L147	S13°54'56"E	136.28
L148	S10°45'30"W	131.94
L149	S9°35'15"W	172.15
L150	S9°35'15"W	136.39
L151	S77°25'49"E	99.05
L152	S77°25'49"E	129.87
L153	S77°25'49"E	147.47
L154	S77°25'49"E	147.43
L155	S77°25'49"E	109.29
L156	S68°54'51"E	0.39
L157	N13°48'24"W	93.39
L158	N13°48'24"W	94.54
L159	N13°48'24"W	92.29
L160	N13°48'24"W	81.52
L161	N13°48'24"W	92.20
L162	N13°48'24"W	95.12
L163	N6°33'26"E	94.22
L164	N6°33'26"E	91.68
L165	N6°33'26"E	91.27
L166	N6°33'26"E	92.33
L167	N6°33'26"E	95.74
L168	S76°11'36"W	110.00
L169	N83°26'34"W	90.00
L170	S63°21'06"W	91.24
L171	N63°21'06"E	95.00
L172	N63°21'06"E	95.00
L173	N63°21'06"E	95.00
L174	N63°21'06"E	95.00
L175	N63°21'06"E	95.00
L176	S63°21'06"W	95.00
L177	S63°21'06"W	95.00
L178	N63°21'06"E	95.00
L179	N63°21'06"E	95.00
L180	N63°21'06"E	95.00
L181	S63°21'06"W	95.00
L182	N63°21'06"E	95.00
L183	S63°21'06"W	95.00
L184	N54°35'01"E	101.71
L185	N54°35'01"E	104.26
L186	N54°35'01"E	101.20
L187	N54°35'01"E	94.70
L188	S50°24'44"E	94.75
L189	S50°24'44"E	99.46
L190	S50°24'44"E	101.18
L191	S50°24'44"E	101.10
L192	S50°24'44"E	99.24

LINE NO.	DIRECTION	LENGTH
L193	N84°57'16"E	112.94
L194	S25°48'54"E	112.87
L195	S25°48'54"E	133.00
L196	S31°48'57"E	28.59
L197	S77°25'49"E	109.41
L198	S77°25'49"E	121.73
L199	S77°25'49"E	135.63
L200	S77°25'49"E	136.34
L201	S65°57'02"E	125.91
L202	S63°21'06"W	129.20
L203	S37°11'33"E	127.89
L204	S22°59'45"E	140.87
L205	S81°42'26"E	134.48
L206	S14°47'04"W	153.10
L207	S9°35'15"W	158.57
L208	S9°35'15"W	154.25
L209	S9°35'15"W	122.74
L210	S9°35'15"W	122.24
L211	S9°35'15"W	125.15
L212	S9°35'15"W	124.69
L213	S9°35'15"W	34.59
L214	S21°15'28"E	95.52
L215	S35°24'59"E	121.28
L216	S26°38'54"E	136.33
L217	S26°38'54"E	153.50

CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD
C1	34°21'03"	198.88	285.00	81.91	S51°34'01"W	156.51
C2	90°00'00"	18.85	12.00	12.00	N66°15'27"W	16.97
C3	90°00'11"	18.85	12.00	12.00	N23°44'36"E	16.97
C4	89°14'46"	18.69	12.00	11.84	N66°38'04"W	16.86
C5	30°50'42"	94.21	175.00	48.28	S84°09'54"W	93.08
C6	87°01'03"	151.87	100.00	94.93	S56°04'43"W	137.69
C7	51°36'54"	90.09	100.00	48.36	S38°22'38"W	87.07
C8	76°10'40"	385.63	275.00	215.54	N77°43'34"W	339.29
C9	25°32'55"	221.13	50.00	67.08	S79°56'57"E	80.18
C10	73°23'54"	25.62	20.00	14.91	S103°03'03"W	23.90
C11	74°48'00"	293.74	225.00	172.03	S78°24'54"E	273.32
C12	51°36'54"	45.04	50.00	24.18	N38°22'38"E	43.53
C13	87°01'03"	227.81	150.00	142.39	N59°04'43"E	206.54
C14	30°50'42"	67.29	125.00	34.48	N84°09'54"E	66.48
C15	90°00'00"	18.85	12.00	12.00	N23°44'33"E	16.97
C16	90°00'00"	18.85	12.00	12.00	S68°15'27"E	16.97
C17	90°00'00"	235.62	150.00	150.00	S68°15'27"E	212.13
C18	90°00'00"	235.62	150.00	150.00	S23°44'33"W	212.13
C19	90°00'00"	18.85	12.00	12.00	S23°44'33"W	16.97
C20	90°00'00"	18.85	12.00	12.00	N23°44'33"E	16.97
C21	90°00'00"	157.08	100.00	100.00	S68°15'27"E	141.42
C22	90°00'00"	157.08	100.00	100.00	S23°44'33"W	141.42
C23	90°00'00"	18.85	12.00	12.00	N66°15'27"W	16.97
C24	80°5'18"	37.41	285.00	18.74	S72°47'12"W	37.38
C25	80°5'18"	21.17	150.00	10.61	N72°47'12"E	21.16

CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD
C26	16°40'59"	77.16	265.00	38.86	S85°10'20"W	76.89
C27	16°40'59"	43.68	150.00	21.99	N85°10'20"E	43.52
C28	16°40'59"	77.16	265.00	38.86	N78°08'40"W	76.89
C29	16°40'59"	43.68	150.00	21.99	S78°08'40"E	43.52
C30	14°29'33"	67.03	265.00	33.69	N62°33'24"W	66.85
C31	14°29'33"	37.94	150.00	19.07	S62°33'24"E	37.84
C32	14°29'33"	67.03	265.00	33.69	N48°03'51"W	66.85
C33	14°29'33"	37.94	150.00	19.07	S48°03'51"E	37.84
C34	14°29'33"	67.03	265.00	33.69	N33°34'18"W	66.85
C35	14°29'33"	37.94	150.00	19.07	S33°34'18"E	37.84
C36	5°16'13"	24.38	265.00	12.20	N23°41'25"W	24.37
C37	8°59'45"	61.41	265.00	25.78	N16°54'37"W	41.56
C38	8°47'37"	23.02	150.00	11.53	S16°51'38"E	23.00
C39	5°04'05"	13.27	150.00	6.64	S23°47'29"E	13.26
C40	14°29'33"	67.03	265.00	33.69	N51°04'18"W	66.85
C41	14°29'33"	37.94	150.00	19.07	S51°04'18"E	37.84
C42	14°29'33"	67.03	265.00	33.69	N9°16'29"W	66.85
C43	14°29'33"	37.94	150.00	19.07	S9°16'29"W	37.84
C44	12°52'19"	59.53	265.00	29.89	N22°57'25"E	59.41
C45	14°29'33"	37.94	150.00	19.07	S23°46'02"W	37.84
C46	11°06'52"	51.41	265.00	25.78	N39°56'56"W	51.32
C47	14°29'33"	37.94	150.00	19.07	S38°15'35"W	37.84
C48	14°29'33"	67				

9132045680  
PARTICIPANT ID

Return to:  
Effingham Board of Commissioners  
601 North Laurel Street  
Springfield, Georgia 31329

STATE OF GEORGIA            )  
  )  
COUNTY OF EFFINGHAM    )

**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_ day of \_\_\_\_\_, 2024, between **VILLAGE PARK HOMES, LLC**, a South Carolina limited liability company, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor and “Grantee” to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is herby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by this presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property within Creekside Subdivision, Phase 2A, to wit:

All those certain lots, tracts or parcels of land situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, and being shown and designated as the street and right of way known and depicted as “Sawyer Court” on that certain Final Plat of Phase 2A Creekside Subdivision, located in 9<sup>th</sup> G.M. District, Effingham County, Georgia, prepared by P. Nathan Brown, GA PLS No. 3185, Hussey, Gay, Bell & Deyoung Inc., dated \_\_\_\_\_, 2024, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the above – described street and right of way for public access.

TOGETHER WITH the water and sanitary sewer systems, and drainage improvements located within said properties, rights-of-way and public easements, all located within Creekside Subdivision Phase 2A, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding all sewer laterals, detention ponds, common areas, **side walks**, and any portion of the water system from the water meter to the any residence.

TOGETHER WITH a perpetual, non-exclusive appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Creekside Subdivision, Phase 2A, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

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

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

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

VILLAGE PARK HOMES, LLC,  
a South Carolina limited liability company

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

Name: \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY \_\_\_\_\_, 2024.**

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA,

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

Wesley Corbitt  
Chairman At Large

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

Stephanie Johnson  
Effingham County Clerk

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

January 25, 2024

Ms. Chelsie Fernald  
Senior Planner  
Effingham County Board of Commissioners  
804 South Laurel Street  
Springfield, GA 31329

RE: CREEKSIDE PHASE 2

Construction of the referenced project is nearing completion, and we are preparing for the close-out and platting process. The purpose of this letter is to request approval of the proposed warranty bond amount so that the bond documents can be drafted.

Attached is the contractor's Bid Schedule for Creekside Phase 2. The total cost of improvements for Creekside Phase 2 is \$2,833,976.42. Based on the 10% warranty bonding rate required by Effingham County, the 12-month warranty bond amount would be \$283,397.64.

Please let me know if the warranty bond amount is approved. Thank you for your assistance with this project and let me know if you have any questions or if any additional information is needed for approval.

Sincerely,



R. Stuart Barney  
V.P. of Land Development  
Dream Finders Homes

# APPLICATION AND CERTIFICATION FOR PAYMENT

**TO OWNER**

Village Park Homes, LLC  
 4454 Bluffton Park Crescent  
 Suite 101  
 Bluffton, SC 29910  
 Contact: Tim Franks

PROJECT: Creekside Phase II  
 Creekside Blvd  
 Effingham County, Ga 31312

APPLICATION NO: CP-17

Distribution to:

- OWNER
- ENGINEER
- SUBCONTRACTOR
- OTHER

APP. DATE: 10/27/23

PERIOD TO: 10/31/23

CONTRACT FOR: Site Development & Utilities

**FROM CONTRACTOR**

Eagle Excavation Atlantic LLC  
 8102 Old Highway 21 Suite 102  
 Port Wentworth, GA 31407

PROJECT NOS:

CONTRACT DATE: 01/31/22

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM \$ 2,359,847.42
2. Net change by Change Orders \$ 474,128.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,833,975.42
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,597,394.75

5. RETAINAGE:
  - a. 10 % of Completed Work \$ 259,739.48  
(Column D + E on G703)
  - b. % of Stored Material \$ 0  
(Column F on G703)

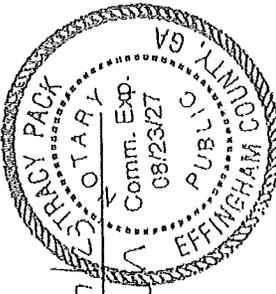
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 259,739.48
6. TOTAL EARNED LESS RETAINAGE \$ 2,337,655.27  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Pay Application) \$ 2,238,352.99
8. CURRENT PAYMENT DUE (Line 6 less Line 7) 99,302.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 496,320.15

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	471,088.00	(\$18,200.00)
Total approved this Month	\$	21,240.00	\$0.00
<b>TOTALS</b>		\$492,328.00	(\$18,200.00)
NET CHANGES by Change Order		\$474,128.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR: EAGLE EXCAVATION ATLANTIC LLC



By: Lauren Lavinder Date: 10/27/23  
 Lauren Lavinder Accounting Manager

State of: Georgia County of: Effingham  
 Subscribed and sworn to before me: October 27, 2023

Notary Public: Debra C. Pack  
 My Commission expires: 08/23/27

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Engineer:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner, under this Contract.

11-6-2023  
 APPROVED: R. STUART PA  
D. Stewart

Item X. 4.

APPLICATION AND CERTIFICATION FOR PAYMENT										
TO: Creekside Phase II										
FROM: EAGLE EXCAVATION ATLANTIC LLC										
CP-17										
APPLICATION NO: 1027723										
APPLICATION DATE: 10/31/23										
PERIOD TO: 10/31/23										
CONTRACTOR'S PROJECT NO: I										
TOTAL COMPLETED AND STORED TO DATE										
A	B	C	D	E	F	G	H	I	J	
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (P+D)	THIS PERIOD (G)	COMPLETED AND STORED TO DATE (I)	% (I+F)	RETAINAGE (IF VARIABLE RATE)
<b>General Conditions</b>										
1	Staking and Control for Our Scope of Work	1	Ls.	\$ 29,741.25	\$ 29,741.25	\$ 26,870.38	\$ 2,870.87	\$ 29,741.25	100.00%	\$ 2,974.13
1	As-built	1	Ls.	\$ 31,647.00	\$ 31,647.00	\$ -	\$ -	\$ -	0.00%	\$ -
1	Temp Water and Meter Fee	1	Ls.	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ -	\$ 1,100.00	100.00%	\$ 110.00
1	Mobilization	1	Ls.	\$ 12,000.00	\$ 12,000.00	\$ 10,800.00	\$ -	\$ 10,800.00	90.00%	\$ 1,080.00
1	Pond Dewatering	1	Ls.	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%	\$ 800.00
	<b>Subtotal</b>			<b>\$ 82,488.25</b>	<b>\$ 82,488.25</b>	<b>\$ 46,770.38</b>	<b>\$ 2,870.87</b>	<b>\$ 49,641.25</b>	<b>60.18%</b>	<b>\$ 4,964.13</b>
2	Erosion Control Construction Exit	20	Ea.	\$ 3,500.00	\$ 70,000.00	\$ 7,000.00	\$ -	\$ 7,000.00	100.00%	\$ 700.00
20	SD2-F	20	Ea.	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%	\$ 400.00
20	SD2-P	20	Ea.	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%	\$ 400.00
17,550	SD1-S	17,550	Lf.	\$ 3.25	\$ 57,037.50	\$ 57,037.50	\$ -	\$ 57,037.50	100.00%	\$ 5,703.75
16.0	NPDIES Temp. Grassing Compliance and Dust Control	16.0	Acres	\$ 900.00	\$ 14,400.00	\$ 14,400.00	\$ -	\$ 14,400.00	100.00%	\$ 1,440.00
2	Concrete Washout(No Maintenance)	2	Ea.	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100.00%	\$ 300.00
1	Sk-Skimmer	1	Ea.	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100.00%	\$ 400.00
140	Rip Rap- Spillway	140	Tn	\$ 90.00	\$ 12,600.00	\$ 12,600.00	\$ -	\$ 12,600.00	100.00%	\$ 1,260.00
175	Rip Rap at Pipe Ends	175	Tn	\$ 90.00	\$ 15,750.00	\$ 4,500.00	\$ 5,850.00	\$ 10,350.00	100.00%	\$ 1,035.00
	<b>Subtotal</b>			<b>\$ 116,387.50</b>	<b>\$ 116,387.50</b>	<b>\$ 103,537.50</b>	<b>\$ 12,850.00</b>	<b>\$ 116,387.50</b>	<b>100.00%</b>	<b>\$ 11,638.75</b>
16	Cleaning & Demolition Cleaning and Burn	16	Ac	\$ 6,930.00	\$ 110,880.00	\$ 110,880.00	\$ -	\$ 110,880.00	100.00%	\$ 11,088.00
	<b>Subtotal</b>			<b>\$ 110,880.00</b>	<b>\$ 110,880.00</b>	<b>\$ 110,880.00</b>	<b>\$ -</b>	<b>\$ 110,880.00</b>	<b>100.00%</b>	<b>\$ 11,088.00</b>
16,000	Grading Topsoil to Non Structural Borrow from Onsite Pits	20,000	Cy	\$ 3.75	\$ 60,000.00	\$ 60,000.00	\$ -	\$ 60,000.00	100.00%	\$ 6,000.00
14,000	Cut To Fill Onsite	14,000	Cy	\$ 4.55	\$ 63,700.00	\$ 90,500.00	\$ -	\$ 90,500.00	99.45%	\$ 9,050.00
6,540	Grade for Curb	6,540	Lf	\$ 1.80	\$ 11,772.00	\$ 52,500.00	\$ -	\$ 52,500.00	100.00%	\$ 5,250.00
8,780	Grade for Stone Base	8,780	Sy	\$ 1.50	\$ 13,170.00	\$ 3,960.00	\$ -	\$ 3,960.00	100.00%	\$ 1,177.20
31,446	Grade Site ROW & Common Area	31,446	Sy	\$ 0.75	\$ 23,584.50	\$ 7,500.00	\$ 5,670.00	\$ 13,170.00	100.00%	\$ 1,317.00
36,500	Grade Pads & Lots	36,500	Sy	\$ 1.00	\$ 36,500.00	\$ 7,500.00	\$ 5,000.00	\$ 10,350.00	83.60%	\$ 8,584.17
	<b>Subtotal</b>			<b>\$ 288,526.17</b>	<b>\$ 288,526.17</b>	<b>\$ 251,362.00</b>	<b>\$ 22,130.00</b>	<b>\$ 273,492.00</b>	<b>94.79%</b>	<b>\$ 27,349.20</b>
2	Sanitary Sewer System Connect 8" Sewer Stub	500	Lf	\$ 4,745.00	\$ 9,490.00	\$ 9,490.00	\$ -	\$ 9,490.00	100.00%	\$ 949.00
740	8" PVC SDR26(0-6 Vt)	740	Lf	\$ 30.00	\$ 22,200.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%	\$ 1,500.00
275	8" PVC SDR26(6-8 Vt)	275	Lf	\$ 31.00	\$ 8,525.00	\$ 22,940.00	\$ -	\$ 22,940.00	100.00%	\$ 2,294.00
620	8" PVC SDR26(8-10 Vt)	620	Lf	\$ 33.00	\$ 20,460.00	\$ 9,075.00	\$ -	\$ 9,075.00	100.00%	\$ 907.50
1,050	8" PVC SDR26(10-12 Vt)	1,050	Lf	\$ 35.00	\$ 36,750.00	\$ 21,700.00	\$ -	\$ 21,700.00	100.00%	\$ 2,170.00
89	8" PVC SDR26(12-14 Vt)	89	Ea	\$ 414.00	\$ 36,846.00	\$ 38,850.00	\$ -	\$ 38,850.00	100.00%	\$ 3,885.00
2,300	Service Connections & Fittings 4" PVC Service Lateral	2,300	Lf	\$ 17.50	\$ 40,250.00	\$ 36,846.00	\$ -	\$ 36,846.00	100.00%	\$ 3,684.60
89	Service Cleanouts	89	Ea	\$ 364.00	\$ 32,396.00	\$ 40,250.00	\$ -	\$ 40,250.00	100.00%	\$ 4,025.00
5	Sanitary Manhole(0-6 Vt)	5	Ea	\$ 2,565.00	\$ 12,825.00	\$ 32,396.00	\$ -	\$ 32,396.00	100.00%	\$ 3,239.60
3	Sanitary Manhole(6-8 Vt)	3	Ea	\$ 2,795.00	\$ 8,385.00	\$ 12,825.00	\$ -	\$ 12,825.00	100.00%	\$ 1,282.50
3	Sanitary Manhole(8-10 Vt)	3	Ea	\$ 2,973.00	\$ 8,919.00	\$ 8,385.00	\$ -	\$ 8,385.00	100.00%	\$ 838.50
4	Sanitary Manhole(10-12 Vt)	4	Ea	\$ 3,381.00	\$ 13,524.00	\$ 8,919.00	\$ -	\$ 8,919.00	100.00%	\$ 891.90
3	Sanitary Manhole(12-14 Vt)	3	Ea	\$ 4,016.00	\$ 12,048.00	\$ 13,524.00	\$ -	\$ 13,524.00	100.00%	\$ 1,352.40
1	Sanitary Manhole(12-14 Vt) Drop	1	Ea	\$ 5,074.00	\$ 5,074.00	\$ 12,048.00	\$ -	\$ 12,048.00	100.00%	\$ 1,204.80
1	Sanitary Manhole(14-16 Vt) Drop	1	Ea	\$ 5,328.00	\$ 5,328.00	\$ 5,074.00	\$ -	\$ 5,074.00	100.00%	\$ 507.40
20	Top & Inverts	20	Ea	\$ 446.00	\$ 8,920.00	\$ 5,328.00	\$ -	\$ 5,328.00	100.00%	\$ 532.80
1,115	Stone Bedding	1,115	Tn	\$ 51.00	\$ 56,865.00	\$ 8,920.00	\$ -	\$ 8,920.00	100.00%	\$ 892.00
5,485	Testing	5,485	Lf	\$ 2.50	\$ 13,712.50	\$ 56,865.00	\$ -	\$ 56,865.00	100.00%	\$ 5,686.50
	<b>Subtotal</b>			<b>\$ 250,000.00</b>	<b>\$ 250,000.00</b>	<b>\$ 193,000.00</b>	<b>\$ 57,000.00</b>	<b>\$ 250,000.00</b>	<b>100.00%</b>	<b>\$ 25,000.00</b>
	<b>Grand Total</b>			<b>\$ 1,100,000.00</b>	<b>\$ 1,100,000.00</b>	<b>\$ 800,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 1,100,000.00</b>	<b>100.00%</b>	<b>\$ 110,000.00</b>

Item X. 4.



APPLICATION AND CERTIFICATION FOR PAYMENT												
TO: Creekside Phase II		APPLICATION NO: CP-17		APPLICATION DATE: 10/27/23		PERIOD TO: 10/31/23						
FROM: EAGLE EXCAVATION ATLANTIC LLC		CONTRACTOR'S PROJECT NO:										
A	B	C	D	E	F	G	H	I	J			
ITEM NO.	DESCRIPTION OF WORK	QUANTITY VALUE	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	COMPLETED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE	% (I+F)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	This Period Net Due
<b>Change Orders</b>												
CO#1	Import Fill Roadway	7,800.00	CY	18.80	\$ 146,640.00	\$ 146,640.00	\$ -	\$ 146,640.00	100.00%	\$ -	\$ 14,664.00	\$ -
CO#1	Credit to Borrow from Onsite Pits Roadway	(4,000.00)	CY	4.55	(18,200.00)	(18,200.00)	\$ -	(18,200.00)	100.00%	\$ -	(1,820.00)	\$ -
CO#1	Cut to fill Onsite	4,000.00	CY	3.75	15,000.00	15,000.00	\$ -	15,000.00	100.00%	\$ -	1,500.00	\$ -
CO#2	Additional Fill Import	5,000.00	CY	18.80	94,000.00	94,000.00	\$ -	94,000.00	100.00%	\$ -	9,400.00	\$ -
CO#3	Import Structural Fill	5,000.00	CY	18.80	94,000.00	94,000.00	\$ -	94,000.00	100.00%	\$ -	9,400.00	\$ -
CO#4	Additional Import Fill	6,460.00	CY	18.80	121,448.00	121,448.00	\$ -	121,448.00	100.00%	\$ -	12,144.80	\$ -
CO#5	Conduit				21,240.00	21,240.00	\$ -	21,240.00	100.00%	\$ -	2,124.00	\$ -
<b>Subtotal</b>					<b>\$ 474,128.00</b>	<b>\$ 474,128.00</b>	<b>\$ -</b>	<b>\$ 474,128.00</b>	<b>100.00%</b>	<b>\$ -</b>	<b>\$ 47,412.80</b>	<b>\$ -</b>
					<b>\$ 2,833,376.42</b>	<b>\$ 2,487,058.88</b>	<b>\$ 110,335.87</b>	<b>\$ 2,597,394.75</b>	<b>91.65%</b>	<b>\$ 236,580.67</b>	<b>\$ 259,739.48</b>	<b>\$ 99,302.28</b>
					<b>Total This Period</b>			<b>\$ 110,335.87</b>				
												<b>Retainage held 10% \$ 11,033.59</b>
												<b>Net Amount due Sub \$ 99,302.28</b>

88CRKSD2 CREEKSIDE PHASE 2 MANDRAKE  
 8EAGLEEXC  
 1025 SITE CONTRACT

CONTRACTOR'S WAIVER AND RELEASE OF LIEN – CONDITIONAL

(To Accompany Each Application For Progress Payment)

CONDITIONAL WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT

The undersigned lienor, upon receipt of payment in the amount of \$ \$99,302.28, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through October 31, 2023, ("Waiver Date") to [insert the Name of the Owner] Village Park Homes LLC ("Owner") to the following property:

Creekside Ph II Guyton, GA 31322 ("Property")

[insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property through the Waiver Date. This waiver and release does not cover any retention or labor, services, or materials furnished after the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

Dated: October 27th, 2023

Lienor: Eagle Excavation Atlantic, LLC

By: Lauren Lavinder  
Lauren Lavinder, Accounting Manager

8102 Old Hwy 21, Suite 102  
Fort Wentworth, GA 31407

## Staff Report

**Subject:** Approval of an Amended PO for the purchase of three Ambulances for EMS

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS

**Meeting Date:** February 6, 2024

**Item Description:** Amended PO for the purchase of three Ambulances

**Summary Recommendation:** Staff recommends approval of the amended PO for the purchase of three (3) ambulances for EMS

### Executive Summary/Background:

- In October of 2021, the Board of Commissioners approved a PO with Custom Truck and Body Works, Inc. for the purchase of three ambulances for EMS. The initial cost for the ambulances were \$178,504.79 each which included a chassis price of \$50,829.00.
- Due to covid and the supply chain issues, Ford Motor Company cancelled the three ambulances that were ordered. The order bank has re-opened for the 2023-year model, but the chassis price has increased by \$10,723.58, bringing the total cost per ambulance to \$189,228.37. This price change was approved in February 2023.
- Now that the chassis' are finally being built and soon to be received, Custom has had to re-evaluate the pricing for the build of the ambulance. All pricing has increased since the original approval in 2021, including all the additional materials/equipment needed to complete the build. Present day pricing for the ambulance would be \$251,012.00. Custom is requesting that the price for the three (3) ambulances be increased to \$215,200.00. This would price match the other two (2) ambulances approved in PO 23-19-001 approved September 2022.
- Given the need for the new ambulances, staff is requesting approval of the updated PO.

### Alternatives for Commission to Consider

1. Ratification of approval of the amended PO 22-19-001-2 in the amount of \$645,600.00 for the purchase of three ambulances for EMS.
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** EMS, Purchasing, Finance, County Manager

**Funding Source:** 2021 SPLOST, budget amendment may be needed

**Attachments:** Amended PO 22-19-001-2

**Alison M. Bruton**

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**From:** Jimmy Gill <jimmy@customtruckandbodyworks.com>  
**Sent:** Friday, January 19, 2024 4:07 PM  
**To:** Alison M. Bruton  
**Cc:** Wanda McDuffie; Charles Roy  
**Subject:** FW: EXTERNAL:CUSTOM TRUCK AND BODY WORKS INC. - ATTACHED UPDATED CHASSIS QUOTATION ON THE FIRST THREE UNITS  
**Attachments:** EFFINGHAM COUNTY-CHASSIS PRICE INCREASE EXPLANATION LETTER-1-19-2023.pdf; Effingham County U029 . U033 x5.pdf; Effingham F4G Quote 9-29 (2).pdf; EFFINGHAM-TYPE I FORD F350 QUOTATION-1-19-2024.pdf; EFFINGHAM-TYPE I F450 4X2 DIESEL-QUOTATION-CUSTOMER SUPPLIED PL-COT-9-12-2022.pdf

Good afternoon,

I hope you both had a good Friday. I have attached the initial price of the chassis and the explanation letter in which we addressed earlier in the year of 2023 along with other attachments that are explained below. Per our conversations we have had to go back to multiple customers for price increases on units that were sold years back. Not only have we had to do this on the chassis as we did previously hope it would be the final price increase, but now we are having to reach back out regarding the products in which it takes to assemble a completed ambulance.

Over the past two years items such as aluminum, sirens, lights, speakers, wiring, any part in which it takes to manufacture an ambulance has increased. For example, Stryker has had four price increases since the initial bid. Items that used to cost us \$20,000.00 are not costing us closer to \$30,000.00. Initially we had hoped that by departments covering the chassis increase we would be able to build the unit and maintain some profit. Upon further assessment we have found that if we were to manufacture the units quoted back in 2021 we would lose money due to increases from our vendors. We understand that this is frustrating not only for your department, but we also share the frustration being that it was not caused by us or Effingham County.

Considering all of this we have found that we can maintain some margin and honor bid #23-19-001 for the price of \$215,200.00 for each unit. As of today, this same unit would be bid at the price of \$251,012.00 each as I have attached in this email. We obviously aren't asking the county or the department to pay this amount on a previously bid unit. We are trying to establish a way in which we can maintain some profitability and honor pricing on previously bid units in hopes we can still provide Effingham County with ambulances. Your county has been a great customer of ours and was the first department I sold to when I first started at Custom Truck and Body Works Inc. I hope that the board can understand these increases as it is frustrating and at the same time a hard thing to have to ask. Unfortunately, in business we must maintain some profits to feed our employees and families.

If you are needing anything additional or need any help at all presenting this to the board, please let me know and I will be happy to assist. Enjoy your weekend. Thank you for understanding.

**Jimmy Gill – Chief Executive Officer**  
**Custom Truck and Body Works, Inc.**  
M:706-977-7095  
P: 706.553.9178  
F: 706.553.9179



Subject: Important Announcement: Price Adjustment on Booked Orders

Dear valued customers and partners,

I hope this letter finds you well. As we navigate through the challenges posed by the previous COVID-19 pandemic, I want to take a moment to express my gratitude for your continued support of Custom Truck and Body Works Inc. Your trust and partnership mean the world to us.

It is with a sense of responsibility and transparency that I am reaching out to you today. Over the past several months, our industry, like many others, has encountered unforeseen challenges that have impacted our operations. Unfortunately, one of the key challenges we are currently facing is significant delays from our chassis manufacturers and significant price increases from our vendors.

As you are likely aware, the pandemic has disrupted supply chains across the globe, leading to shortages and delays in the production and delivery of crucial components. In our case, these delays have affected the timely receipt of chassis for our custom vehicles.

In our commitment to delivering the highest quality products to our customers, we have explored various avenues to mitigate the impact of these delays. Regrettably, despite our best efforts, the chassis delays persist, necessitating difficult decisions.

After careful consideration and thorough evaluation of our cost structure, it is with a heavy heart that I must inform you of an unavoidable price adjustment on booked orders. This adjustment is reflective of the increased costs we are incurring due to the extended lead times and delays in chassis deliveries.

I understand that any price increase can be challenging, especially in these uncertain times. Please know that this decision was not made lightly, and we have worked diligently to minimize the impact on our valued customers. Our team remains committed to providing you with the exceptional products and service you have come to expect from Custom Truck and Body Works Inc.



**Custom Truck & Body Works, Inc.**

We are dedicated to maintaining open lines of communication with you throughout this process. If you have any concerns or questions regarding the price adjustment or the status of your order, please do not hesitate to reach out to our sales department at [charles@customtruckandbodyworks.com](mailto:charles@customtruckandbodyworks.com) or our office at 706-553-9178.

I sincerely appreciate your understanding and continued partnership as we navigate through these unprecedented times together. Our team is working tirelessly to address the challenges at hand and deliver on our commitment to excellence.

Thank you for your trust, and I look forward to our continued collaboration.

Warm regards,

Jimmy Gill CEO, Custom Truck and Body Works Inc.

# AMENDED PURCHASE ORDER

Item X. 5.

## Effingham County Board of Commissioners

804 S LAUREL STREET  
 SPRINGFIELD, GA 31329  
 Phone: 912-754-2159  
 Fax: 912-754-8413

**DATE:** 1/25/2024  
**AMENDED P.O. #** 22-19-001-2

### VENDOR

Custom Truck and Body Works, Inc.  
 PO Box 718  
 13787 White House Road  
 Woodbury, GA 30293  
 ATTN : Jimmy Gill  
 706-977-7095 (cell) / 706-553-9178 (office)

### SHIP TO

Effingham County Board of Commissioners  
 804 S.Laurel Street  
 Springfield, GA 31329  
 ATTN : Alison Bruton  
 912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Updated pricing for three (3) ambulances per the attached proposal	3	\$215,200.00	\$ 645,600.00

SUBTOTAL	\$ 645,600.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 645,600.00</b>

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Custom Truck and Body Works, Inc. agrees to furnish three (3) new ambulances and stretchers as described in the County's RFP 22-19-001 and related addendums. The County references the terms, conditions and specifications contained in the County's RFP No. 22-19-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

\_\_\_\_\_  
 CUSTOM TRUCK & BODY WORKS - SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 CUSTOM TRUCK & BODY WORKS - PRINT NAME

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AUTHORIZED BY - SIGNATURE

CHAIRMAN  
 \_\_\_\_\_  
 AUTHORIZED BY - TITLE

WESLEY CORBITT  
 \_\_\_\_\_  
 AUTHORIZED BY - PRINT NAME

\_\_\_\_\_  
 AUTHORIZED DATE



**Quote #:** Q-00334-1  
**Date:** 9/1/2022 4:16 PM  
**Expires On:** 12/8/2022

**Custom Truck and Body Works, Inc.**

*Manufacturers of Custom Emergency Apparatuses*  
 13787 White House Rd  
 Woodbury, GA 30293  
 United States  
 Main Line: 706-655-4300

**SHIPPING**

WANDA MCDUFFIE  
 Effingham County  
 ,  
 (912) 754-2148  
 wmcduffie@effinghamcounty.org

**BILL TO**

Effingham County EMS  
 ,

Name	Direct Line	E-Mail Address
Jimmy Gill	(706) 977-7095	jimmy@customtruckandbodyworks.com
Payment Terms	Delivery Method	Delivery Terms
Due on Receipt	Pickup at CTBW	120 to 150 Business Days After Receipt of Chassis

*Dear WANDA MCDUFFIE,*

*Custom Truck and Body Works would like to thank you for the opportunity to work with your department on this project. We have prepared this quote based on the information that has been provided to us. We are certain that we can meet or exceed any needs and expectations you may have. Please review the attached documents and if there should be any questions, clarifications or any additional information please do not hesitate to contact me. We look forward to hearing from you soon.*

*Sincerely,  
 Jimmy Gill*

**Type I 12' Ambulance - Ford F450 4x2 Diesel**

**\$215,200 Each**

MODULAR BODY

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1		Modular Body - Type I 12'	The ambulance body 149"L x 96"W x72"H shall be constructed of custom designed aluminum extrusions and aluminum plate. The ambulance body shall be designed and engineered specifically as an emergency vehicle and shall be built to meet the heavy-duty requirements of emergency service.	

CHASSIS

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Chassis - Ford F450 - 4x2 - Diesel - 84CA	<p>The cab-chassis shall be suitable for subsequent mounting of a modular (containerized) transferable equipped ambulance body conforming to the requirements specified herein.</p> <ul style="list-style-type: none"> <li>*Ford F-450 XLT, 2 Wheel Drive Chassis-Cab.</li> <li>*165" Wheelbase – 84" Cab-Axle – 14,000 lbs. GVWR</li> <li>*6.7L Power Stroke® V-8 Diesel Engine – 300 HP / 660 lb./ft. Torque</li> <li>*10-Speed TorqShift® Automatic SelectShift® Overdrive Transmission</li> <li>* Wide Track Rear Axle – 4.10 Rear Axle Ratio</li> <li>*Brakes – 4-wheel Disc Anti-lock, Hydra-Boost Power Assist</li> <li>*Stabilizer Bar – Front and Rear</li> <li>*LT245/75Rx17E All-Season Radial Tires – Highway Tread</li> <li>*Spare Tire and Wheel – Full Size</li> <li>*Seats, Front Captain's Chairs</li> <li>*Ambulance/ Prep Package – 47L with EPA Special Emergency Vehicle Emissions</li> <li>*Engine Block Heater (wired to Shoreline)</li> <li>*Dual Heavy-Duty 750 CCA / 78 Amp-Hour, Maintenance Free Batteries</li> <li>*Alternators – Dual Alternators – 357-Amps Total</li> <li>*Fuel Tank, 40 Gallon</li> <li>*Mirrors – Heated Power-Adjusted</li> <li>*Power Windows</li> <li>*Power Door Locks</li> <li>*Cruise Control / Tilt Steering Wheel</li> </ul>	 <b>F-450 4x2</b>

84" CA  
 OEM WHITE  
 (3) KEY FOBS  
 GPS  
 OEM BACKUP CAMERA

1	Each	Back Up Camera - OEM - Ford	An OEM Ford backup camera shall be ordered with the chassis and installed on the rear of the module. The camera shall function with the digital display on the dash.	
1	Each	Chassis Add On #1	Non Standard Additional Chassis Add On	

LED LIGHT BAR MOUNTED ON BRUSH GUARD

Item X. 5.

QTY	UOM	PRODUCT NAME	DESCRIPTION	PR IMAGE
1	Set	Wheel Inserts - Phoenix - Ford F450/F550 (Standard)	Chrome wheel simulators shall be installed on the chassis wheels.	
1	Set	Running Boards - Driver & Passenger - Reg Cab - NFPA (Standard)	Diamond plate running boards shall be provided and installed on the cab of the module to the chassis manufacturers recommendation.	
2	Set	Lights - Grille - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the front grill of the chassis.	
2	Set	Lights - Front Intersection - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the fenders of the chassis.	
1	Set	Speaker - Cast - Ford F350/F450/F550 (Standard)	Two (2) 100-watt speakers shall be installed through the front OEM bumper.	
2	Set	Fire Extinguisher - 5Lb w/ Bracket (Standard)	5lb Fire Extinguisher shall be shipped loose.	
1	Each	Suspension - Liquid Springs - 2021 Ford F450/F550	CLASS (Compressible Liquid Adaptive Suspension System) Liquid Spring Suspension System is a smart suspension system for Ambulances. Liquid-based struts and an on-board processor to provide better handling and control. System must provide a smoother, and softer ride. This reduced Ambulance vibration increases comfort and lower maintenance costs.	
1	Set	Mud Flaps	Set of heavy-duty, thick rubber material mud flaps shall be as wide as the dual rear wheels.	
1	Each	Spare Tire	A spare tire shall be provided with the chassis.	
1	Each	Alarm - Backup	An audible alarm shall be installed to activate when the vehicle is placed into reverse gear. There shall be installed on the front console and wired through the vehicle electrical system, a momentary cutoff switch to disable the alarm.	
1	Each	Brush Guard - Black Ranch Hand with Grille Guard - F350/F450/F550		

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Set	Engine Block Heater - Wire - Shoreline	The chassis engine block heater shall be wired to shoreline power.	 <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-top: 5px;">Item X. 5.</div>

CHASSIS CONSOLE

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Console - Wood - Gray (Standard)	A wood scorpion coated console with (2) cup holders and map slot shall be provided between the driver and passenger seat.	
2	Each	Siren - (Standard)	A Whelen 295SLSA1 single tone siren shall be installed in the cab console.	
1	Each	Spotlight - Go Light LED w Remote Control	12V LED spotlight shall be installed on the cab roof.	

L1 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	L1 Compartment	Street Side Forward Compartment Dimensions: H72"x W20"x D22"	
1	Each	O2 Bracket Kit - Electric - H Cylinder	There shall be a Zico Electric Lift Cylinder Bracket O2 bottle mount to allow the department to utilize both "H" cylinder bottle.	
1	Each	O2 Wrench	An aluminum O2 wrench provided near the O2 bracket in the Oxygen compartment.	
1	Each	Oxygen Regulator - 50 PSI	50 PSI Pre-Set diaphragm regulator with nut and nipple connection for large cylinders and preset to 50 PSI.	
2	Each	Portable O2 Bracket Kit - D Cylinder - Zico QR-D-2		

## L2 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	L2 Compartment	Street Side Intermediate Compartment Dimensions: H40"x W30"x D20"	
1	Each	Panel - L2 - Inverter - Vanner 1050	A Vanner 1050 watt Inverter with 50 amp battery charger shall be provided and installed in the streetside exterior L2 compartment.	
1	Each	Inverter - Pre Wire	A pre-wire for installation of the inverter shall be provided in the L2 compartment.	

## L3 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	L3 Compartment (Standard)	Street Side Rear Compartment Dimensions: H40"x W30"x D20"	
<b>Double doors on compartment</b>				
1	Each	Adjustable Shelf - L3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the L3 compartment mounted on shelf track.	

## R3 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	R3 Compartment	Curb Side Rear Compartment Dimensions: H72"x W15"x D20"	
<b>(2) straps and buckles across the back board storage area</b>				
2	Each	Adjustable Shelf - R3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the R3 compartment mounted on shelf track.	
1	Each	Backboard Divider - R3 Compartment	A vertical divider shall be mounted center of the back board compartment.	<b>Photo Coming Soon</b>

## R2 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	R2 Compartment	Curb Side Intermediate Compartment Dimensions: H20"x W24"x D20"	<b>Photo Coming Soon</b>

## R1 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	R1 Compartment	Curb Side Forward Compartment Dimensions: H72"x W18"x D20"	

## EMERGENCY LIGHT PACKAGE

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Set	Lights - M Series - Red & White LED Warning w Clear Lens (7 Front Wall R/W/ R/W/R/W/R) (Standard)	Whelen M9 LED warning lights shall be installed on the module in the specified configuration. (7) front wall lights, (4) side body lights, (3) rear upper, and (2) lower window level lights.	 <b>M9 Clear Lens WHELEN</b>
2	Each	Lights - Rear Intersection - M7 Red LED w Clear Lens - Warning Light	Whelen M7 LED warning lights shall be installed above both rear wheels on the module	 <b>WHELEN</b>

## NON EMERGENCY LIGHT PACKAGE

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
2	Set	Lights - Action Area/ Telemetry - LED	3" round led lights shall be located in the action area and telemetry area.	 <b>WHELEN</b>
1	Each	Lights - Compartment - Single - LED Strip Lights (Standard)	Each exterior compartment shall have one (1) strip LED light installed full height on each side of the door opening.	 <b>HANSEN INTERNATIONAL</b>
10	Set	Lights - Dome - Whelen LED (Standard)	Whelen 8" LED Dome patient compartment lights with dual level lighting will be located in the ceiling. *Exact location & quantity can be changed at pre-construction meeting*	 <b>WHELEN</b>

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
6	Set	Lights - Scene - M9 LED (Standard)	Whelen M Series LED Scene Lights shall be installed (2) two on rear, (2) per side of the ambulance modular body.	 Whelen
2	Set	Lights - Stop/Turn/Tail - M6 Series LED (Standard)	Whelen M Series LED Brake, Back Up and Turn signals with individual bezels installed on the rear of the module.	 Whelen
1	Set	Lights - ICC Marker - Red & Amber LED	7 LED Red and & 7 LED Yellow ICC lights installed on the upper module perimeter to meet DOT requirements.	
1	Each	Light - Stepwell - LED	LED Stepwell light installed at the entry steps of the module.	 Innovative Lighting
1	Each	Lights - Tag Bracket - LED	LED lighting installed at the the tag bracket to meet DOT requirements.	 CPI
2	Set	Lights - Docking - 6" Oval White	6" LED lights installed at the rear bumper to provide additional back up lighting.	 TecNiq

Item X. 5.

MODULAR EXTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Shoreline - 30A/120V - Auto Eject - Blue Cover	A 30 amp automatic power line disconnect system shall be furnished for the vehicle shoreline.	 KUSSMAUL ELECTRONICS
2	Set	Fenderette - Aluminum (Standard)	Polished aluminum fender flair shall be installed around the rear wheel well openings.	
1	Each	Window - Side - Sliding - Dark Tint (Standard)	Tinted high black aluminum framed sliding window is to be centered on the side entry door.	
2	Each	Window - Rear - Fixed - Dark Tint (Standard)	Tinted high black aluminum framed fixed window is to be centered on each rear entry door.	

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	System	Door Locks - Power - 6 Compartments & 2 Entry Doors w Hidden Stealth Switch	Install Power Door locks on all Compartments and Patient Entry Side and Rear Doors. Lock/unlock can be initiated by key fob, remote switch or by Cab & Driver's Side electric locks.	 <small>EVERHARD All Compartment and Entry Doors</small>
1	Set	Compartments - Scorpion - Gray (Standard)	Scorpion coated finish on all exterior compartments.	
1	Set	Drip Rails - Aluminum		<p><b>Photo Coming Soon</b></p>

Item X. 5.

PAINT

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Paint Type - Modular Body - 1 Color	The module shall be a single tone paint to match the OEM chassis or customer specified paint code.	
1	Each	Paint Type - Chassis - OEM (Standard)	Chassis shall be painted OEM one color to match fleet.	

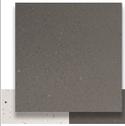
VINYL GRAPHICS

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Set	Door Panels - Chevron (Standard)	Aluminum plate door panels on all exterior doors with 12" of reflective chevron.	
<b>Orange and Blue</b>				
1	Each	Vinyl Graphics - Star of Life (Large)	Large printed Star of Life, installed on the front or rear of module. Printed on 3M IJ680CR reflective material. <b>**Color and location to be determined at Precon**</b>	
<b>CUSTOM Swoosh and SOL to match existing units</b>				
1	Set	Vinyl Graphics - Star of Life Reflective Package	KKK-Spec reflective SOL package provided with the graphics package. *Exact color and location to be determined at the pre-construction meeting*	

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Set	Vinyl Graphics - Lettering & Decals	Lettering and department decals designed and printed on 3M 680CR reflective material and laminated with UV protective laminate.	 Item X. 5.
1	Each	Rear Chevron - Reflective	Printed rear chevrons that meets the existing fleet/customer specifications. Printed on 3M IJ680CR reflective material. **Color to be determined at Precon**	

MODULAR INTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Panel - Power - Location - Interior (Standard)	A printed circuit board shall be installed in the interior electrical cabinet behind attendant seat.	
2	Set	Antenna - Coax	Two [2] 10-gauge power and two [2] ground wires, two [2] RG58U coax cables, and two [2] PL259 connectors.	
3	Each	Outlet - 12V	12 Volt DC 20 Amp cigar style outlets will be located in the action area and in the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	
6	Each	Outlet - 110V - Lighted	110 Volt AC GFI duplex lighted outlets will be located in the action area, the telemetry, as well as the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	
1	Each	Outlet - Oxygen - Single	A single O2 outlet provided at the head end of the squad wall. *Exact location & quantity can be changed at pre-construction meeting*	
1	Set	Outlet - Oxygen - Dual	Dual O2 outlets shall be provided in the action area. *Exact location & quantity can be changed at pre-construction meeting*	
1	Each	Outlet - Vacuum	Ohio style quick disconnect vacuum outlet provided in the action area wall.	
1	Each	Electrical System - RCTronics 12V (Standard)	12v RC Tronics switch panel electrical system shall be provided in the cab console and in the action area of the module.	 R.C Tronics

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
2	Each	Pre Wire - 12V Radio	12v radio pre-wires at the front console and rear action area. *Exact location and quantity can be changed at the pre-construction meeting*	 Item X. 5.
1	Each	Flooring - Gun Metal Gray - Lonplate 3" (Standard)	Lonplate heavy duty floor covering installed above the PVC sub floor, rolled up on each side 3".	
1	Each	Flooring - Composite PVC Sub Flooring	PVC composite sub flooring shall be installed above the aluminum sub floor.	
1	Set	Cabinets - Plywood - 1 Tone - Matte Gray (Standard)	Cabinets shall be constructed of 3/4" plywood with a high-pressure plastic matte Gray laminate finish.	
1	Set	Windows - Life Defender - Fixed (Standard)	Austin Hardware Gen II Life Defender cabinets, with clear plexi and fixed sliding windows.	
1	Each	Seat - CPR		<b>Photo Coming Soon</b>
1	Each	Countertops - Gray (Standard)	Solid Surface material counter tops at the action and telemetry areas. Gray in color.	
1	Each	Cabinet - Plywood - Over Rear Door	Cabinet located over the rear entry door, providing one storage section.	
1	Each	Cabinet - Plywood - Squad Bench Overhead	Cabinet located over the squad bench, divided into two separate storage sections.	
1	Each	Cabinet - Plywood - Glove Box	Cabinet located over the side entry door, providing storage for three glove boxes.	
1	Each	Cabinet Add On #1	Non Standard Additional Cabinet Add On	<b>+ CABINET Add-Ons</b>

Add 110V in overhead squad bench cabinet closest to curbside entry door

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Cabinet Add On #2	Non Standard Additional Cabinet Add On	
<b>Cabinet above pass thru</b>				
1	Each	Cabinet Add On #3	Non Standard Additional Cabinet Add On	
<b>Cabinet below pass thru</b>				
1	System	Insulation - Polyfiber (Standard)	The modular ambulance body shall be insulated with a non-flammable Polyfiber insulation.	
1	Each	Defibrillator Mount for Lifepak 12/15- Ferno	A Ferno Life Pack 12/15 monitor mount shall be supplied and installed at delivery. Customer location determined during the pre-build conference.	
1	Each	Heater - Aux 110 - 1500W	A 110v auxiliary heater shall be supplied and installed. Location shall be determined during the pre-build conference.	
<b>Mounted above CPR seat</b>				
6	Each	Emergency Release Latch	Curb and Rear entry doors shall come with upper and lower emergency release latches, in the event of failure to exit the module.	

**MODULAR INTERIOR DETAILS**

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Suction - Rico - Action Area (Standard)	A RICO RS4X disposable aspirator will be installed in the action area and connected to the vacuum inlet by a quick connect coupler.	
1	Each	Vacuum Pump	Electric vacuum pump installed in the L-2 exterior compartment, plumbed to the vacuum outlet on the rear action area wall.	
3	Each	Seat Belt - 6 Point Harness	All seated positions shall have a 6 point safety harness seat belt system.	

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	Each	Safety Net - Yellow Angled (Standard)	A yellow safety net shall be provided and installed at the head end of the squad bench.	 Item X. 5.
2	Each	Grab Rail - Ceiling - 80" Yellow (Standard)	1.25" diameter x 80" yellow grab bars shall be provided and securely fastened to the ceiling over the primary cot and over the squad bench. *Exact location & quantity can be changed at pre-construction meeting*	
3	Each	Grab Handle - 18" Yellow (Standard)	1.25" diameter x 18" yellow grab bars shall be provided at each entry door. *Exact location & quantity can be changed at pre-construction meeting*	
3	Each	Grab Handle - Interior V Style - Yellow (Standard)	V-Style yellow grab handles shall be provided on the side and rear entry doors.	
1	Each	Timer - 15 Minute Delay	A 15-minute mechanical timer shall be provided and installed at the head of squad bench adjacent to the side entry door. Timer to control the curb side dome lights.	
1	Each	Clock - Digital - Intellitec (Standard)	A digital EMS clock shall be provided at the Action Area wall.	 Intellitec
2	Set	IV Hanger - Ceiling Mount (Standard)	IV Hangers will be recessed in the ceiling over the head and foot end of the primary cot.	 ALLEGIS
1	System	Upholstery - Vinyl - Gunmetal Gray (Standard)	Seamless vacuum formed vinyl material, gun metal gray, provided on the attendant seat, squad bench cushions and CPR cushions.	 Gunmetal Gray
1	Set	Seat - Attendant Child 3 Point Safety - Gunmetal Gray w Swivel Base - Wise (Standard)	Attendant seat with child safety seat, 3 point harness and swivel base shall be located at the head end of the primary cot.	 WISE
1	System	Riser - Stainless Steel - Interior		<b>Photo Coming Soon</b>
1	System	Cot Fastener - Power Load - Stryker (Customer Supplied)	A Power Load cot fastener shall be center mounted on the floor of the module.	 stryker

Customer supplied floor plate and power load

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	System	Cot Fastener Mount - Center (Standard)	The cot fastener shall be center mounted in the patient module.	 <div style="position: absolute; top: -20px; right: -20px; border: 1px solid black; padding: 2px;">Item X. 5.</div>

HVAC SYSTEM

QTY	UOM	PRODUCT NAME	DESCRIPTION	PRODUCT IMAGE
1	System	AC - 12 Volt - Ducted with Bottom Mount Condenser (Standard)	Hoseline brushless 12VDC HVAC system located on the front bulkhead and shall be ducted down the ceiling of the patient compartment.	 
1	Each	Exhaust Fan	The patient compartment shall be ventilated with fresh outside air via one (1) static intake vent and one (1) power exhaust vent.	 
2	Each	Cowl Vent	An aluminum cowl vent shall be provided on the exterior to cover the intake vent.	 
1	Each	Filter - Hepa	A hepa filter shall be installed in the HVAC intake.	

**WE LOOK FORWARD TO BUILDING THIS AMAZING VEHICLE FOR YOUR DEPARTMENT!**

# PURCHASE ORDER

Item X. 5.

## Effingham County Board of Commissioners

804 S LAUREL STREET  
 SPRINGFIELD, GA 31329  
 Phone: 912-754-2159  
 Fax: 912-754-8413

DATE: 9/20/2022  
 P.O. # 23-19-001

**VENDOR**

Custom Truck and Body Works, Inc.  
 PO Box 718  
 13787 White House Road  
 Woodbury, GA 30293  
 ATTN : Jimmy Gill  
 706-977-7095 (cell) / 706-553-9178 (office)

**SHIP TO**

Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329  
 ATTN : Alison Bruton  
 912-754-2159

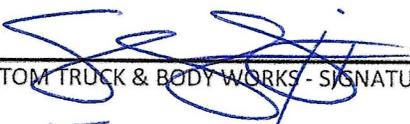
REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Furnish two (2) new ambulances per the attached proposal	2	\$215,200.00	\$ 430,400.00

SUBTOTAL	\$ 430,400.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 430,400.00</b>

**OTHER COMMENTS OR SPECIAL INSTRUCTIONS**  
 ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Custom Truck and Body Works, Inc. agrees to furnish two (2) new ambulances mounted on a new Type 1 Ford F-450 chassis as described in the County's RFP 23-19-001 and related addendums. The County references the terms, conditions and specifications contained in the County's RFP No. 23-19-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

  
 \_\_\_\_\_  
 CUSTOM TRUCK & BODY WORKS - SIGNATURE  
 Jimmy Gill  
 \_\_\_\_\_  
 CUSTOM TRUCK & BODY WORKS - PRINT NAME

Sales Mgr.  
 \_\_\_\_\_  
 TITLE  
 9/20/2022  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 AUTHORIZED BY - SIGNATURE  
 WESLEY CORBITT  
 \_\_\_\_\_  
 AUTHORIZED BY - PRINT NAME

CHAIRMAN  
 \_\_\_\_\_  
 AUTHORIZED BY - TITLE  
 09/20/2022  
 \_\_\_\_\_  
 AUTHORIZED DATE

# AMENDED PURCHASE ORDER

Item X. 5.

## Effingham County Board of Commissioners

804 S LAUREL STREET  
 SPRINGFIELD, GA 31329  
 Phone: 912-754-2159  
 Fax: 912-754-8413

DATE: 2/7/2023  
 AMENDED P.O. # 22-19-001

**VENDOR**

Custom Truck and Body Works, Inc.  
 PO Box 718  
 13787 White House Road  
 Woodbury, GA 30293  
 ATTN : Jimmy Gill  
 706-977-7095 (cell) / 706-553-9178 (office)

**SHIP TO**

Effingham County Board of Commissioners  
 804 S.Laurel Street  
 Springfield, GA 31329  
 ATTN : Alison Bruton  
 912-754-2159

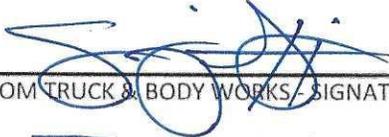
REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS	
ECBOC				

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Updated pricing for three (3) ambulances per the attached proposal	3	\$189,228.37	\$ 567,685.11

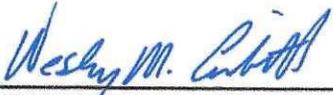
SUBTOTAL	\$ 567,685.11
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 567,685.11</b>

**OTHER COMMENTS OR SPECIAL INSTRUCTIONS**  
 ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Custom Truck and Body Works, Inc. agrees to furnish three (3) new ambulances and stretchers as described in the County's RFP 22-19-001 and related addendums. The County references the terms, conditions and specifications contained in the County's RFP No. 22-19-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

  
 CUSTOM TRUCK & BODY WORKS - SIGNATURE  
 Jimmy Gill  
 CUSTOM TRUCK & BODY WORKS - PRINT NAME

Sales Mgr.  
 TITLE  
 2/13/2023  
 DATE

  
 AUTHORIZED BY - SIGNATURE  
 WESLEY CORBITT  
 AUTHORIZED BY - PRINT NAME

CHAIRMAN  
 AUTHORIZED BY - TITLE  
 02/07/2023  
 AUTHORIZED DATE



Item X. 5.

**Quote #:** Q-00700-1  
**Date:** 1/18/2024 4:18 PM  
**Expires On:** 3/19/2024

**Custom Truck and Body Works, Inc.**

*Manufacturers of Custom Emergency Apparatuses*  
 13787 White House Rd  
 Woodbury, GA 30293  
 United States  
 Main Line: 706-655-4300

**SHIPPING**

WANDA MCDUFFIE  
 Effingham County  
 ,  
 (912) 754-2148  
 wmcduffie@effinghamcounty.org

**BILL TO**

Effingham County EMS  
 ,

Name	Direct Line	E-Mail Address
Jimmy Gill	(706) 977-7095	jimmy@customtruckandbodyworks.com
Payment Terms	Delivery Method	Delivery Terms
Due on Receipt	Pickup at CTBW	120 to 150 Business Days After Receipt of Chassis

*Dear WANDA MCDUFFIE,*

*Custom Truck and Body Works would like to thank you for the opportunity to work with your department on this project. We have prepared this quote based on the information that has been provided to us. We are certain that we can meet or exceed any needs and expectations you may have. Please review the attached documents and if there should be any questions, clarifications or any additional information please do not hesitate to contact me. We look forward to hearing from you soon.*

*Sincerely,  
 Jimmy Gill*

Type I 12' Ambulance - Ford F450 4x2 Diesel

**\$251,012 Each**

MODULAR BODY

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1		Modular Body - Type I 12'	The ambulance body 149"L x 96"W x72"H shall be constructed of custom designed aluminum extrusions and aluminum plate. The ambulance body shall be designed and engineered specifically as an emergency vehicle and shall be built to meet the heavy-duty requirements of emergency service.	

CHASSIS

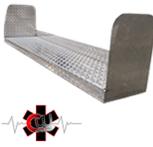
QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Chassis - Ford F450 - 4x2 - Diesel - 84CA	<p>The cab-chassis shall be suitable for subsequent mounting of a modular (containerized) transferable equipped ambulance body conforming to the requirements specified herein.</p> <ul style="list-style-type: none"> <li>*Ford F-450 XLT, 2 Wheel Drive Chassis-Cab.</li> <li>*165" Wheelbase – 84" Cab-Axle – 14,000 lbs. GVWR</li> <li>*6.7L Power Stroke® V-8 Diesel Engine – 300 HP / 660 lb/ft. Torque</li> <li>*10-Speed TorqShift® Automatic SelectShift® Overdrive Transmission</li> <li>* Wide Track Rear Axle – 4.10 Rear Axle Ratio</li> <li>*Brakes – 4-wheel Disc Anti-lock, Hydra-Boost Power Assist</li> <li>*Stabilizer Bar – Front and Rear</li> <li>*LT245/75Rx17E All-Season Radial Tires – Highway Tread</li> <li>*Spare Tire and Wheel – Full Size</li> <li>*Seats, Front Captain's Chairs</li> <li>*Ambulance/ Prep Package – 47L with EPA Special Emergency Vehicle Emissions</li> <li>*Engine Block Heater (wired to Shoreline)</li> <li>*Dual Heavy-Duty 750 CCA / 78 Amp-Hour, Maintenance Free Batteries</li> <li>*Alternators – Dual Alternators – 357-Amps Total</li> <li>*Fuel Tank, 40 Gallon</li> <li>*Mirrors – Heated Power-Adjusted</li> <li>*Power Windows</li> <li>*Power Door Locks</li> <li>*Cruise Control / Tilt Steering Wheel</li> </ul>	 <p><b>DIESEL</b> <b>Ford</b> <b>F-450 4x2</b></p>

**84" CA**  
**OEM WHITE**  
**(3) KEY FOBS**  
**GPS**  
**OEM BACKUP CAMERA**

1	Each	Back Up Camera - OEM - Ford	An OEM Ford backup camera shall be ordered with the chassis and installed on the rear of the module. The camera shall function with the digital display on the dash.	
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1	Each	Chassis Add On #1	Non Standard Additional Chassis Add On	
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**LED LIGHT BAR MOUNTED ON BRUSH GUARD**

CHASSIS ADD ON				Item X. 5.
QTY	UOM	PRODUCT NAME	DESCRIPTION	
1	Set	Wheel Inserts - Phoenix - Ford F450/ F550 (Standard)	Chrome wheel simulators shall be installed on the chassis wheels.	
1	Set	Running Boards - Driver & Passenger - Reg Cab - NFPA (Standard)	Diamond plate running boards shall be provided and installed on the cab of the module to the chassis manufacturers recommendation.	
2	Set	Lights - Grille - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the front grill of the chassis.	
2	Set	Lights - Front Intersection - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the fenders of the chassis.	
1	Set	Speaker - Cast - Ford F350/F450/ F550 (Standard)	Two (2) 100-watt speakers shall be installed through the front OEM bumper.	
2	Set	Fire Extinguisher - 5Lb w/ Bracket (Standard)	5lb Fire Extinguisher shall be shipped loose.	
1	Each	Suspension - Liquid Springs - Ford F450/F550 - Any	CLASS (Compressible Liquid Adaptive Suspension System) Liquid Spring Suspension System is a smart suspension system for Ambulances. Liquid-based struts and an on-board processor to provide better handling and control. System must provide a smoother, and softer ride. This reduced Ambulance vibration increases comfort and lower maintenance costs.	
1	Set	Mud Flaps	Set of heavy-duty, thick rubber material mud flaps shall be as wide as the dual rear wheels.	
1	Each	Spare Tire	A spare tire shall be provided with the chassis.	
1	Each	Alarm - Backup	An audible alarm shall be installed to activate when the vehicle is placed into reverse gear. There shall be installed on the front console and wired through the vehicle electrical system, a momentary cutoff switch to disable the alarm.	

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Intermotive Module - Ford - Diesel - F350/F450/F550		<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item X. 5.</div> 
1	Each	Brush Guard - Black - Ranch Hand - F350/F450/ F550 (Fits 2023 Model - No 2024 Available)		
1	Set	Engine Block Heater - Wire - Shoreline	The chassis engine block heater shall be wired to shoreline power.	

#### CHASSIS CONSOLE

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Console - Wood - Gray (Standard)	A wood scorpion coated console with (2) cup holders and map slot shall be provided between the driver and passenger seat.	
2	Each	Siren - (Standard)	A Whelen 295SLSA1 single tone siren shall be installed in the cab console.	
1	Each	Spotlight - Go Light LED w Remote Control	12V LED spotlight shall be installed on the cab roof.	

#### L1 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	L1 Compartment - Single Door (Standard)	Street Side Forward Compartment Dimensions: H72"x W20"x D22"	
1	Each	O2 Bracket Kit - Electric - H Cylinder	There shall be a Zico Electric Lift Cylinder Bracket O2 bottle mount to allow the department to utilize both "H" cylinder bottle.	

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	O2 Wrench	An aluminum O2 wrench provided near the O2 bracket in the Oxygen compartment.	 <p>Item X. 5.</p>
1	Each	Oxygen Regulator - 50 PSI	50 PSI Pre-Set diaphragm regulator with nut and nipple connection for large cylinders and preset to 50 PSI.	
2	Each	Portable O2 Bracket Kit - D Cylinder - Zico QR-D-2		

### L2 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	L2 Compartment	Street Side Intermediate Compartment Dimensions: H40"x W30"x D20"	
1	Each	Inverter - Vanner 1100 (Standard)	A Vanner 1050 watt Inverter with 50 amp battery charger shall be provided and installed in the streetside exterior L2 compartment.	
1	Each	Inverter - Pre Wire	A pre-wire for installation of the inverter shall be provided in the L2 compartment.	

### L3 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	L3 Compartment (Standard)	Street Side Rear Compartment Dimensions: H40"x W30"x D20"	
<b>Double doors on compartment</b>				
1	Each	Adjustable Shelf - L3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the L3 compartment mounted on shelf track.	

R3 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	R3 Compartment	Curb Side Rear Compartment Dimensions: H72"x W15"x D20"	
<i>(2) straps and buckles across the back board storage area</i>				
2	Each	Adjustable Shelf - R3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the R3 compartment mounted on shelf track.	
1	Each	Backboard Divider - R3 Compartment	A vertical divider shall be mounted center of the back board compartment.	

R2 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	R2 Compartment	Curb Side Intermediate Compartment Dimensions: H20"x W24"x D20"	<b>Photo Coming Soon</b>

R1 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	R1 Compartment	Curb Side Forward Compartment Dimensions: H72"x W18"x D20"	

EMERGENCY LIGHT PACKAGE

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Set	Lights - M Series - Red & White LED Warning w Clear Lens (7 Front Wall R/W/R/W/R/W/R) (Standard)	Whelen M9 LED warning lights shall be installed on the module in the specified configuration. (7) front wall lights, (4) side body lights, (3) rear upper, and (2) lower window level lights.	 <b>M9</b> Clear Lens <b>WHELEN</b> <small>WHY TRUCKS TO PERFORM</small>

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
2	Each	Lights - Rear Intersection - M7 Red LED w Clear Lens - Warning Light	Whelen M7 LED warning lights shall be installed above both rear wheels on the module	<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item X. 5.</div>  

NON-EMERGENCY LIGHTS - EXTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Lights - Compartment - Single - LED Strip Lights (Standard)	Each exterior compartment shall have one (1) strip LED light installed full height on each side of the door opening.	 
6	Set	Lights - Scene - M9 LED (Standard)	Whelen M Series LED Scene Lights shall be installed (2) two on rear, (2) per side of the ambulance modular body.	 
2	Set	Lights - Stop/Turn/ Tail - M6 Series LED w Colored Lens	Whelen M Series LED Brake, Back Up and Turn signals with individual bezels installed on the rear of the module.	<b>Colored Lens</b>  
1	Set	Lights - ICC Marker - Red & Amber LED	7 LED Red and & 7 LED Yellow ICC lights installed on the upper module perimeter to meet DOT requirements.	
1	Each	Light - Stepwell - LED	LED Stepwell light installed at the entry steps of the module.	 
1	Each	Lights - Tag Bracket - LED	LED lighting installed at the the tag bracket to meet DOT requirements.	 
2	Set	Lights - Docking - 6" Oval White	6" LED lights installed at the rear bumper to provide additional back up lighting.	 

MODULAR EXTERIOR

				Item X. 5.
QTY	UOM	PRODUCT NAME	DESCRIPTION	
1	Each	Shoreline - 30A/120V - Auto Eject - Blue Cover	A 30 amp automatic power line disconnect system shall be furnished for the vehicle shoreline.	
2	Set	Fenderette - Aluminum (Standard)	Polished aluminum fender flair shall be installed around the rear wheel well openings.	
1	Each	Window - Side - Sliding - Dark Tint (Standard)	Tinted high black aluminum framed sliding window is to be centered on the side entry door.	
2	Each	Window - Rear - Fixed - Dark Tint (Standard)	Tinted high black aluminum framed fixed window is to be centered on each rear entry door.	
1	System	Door Locks - Power - 6 Compartments & 2 Entry Doors w Hidden Stealth Switch	Install Power Door locks on all Compartments and Patient Entry Side and Rear Doors. Lock/unlock can be initiated by key fob, remote switch or by Cab & Driver's Side electric locks.	

MODULAR EXTERIOR - COMPARTMENT  
DETAIL

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Set	Compartments - Scorpion - Gray (Standard)	Scorpion coated finish on all exterior compartments.	
1	Set	Drip Rails - Aluminum		

PAINT

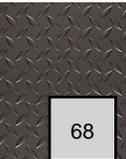
QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Paint Type - Modular Body - 1 Color	The module shall be a single tone paint to match the OEM chassis or customer specified paint code.	

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Paint Type - Chassis OEM (Standard)	Chassis shall be painted OEM one color to match fleet.	<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item X. 5.</div> 

VINYL GRAPHICS

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Set	Door Panels - Chevron (Standard)	Aluminum plate door panels on all exterior doors with 12" of reflective chevron.	
<b>Orange and Blue</b>				
1	Each	Vinyl Graphics - Star of Life (Large)	Large printed Star of Life, installed on the front or rear of module. Printed on 3M IJ680CR reflective material. **Color and location to be determined at Precon**	
<b>CUSTOM Swoosh and SOL to match existing units</b>				
1	Set	Vinyl Graphics - Star of Life Reflective Package	KKK-Spec reflective SOL package provided with the graphics package. *Exact color and location to be determined at the pre-construction meeting*	
1	Set	Vinyl Graphics - Lettering & Decals	Lettering and department decals designed and printed on 3M 680CR reflective material and laminated with UV protective laminate.	
1	Each	Rear Chevron - Reflective	Printed rear chevrons that meets the existing fleet/ customer specifications. Printed on 3M IJ680CR reflective material. **Color to be determined at Precon**	

MODULAR INTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Panel - Power - Location - Interior (Standard)	A printed circuit board shall be installed in the interior electrical cabinet behind attendant seat.	
1	Each	Flooring - Gun Metal Gray - Lonplate 3" (Standard)	Lonplate heavy duty floor covering installed above the PVC sub floor, rolled up on each side 3".	 68

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Flooring - Composite PVC Sub Flooring	PVC composite sub flooring shall be installed above the aluminum sub floor.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item X. 5.</div> 
1	System	Insulation - Polyfiber (Standard)	The modular ambulance body shall be insulated with a non-flammable Polyfiber insulation.	
1	Each	Mount - Defibrillator for Lifepak 12/15- Ferno	A Ferno Life Pack 12/15 monitor mount shall be supplied and installed at delivery. Customer location determined during the pre-build conference.	 
1	Each	Heater - Aux 110 - 1500W	A 110v auxiliary heater shall be supplied and installed. Location shall be determined during the pre-build conference.	
Mounted above CPR seat				
6	Each	Emergency Release Latch	Curb and Rear entry doors shall come with upper and lower emergency release latches, in the event of failure to exit the module.	

MODULAR INTERIOR - CABINET DETAIL

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Set	Cabinets - Plywood - 1 Tone - Matte Gray (Standard)	Cabinets shall be constructed of 3/4" plywood with a high-pressure plastic matte Gray laminate finish.	
1	Set	Windows - Life Defender - Fixed (Standard)	Austin Hardware Gen II Life Defender cabinets, with clear plexi and fixed sliding windows.	 
1	Each	Seat - CPR		
1	Each	Countertops - Gray - Soft Edge Trim (Standard)	Solid Surface material counter tops at the action and telemetry areas. Gray in color.	<div style="color: red; font-weight: bold;">Soft Edge Trim</div> 

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Cabinet - Plywood - Over Rear Door	Cabinet located over the rear entry door, providing one storage section.	<p>Item X. 5.</p> 
1	Each	Cabinet - Plywood - Squad Bench Overhead	Cabinet located over the squad bench, divided into two separate storage sections.	
1	Each	Cabinet - Plywood - Glove Box	Cabinet located over the side entry door, providing storage for three glove boxes.	
1	Each	Cabinet Add On #1	Non Standard Additional Cabinet Add On	
<b>Add 110V in overhead squad bench cabinet closest to curbside entry door</b>				
1	Each	Cabinet Add On #2	Non Standard Additional Cabinet Add On	
<b>Cabinet above pass thru</b>				
1	Each	Cabinet Add On #3	Non Standard Additional Cabinet Add On	
<b>Cabinet below pass thru</b>				

**MODULAR INTERIOR - ELECTRICAL**

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
2	Set	Antenna - Coax	Two [2] 10-gauge power and two [2] ground wires, two [2] RG58U coax cables, and two [2] PL259 connectors.	
3	Each	Outlet - 12V	12 Volt DC 20 Amp cigar style outlets will be located in the action area and in the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	

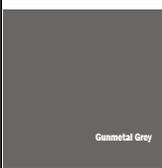
QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
6	Each	Outlet - 110V - Lighted	110 Volt AC GFI duplex lighted outlets will be located in the action area, the telemetry, as well as the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	<p>Item X. 5.</p> 
1	Each	Outlet - Oxygen - Single	A single O2 outlet provided at the head end of the squad wall. *Exact location & quantity can be changed at pre-construction meeting*	
1	Set	Outlet - Oxygen - Dual	Dual O2 outlets shall be provided in the action area. *Exact location & quantity can be changed at pre-construction meeting*	
1	Each	Outlet - Vacuum	Ohio style quick disconnect vacuum outlet provided in the action area wall.	
1	Each	Electrical System - RCTronics 12V (Standard)	12v RC Tronics switch panel electrical system shall be provided in the cab console and in the action area of the module.	
2	Each	Pre Wire - 12V Radio	12v radio pre-wires at the front console and rear action area. *Exact location and quantity can be changed at the pre-construction meeting*	
1	Each	Vacuum Pump	Electric vacuum pump installed in the L-2 exterior compartment, plumbed to the vacuum outlet on the rear action area wall.	
1	Each	Timer - 15 Minute Delay - Twist Knob	A 15-minute mechanical timer shall be provided and installed at the head of squad bench adjacent to the side entry door. Timer to control the curb side dome lights.	
1	Each	Clock - Digital - Intellitec (Standard)	A digital EMS clock shall be provided at the Action Area wall.	

MODULAR INTERIOR - SAFETY & RESTRAINTS

Item X. 5.

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
3	Each	Seat Belt - 6 Point Harness	All seated positions shall have a 6 point safety harness seat belt system.	
1	Each	Safety Net - Yellow Angled (Standard)	A yellow safety net shall be provided and installed at the head end of the squad bench.	
2	Each	Grab Rail - Ceiling - 80" Yellow (Standard)	1.25" diameter x 80" yellow grab bars shall be provided and securely fastened to the ceiling over the primary cot and over the squad bench. *Exact location & quantity can be changed at pre-construction meeting*	
3	Each	Grab Handle - 18" Yellow (Standard)	1.25" diameter x 18" yellow grab bars shall be provided at each entry door. *Exact location & quantity can be changed at pre-construction meeting*	
3	Each	Grab Handle - Interior V Style - Yellow (Standard)	V-Style yellow grab handles shall be provided on the side and rear entry doors.	

MODULAR INTERIOR DETAILS

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Suction - Rico - Action Area (Standard)	A RICO RS4X disposable aspirator will be installed in the action area and connected to the vacuum inlet by a quick connect coupler.	 RICO SUCTION EMERGENCY MEDICAL ASPIRATOR
2	Set	IV Hanger - Ceiling Mount (Standard)	IV Hangers will be recessed in the ceiling over the head and foot end of the primary cot.	 ALLEGIS
1	System	Upholstery - Vinyl - Gunmetal Gray (Standard)	Seamless vacuum formed vinyl material, gun metal gray, provided on the attendant seat, squad bench cushions and CPR cushions.	 Gunmetal Gray
1	Set	Seat - Attendant Child 3 Point Safety - Gunmetal Gray w Swivel Base - Wise (Standard)	Attendant seat with child safety seat, 3 point harness and swivel base shall be located at the head end of the primary cot.	 72

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	System	Riser - Stainless Steel - Interior		<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item X. 5.</div> 
1	System	Cot Fastener - Power Load - Stryker (Customer Supplied)	A Power Load cot fastener shall be center mounted on the floor of the module.	
Customer supplied floor plate and power load				
1	System	Cot Fastener Mount - Center (Standard)	The cot fastener shall be center mounted in the patient module.	

#### NON-EMERGENCY LIGHTS - INTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
2	Set	Lights - Action Area/ Telemetry - LED	3" round led lights shall be located in the action area and telemetry area.	
10	Set	Lights - Dome - Whelen LED (Standard)	Whelen 8" LED Dome patient compartment lights with dual level lighting will be located in the ceiling. *Exact location & quantity can be changed at pre-construction meeting*	

#### HVAC SYSTEM

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	System	AC - 12 Volt - Ducted with Bottom Mount Condenser (Standard)	Hoseline brushless 12VDC HVAC system located on the front bulkhead and shall be ducted down the ceiling of the patient compartment.	
1	Each	Exhaust Fan	The patient compartment shall be ventilated with fresh outside air via one (1) static intake vent and one (1) power exhaust vent.	
2	Each	Cowl Vent	An aluminum cowl vent shall be provided on the exterior to cover the intake vent.	

QTY	UOM	PRODUCT NAME	DESCRIPTION	IMAGE
1	Each	Filter - Hepa	A hepa filter shall be installed in the HVAC intake.	<div data-bbox="1429 79 1555 115" data-label="Text"> <p>Item X. 5.</p> </div> 

**WE LOOK FORWARD TO BUILDING THIS AMAZING VEHICLE FOR YOUR DEPARTMENT!**

## Staff Report

**Subject:** Approval of Amendment #6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** February 6, 2024

**Item Description:** Approval of Amendment #6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

**Summary Recommendation:** Staff recommends approval of Amendment #6

### Executive Summary/Background:

- The County has a contract in place for roadside mowing services with the McGraley Company, LLC. The term of the contract is January 1st, 2015 to December 31st, 2015 with the option to renew for two additional one year terms until December 31st 2017. Amendments 1 through 5 have subsequently been approved by the BOC extending the agreement through December 31, 2025.
- McGraley has requested Amendment #6 increasing the billed mileage for a few County roads. This will increase the per cycle price to \$72,843.86 (\$291,375.44 total). The term will remain the same.

### Alternatives for Commission to Consider

1. Approval of Amendment 6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC. for an annual total of \$291,375.44
2. Take no action.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** *County Manager, County Attorney, Public Works, Finance*

**Funding Source:**

**Attachments:**

1. Amendment 6 to the Contract for Roadside Mowing Services
2. Fully Executed Contract and Amendments 1 through 5

**Amendment No. 6 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC**

**THIS AMENDMENT NO. 6** (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 **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

**WHEREAS**, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing 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 term shall remain as approved on Amendment 5, expiring December 31, 2025.
2. Fee: The fee will increase due to the increase in mileage in the agreement. The extensions are as follows:  
     Golden Road - .68 miles  
     Old Louisville Road – increase to 7 miles  
     Central Ave. – increase to 3.5 miles  
 These changes bring the total annual agreement to \$291,375.44 (\$72,843.86 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No's.1 through 5 to 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. 6 to be signed by their duly authorized representatives the day and year first written above.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

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

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

Printed Name: \_\_\_\_\_

Printed Name: Wesley Corbitt

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

Title: Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Services Contract

Between

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

and

The McGraley Company, LLC  
111 Dixie Drive  
Springfield, GA 31329

This Contract is made and entered into this 16 day of September, 2014, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" and, The McGraley Company, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR"

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and licensed company to provide **ROADSIDE MOWING SERVICES** as specified in **RFQ No. 14-005** and

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

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

**ARTICLE I  
TERMS AND CONDITIONS OF THIS CONTRACT**

**SECTION I-1 TERMS OF SERVICE.**

The scope of services and the terms and conditions of performance shall be as specified in this document and in **RFQ No.14-005 – Roadside Mowing Services** which is hereby adopted and incorporated as if set forth fully herein.

**SECTION I.2 CONTRACT START DATE AND DURATION.**

This contract will commence on January 1<sup>st</sup>, 2015 and terminate on December 31<sup>st</sup>, 2015.

The contract will renew for two one year terms – January 1<sup>st</sup> 2016 to December 31<sup>st</sup> 2016 and January 1<sup>st</sup> 2017 to December 31<sup>st</sup> 2017 - provided that any price increase has been mutually agreed upon by the BOARD and the CONTRACTOR. Negotiations for annual price increases shall start no later than 60 days prior to the anniversary of the effective date, and will be set forth as an amendment to this contract.

Thereafter, by mutual agreement this contract may be renewed for two (2) additional one-year periods.

**SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.**

The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

**SECTION I-4 PERSONNEL AND EQUIPMENT.**

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

**SECTION I-5 CHANGES TO THIS CONTRACT.**

The COUNTY may, at any time, request changes in the Scope of Services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the CONTRACTOR'S compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this Contract.

**SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.**

COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated

by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.

**SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.**

COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.**

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

**SECTION I-9 INDEMNIFICATION.**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless COUNTY and Engineer, and their officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of CONTRACTOR, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in Article II or by the scope and amount of insurance maintained by the CONTRACTOR.

**SECTION I-10 COVENANT AGAINST CONTINGENT FEES.**

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION I-11 PROHIBITED INTERESTS.**

A. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or

employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**SECTION I-12 AUDITS AND INSPECTIONS.**

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

**SECTION I-13 INDEPENDENT CONTRACTOR.**

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

**SECTION I-14 NOTICES.**

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to The McGraley Company, LLC, 111 Dixie Drive, Springfield, GA 31329

**SECTION I-15 COMPLIANCE WITH LAWS.**

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

**SECTION I-16 ASSIGNABILITY.**

The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the COUNTY.

**SECTION I-17 GOVERNING LAW.**

This Agreement shall be governed by the laws of Georgia, with venue in Effingham County.

**ARTICLE II  
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

**SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.**

The COUNTY shall pay the CONTRACTOR for his services as follows:

- 1<sup>st</sup> MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)
- 2<sup>nd</sup> MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)
- 3<sup>rd</sup> MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)

Additional mowing will be charged at \$174.00 per mile but will only be performed with written approval from the Project Manager and County Administrator.

These prices shall remain in effect until December 31<sup>st</sup> 2015, without exception. Price increases will be negotiated annually and will be set forth as an amendment to this contract.

Payments shall be made on a monthly basis.

All invoices shall contain the following:

- Date services performed,
- Detailed account of services performed
- Location of services performed
- Name of employee providing said services
- Name of County employee requesting said services

No work outside the scope of work contained in the RFP will be performed without an approved change order.

All invoices will contain the name of the County employee requesting the work in addition to all of the information mentioned above.

**SECTION II-2. PAYMENT OF TAXES AND FEES.**

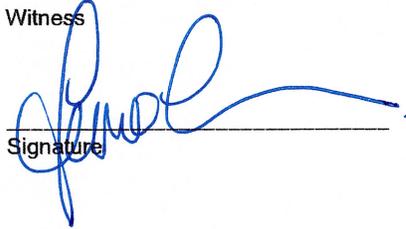
The CONTRACTOR shall pay the cost of any permit, fees, or licenses required.

**SECTION 11-3. QUANTITIES GUARANTEED.**

The CONTRACTOR represents, understands and agrees that this is a unit/service based contract, and contains no guarantee or promises for any set amount of materials or service hours. This is a convenience contract to guarantee unit pricing for materials or services contained herein.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

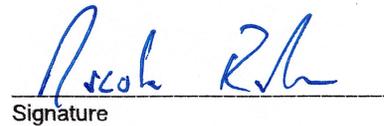
Witness



\_\_\_\_\_

Signature

The McGraley Company, LLC



\_\_\_\_\_

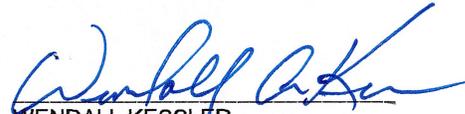
Signature

Owner

\_\_\_\_\_

Title

EFFINGHAM COUNTY, GEORGIA



\_\_\_\_\_

WENDALL KESSLER  
CHAIRMAN  
EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS,

CONTRACT NO. 14-005

COMMISSION APPROVAL DATE:

September 16, 2014

\_\_\_\_\_

Amendment No. 1 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014

between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 5<sup>th</sup> day of September, 2017 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing 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: This Amendment allows for the Contract to renew for two (2) additional years commencing upon completion of the current term, December 31<sup>st</sup>, 2017 and ending on December 31<sup>st</sup>, 2019.
2. Fee: This Amendment allows for a 10% increase in the contracted fee. The annual fee for each of the two (2) additional years will increase to \$153,311.40 (\$51,103.80 per mowing cycle).
3. Scope: This Amendment adds an additional mowing cycle, for the fee of \$51,103.80. The annual total of mowing cycles will now be four (4). The McGraley Company will provide a full mowing schedule to the County's purchasing agent prior to work commencing.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.1 to 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. 1 to be signed by their duly authorized representatives the day and year first written above.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 09/18/2017

Dated: 09/05/2017

**Amendment No. 2 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC**

**THIS AMENDMENT NO. 2** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

**WHEREAS**, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing 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.

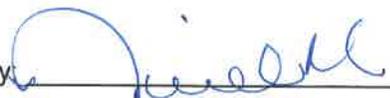
1. **Term:** This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, December 31<sup>st</sup>, 2019 and ending on December 31<sup>st</sup>, 2020.
2. **Fee:** This Amendment allows for an increase in the contracted fee. The annual fee for 2020 will increase to \$228,260.56 (\$57,065.14 per mowing cycle).
3. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.1 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

TRIMMING SERVICES ARE TO BE EXCLUDED FOR THE ONE YEAR PERIOD.

**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.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

By: 

By: 

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 5/26/2020

Dated: 11/19/2019

**Amendment No. 3 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC**

**THIS AMENDMENT NO. 3** (the "Amendment") is entered into this 20<sup>th</sup> day of April, 2021 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

**WHEREAS**, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing 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: This Amendment allows for the Contract to renew for two (2) additional years commencing upon completion of the current term, December 31<sup>st</sup>, 2020 and ending on December 31<sup>st</sup>, 2022.
2. Fee: This Amendment allows for a 10% increase in the contracted fee. The annual fee will increase to \$251,086.60 (\$62,771.65 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No's. 1 and 2 to 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. 3 to be signed by their duly authorized representatives the day and year first written above.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 5/10/2021

Dated: 04/20/2021

Amendment No. 4 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 4 (the "Amendment") is entered into this 15<sup>th</sup> day of March, 2022 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing 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: No change to the term. The current term will expire on December 31, 2022.
2. Fee: The fee will increase due to the increase in mileage on Old Louisville Road. The current mileage fee is based on 3 miles, but the road is actually 7 miles. The annual fee will increase by \$939.76 per mowing cycle, bringing the total annual agreement to \$254,845.64 (\$63,711.41 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No's. 1 through 3 to 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. 4 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 3/22/22

Dated: 03/15/2022

Amendment No. 5 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 5 (the "Amendment") is entered into this 3rd day of January, 2023 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive**, Springfield, GA 31329

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing 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 renew for a period of three (3) years, expiring December 31, 2025.
2. Fee: The annual fee will increase by 12%, bringing the total annual agreement to \$285,427.12 (\$71,356.78 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.'s. 1 through 4 to 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. 5 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 01/05/2023

Dated: 01/03/2023

## Staff Report

**Subject:** Approval of Proposal from Kimley-Horn for Design of Roadway and Intersection Improvements of Old Augusta Road

**Author:** Alison Bruton, Procurement and Capital Projects Manager

**Department:** Public Works/Roads

**Meeting Date:** February 6, 2024

**Item Description:** Proposal from Kimley-Horn for Design of Roadway and Intersection Improvements of Old Augusta Road

**Summary Recommendation:** Staff recommends Approval of the Proposal from Kimley-Horn for Design of Roadway and Intersection Improvements of Old Augusta Road

### Executive Summary/Background:

- Staff requested a proposal from Kimley-Horn to provide design services for improvements to the Old Augusta Road corridor. The design services will cover the 2.7 mile long corridor from SR 21 to Chimney Road, as recommended in the Old Augusta Road Corridor Study completed by Pond & Company. The tasks included in the proposal are as follows:
  - Project Management – NTE \$25,300.00
  - Preliminary Plans – NTE \$427,550.00
  - Phasing Plan/Support – NTE \$22,850.00
  - Topographic Survey – LS \$236,250.00
  - MS4 Analysis/Design – LS \$46,550.00
- The total for this project is a NTE **\$758,500.00**. This proposal has been reviewed by staff and Thomas & Hutton personnel and all recommend approval.

### Alternatives for Commission to Consider

1. Approval of Proposal from Kimley-Horn for Design of Roadway and Intersection Improvements of Old Augusta Road in the amount of **\$758,500.00**
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** T&H, County Manager, P/CP, County Engineer

**Funding Source:** TSPLOST, Gateway Industrial Special Tax District

**Attachments:** Kimley-Horn Proposal

January 10, 2024

Mr. Tim Callanan, County Manager  
Effingham County, Georgia  
804 South Laurel Street  
Springfield, Georgia 31329

Re: **Old Augusta Road, Rincon, Georgia**  
**Letter Proposal for Design of Roadway and Intersection Improvements**

Dear Tim:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to offer this letter proposal to Effingham County, Georgia (“County” or “Client”) for providing design services for improvements to the Old Augusta Road corridor in Rincon, Georgia. This letter proposal details our project understanding, proposed scope of services, schedule, and compensation for the design of the roadway improvements.

## PROJECT UNDERSTANDING

As discussed in meetings with the County on December 1, 2023 and on December 11, 2023, improvements to the 2.7-mile-long corridor from SR 21/Augusta Road to Chimney Road were recommended as part of the *Old Augusta Road Corridor Study* (Pond & Company, December 2022, “Pond Study”). This proposal includes the design of and development of preliminary plans for select recommendations from the Pond Study as further described in the following sections (“Project”). Final construction plans will be prepared and scoped separately pending available funding and coordination with the County following completion of the Project.

The Project includes the following improvements and intersection control on Old Augusta Road:

1. A divided four-lane facility with a 24-foot-wide raised median from SR 21/Augusta Road to Logistics Parkway (i.e., Becknell Driveway)
2. A restricted crossing U-turn (RCUT) intersection at Newton Court (i.e., LEO at the Sanctuary driveway) to accommodate southbound U-turns
3. A southbound right-turn lane and right-in/right-out (RI/RO) access at the following intersections:
  - a. Park of Commerce Driveway
  - b. Trailer Yard Driveway
4. An RCUT intersection approximately 750 feet south of the proposed North Gate roundabout to accommodate northbound U-turns
5. A four-leg turbo roundabout at General Way, including:
  - a. Two travel lanes on northbound and southbound approaches
  - b. One egress lane and one ingress lane along the eastbound approach
6. A northbound right-turn lane and RI/RO access at the following intersections:
  - a. Exeter Driveway
  - b. Cowan – South Driveway
7. A three-leg turbo roundabout at Estes Express Driveway, including:
  - a. Two travel lanes on northbound and southbound approaches
  - b. Two egress lanes and one ingress lane along Estes Express Driveway
8. A three-leg turbo roundabout at Logistics Parkway, including:
  - a. Two travel lanes on northbound approach
  - b. One travel lane on southbound approach
  - c. Two egress lanes and one ingress lane along Logistics Parkway

9. A minor street stop control at Abercorn Street
10. A northbound right-turn lane and minor-street stop control at the following intersections:
  - a. Cowan – Center Driveway
  - b. Cowan – North Driveway
11. A four-leg single-lane roundabout at Chimney Road/Holly Lane intersection with one ingress lane and one egress lane on all approaches

## SCOPE OF SERVICES

Kimley-Horn will provide the following roadway design services (“the Services”) to design the roadway widening and intersection improvements, prepare preliminary construction plans, and develop a preliminary Opinion of Probable Construction Cost (OPCC) for the Project. All submittals will be made electronically in Portable Document Format (PDF) format unless stated otherwise below.

### Task 1: Project Management

Kimley-Horn will prepare for and attend one (1) initial coordination meeting with the County to allow for discussion of the design standards, Project approach, schedule, and deliverables. Kimley-Horn will conduct one (1) additional coordination meeting with the County as requested. Kimley-Horn will maintain records of all meetings and will prepare and submit monthly invoices for the anticipated nine-month project duration.

Kimley-Horn will procure a topographical survey and property line database through subconsultant services. As shown in the attached boundary, the database will begin approximately 250 feet south of SR 21/Augusta Road along Trade Center Parkway and will extend to approximately 750 feet north of Chimney Road/Holly Lane along Old Augusta Road. The database will extend approximately 750 feet west of Old Augusta Road along Chimney Road and approximately 550 feet east of Old Augusta Road along Holly Lane. The resulting database will include approximately 92 acres of topographic survey in accordance with Georgia Department of Transportation (GDOT) survey guidelines, requirements, and standards. Kimley-Horn will complete a field review of the survey database and perform a quality control review of the deliverables for general compliance with GDOT survey guidelines.

### Task 2: Preliminary Plans

Kimley-Horn will design the intersection and roadway improvements for the Project. Kimley-Horn will prepare roadway design criteria for the County’s acceptance prior to beginning design. The design of the roundabouts will be performed in general accordance with the GDOT *Roundabout Design Guide*. Kimley-Horn will also coordinate with utility owners who will confirm existing utility locations collected with the topographical survey.

Kimley-Horn will develop a Preliminary Plans set for review by the County and will prepare for and attend a Preliminary Plan Review meeting. The Preliminary Plans submittal will include the following in accordance with the GDOT *Plans Preparation Guide*:

- |  |  |
|--|--|
| 1. Project Cover                           | 10. Special Grading Drawings ( <i>four roundabouts</i> ) |
| 2. Project Index                           | 11. Drainage Area Map                                    |
| 3. Project Notes and General Notes         | 12. Drainage Profiles                                    |
| 4. Typical Sections                        | 13. Cross Sections                                       |
| 5. Construction Layout Drawings            | 14. Utility Plans ( <i>design by others</i> )            |
| 6. Construction Plans                      | 15. Lighting Plans ( <i>four roundabouts</i> )           |
| 7. Mainline Roadway Profiles               | 16. Signing & Marking Plans                              |
| 8. Sideroad Roadway Profiles               | 17. Special Construction Details ( <i>three BMPs</i> )   |
| 9. Driveway Profiles ( <i>25 assumed</i> ) | 18. Erosion Control BMP Location Details                 |

As part of the Preliminary Plans submittal, Kimley-Horn will coordinate with a subconsultant to prepare a Stormwater Management Design Plan in general accordance with the County’s *Stormwater Management Local Design Manual*. The design of up to three (3) stormwater best management practices (BMPs) is included in this task, and all stormwater systems will be designed to accommodate the 25-year design storm.

Kimley-Horn will develop a preliminary OPCC for review during the Preliminary Plan Review meeting. Kimley-Horn will address one (1) round of consolidated County comments following the Preliminary Plan Review meeting and will update the preliminary plans and OPCC based on comments received.

### Task 3: Phasing Support

Kimley-Horn will prepare a draft Project phasing plan and up to three (3) separate phasing OPCCs to assist with the development of an improvement implementation plan along the Old Augusta Road corridor. The OPCCs will also include detailed Right of Way and Utility cost estimates. Kimley-Horn will meet with the County one (1) time to review and finalize the Project phasing plan.

## INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the County, the County’s consultants, or representatives. The County shall provide all information requested by the Consultant during the project, including, but not limited to:

1. County standards for roads and streets
2. Water and sewer as-built plans
3. Development site plans (CADD and PDF)
4. Development Agreement commitments related to the transportation network
5. Development topographic and wetland surveys (PDF and CADD)
6. *Old Augusta Road Corridor Study* (Pond & Company, December 2022)

## SCHEDULE

Kimley-Horn will provide these services as expeditiously as practicable on a mutually agreed milestone schedule to be finalized following execution of this Agreement. A design duration of six (6) months is anticipated following the receipt of the complete survey database.

## FEE AND EXPENSES

For Tasks 1 through 3, Kimley-Horn labor fee will be billed on an hourly basis in accordance with the rates shown below. The rates for individual team members may vary, but the following current rates apply to the core team members for this phase of the project:

- Senior Professional II: \$310/hour
- Senior Professional I: \$265/hour
- Professional: \$210/hour
- Senior Technical Support: \$190/hour
- Analyst/Designer: \$140/hour
- Technical Support/Support Staff: \$125/hour

Based on the rates noted above and our understanding of the Project, budgeted amounts for Kimley-Horn’s services in Tasks 1 through 3 are as follows:

Task	Description	Fee	Fee Type
1	Project Management	25,300	Hourly NTE
2	Preliminary Plans	427,550	Hourly NTE
3	Phasing Support	22,850	Hourly NTE
	<i>Subtotal (Kimley-Horn only)</i>	<b>\$475,700</b>	Hourly NTE

Kimley-Horn will not exceed the NTE budget without authorization from the County. Fee estimates are for general budgeting purposes only, and the actual fees may be more or less than the estimates. A percentage of labor fee will be added to each invoice to cover certain expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn's project number. All permitting, application and similar project fees will be paid directly by the County.

Additionally, Kimley-Horn will coordinate with its subconsultants to perform subconsultant services associated with Task 2 for the Total Lump Sum Fee summarized below:

Description	Fee	Fee Type
Topographic Survey	236,250	Lump Sum
MS4 Analysis and Design	46,550	Lump Sum
<i>Subtotal (Subconsultants)</i>	<b>\$282,800</b>	Lump Sum

Kimley-Horn will not exceed the Total Lump Sum Fee without authorization from the County. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn's project number. All permitting, application and similar project fees will be paid directly by the County.

## ADDITIONAL SERVICES

Any services not specifically provided for in the Services identified above, as well as any changes in the scope requested by the County, will be considered Additional Services and will be negotiated and performed under a separate agreement. The following is a list of some specific services that are not included, but can be provided upon request:

1. Civil/Site Development and design services
2. Subsurface Utility Engineering (SUE) Surveys
3. Environmental studies and permitting, including Ecology, History, Air/Noise, and Archaeology
4. Environmental surveys, including wetland delineations
5. FEMA Floodplain Studies and Analyses
6. Geotechnical Investigations, including Environmental Site Assessments and Soil Surveys
7. Traffic study/model updates, including Intersection Control Evaluations (ICE)
8. External Roundabout Performance Checks and Peer Reviews
9. Georgia Soil and Water Conservation Commission (GSWCC) Permitting, including:
  - a. Erosion Control Cover
  - b. Erosion, Sedimentation, and Pollution Control General Notes
  - c. Erosion Control Legend and Uniform Codes
  - d. Erosion Control Drainage Area Map
  - e. Erosion Control Watershed Map and Site Monitoring
  - f. Erosion Control Construction Details
10. Intersection Sight Distance (ISD) Reports
11. Staging Plans
12. Structural Plans
13. Retaining Wall Envelopes
14. Special Design (non-GDOT Standard) Culverts
15. Landscaping Plans
16. Right of Way Plans

- 17. Utility design
- 18. Final Construction Plans
- 19. Bid Phase Services
- 20. Construction Phase Services
- 21. Public Involvement, including layouts on aerial mosaics

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the provisions of the "Indefinite Delivery Contract for Professional Engineering & Architectural Services" agreement between the Board of Commissioners of Effingham County, Georgia and Kimley-Horn and Associates, Inc.", dated June 1, 2021 and amended March 7, 2023, the terms which are incorporated by reference. As used in the agreement, "CONSULTANT" or "VENDOR" shall refer to **Kimley-Horn and Associates, Inc.**, and "BOARD" shall refer to the **Board of Commissioners of Effingham County, Georgia.**

If you would like for us to proceed with the services, please have an authorized person sign this Agreement and return to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at 912-328-4445 or [rhodes.hunt@kimley-horn.com](mailto:rhodes.hunt@kimley-horn.com).

Very truly yours,  
**KIMLEY-HORN**



Rhodes Hunt, PE  
 Project Manager



Chris Marsengill, PE, PTOE  
 Senior Project Manager

**Effingham County, Georgia**

SIGNED: \_\_\_\_\_

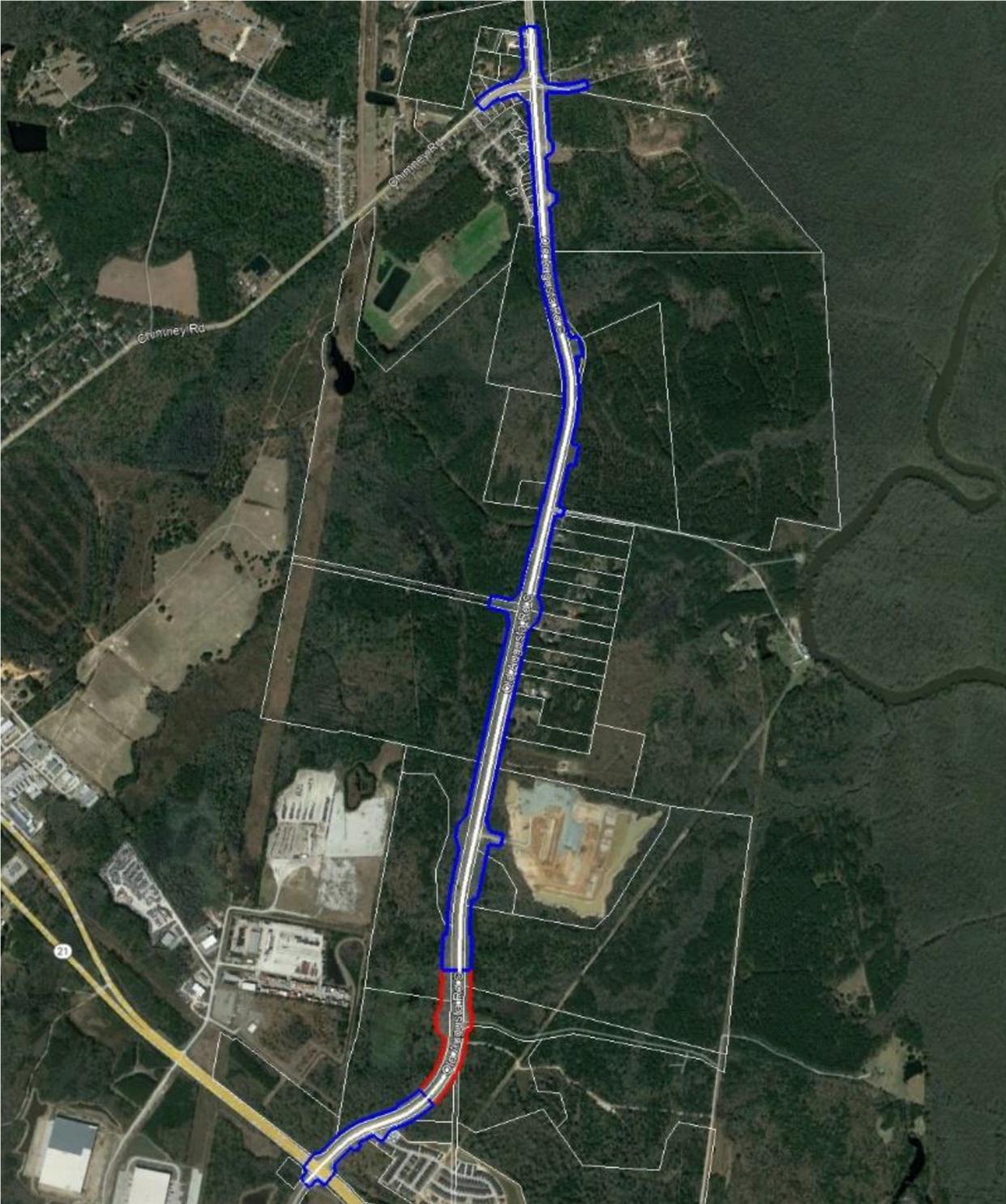
PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment: Topographic Survey Boundary

TOPOGRAPHIC SURVEY BOUNDARY



## Staff Report

**Subject:** Approval of Change Order for Peek Pavement for a decrease in the LMIG SAP Project

**Author:** Alison Bruton, Procurement and Capital Projects Manager

**Department:** Public Works

**Meeting Date:** February 6, 2024

**Item Description:** Change Order for Peek Pavement for a decrease in the LMIG SAP Project

**Summary Recommendation:** Staff recommends Approval of the Change Order for Peek Pavement for a decrease in 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.
- This change order has been requested to remove the flashing beacon signs due to vendor pricing increases associated with the alternative options and quantity selected. This will decrease the contract amount by **-\$58,000**. These signs will be procured through another vendor for \$36,000.00 and installed by EOM personnel.

### Alternatives for Commission to Consider

1. Approval of the Change Order for Peek Pavement for a decrease in the LMIG SAP Project by **-\$58,000.00**
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**Funding Source:** LMIG

**Attachments:** Change Order Form, Peek Pavement Agreement

# Change Order # 1

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

Contract Date: December 5<sup>th</sup>, 2023

Change Order Effective Date: January 11, 2023

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	UNITS	Unit Price	Total
	FLASHING BEACON (YELLOW) W/ SOLAR PANEL & POLE	6	6,750.00	40,500.00
	48" LED ENHANCED STOP SIGN, FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	2	8,750.00	17,500.00
	<b>TOTAL</b>			<b>58,000.00</b>

The original Contract Sum was.....\$ 225,163.84  
 Net change by previously authorized Change Orders.....\$ 0.00  
 The Contract Sum prior to this Change Order was.....\$ 225,163.84  
 The Contract Sum will be **decreased** by this Change Order.....**-\$ 58,000.00**  
 The new Contract Sum including this Change Order will be.....\$ 167,163.84  
 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: \_\_\_\_\_

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

Invitation For Bid #23-REQ-037  
 Title: 2023 LMIG SAP Roadway Restriping & Signage

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## 1. AGREEMENT

### 1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-REQ-0372023 LMIG SAP Roadway Restriping & Signage

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and PEEK PAVEMENT MARKING, LLC ("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:

The work will consist of an estimated 21.7 miles of roadway striping, RPM installation, rumble strips and traffic signage at various locations in the Unincorporated Area of Effingham County.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-REQ-037, 2023 LMIG SAP Roadway Restriping & Signage

#### 1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department's Consultant, Effingham County Board of Commissioners/EOM, 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 90 calendar 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

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 Title: 2023 LMIG SAP Roadway Restriping & Signage

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 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 \$225,163.84, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-REQ-037.

### 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-REQ-037 document
3. Supplemental Conditions, as listed in 23-REQ-037 document
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda not applicable
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 .

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- 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.

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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

Invitation For Bid #23-REQ-037

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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

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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 December 5, 2023 (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Catlett  
Title: Chairman

Attest: S. Johnson  
Title: County Clerk

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

CONTRACTOR: PEEK PAVEMENT MARKING, LLC

Brad Morgan  
By: Brad Morgan,  
VP of Finance & Admin

PEEK PAVEMENT MARKING, LLC  
4600 PEEK INDUSTRIAL DRIVE  
COLUMBUS, GA 31909

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Title: 2023 LMIG SAP Roadway Restriping & Signage

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

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

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELECTED VENDOR TOTALS**

Vendor	Total
PEEK PAVEMENT MARKING, LLC	\$225,163.84

**LOG LANDING ROAD ( 9,293 LF)**

LOG LANDING ROAD ( 9,293 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$1,950.00	\$1,950.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	18586	LF	\$0.17	\$3,159.62
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	16840	LF	\$0.17	\$2,862.80
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	1176	LF	\$0.12	\$141.12
X	564-1001	RAISED PVMT MARKERS, TP 1	466	EA	\$4.00	\$1,864.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	65	SF	\$23.00	\$1,495.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	175	SF	\$23.00	\$4,025.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	20	SF	\$24.00	\$480.00
X	636-2070	GALV STEEL POSTS, TP7	25	EA	\$145.00	\$3,625.00
Total						\$19,602.54

**RAHN STATION ROAD (18,269 LF)**

RAHN STATION ROAD (18,269 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$3,850.00	\$3,850.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	36538	LF	\$0.17	\$6,211.46
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	29025	LF	\$0.17	\$4,934.25
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	6055	LF	\$0.12	\$726.60
X	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	2	EA	\$500.00	\$1,000.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	80	LF	\$9.00	\$720.00
Total						\$17,442.31

**COURTHOUSE ROAD (20,985 LF) CONIFER TO MIDLAND**

COURTHOUSE ROAD (20,985 LF) Conifer to Midland					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$4,400.00	\$4,400.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	41970	LF	\$0.17	\$7,134.90

X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	13938	LF	\$0.17	\$2,369.46
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	18188	LF	\$0.12	\$2,182.56
X	564-1001	RAISED PVM T MARKERS, TP 1	804	EA	\$4.00	\$3,216.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	16	LF	\$9.00	\$144.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	75	SF	\$23.00	\$1,725.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	275	SF	\$23.00	\$6,325.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	32	SF	\$24.00	\$768.00
X	636-2070	GALV STEEL POSTS, TP7	54	EA	\$145.00	\$7,830.00
Total						\$36,094.92

SHAWNEE EGYPT ROAD (21,840 LF)						
SHAWNEE EGYPT ROAD (21,840 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$4,575.00	\$4,575.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	43680	LF	\$0.17	\$7,425.60
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	14090	LF	\$0.17	\$2,395.30
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	18080	LF	\$0.12	\$2,169.60
X	564-1001	RAISED PVM T MARKERS, TP 1	1092	EA	\$4.00	\$4,368.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	22	LF	\$9.00	\$198.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	30	SF	\$23.00	\$690.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	120	SF	\$23.00	\$2,760.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	9	SF	\$24.00	\$216.00
X	636-2070	GALV STEEL POSTS, TP7	57	EA	\$145.00	\$8,265.00
Total						\$33,062.50

MIDLAND ROAD ( 44,194 LF)						
MIDLAND ROAD ( 44,194 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$9,275.00	\$9,275.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	88388	LF	\$0.17	\$15,025.96
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	19689	LF	\$0.17	\$3,347.13
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	36754	LF	\$0.12	\$4,410.48
X	564-1001	RAISED PVM T MARKERS, TP 1	1411	EA	\$4.00	\$5,644.00

X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	22	EA	\$9.00	\$198.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	150	SF	\$23.00	\$3,450.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	250	SF	\$23.00	\$5,750.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	64	SF	\$24.00	\$1,536.00
X	636-2070	GALV STEEL POSTS, TP7	85	EA	\$145.00	\$12,325.00
Total						\$60,961.57

ALTERNATIVE

ALTERNATIVE					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	653-1501	5 IN SOLID WHITE THERMOPLASTIC STRIPE	0	LF	\$0.52	\$0.00
X	653-1502	5 IN SOLID YELLOW THERMOPLASTIC STRIPE	0	LF	\$0.52	\$0.00
X	653-3502	5 IN SKIP YELLOW THERMOPOASTIC STRIPE	0	LF	\$0.45	\$0.00
ALTERNATIVE						
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	-	FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	0	EA	\$6,750.00	\$0.00
X	-	FLASHING BEACON (YELLOW) W/ SOLAR PANEL & POLE	6	EA	\$6,750.00	\$40,500.00
X	-	48" LED ENHANCED STOP SIGN W/ SOLAR PANEL & POLE	0	EA	\$6,290.00	\$0.00
X	-	48" LED ENHANCED STOP SIGN, FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	2	EA	\$8,750.00	\$17,500.00
Total						\$58,000.00

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

Bond No. 20BCSJD0348

**CONTRACTOR:**

*(Name, legal status and address)*  
Peek Pavement Marking, LLC  
4600 Peek Industrial Drive  
Columbus, GA 31909

**SURETY:**

*(Name, legal status and principal place of business)*  
Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06115

**OWNER:**

*(Name, legal status and address)*  
Effingham County Board of Commissioners  
804 South Laurel Street  
Springfield, GA 31329

**CONSTRUCTION CONTRACT**

Date: December 5, 2023  
Amount: \$ Two Hundred Twenty Five Thousand One Hundred Sixty Three And 84/100 (\$225,163.84)  
Description:  
*(Name and location)*  
Bid No. 23-REQ-0372023 - LMIG SAP Roadway Restriping & Signage  
Effingham County, Georgia

**BOND**

Date: January 11, 2024  
*(Not earlier than Construction Contract Date)*

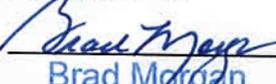
Amount: \$ Two Hundred Twenty Five Thousand One Hundred Sixty Three And 84/100 (\$225,163.84)  
Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Peek Pavement Marking, LLC

**SURETY Hartford Accident and Indemnity Company**

Company: *(Corporate Seal)*

Signature:   
Name and Title: **Brad Morgan,**  
**VP of Finance & Admin**

Signature:   
Name and Title: **Leslie A. Paulsen**  
**Attorney-In-Fact**



*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

H & H Insurance Services, Inc.  
3160 Campus Drive, Suite 100  
Norcross, GA 30071  
(678) 252-1470

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

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User Notes:

(1718896249)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

# POWER OF ATTORNEY

Direct Inquiries/Claims  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

Item X. 8.

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: H&H INSURANCE SERVICES INC  
 Agency Code: 20-260066

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Shirley A. Coleman, Michael A. Jones, Leslie A. Paulsen, Christopher B. Wortham, Derek Wortham of NORCROSS, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }  
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 11, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President

# AIA® Document A312™ – 2010

## Performance Bond

Bond No. 20BCSJD0348

**CONTRACTOR:**

*(Name, legal status and address)*  
Peek Pavement Marking, LLC  
4600 Peek Industrial Drive  
Columbus, GA 31909

**SURETY:**

*(Name, legal status and principal place of business)*  
Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06115

**OWNER:**

*(Name, legal status and address)*  
Effingham County Board of Commissioners  
804 South Laurel Street  
Springfield, GA 31329

**CONSTRUCTION CONTRACT**

Date: December 5, 2023

Amount: \$ Two Hundred Twenty Five Thousand One Hundred Sixty Three And 84/100 (\$225,163.84)

Description:

*(Name and location)*

Bid No. 23-REQ-0372023 - LMIG'SAP Roadway Restriping & Signage  
Effingham County, Georgia

**BOND**

Date: January 11, 2024

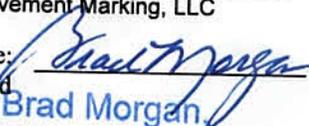
*(Not earlier than Construction Contract Date)*

Amount: \$ Two Hundred Twenty Five Thousand One Hundred Sixty Three And 84/100 (\$225,163.84)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Peek Pavement Marking, LLC

Signature:   
Name and Title: **Brad Morgan**  
*MP of Finance & Admin*

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY** Hartford Accident and Indemnity Company  
Company: *(Corporate Seal)*

Signature:   
Name and Title: **Leslie A. Paulsen**  
Attorney-In-Fact



**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

H & H Insurance Services, Inc.  
3160 Campus Drive, Suite 100  
Norcross, GA 30071  
(678) 252-1470

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



**DESCRIPTIONS (Continued from Page 1)**

POLICY NUMBER: ZAGLB9239305

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: ZAGLB9239305

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Staff Report

**Subject:** Approval of Agreement for the PREA Audit for the Effingham County Prison

**Author:** Alison Bruton, Procurement and Capital Projects Manager

**Department:** Prison

**Meeting Date:** February 6, 2024

**Item Description:** PREA Audit for the Effingham County Prison

**Summary Recommendation:** Staff recommends Approval of the Agreement for the PREA Audit for the Effingham County Prison

### Executive Summary/Background:

- PREA – Prison Rape Elimination Act
- Prison Staff requested proposals to conduct the PREA Audit for the Prison. Two quotes were submitted, and one was a no-bid.
  - Robert Lanier (Diversified Correctional Services, LLC) \$3,725.00
  - MP Wheeler \$5,200.00
- Staff requests approval of the agreement with Robert Lanier. The contract has been reviewed and approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Approval of Agreement for the PREA Audit for the Effingham County Prison with Robert Lanier (Diversified Correctional Services, LLC) for \$3,725.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Prison, County Attorney, P/CP

**Funding Source:** Prison Operating Budget

**Attachments:** Contract and Quotes

## CONTRACT

**Robert Lanier, BS, MA**  
**DBA DIVERSIFIED CORRECTIONAL SERVICES, LLC**  
**1825 Donald James Road**  
**Blackshear, Georgia 31516**

AND

### **EFFINGHAM COUNTY BOARD OF COMMISSIONERS/EFFINGHAM COUNTY CORRECTIONAL FACILITY**

This Contractor Agreement is made and entered into as of the 15<sup>th</sup> day of Feb, 2024, by and between the Board of Commissioners of Effingham County for the Effingham County Prison (hereinafter referred to as Agency) and Robert Lanier of 1825 Donald James Road, Blackshear, Georgia DBA Diversified Correctional Services, LLC. (hereinafter referred to as Contractor).

WHEREAS the Agency is desirous of entering into a contracting service agreement with Contractor for the purposes of providing auditing services, as hereinafter described as (Agreement), and the Agency is willing to enter into such an Agreement.

NOW THEREFORE, in consideration of the services to be provided by Contractor and the payments to be made by Agency, as hereinafter set forth, the parties hereto do mutually agree as follows:

The Contractor and Agency agree to comply with the following Prison Rape Elimination Act (PREA) Auditing Standards 28 C.F.R. 115.401-05.

**I. Diversified Correctional Services agrees to the following:**

- A. **Certified Auditor.** Auditors will be certified in conducting PREA audits of adult prisons, jails, lock-ups and community confinement facilities. The Auditor may be employed by an organization or be an individual contractor partner with other auditors or staff. However, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA auditing standards. The proposed auditor will be Mable Wheeler.. In the event Ms. Wheeler is unable, for unforeseen reasons, to conduct the audit, Diversified Correctional Services, LLC will provide another Certified Auditor in order to meet dates mutually agreed upon by both parties.
- B. **Auditor Staff.** The PRC allows the Certified Auditor to utilize assistants, as needed, to conduct the audit. Assistants must be qualified to perform those duties, as determined by the Certified Auditor. Assistants, if any, will work under the supervision of the Certified Auditor and will comply with all rules and regulations of the facility.

- C. **Auditor Expenses.** The auditor shall be responsible for all expenses incurred in conducting the audit, including travel, lodging and meals. In the event that additional trips have to be made following the on-site audit to assist the facility/program come into compliance with any identified major non-compliance areas the Agency shall bear all reasonable fees and expenses the Auditor may incur, including air fare, lodging, meals, rental car and reasonable fees.
- D. **Auditor Fees and Expenses.** The Auditor's fees for conducting PREA Audits of The Effingham County Correctional Institution: Three Thousand Seven Hundred Twenty-Five Dollars and 00/100 (\$3,725.00.) The Auditor/Diversified Correctional Services, LLC, shall be compensated by way of a one-time payment within 30 days of issuing the final report and upon acceptance of the final report by the Agency, this Agreement shall end.
- E. **Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.
- F. **Ex Parte Communication.** The Auditor shall be permitted to initiate and receive *ex parte* communications with the community stakeholders, the PREA Resource Center, the Department of Justice, facility staff, residents, and other interested parties.
- G. **Auditor Responsibility and Authority.** The Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the Agency's implementation and compliance with the National Standards. In order to accurately assess compliance at the facility, the Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, facility staff, and contractors; individually interview a sample of inmates; and conduct detailed reviews of resident records and other pertinent documents and reports. The Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions. The Auditor shall be responsible for independently verifying representations from the Agency regarding facility compliance.
- H. **Delivery of Contract to PRC.** Upon finalization, the Auditor shall provide a copy of this Contract to the PREA Resource Center for purposes of tracking Auditor activity if requested.
- I. **Auditing On-Site Schedule.** The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.
- J. **Public Statements.** Except as required or authorized by the PREA auditing standards; federal, state, or local law; judicial order; this contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements – including, but not limited to, statements to the press, conference presentations, lectures, or articles – with regard to: the status of the Agency's compliance or noncompliance with the PREA Standards, or any act or omission of the Agency or its agents, representatives, or employees.
- K. **Testimony.** Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the

status of the Agency's compliance or noncompliance with the National Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.

- L. **Conflict of Interest.** The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three-year period prior to the audit, or during the three-year period subsequent to the audit.
- M. **Auditor Independence.** Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditor's activities, reports, findings, or recommendations.
- N. **Termination of the Auditor.** The Auditor may be terminated if the Agency and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the Auditor's fitness to continue serving as the Auditor.
- O. **Audit Report Delivery.** The Auditor shall provide the preliminary audit report to the Agency PREA Coordinator and the facility Director within 30 calendar days of the conclusion of the auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.
- P. **Corrective Action Process.** If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the Auditor shall review and comment upon, deliverables provided to the auditor pursuant to the corrective action timeline and, if subsequent visits are necessary in order to confirm compliance, the Auditor shall travel to the site promptly, in order to confirm compliance with the applicable standard(s). Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

**II. The Agency/Facility/Program agrees to the following.**

- A. **Audit Timelines.** The Parties agree that the required audit activities will occur during the time line to be determined and agreed upon by the Agency and Contractor:
  - (a) **Pre-Audit:** Post Notice of Upcoming Audit (*Post notice at facility/program with auditor's contact information 60 days prior to the audit for confidential communication*).
  - (b) **Forty-five to thirty-days prior to the on-site audit date:** (*The facility/program will complete the DOJ Online Pre-Audit Questionnaire for Prisons. If the online questionnaire is not available, the facility/program will label the required information by standard and*

*requirement- example: 115.311 (a) – 1 and upload files on removable drive and overnight to Auditor)*

Facility/Program	Beds	Address	Post Audit Notice	DOJ-PRE Audit Questionnaire (Send to Auditor)	On-Site Visit
EFFINGHAM COUNTY CORRECTIONAL FACILITY	256 +/-		TBD	TBD	MARCH 19-20, 2024

**(c) On-Site Audit Date and Facility/Program Name:** *(The facility/program will schedule an Introduction Conference, Facility/Program Tour, Schedule Staff and Inmate Interviews, and Exist conference).*

- B. Maintenance of Documentation and Information.** Any and all of the documentation (including electronic documentation) required by the National Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain (via copy or scan) all such documentation prior to, during, and after the on-site visit.
- C. Auditor Access.** The Agency shall ensure that the Auditor has access to the facility, documentation (including electronically-stored information), personnel, and residents, consistent with the auditing standards, until the issuance of the final report.
- D. Posting of Auditor Contact Information.** The Agency shall ensure that auditor contact information, that will be provided by the Auditor, together with a statement of confidentiality, shall be conspicuously displayed in all resident housing units of the facility to be audited, for the six-week period prior to the on-site visit.
- E. External Advocacy Organizations.** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. § 115.401(o).
- F. Access to External Investigative Personnel.** The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National Standards to the Auditor.
- G. Auditor Workspace and Electronics.** During any on-site visit, the Agency shall provide the Auditor with a reasonably private workspace, and shall permit the Auditor to maintain a laptop computer and mobile telephone within that workspace. Internet connectivity will speed the audit process.
- H. Publication of Audit Report.** The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of the reports.

- I. **Retaliation Safeguards.** The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed or will file a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of the National Standards or this Contract and take corrective action identified through such investigations.
- J. **Mandatory and Discretionary Reporting Information.** The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of resident abuse in the relevant jurisdiction, and the Agency shall provide such information to the Auditor prior to the on-site visit. The Agency shall also inform the Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting. In the absence of direction on state law, the Auditor will be considered a mandatory child abuse reporter and report any notifications of abuse to the relevant state or local entity.
- K. **Primary Points of Contact.** The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the facility (e.g., mental health care, investigations, and housing classification).

III. **Standard Contract Provisions**

- A. **Conflict with PREA Standards.** If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.
- B. **Termination:** This contract shall terminate on a showing of good cause as indicated in Section II. (n) Or at the conclusion of services as agreed upon by the parties.
- C. **Appeals:** The agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination. If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit. Any time spent by the original auditor in resolving the appeal shall be paid by the agency unless the re-audit finds for the agency in each case.

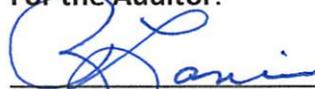
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first entered above, for themselves, their heirs, and assigns.

Signed:

Date:

1/9/2024

For the Auditor:

  
\_\_\_\_\_  
Robert Lanier, MA, President

**ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

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

**BY: \_\_\_\_\_ (Seal)**  
Wesley Corbitt  
Chairman

**ATTEST: \_\_\_\_\_ (Seal)**  
Stephanie Johnson  
Effingham County Clerk

## Janet Robere

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**From:** Melinda Allen <preaaudit@gmail.com>  
**Sent:** Tuesday, December 5, 2023 10:55 AM  
**To:** Janet Robere  
**Subject:** EXTERNAL:Re: Ms. Melinda Allen

I'm sorry. I do not have any availability in March 2024.

Melinda  
Sent from my iPhone. Please excuse grammar and spelling issues.

On Dec 5, 2023, at 9:57 AM, Janet Robere <JRobere@effinghamcounty.org> wrote:

Good Morning,

This email is regarding our PREA Audit coming up in March 2024. I would like to request a quote from you if that would be possible. Thank you so much.

<image001.png>

*Janet M. Robere  
Senior Counselor/PREA Compliance Manager/  
Release Coordinator  
Effingham County Prison  
P.O. 235  
321 Hwy 119 South  
Springfield, GA 31329  
(912) 754-2108 x7007  
(912) 754-8401 Fax*

*"The Georgia Department of Corrections protects the public by operating secure and safe facilities while reducing recidivism through effective programming, education and healthcare."*

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**Janet Robere**

---

**From:** Robert Lanier <rob@diversifiedcorrectionalservices.com>  
**Sent:** Saturday, November 18, 2023 3:40 PM  
**To:** Janet Robere  
**Subject:** EXTERNAL:Bid

Hello Ms Robere, Please accept this as Diversified Correctional Services, bid to conduct your PREA Audit for 2024.

\$3725

Thank you,

Rob

Please advise us if we are selected so we can begin the process.

\*\*\*\* This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. \*\*\*\*

## Janet Robere

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**From:** Mable wheeler <wheeler5p@hotmail.com>  
**Sent:** Wednesday, December 6, 2023 11:17 PM  
**To:** Janet Robere  
**Subject:** EXTERNAL:Bid for upcoming audit.

I bid \$5200.00 to conduct the upcoming PREA Audit for Effingham County Prison. Your consideration is greatly appreciated . Please advise if additional information is needed. M P Wheeler

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---

**From:** Janet Robere <JRobere@EffinghamCounty.org>  
**Sent:** Monday, July 25, 2022 10:21:53 AM  
**To:** wheeler5p@hotmail.com <wheeler5p@hotmail.com>  
**Subject:** request

Good Morning,

I sure hope you are healing well. I have been thinking about you hoping you are on the mend.

Just curious how Screven did on their PREA Audit?



*Janet M. Robere  
Senior Counselor/PREA Compliance Manager/  
Release Coordinator  
Effingham County Prison  
P.O. 235  
321 Hwy 119 South  
Springfield, GA 31329  
(912) 754-2108 x7007  
(912) 754-8401 Fax*

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## Staff Report

**Subject:** Approval of Utility Easement Agreement with the Effingham County IDA

**Author:** Alison Bruton, Procurement and Capital Projects Manager

**Department:** Water/Sewer

**Meeting Date:** February 6, 2024

**Item Description:** Approval of Utility Easement Agreement

**Summary Recommendation:** Staff recommends Approval of the Utility Easement Agreement between Effingham County BOC and the Effingham County IDA

### Executive Summary/Background:

- This utility easement is necessary due to the Hodgeville Sanitary Sewer Force Main project that will be construction along Hodgeville Road and affect the IDA property. Currently there is a 20' r/w and this agreement allows for an additional 15' utility easement.
- This agreement has been reviewed and approved to form by the County Attorney and IDA/Omnitrax personnel. Staff recommends approval.

### Alternatives for Commission to Consider

1. Approval of Utility Easement Agreement with the Effingham County IDA
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Attorney, County Manager, EMC Engineering (engineer for project), T&H, P/CP

**Funding Source:** NA for the agreement

**Attachments:** Utility Easement Agreement

Record and return to:  
 The Newberry Law Firm, P.C.  
 Post Office Box 790  
 Springfield, GA 31329

STATE OF GEORGIA  
 COUNTY OF EFFINGHAM

### UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Effingham County Industrial Development Authority (hereinafter referred to as "IDA") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the IDA owns certain real property known as Tax Parcel No. 04330001 and 04330001D00 and further described in Deed Book 1548, Page 81 in the records of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as "IDA Property"); and

WHEREAS, the IDA and the County desire to enter into this Agreement granting the County the right to use the utility easements as shown as "Exhibit A" and "Exhibit D" on that certain plat attached hereto as Exhibit "A" and made a part hereof by this reference (hereinafter referred to as "Easement Premises"); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do covenant and agree as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.
2. **Utility Easement.**
  - a. **Grant.** The IDA does hereby grant, bargain, sell and convey unto the County, its successors and assigns, and creates and establishes for the benefit of the County and its successors and assigns, a perpetual, appurtenant, non-exclusive fifteen foot (15') utility easement (which can be over, under, and across the easement premises) including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent the County considers desirable) of lines, pipes, and other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities. Said 15 foot

utility easement is for the purposes of installing, maintaining, operating, and repairing a forced main line being approximately eighteen inches (18") in diameter. Said 15 foot easement is shown on that certain plat attached hereto as Exhibit "A" and made a part hereof by this reference. To have and to hold unto the County, its successors and assigns, forever.

- b. Nature and Purpose. The Utility Easement is for the purpose of providing utilities across the lands of the IDA and shall now and forever encumber and run with the land of the IDA. The Utility Easement is for the use and benefit of the County and its contractors, employees, agents, vendors, guests, licensees and invitees.
- c. Conditions and Restrictions. The County shall have the right, but not the obligation to cut, trim, and remove trees and brush which may impede or interfere with the County's use. The County will not disturb the current access driveways over which the Utility Easement runs. The IDA hereby warrants title to the easement herein granted and conveyed to the County. The IDA warrants that the easement is free and clear of all liens and encumbrances. The IDA agrees to protect and defend the title from and against all persons claiming by, through, or under the IDA.

3. Terms, Conditions and Restrictions.

- a. Maintenance. The County shall maintain the Easement Premises as it deems necessary and in its sole discretion. The County shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Easement Premises or owners thereof.
- b. Personal Property. The County shall own all personal property that it installs within the Easement Premises.
- c. Other Easements. The IDA shall make no other easement upon the portion of the premises covered by this easement agreement without the prior written approval of the County.
- d. Miscellaneous. 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 comprise 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.

**Effingham County Industrial Development Authority**

BY: *[Signature]* L.S.  
Sign Name

MATT SAXON  
Print Name

ITS: Authorized Signer / *CEO*

ATTESTED BY:

BY: *[Signature]* L.S.  
Sign Name

LON HARDEN  
Print Name

ITS: Authorized Signer / *Secy*

Signed, sealed and delivered this  
18 day of JANUARY, 2024, in  
the presence of:

*[Signature]*  
WITNESS

*[Signature]*  
NOTARY PUBLIC

**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 \_\_\_\_\_, 20\_\_\_\_, in  
the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC







## Staff Report

**Subject:** GA Medicaid Fee-for-Service Ground Ambulance Upper Payment Limit Supplemental Payment Program

**Author:** Mark W. Barnes, Finance Director

**Department:** Finance Department

**Meeting Date:** 2/6/24

**Item Description:** Consideration to accept participation in the Georgia Department of Community Health (DCH) to participate in the GA Medicaid Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Supplemental Payment Program.

### Summary Recommendation:

Staff is recommending participation in the Georgia Department of Community Health (DCH) to participate in the GA Medicaid Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Supplemental Payment Program.

### Executive Summary:

On behalf of the Georgia Department of Community Health (DCH), Myers and Stauffer LC, sent a letter containing information regarding the GA Medicaid FFS Ground Ambulance UPL Supplemental Payment Program. DCH is implementing a Medicaid supplemental payment for in-state, government-owned (hospital affiliated or free-standing) ground ambulance providers. The purpose of the supplemental payment is to provide additional Medicaid reimbursement to ensure access to ambulance services for Medicaid enrollees. At this time, the supplemental payment will apply to the Medicaid FFS program only. The supplemental payment is in addition to the claim payment a provider receives when submitting FFS claims for ambulance services.

The supplemental payment will not exceed an established upper payment limit. DCH has determined the UPL will be based on commercial rate information through the calculation of an average commercial rate (ACR) for each applicable ambulance service. The supplemental payment will apply to the following ambulance services:

- A0425 - Mileage
- A0426 - Advanced Life Support (ALS, Non-Emergency)
- A0427 - Advanced Life Support (ALS, Level 1, Emergency)
- A0428 - Basic Life Support (BLS, Non-Emergency)
- A0429 - Basic Life Support (BLS, Emergency)
- A0433 - Advanced Life Support, Level 2 (ALS Level 2, Emergency)
- A0434 - Specialty Care Transport

The program was approved by the federal Centers for Medicare and Medicaid Services (CMS). The program will be effective for Medicaid FFS ambulance services provided on

and after January 1, 2020. The supplemental payment will be issued twice a year in January and July.

Participation in the ambulance UPL program is voluntary. To participate, eligible in-state, government-owned (hospital affiliated or free-standing) ground ambulance providers must submit the required information. All documentation must be submitted through the Myers and Stauffer secure FTP site, on behalf of DCH.

**Background:**

1. Participation in the ambulance UPL program is voluntary.
2. There is no cost share requirement but the non-federal had to be transferred to the state of Georgia through the use of an IGT which is the transfer of public funds from a unit of government to the state Medicaid agency.
3. The IGT payment to DCH would be \$8,773.20.
4. The total payment that Effingham would receive back from DCH is \$25,720.31, effectively meaning the County would receive the net of \$17,344.92 in funding.

**Alternatives for Commission to Consider:**

1. Approve to accept participation in the GA Medicaid FFS Ground Ambulance UPL Supplemental Payment Program.
2. Do not approve to accept participation in the GA Medicaid FFS Ground Ambulance UPL Supplemental Payment Program.
3. Provide staff with direction.

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve to accept participation in the GA Medicaid FFS Ground Ambulance UPL Supplemental Payment Program.

**Other Alternatives:**

N/A

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

Effingham County Emergency Medical Services

**Funding Source:**

There is no cost share requirement but the non-federal share had to be transferred to the state of Georgia through the use of an IGT.

**Attachments:**

GA Medicaid FFS Ground Ambulance UPL Supplemental Payment Program payment information



**Brian P. Kemp, Governor**

**Russel Carlson, Commissioner**

2 Martin Luther King Jr. Drive SE, East Tower | Atlanta, GA 30334 | 404-656-4507 | www.dch.georgia.gov

Date: January 18, 2024  
 To: Chief Executive Officer/Chief Financial Officer  
 From: Kim S. Morris, Director of Reimbursement  
 Division of Financial Management  
 Subject: State Fiscal Year 2024 FINAL Upper Payment Limit (UPL) Ground Ambulance Payments (Claim Period Covered: January 1, 2022 – December 30, 2022)  
 000187404A EFFINGHAM COUNTY EMS

**BY ELECTRONIC MAIL**

The Department of Community Health “the Department” has received approval from the Centers for Medicare and Medicaid Services (CMS) for the SFY 2024 Ground Ambulance Payments UPL calculation. On March 23, 2023, the Department paid an interim supplemental payment to eligible ambulance providers. The Department will pay the final payment (net of first interim payment) by February 29, 2024. Information regarding the schedule of events, notice of intent, UPL payment calculation and intergovernmental transfer amounts are attached.

For EFFINGHAM COUNTY EMS, the UPL payment of \$81,804.20 was calculated using the tables below.

HCPCS Code Description	Final Medicaid Units	Final Average Commercial Rate (ACR)	Final Upper Payment Limit (UPL)	Final Medicaid Payments	Final Third-Party Payments	Final Total Medicaid Payments	Final Supplemental Payment
A0425	1,792	\$ 9.30	\$16,656.64	\$8,816.64	\$ 0.00	\$8,816.64	\$7,840.00
A0426	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A0427	77	\$ 399.98	\$30,798.65	\$25,019.61	\$ 0.00	\$25,019.61	\$5,779.04
A0428	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A0429	87	\$ 394.82	\$34,348.91	\$22,247.64	\$ 0.00	\$22,247.64	\$12,101.27
A0433	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A0434	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Total</b>	<b>1,956</b>	<b>\$ 804.10</b>	<b>\$81,804.20</b>	<b>\$56,083.89</b>	<b>\$ 0.00</b>	<b>\$56,083.89</b>	<b>\$25,720.31</b>

<b>Interim Payment Paid March 23, 2023</b>	<b>\$ 0.00</b>
<b>Balance of Payment Due To Provider</b>	<b>\$25,720.31</b>

\$16,947.11 Federal Share  
 \$8,773.20 State Share (IGT) – **Provider Payment To DCH**  
\$25,720.31 Final Supplemental UPL Payment

The intergovernmental transfer (IGT) must be received by noon on February 15, 2024, to ensure providers receive their payment by February 29, 2024. If an IGT is not received by the deadline, the provider's supplemental UPL payment will be delayed.

To assure that the timely receipt of intergovernmental transfers (IGT) can be confirmed, a Notice of Intent to Transfer Form must be submitted by Wednesday, February 6, 2024, to document the expected method of transfer. The Department has implemented use of DocuSign, an electronic signature program, for the completion and submission of the completed Notice of Intent to Transfer Form. Use this link ([click here](#)) to access the Notice of Intent to Transfer Form. The Notice of Intent to Transfer Form should only be completed by an authorized provider representative.

The February 29, 2024, payment will be issued by ACH to the bank account listed in the Georgia Medicaid Management Information System (GAMMIS) for your facility.

Typically, there is a 3 or 4-day delay between when ACH transactions are initiated and when the funds are deposited into a provider's bank account.

**Please be aware that the Centers of Medicare and Medicaid Services (CMS) reserves the right to adjust the UPL calculation either positively or negatively.**

If you have any questions, please contact Angelica Clark Hester, Senior Manager at [aclark@dch.ga.gov](mailto:aclark@dch.ga.gov).



### Instructions for Ground Ambulance UPL Intergovernmental Transfers

Please note that separate instructions are provided for payments made by wire transfers or by ACH transfers.

- Intergovernmental transfer for Ground Ambulance UPL payment is **due by 12 p.m. on Thursday, February 15, 2024. NO EXCEPTIONS**
- Intergovernmental Transfers can be accepted only from hospital authorities or other governmental entities. Transfers cannot be accepted from participating providers.
- **Payments can only be made by wire transfer or ACH transfer; no checks will be accepted.**
- Payment made by wire transfer should be sent to:

Bank Routing Number: 021000021  
SWIFT CODE: CHASUS33

General Bank Ref Address: JPM Chase  
383 Madison Avenue  
New York, NY 10017

Account Number: 20000011129927  
Account Name: Intergovernmental Transfers

**Please include as “attached information” the name of the Ground Ambulance provider affiliated with the hospital authority or governmental entity.**

- Payment made by ACH transfer should be sent to:

Bank Routing Number: 028000024  
Account Number: 20000011129927  
Account Name: Intergovernmental Transfers

**Please include as “attached information” the name of the Ground Ambulance provider affiliated with the hospital authority or governmental entity.**

Questions regarding transfer procedures should be directed to Ms. Rochella Chimedza, Revenue Manager by e-mail at [rochella.chimedza@dch.ga.gov](mailto:rochella.chimedza@dch.ga.gov) or by telephone at (470) 540-3949.

## Staff Report

**Subject:** FY 2023 Budget Amendment  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 2/6/24  
**Item Description:** Consideration to approve an amendment to the FY 2023 Budget.

### Summary Recommendation:

Staff recommends approval of this FY 2023 budget amendment.

### Executive Summary:

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

### Background:

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

The budget amendment attached reflects the following changes:

1. Re-allocation of existing general fund budget:
  - a. Re-allocation of existing budget due to reclassification of vehicle and copier lease expenses due to accounting standard GASB 87.
2. New funding is requested for some special funds:
  - a. Allocation of non-cash GASB 87 loan proceeds revenue.

### Alternatives for Commission to Consider:

1. Approve the Resolution to amend the budget for FY 2023.
2. Provide staff with direction.

**Recommended Alternative:**

Staff recommends alternative number 1 – approve the resolution to amend the budget for FY 2023.

**Other Alternatives:** N/A

**Department Review:** Finance

**Funding Source:**

Multiple, in amendment

**Attachments:**

FY 2023 budget amendment resolution

**State of Georgia  
County of Effingham**

**RESOLUTION TO AMEND THE FY2022-2023 BUDGET**

WHEREAS, the FY 2023 budget of Effingham County was adopted on June 21<sup>st</sup>, 2022 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	BUDGET AMENDMENTS	ACCT NO.	TYPE	AMOUNT	DESCRIPTION
003	SOLICITOR'S OFFICE	CAPITAL LEASE PRINCIPAL	100-2301-003-58-1200	EXP	1000.00 to re-allocate for GASB 87 leases
004	PROBATE COURT	CAPITAL LEASE PRINCIPAL	100-2450-004-58-1200	EXP	1000.00 to re-allocate for GASB 87 leases
005	CLERK OF COURTS	CAPITAL LEASE PRINCIPAL	100-2150-005-58-1200	EXP	12000.00 to re-allocate for GASB 87 leases
006	STATE COURT	CAPITAL LEASE PRINCIPAL	100-2300-006-58-1200	EXP	500.00 to re-allocate for GASB 87 leases
008	ELECTIONS	CAPITAL LEASE PRINCIPAL	100-1410-008-58-1200	EXP	3000.00 to re-allocate for GASB 87 leases
010	MAGISTRATE COURT	CAPITAL LEASE PRINCIPAL	100-2400-010-58-1200	EXP	1000.00 to re-allocate for GASB 87 leases
012	TAX ASSESSORS	CAPITAL LEASE PRINCIPAL	100-1550-012-58-1200	EXP	1000.00 to re-allocate for GASB 87 leases
013	TAX COMMISSIONER	LEASED EQUIPMENT	100-1545-013-54-9999	EXP	4000.00 to re-allocate for GASB 87 leases
014	HUMAN RESOURCES	CAPITAL LEASE PRINCIPAL	100-1540-014-58-1200	EXP	3500.00 to re-allocate for GASB 87 leases
015	FINANCE	OPERATING LEASES/RENTAL COPIER	100-1510-015-52-2321	EXP	1000.00 to re-allocate for GASB 87 leases
015	FINANCE	CAPITAL LEASE PRINCIPAL	100-1510-015-58-1200	EXP	1000.00 to re-allocate for GASB 87 leases
016	PRISON	CAPITAL LEASE PRINCIPAL	100-3420-016-58-1200	EXP	2000.00 to re-allocate for GASB 87 leases
018	ECSSO - JAIL	CAPITAL LEASE PRINCIPAL	100-3326-018-58-1200	EXP	1500.00 to re-allocate for GASB 87 leases
020	EMA	LEASED EQUIPMENT	100-3100-020-54-9999	EXP	38000.00 to re-allocate for GASB 87 leases
020	EMA	CAPITAL LEASE PRINCIPAL	100-3100-020-58-1200	EXP	2000.00 to re-allocate for GASB 87 leases
032	SENIOR CITIZENS	CAPITAL LEASE PRINCIPAL	100-5520-032-58-1200	EXP	100.00 to re-allocate for GASB 87 leases
053	PROBATION	CAPITAL LEASE PRINCIPAL	100-3450-053-58-1200	EXP	1000.00 to re-allocate for GASB 87 leases
117	ECSSO - SRO	SALARIES	100-3310-117-51-1100	EXP	-73600.00 to re-allocate for GASB 87 leases
024	DEVELOPMENT SERVICES	LEASED EQUIPMENT	272-7401-024-54-9999	EXP	56000.00 to re-allocate for GASB 87 leases
024	DEVELOPMENT SERVICES	CAPITAL LEASE PRINCIPAL	272-7401-024-58-1200	EXP	17000.00 to re-allocate for GASB 87 leases
024	DEVELOPMENT SERVICES	PROCEEDS FROM CAPITAL LEASE	272-39-3500	REV	-73000.00 to allocate non-cash GASB 87 revenues
029	RECREATION	CAPITAL LEASE PRINCIPAL	270-6110-029-58-1200	EXP	7000.00 to re-allocate for GASB 87 leases
029	RECREATION	AUTOS & TRUCKS	270-6110-029-54-2201	EXP	-7000.00 to re-allocate for GASB 87 leases
035	E911	CAPITAL LEASE PRINCIPAL	215-3800-035-58-1201	EXP	1500.00 to re-allocate for GASB 87 leases
035	E911	SALARIES	215-3800-035-51-1100	EXP	-1500.00 to re-allocate for GASB 87 leases
					<b>0.00 net entries</b>

The amendment is to re-allocate expenses for the GASB 87 lease accounting standard, wherein vehicle and copier lease expenses must be classified as debt service.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attest:

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

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

## Staff Report

**Subject:** FY 2024 Budget Amendment  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 2/6/24  
**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 additional funding for Development Services in several categories, including legal advertisements, training courses and membership dues, uniforms, and operating supplies.

### 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:**

Multiple

**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 6<sup>th</sup>, 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
272	DEV. SERVICES	UNIFORMS	272-7401-024-53-1701-1	EXP	2400.00	allocate funding for additional uniforms
272	DEV. SERVICES	ADVERTISEMENT	272-7401-024-52-3301-1	EXP	9600.00	allocate funding for legal advertisements
272	DEV. SERVICES	OPERATING SUPPLIES	272-7401-024-53-1102	EXP	11060.00	allocate funding for workshops, field tablets, phones
272	DEV. SERVICES	TRAINING SCHOOLS & SEMINAR	272-7401-024-52-3702	EXP	4200.00	allocate funding for wetland & stormwater training
272	DEV. SERVICES	MEMBERSHIP DUES	272-7401-024-52-3705	EXP	7240.00	allocating funding for professional org dues
272	DEV. SERVICES	BUILDING PERMITS	272-32-3100	REV	-34500.00	allocate increased revenues
						0.00 net entries

This amendment allocates funding for Development Services in several categories, including legal advertisements, training courses and membership dues, uniforms, and operating supplies.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attest:

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

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

## Staff Report

**Subject:** Approval and publication of new job descriptions and job titles for various departments.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** February 6, 2024

**Item Description:** Approval and publication of new job descriptions and job titles for various departments.

### Summary Recommendation:

Staff requests authorization to approve and publish new job descriptions and titles for various departments.

### Executive Summary/Background

*Solid Waste Coordinator:* this position is responsible for planning, developing, coordinating, implementing, and promoting recycling and waste reduction programs and activities for county departments, supervisors, department Director and employees, and the residents of unincorporated areas.

*Health, Wellness, and Safety Coordinator:* This position investigates and mitigates loss or potential loss to the County, ensures the safety of our workforce, and performs administrative duties in support of the County's Risk Management Program. This position will also coordinate, plan, and facilitate health and fitness activities and programs for employees while supporting the Director and assisting with coordinating a comprehensive wellness program.

### Alternatives for Commission to Consider

1. Approve the job descriptions and titles and authorize publication and distribution.
2. Disapprove the job description and guide staff.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager, Development Services, and Human Resources.

**Funding Source:** Funding through current budgets.

**Attachment:** Solid Waste Coordinator Job Description  
Health, Wellness, and Safety Coordinator Job Description



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Health, Wellness, and Safety Coordinator</b>	<b>Job Code:</b>
<b>Reports to: Director, HR and Risk Management</b>	<b>FLSA Status: Non-Exempt</b>
<b>Department: HR and Risk Management</b>	<b>Approved:</b>

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

### **Position Overview:**

The position investigates and mitigates loss or potential loss to the County, ensures the safety of our workforce, and performs administrative duties in support of the County's Risk Management Program. I coordinated, planned, and facilitated health and fitness activities and programs for employees while supporting the Director and assisting with coordinating a comprehensive wellness program.

### **Principal Duties and Responsibilities (Essential Functions\*\*):**

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

Oversees and monitors liability claims activities, investigates incidents/accidents, and recommends solutions to minimize exposure.

Prepares quarterly loss data reports for trending, loss comparisons, and safety analysis.

Monitors claim activities, ensuring correct information is relayed to insurance companies and employees.

Provides recommendations/actions for problem-solving in safety, loss control, and other risk management areas.

Facilitates oversight and monitoring of driver's license program and drug and alcohol testing for post-injury, post-accident, and safety-sensitive programs.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Health, Wellness, and Safety Coordinator</b>	<b>Job Code:</b>
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Conducts annual on-site property inspections with ACCG representatives and ensures corrective actions are completed promptly.

Provides training classes in various areas of driving, accident, and liability issues.

Serves as a Haz-Mat responder, providing information on property damage/liability. Ensures employees responding have necessary Personal Protective Equipment (PPE) procedures are followed to limit employee injury.

Assists with leading a comprehensive wellness program.

Coordinates, plans, and facilitates employee health and fitness activities and programs.

Plans and implements classes, speakers, and seminars that promote healthy lifestyles.

Develops promotion and publicity plans for wellness throughout the County.

Provides educational presentations and training programs.

Assists the Director with the Wellness Committee.

Regular and routine attendance at work is required.

Work schedules to include rotating shifts, hours of work, and days off may be changed at any time for the County's needs and at the supervisor's discretion.

### **Minimum Qualifications**

Bachelor's degree in risk management, with one (1) year experience in accident investigation, risk management, or safety regulation enforcement or a bachelor's degree in business or public administration, with additional training in safety regulations, insurance, risk management; or an equivalent combination of education, training, and experience.

Must possess and maintain a valid driver's license with an acceptable driving history.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Health, Wellness, and Safety  
Coordinator**

**Job Code:**

### **Knowledge, Skills, and Abilities**

Knowledge of Workers' Compensation procedures, policies, and laws.

Knowledge of accident investigation techniques.

Knowledge of modern office practices and procedures.

Knowledge of computers and other modern office equipment.

Skill in public and interpersonal relations.

Skill in oral and written communications.

### **ADA Compliance**

**Physical Ability:** Tasks require the ability to exert moderate, though not constant, physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing, or pulling of objects and materials of moderate weight (20-50 pounds).

**Sensory Requirements:** See in the normal visual range with or without correction; vision sufficient to read computer screens. Some tasks require perceiving and discriminating sounds, depth, and visual cues or signals.

**Environmental Factors:** Primary functions require sufficient physical ability to work in an office setting and operate office equipment. Some essential functions' performance may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, toxic agents, or pathogenic substances.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Solid Waste Coordinator</b>	<b>Job Code:</b>
<b>Reports to: Development Services Director</b>	<b>FLSA Status: Non-Exempt</b>
<b>Department: Development Services</b>	<b>Approved</b>

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

### **Position Overview:**

The purpose of this position is ensuring compliance with the solid waste contract, to provide excellent customer service, to ensure collections are done on time and according to the contract terms, to notify the County Manager when the contract is up for renewal, to accurately keep a database of customer complaints and questions, responses given to said complaints. Work in conjunction with the Finance department for accurate collections of tax money for the containers that have been distributed. Ensure compliance with federal, state, and local regulations involving the transfer station.

### **Principal Duties and Responsibilities (Essential Functions\*\*):**

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

Plans, develops, coordinates, implements, and promotes recycling and waste reduction programs and activities for county departments, supervisors, department Director and employees, and the residents of unincorporated areas.

Develops specifications and requests for proposal or qualifications for consulting and contract services, implements, and monitors various program contracts including review of work and authorizing payment.

Assists in monitoring contractor performance for contracts including Waste to Energy (WTE) and landfill disposal facilities and various programs through field inspections and data review.

Develops budgets and monitors expenditures for assigned projects.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Solid Waste Coordinator</b>	<b>Job Code:</b>
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Develops, prepares, and maintains standard operating procedures for various functions within the department.

Tracks trends of scale house customer service needs, expectations, and recurring problems, analyzes, develops and updates transfer station customer service processes, prepares flow charts, and makes recommendations for change.

Develops and updates emergency plans on preparedness, response, recovery, and mitigation for all possible disasters that could affect Pinellas County.

Coordinates programs and activities with federal, state, and local agencies, municipalities, public school, and local businesses to support a concerted effort toward achievement of the state mandated percentage recycling goal.

Monitors, inspects, and coordinates contract requirements concerning WTE facility operation, landfill operation, franchise collection, and reef construction.

Compiles data for statistical tabulation and analysis; submits comprehensive reports to state and local officials covering the current accomplishments of recycling and Coordinates department website updates.

Performs educational outreach by giving tours and presentations.

Provides information to the public about: trash, recycling, medicine disposal, and disposal of chemicals and electronics.

Responds to customer inquiries and complaints related to assigned contracts and programs.

Performs other related job duties as assigned waste reduction programs.

Duties and responsibilities may be added, deleted, or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor to fit the needs of the County.

Regular and routine attendance at work is required.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Solid Waste Coordinator</b>	<b>Job Code:</b>
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Performs other related duties as assigned.

Performs related duties as required.

### **MINIMUM QUALIFICATIONS**

High school diploma or GED; supplemented by college level course work or specialized training in building trades, criminal justice, public administration, or other related fields such as International Code Council (ICC), Georgia Association of Code Enforcement (GACE), or Peace Officer Standards and Training (P.O.S.T); and three (3) years previous experience and/or training involving a high level of public contact with some experience dealing with the public in an enforcement, inspection, investigation, or customer service capacity; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia driver's license. Must possess or can obtain certification as a Code Enforcement Officer issued by the ICC or GACE.

### **PERFORMANCE APTITUDES**

#### **Data Utilization:**

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

#### **Human Interaction:**

Requires the ability to apply principles of persuasion and/or influence.

#### **Equipment, Machinery, Tools, and Materials Utilization:**

Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Solid Waste Coordinator</b>	<b>Job Code:</b>
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### **Verbal Aptitude:**

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

### **Mathematical Aptitude:**

Requires the ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio, and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

### **Functional Reasoning:**

Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

### **Situational Reasoning:**

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

## **ADA COMPLIANCE**

### **Physical Ability:**

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

### **Sensory Requirements:**

Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Solid Waste Coordinator</b>	<b>Job Code:</b>
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### Environmental Factors:

Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, wetness, humidity, temperature extremes, or traffic hazards.

\*\* To comply with regulations by the American with Disabilities Act (ADA), the principal duties in job descriptions must be essential to the job. To identify essential functions, focus on the purpose and the result of the duties rather than the way they are performed. The following definition applies: a job function is essential if removal of that function would fundamentally change the job.

## **Staff Report**

**Subject:** Approval of Amendment to Administrative Services Agreement.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** February 6, 2024

**Item Description:** Request approval of Amendment to Administrative Services Agreement

### **Summary Recommendation**

Staff recommends approving this amendment, which took effect March 1, 2023, for Disease Management services.

### **Alternatives**

1. Recommend approval of Amendment to Administrative Services Agreement.
2. Disapprove and provide staff with guidance on how to proceed.

**Other Alternatives:** None

**Department Review:** County Manager and Human Resources.

**Funding Source:** None

**Attachment:** 0323- Effingham County Board of Commissioners- Amendment.

**AMENDMENT TO  
ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment to the Administrative Services Agreement (this “**Amendment**”) dated as of **March 01, 2023** (the “**Amendment Effective Date**”) amends the Administrative Services Agreement (the “**Agreement**”) entered into as of **January 01, 2021**, as amended, by and between Meritain Health, Inc. (“**Meritain**”) and **Effingham County Board of Commissioners** (“**Client**”) as follows:

**1. FEE SCHEDULE**

A. The Administrative Rates set forth under Section 1 of the Fee Schedule is hereby amended to add the following new Administrative Fees commencing as of **March 01, 2023** through **December 31, 2023**:

<b>Administrative Services</b>	<b>Fee</b>	<b>Frequency of Occurrence</b>
Disease Management (plus a \$130 per hour case fee)	\$2.10	Per Employee Per Month

B. As of **March 01, 2023** the following Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted:

<b>Administrative Services</b>	<b>Fee</b>	<b>Frequency of Occurrence</b>
Disease Management (plus a \$130 per hour case fee)	\$1.25	Per Employee Per Month

**2. ADMINISTRATIVE SERVICES SCHEDULE.**

A. Section 3 of the Administrative Services Schedule of the Agreement is hereby amended to add the following new paragraph:

Meritain, through its affiliate Aetna, has value-based contracting (“VBC”) arrangements with contracted Providers within the PPN (“Network Providers”). These arrangements reward providers based on indicators of value, such as, effective population health management, efficiency and quality care. Contracted rates with Network Providers may be based on fee-for-service rates, case rates, per diems, performance-based contract arrangements, risk-adjustment mechanisms, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. These mechanisms may include payments to physicians, physician groups, health systems, and other Provider organizations, including but not limited to organizations that may refer to themselves as accountable care organizations and patient-centered medical homes, in the form of periodic payments and incentive arrangements based on performance. Meritain will process any incentive payments or other payments or adjustments attributable to the Plan in accordance with the terms of each VBC arrangement or adjustment mechanism. Each customer’s results will vary. It is possible that incentives paid to a particular Network Provider or health system may be required even if Client’s own population did not experience the same financial or qualitative improvements. It is also possible that incentives will not be paid to a Network Provider even if Client’s own population did experience financial and quality improvements. Upon request, Meritain will provide additional information regarding our VBC arrangements. In lieu of VBC payments some Network Providers may charge an additional network access fee for a preferred network arrangement. In instances where this may be applicable, Client will be responsible for the fee.

**3. MISCELLANEOUS**

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

Item X. 15.

**MERITAIN HEALTH, INC.**

**EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS**

*Michael S. Thomas*

Name: Michael S. Thomas  
Title: Regional President  
Date: December 12, 2023

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Staff Report

**Subject:** City of Springfield Annexation - Map# 410 Parcel# 61-63  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** February 6, 2024  
**Item Description:** Consideration to approve a Petition for Annexation as submitted by the City of Springfield for a property consisting of approximately 9.25 acres located adjacent to GA Hwy 21 Map# 410 Parcel# 61-63

### Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, this parcel is contiguous with other properties within the city limits of Springfield.

### Executive Summary:

As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

A public hearing of the City of Springfield's Planning & Zoning Board and the Mayor and City Council will be held February 27, 2024, at 6:00 pm to consider this petition. Said property is currently zoned AR-1, proposed zoning upon annexation will be B-1.

### Background:

Annexation documentation was received via certified mail from the City of Springfield. This parcel identified as Map# 410 Parcel# 61-63 consisting of approximately 9.25 acres, remaining property approximately 63.25 acres (*owned by Lynda & John E. White*) is located on GA Hwy 21. This property lies within the Springfield's water and sewer service area.

### Alternatives for Commission to Consider:

1. Acknowledge the Petition Requesting Annexation as presented by the City of Springfield
2. Do not approve the Petition Requesting Annexation.

**Recommended Alternative:** Staff leaves the decision to the Board's discretion.

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

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

### Attachments:

1. Petition for Annexation
2. Aerial Map (*related parcels and depicting city boundary*)



Tim Callanan  
 County Administrator, Effingham County  
 804 S. Laurel Street  
 Springfield, GA 31329

1/23/2024

Reference: Notice of Annexation Petition regarding parcel 410-61, 410-62, 410-63

Dear Mr. Callanan

In accordance with O.C.G.A. §§ 36-36-6 and 36-36-111, please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City by Article 2 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, will vote whether or not to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council on December 12, 2023.

The properties being considered for annexation are parcel number 410-61, 410-62, 410-63 1479 Hwy 21 S consisting of approximately 72 acres in total. A plat and legal description of this property are enclosed, along with a copy of the annexation petition and a map showing the location of the area to be annexed.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter. If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City of Springfield within 45 calendar days of the receipt of this notice.

The following public hearings will be held regarding the rezoning of the properties being considered for annexation from Effingham County Zoning Classification AR-1 to Springfield Zoning Classification of B-1 "General Commercial District" for approx. 9.25 acres adjacent to GA Hwy 21; and R-2B "Townhome Residential District" for the remaining approx. 63.25 acres:

**Public Hearing of the Planning & Zoning Board and The Mayor and City Council:  
 February 27, 2024 at 6:00pm**

Sincerely,

Erin Phillips  
 Community Development Director



Tim Callanan  
County Administrator, Effingham County  
804 S. Laurel Street  
Springfield, GA 31329

1/23/2024

Reference: Notice of Annexation Petition regarding parcel 410-61, 410-62, 410-63

Dear Mr. Callanan

In accordance with O.C.G.A. §§ 36-36-6 and 36-36-111, please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City by Article 2 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, will vote whether or not to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council on December 12, 2023.

The properties being considered for annexation are parcel number 410-61, 410-62, 410-63 1479 Hwy 21 S consisting of approximately 72 acres in total. A plat and legal description of this property are enclosed, along with a copy of the annexation petition and a map showing the location of the area to be annexed.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter. If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City of Springfield within 45 calendar days of the receipt of this notice.

The following public hearings will be held regarding the rezoning of the properties being considered for annexation from Effingham County Zoning Classification AR-1 to Springfield Zoning Classification of B-1 "General Commercial District" for approx. 9.25 acres adjacent to GA Hwy 21; and R-2B "Townhome Residential District" for the remaining approx. 63.25 acres:

**Public Hearing of the Planning & Zoning Board and The Mayor and City Council:  
February 27, 2024 at 6:00pm**

Sincerely,

Erin Phillips  
Community Development Director



# Petition Requesting Annexation

DATE OF PETITION 10-13-23

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The description of such territory area is as follows:

Address/Location of Property: 1479 Hwy 21 South Springfield, GA 31329

Current Map Parcel Number: 04100061 Current Zoning: AR-1

See attached Deed and Plat.

3. Is the territory described herein contiguous, or across the road from the City's current boundaries?  Yes  No  
(if yes, see page 4)

4. It is requested that this territory to be annexed shall be zoned:

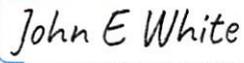
R-1 R-2 R-3 R-4 B-1 I-1 PUD DT RO AR-1

I request the property be zoned as above for the following reasons:

Commercial development and multi-family Housing

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

Respectfully Submitted,

Lynda White		10/06/2023	12:49 PM
John E White		10/06/2023	1:14 PM

Printed Name and Signature of Owner(s)

# Petition Requesting Annexation

DATE OF PETITION 10-13-23

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The description of such territory area is as follows:

Address/Location of Property: Hwy 21 South, Springfield, GA 31329

Current Map Parcel Number: 04100062 Current Zoning: AR-1

See attached Deed and Plat.

3. Is the territory described herein contiguous, or across the road from the City's current boundaries? Yes  No  
(if yes, see page 4)

4. It is requested that this territory to be annexed shall be zoned:

R-1 (R-2) R-3 R-4 B-1 I-1 PUD DT RO AR-1

I request the property be zoned as above for the following reasons:

Multi-Family Housing

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

Respectfully Submitted,

Mark Reid Rollison		10/06/2023	4:37 PM
Donna Rollison		10/06/2023	4:31 PM

Printed Name and Signature of Owner(s)

# Petition Requesting Annexation

DATE OF PETITION 10-13-23

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The description of such territory area is as follows:

Address/Location of Property: Hwy 21 South Springfield, GA 31329

Current Map Parcel Number: 04100063 Current Zoning: AR-1

See attached Deed and Plat.

3. Is the territory described herein contiguous, or across the road from the City's current boundaries?  Yes  No  
(if yes, see page 4)

4. It is requested that this territory to be annexed shall be zoned:

R-1 **R-2** R-3 R-4 B-1 I-1 PUD DT RO AR-1

I request the property be zoned as above for the following reasons:

Multi-family Housing

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

Respectfully Submitted,

James Calvin Rollison

 James Calvin Rollison

10/07/2023 7:23 AM

Printed Name and Signature of Owner(s)



Authorization by property owner

I swear that I am the owner of the following properties

1479 Hwy 21 South Springfield, GA 31329  
Parcel Number 04100061

which are the subject matter of the attached application for annexation, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Applicant: Kildare Land Company, LLC

Owner Name: Lynda N. White Revocable Trust & John E. White Revocable Trust

Owner Address:

1555 Upper DV  
Street  
Highlands NC 28741  
City State Zip Code

Owner Telephone Number: \_\_\_\_\_

Authentisign  
John E White 10/06/2023 1:14 PM  
Authentisign  
Lynda White 10/06/2023 12:49 PM  
Signature of Owner

DATE: 10/06/2023

Authorization by property owner

I swear that I am the owner of the following properties

Hwy 21 South Springfield, GA 31329  
Parcel Number 04100062

which are the subject matter of the attached application for annexation, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Applicant: Kildare Land Company, LLC

Owner Name: Mark and Donna Rollison

Owner Address:

2525 Lythen Drive  
Street  
Charlotte NC 28210  
City State Zip Code

Owner Telephone Number: \_\_\_\_\_

 Donna Rollison 10/06/2023 4:31 PM

 Mark Reid Rollison 10/06/2023 4:37 PM

Signature of Owner

DATE: 10/06/2023

Authorization by property owner

I swear that I am the owner of the following properties

Hwy 21 South Springfield, GA 31329  
Parcel Number 04100063

which are the subject matter of the attached application for annexation, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Applicant: Kildare Land Company, LLC

Owner Name: James Calvin Rollison

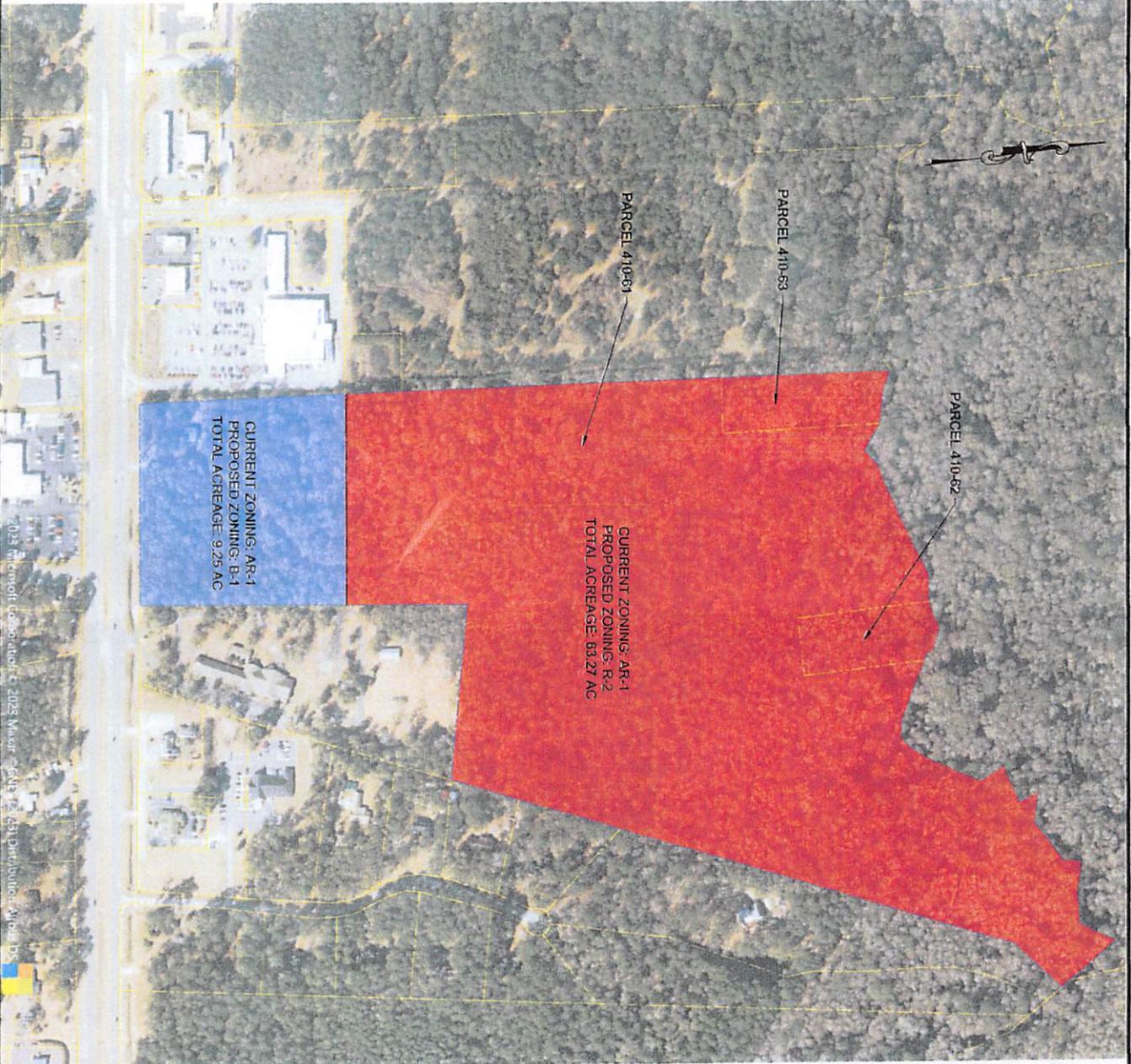
Owner Address:

45 Royal Pointe Dr.  
Street  
Hilton Head SC 29926  
City State Zip Code

Owner Telephone Number: \_\_\_\_\_

 James Calvin Rollison  
Signature of Owner

DATE: 10/07/2023 7:23 AM



PROJECT NO. 23-00313  
 DESIGNED BY: JEM  
 DRAWN BY: JEM  
 CHECKED BY: T.L.  
 DATE: 02/28/23

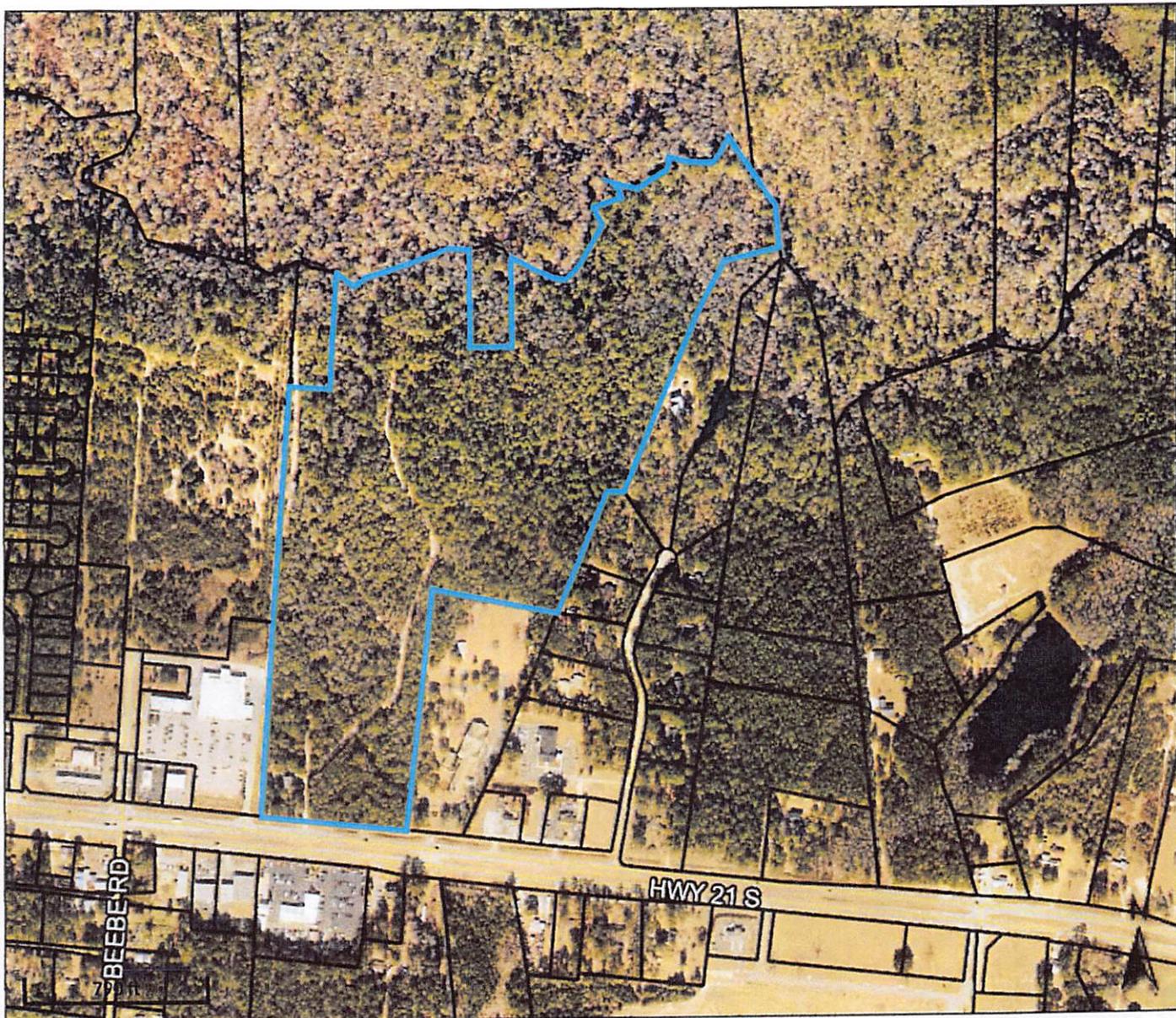
REZONING EXHIBIT  
**WHITE TRACT MIXED USE DEVELOPMENT**  
 GA HWY 21  
 SPRINGFIELD, GA  
 Prepared for:  
 KILDARE LAND COMPANY

**EMC ENGINEERING SERVICES, INC.**  
 27 Chatham Center South, Suite A  
 Savannah, GA 31405  
 P: (912) 233-6533  
 F: (912) 233-6590  
 savannah@emc-eng.com  
 www.emc-eng.com

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS  
 GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA



NO.	REVISION DESCRIPTION	DATE
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Parcel ID	04100061	Owner	WHITE LYNDA N REVOCABLE TRUST & WHITE JOHN E REVOCABLE TRUST	Last 2 Sales	
Class Code	Agricultural		1555 UPPER DV	Date	Price
Taxing District	01-County		HIGHLANDS, NC 28741	12/30/2002	0
Acres	69.08	Physical Address	1479 HWY 21 S	n/a	0
		Assessed Value	Value \$399863		

(Note: Not to be used on legal documents)

Date created: 9/27/2023  
Last Data Uploaded: 9/27/2023 12:29:21 AM

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FILED FOR RECORD  
E.O. BK. 910  
PAGE NO. 267

267

02 DEC 30 PM 3: 16

ELIZABETH Z. HURSEY  
CLERK E.C.C.S.G.

After recording return to:  
Warren E. Rutledge  
P.O. Box 1810, Springfield, Georgia 31329

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

QUIT CLAIM DEED

THIS INDENTURE, made this 30<sup>th</sup> day of December, 2002, between LYNDA N. WHITE and JOHN E. WHITE, of Effingham County, Georgia, as Parties of the first part, hereinafter called Grantor, and LYNDA N. WHITE REVOCABLE TRUST AGREEMENT DATED OCTOBER 1, 2002 and JOHN E. WHITE REVOCABLE TRUST AGREEMENT DATED OCTOBER 1, 2002, as Parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantees, their heirs, executors, administrators and assigns, all of their right, title, and interest in and to the following described property, to wit:

All that certain tract or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing Five and eighty-seven hundredths (5.87) acres, more or less, and being known and designated as Parcel Two (2) as shown on the plat thereof as hereinafter referred to. Said parcel of land being bounded on the north by a creek (the center line of the run of the creek being the line as shown on said plat); on the east by Parcel 3 as shown on said plat; on the South by lands of James L. Neidlinger, and on the west by Parcel 1 as shown on said plat.

Express reference is hereby made to a plat of said lands made by Paul D. Wilder, R.L.S. #1559, dated January 17, 1979, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 10, page 202, for better determining the metes and bounds of said lands herein conveyed.

ALSO a right-of-way over and across the access road shown on said plat extending from the southerly boundary line of said property to a point where it intersects Georgia State Highway Number 21 as shown on said plat.

Said right-of-way being non-exclusive and for the purpose of ingress and egress to said property.

ALSO one Brigadier Mobile Home, Serial Number 6414242 constructed in 1979; 64 feet long and 14 feet wide.

This being the same property conveyed by James L. Neidlinger to Lynda N. White and John E. White, as evidenced by that certain Deed of Gift dated April 16, 1991, recorded in Deed Book 292, page 586, aforesaid records.

TO HAVE AND TO HOLD the said described premises to Grantees, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered  
in the presence of

*[Signature]*  
WITNESS  
*[Signature]*  
NOTARY PUBLIC  
DATE NOTARIZED 12/30/02  
JENNIFER T. HINELY  
NOTARY  
EFFINGHAM COUNTY, GA

*[Signature]* (SEAL)  
LYNDA N. WHITE

268

Signed, sealed and delivered  
in the presence of:

[Signature]  
WITNESS  
J. Hinely  
NOTARY PUBLIC  
DATE NOTARIZED 12/30/02

[Signature] (SEAL)  
JOHN E. WHITE



FILED FOR RECORD  
D.D. BK. 910  
PAGE NO. 269

269

02 DEC 30 PM 3: 16

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

After recording return to:  
Warren H. Ratchford  
P.O. Box 1810  
Springfield, Georgia 31129

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

**QUIT CLAIM DEED**

THIS INDENTURE, made this 30<sup>th</sup> day of December, 2002, between LYNDA LOU NEIDLINGER WHITE, as Executrix of the Last Will and Testament of James L. Neidlinger, Sr., of Effingham County, Georgia, as Party of the first part, hereinafter called Grantor, and LYNDA N. WHITE REVOCABLE TRUST AGREEMENT DATED OCTOBER 1, 2002 and JOHN E. WHITE REVOCABLE TRUST AGREEMENT DATED OCTOBER 1, 2002, as Parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantees, their heirs, executors, administrators and assigns, all of their right, title, and interest in and to the following described property, to wit:

All that remaining lot, tract or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District, Effingham County, Georgia, being a remainder of a tract originally containing One Hundred One (101) acres, more or less, and being bounded as follows: On the North by lands of A.R. Pittman; on the East by lands of J.W. Tebeau; on the South by lands of A.N. Rahn, and on the West by lands of Mrs. Addie Neidlinger and of A.R. Pittman.

This being the same property conveyed by Mrs. Mamie Neidlinger to James L. Neidlinger as evidenced by that certain Reformation of Deed dated October 2, 1940, recorded in Civil Minute Book 11, page 305, aforesaid records.

LESS AND EXCEPT all that certain tract or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing Seventeen and Four Tenths (17.4) acres, and being bounded on the North by Georgia State Highway #21; on the East by lands of the Estate of R.K. Rahn; on the South by lands of A.N. Rahn-Lowe and on the West by lands of Mock, and lands of C.H. Neidlinger.

Express reference is made to a plat of said land made by Paul Weitman, County Surveyor, Effingham County, Georgia, dated May 3, 1967, and recorded in said Surveyor's Records of said County in Book I, Page 203, for better determining the metes and bounds of said land.

This being the same property conveyed by James L. Neidlinger, Sr. to Edward Reddick as evidenced by that certain Warranty Deed dated November 29, 1969, recorded in Deed Book 150, page 46.

LESS AND EXCEPT all that certain tract or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing Ten (10) acres, more or less, and being bounded on the north-northeast by lands of James L. Neidlinger; on the east-southeast by lands of Jack B. Heneisen and by Lots 1, 2 and a portion of Lot 3, Highland Point Subdivision; on the South by Georgia State Highway #21 and on the west by lands of James L. Neidlinger.

Express reference is hereby made to a plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 15, 1998 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 23, page 78, for better determining the metes and bounds of said lands conveyed.

This being the same property conveyed by James L. Neidlinger to L.F. Curtis, Ronnie H. Brooks, Larry D. Carver, Jack D. Snyder and George B. Coley as evidenced by that

certain Warranty Deed dated August 18, 1988, recorded in Deed Book 258, page 120, aforesaid records.

LESS AND EXCEPT all that certain lot or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District, Effingham County, Georgia, containing one and twenty-eight/hundredths (1.28) acres, more or less, bounded on the north by the channel of Runs Creek; on the east and south by lands of James L. Neidlinger; and on the West by parcel #2, according to a map or plat made by Paul D. Wilder, January 17, 1979, recorded in Plat Record Book 10, page 202, Office of the Clerk of Superior court of Effingham County, Georgia.

This being the same property conveyed by James L. Neidlinger to Rembert L. Rollison and Johnnie Mae Rollison as evidenced by that certain Warranty Deed dated February 14, 1979, recorded in Deed Book 188, page 672, aforesaid records.

LESS AND EXCEPT all that certain lot or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District, Effingham County, Georgia, containing two and sixteen/hundredths (2.16) acres, more or less, bounded on the north by the channel of Runs Creek; on the east by Parcel #2, and lands of James L. Neidlinger; on the south by lands of James L. Neidlinger, and on the west by lands of L.L. Burns, according to a map or plat made by Paul D. Wilder, January 17, 1979, recorded in Plat Record 10, Page 202, Office of the Clerk of Superior Court, Effingham County, Georgia.

This being the same property conveyed by James L. Neidlinger to Ernest M. Rollison as evidenced by that certain Warranty Deed dated February 14, 1979, recorded in Deed Book 188, page 671, aforesaid records.

LESS AND EXCEPT all that certain tract or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing Five and eighty-seven hundredths (5.87) acres, more or less, and being known and designated as Parcel Two (2) as shown on the plat thereof as hereinafter referred to. Said parcel of land being bounded on the north by a creek (the center line of the run of the creek being the line as shown on said plat); on the east by Parcel 3 as shown on said plat; on the South by lands of James L. Neidlinger, and on the west by Parcel 1 as shown on said plat.

Express reference is hereby made to a plat of said lands made by Paul D. Wilder, R.L.S. #1559, dated January 17, 1979, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 10, page 202, for better determining the metes and bounds of said lands herein conveyed.

ALSO a right-of-way over and across the access road shown on said plat extending from the southerly boundary line of said property to a point where it intersects Georgia State Highway Number 21 as shown on said plat.

Said right-of-way being non-exclusive and for the purpose of ingress and egress to said property.

ALSO one Brigadier Mobile Home, Serial Number 6414242 constructed in 1979; 64 feet long and 14 feet wide.

This being the same property conveyed by James L. Neidlinger to Lynda N. White and John E. White, as evidenced by that certain Deed of Gift dated April 16, 1991, recorded in Deed Book 292, page 586, aforesaid records.

TO HAVE AND TO HOLD the said described premises to Grantees, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

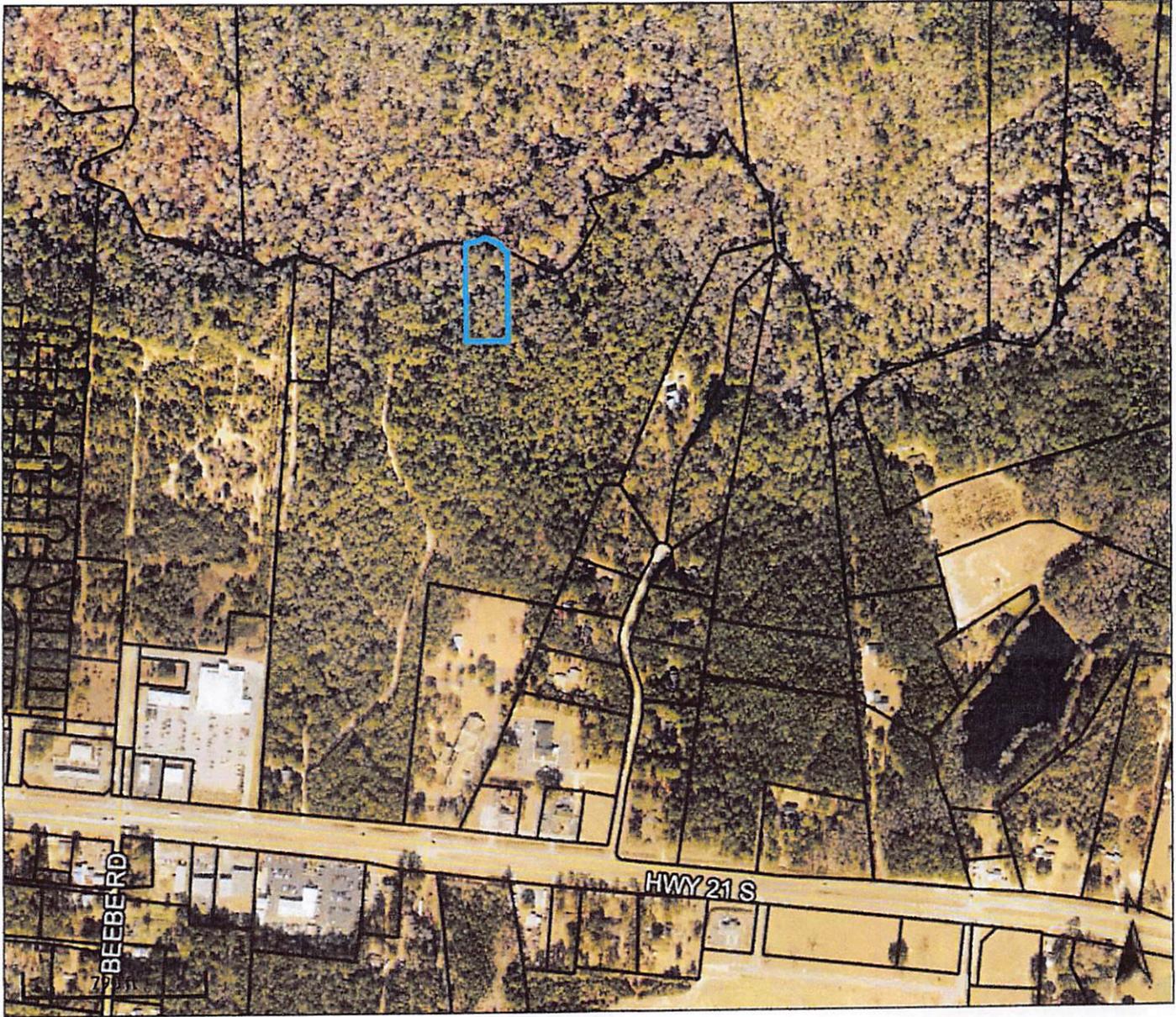
Signed, sealed and delivered in the presence of:

*[Signature]*  
WITNESS

*[Signature]*  
NOTARY PUBLIC  
DATE NOTARIZED 12/30/91



*[Signature]*  
LYNDA LOU NEIDLINGER WHITE, as Executrix of the Last Will and Testament of James L. Neidlinger, Sr.



Overview

Legend



<b>Parcel ID</b>	04100062	<b>Owner</b>	ROLLISON MARK REID & DONNA	<b>Last 2 Sales</b>	
<b>Class Code</b>	Residential		2525 LYTHEN DR	<b>Date</b>	<b>Pri</b>
<b>Taxing District</b>	01-County		CHARLOTTE, NC 28210	10/7/2010	0
	County	<b>Physical Address</b>	HWY 21	8/13/2003	0
<b>Acres</b>	1.28	<b>Assessed Value</b>	Value \$20588		

(Note: Not to be used on legal documents)

Date created: 9/27/2023

Last Data Uploaded: 9/27/2023 12:29:21 AM

Developed by  **Schneider**  
GEOSPATIAL

BOOK PAGE  
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2010 OCT 19 PM 2:47

ELIZABETH Z. HURLEY  
CLERK E.C.C.S.C.

*This instrument prepared by:*  
**GARY A. SINRICH**  
*Attorney at Law*  
**103 Courthouse Square**  
**Hinesville, Georgia 31313**

## **DEED OF GIFT**

**STATE OF GEORGIA;**  
**COUNTY OF EFFINGHAM:**

This indenture, made this 7<sup>th</sup> day of October, 2010, between **JOHNNIE MAE GIBBS ROLLISON**, of 259 Topi Trail, Hinesville, Liberty County, Georgia, 31313 hereinafter called the Grantor, and **MARK REID ROLLISON** and **DONNA ROLLISON**, of 2525 Lythen Drive, Charlotte, North Carolina, 28210, hereinafter called the Grantees:

### **WITNESSETH**

That the said Grantor for and in consideration of the natural love and affection for the said Grantees, her son and daughter-in-law, has given, granted, conveyed and by these presents does give, grant, and convey unto the said Grantees, their heirs and assigns, the following described real estate, to-wit:

All that certain lot or parcel of land situate, lying and being in the 11<sup>th</sup> G. M. District, Effingham County, Georgia, containing, one and twenty-eight/hundredths (1.28) acres, more or less, bounded on the North by the channel of Runs Creek; on the East and South by lands of James L. Neidlinger; and on the West by parcel #2, according to a map or plat made by Paul D. Wilder, January 17, 1979, recorded in Plat Record 10, page 202, in the office of the Clerk of Superior Court of Effingham County, Georgia

This is the same property conveyed by Warranty Deed dated February 14, 1979, from James L. Neidlinger to Rembert L. Rollison and Johnnie Mae Rollison, being recorded in Deed Book 188, page 672, in the office of the Clerk of Superior Court of Effingham County, Georgia, and the same property conveyed by Deed of

BOOK PAGE  
01970 0170

Gift dated August 13, 2003, from Rembert Lee Rollison to Johnnie Mae Gibbs Rollison, being recorded in Deed Book 1008, page 213 in the office of the Clerk of Superior Court of Effingham County, Georgia..

THE PREPARER OF THIS DEED HAS MADE NO TITLE EXAMINATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE STATUS OF THE TITLE TO SAID PROPERTY.

TO HAVE AND TO HOLD the said described real estate, with all and singular its rights, members and appurtenances, unto the said Grantees, their heirs, executors, administrators and assigns, forever, in fee simple.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand, affixed her seal, and delivered these presents the day and year first above written.

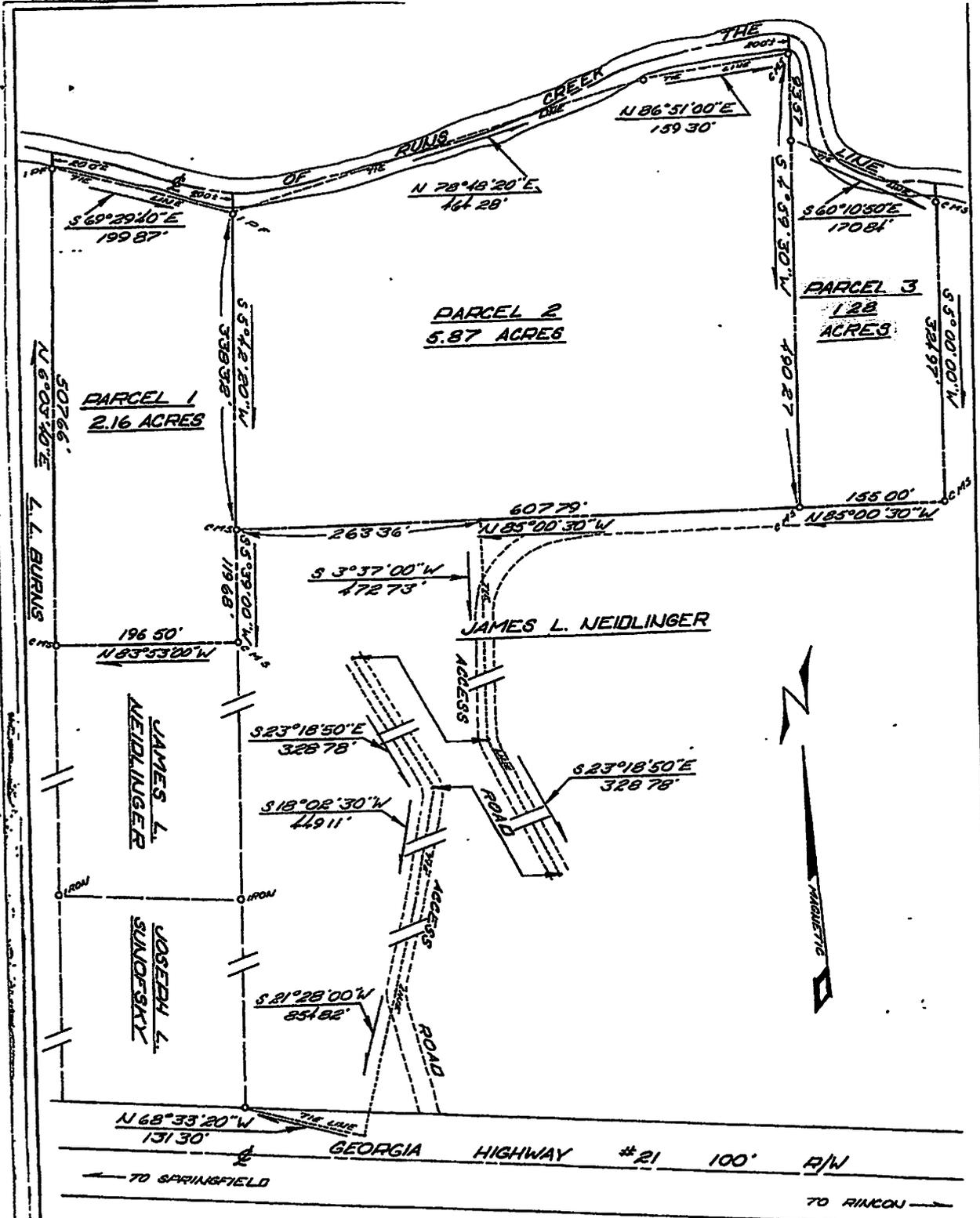
Signed, sealed and delivered in the presence of:

*Johnnie Mae Gibbs Rollison*  
(SEAL)  
JOHNNIE MAE GIBBS ROLLISON

*Stanley R. Hunter*  
Witness

*Cheryl R. Helbing*  
Notary Public  
My commission expires: *11/17/2013*





ERROR OF CLOSURE  
FIELD DATA 1/15,084  
ANGULAR ERROR 15" PER A POINT  
ADJUSTED BY COMPASS RULE  
PLAT CLOSURE 1/274,369

EQUIPMENT USED:  
30" TRANSIT  
ELECTRONIC DISTANCE METER

REFERENCE  
SURVEYOR'S RECORD J, PAGE 238

NOTE  
ALL ACREAGE IS CALCULATED FROM WITHIN  
TRAVERSE

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

*Paul D. Wilder*  
PAUL D. WILDER, REG. LAND SURVEYOR  
GA, NO. 1559

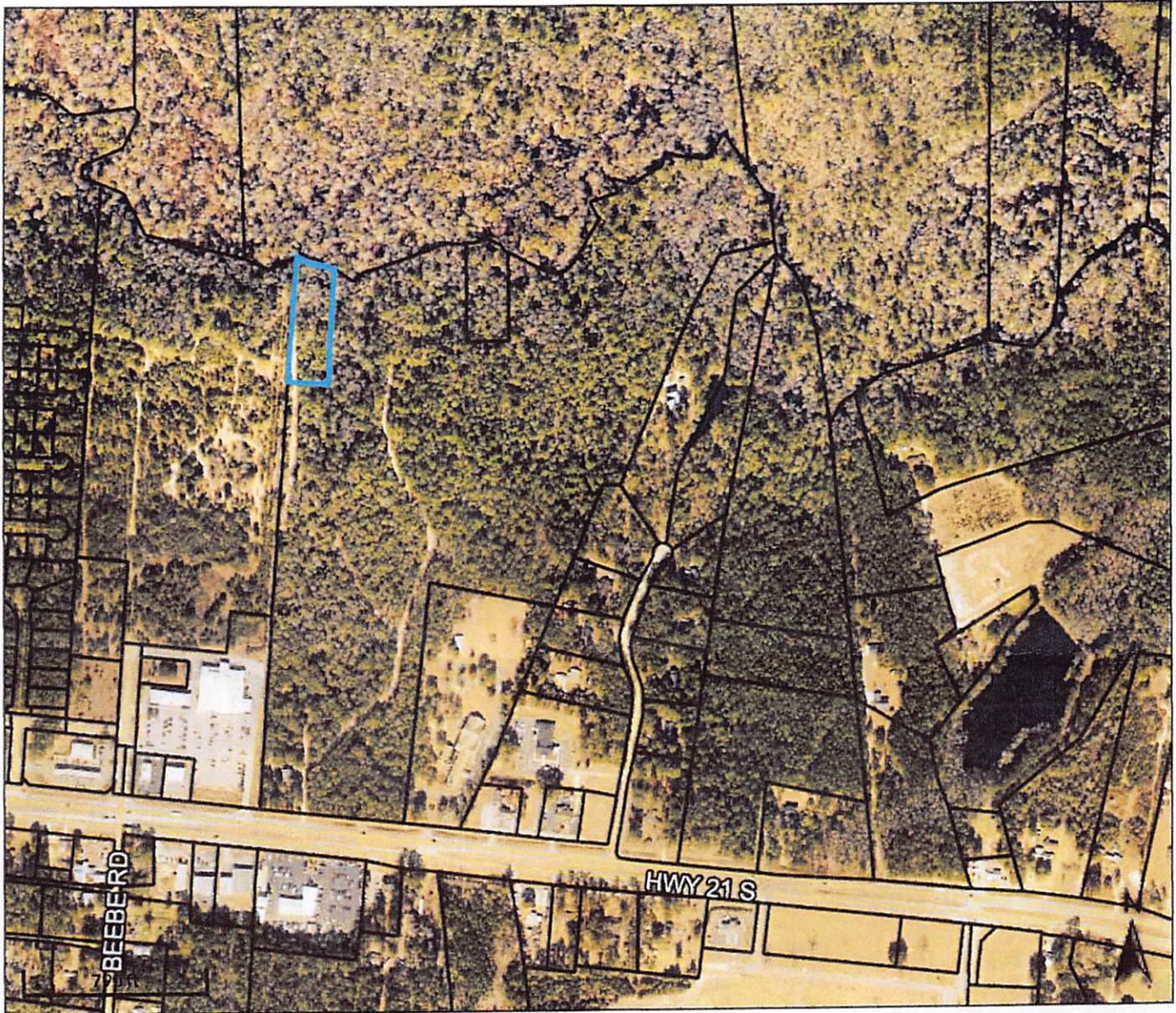


**PLAT OF**  
**3 PARCELS SURVEYED**  
**FOR**  
**JAMES L. NEIDLINGER**

LOCATION: 640 11,  
EFFINGHAM COUNTY, GEORGIA

SCALE: 1 INCH = 100 FEET

DATE: JAN 17, 1979 | FILE NO. 653  
WILDER SURVEYING & MAPPING  
RINCON, GEORGIA



Overview

Legend



<b>Parcel ID</b>	04100063	<b>Owner</b>	ROLLISON JAMES CALVIN	<b>Last 2 Sales</b>	
<b>Class Code</b>	Residential		45 ROYAL POINTE DR	<b>Date</b>	<b>Price</b>
<b>Taxing District</b>	01-County		HILTON HEAD, SC 29926	11/29/1993	0
	County	<b>Physical Address</b>	HWY 21	n/a	0
<b>Acres</b>	2.16	<b>Assessed Value</b>	Value \$30921		

(Note: Not to be used on legal documents)

Date created: 9/27/2023  
Last Data Uploaded: 9/27/2023 12:29:21 AM

Developed by Schneider GEOSPATIAL

66 164

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INSTRUMENT, Made the 29 day of November, 1993, between ERNEST M. ROLLISON, JR. of the FIRST PART, and JAMES CALVIN ROLLISON of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUITCLAIM to the SECOND PARTY, his heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain lot or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing two and sixteen hundredths (2.16) acres, more or less, and being bounded on the north by the channel of Buns Creek; on the east by Parcel #2 and lands of James L. Heidlinger; on the south by lands of James L. Heidlinger, and on the west by lands of L. L. Burns according to a map or plat made by Paul D. Wilder, January 17, 1979, recorded in Plat Record Book 10, page 202, office of the Clerk of the Superior Court of Effingham County, Georgia.

ALSO: One 1978 mobile home, Family Hou, manufacturer's ID Number PH0488.

BOOK 346 PAGE 164  
RECORDED 11-30 1993  
*G. J. Hursey*  
CLERK SUPERIOR COURT

FILED - EFFINGHAM CO.  
CLERK'S OFFICE  
93 NOV 30 AM 9 31  
*G. J. Hursey*  
CLERK OF COURTS

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor his heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

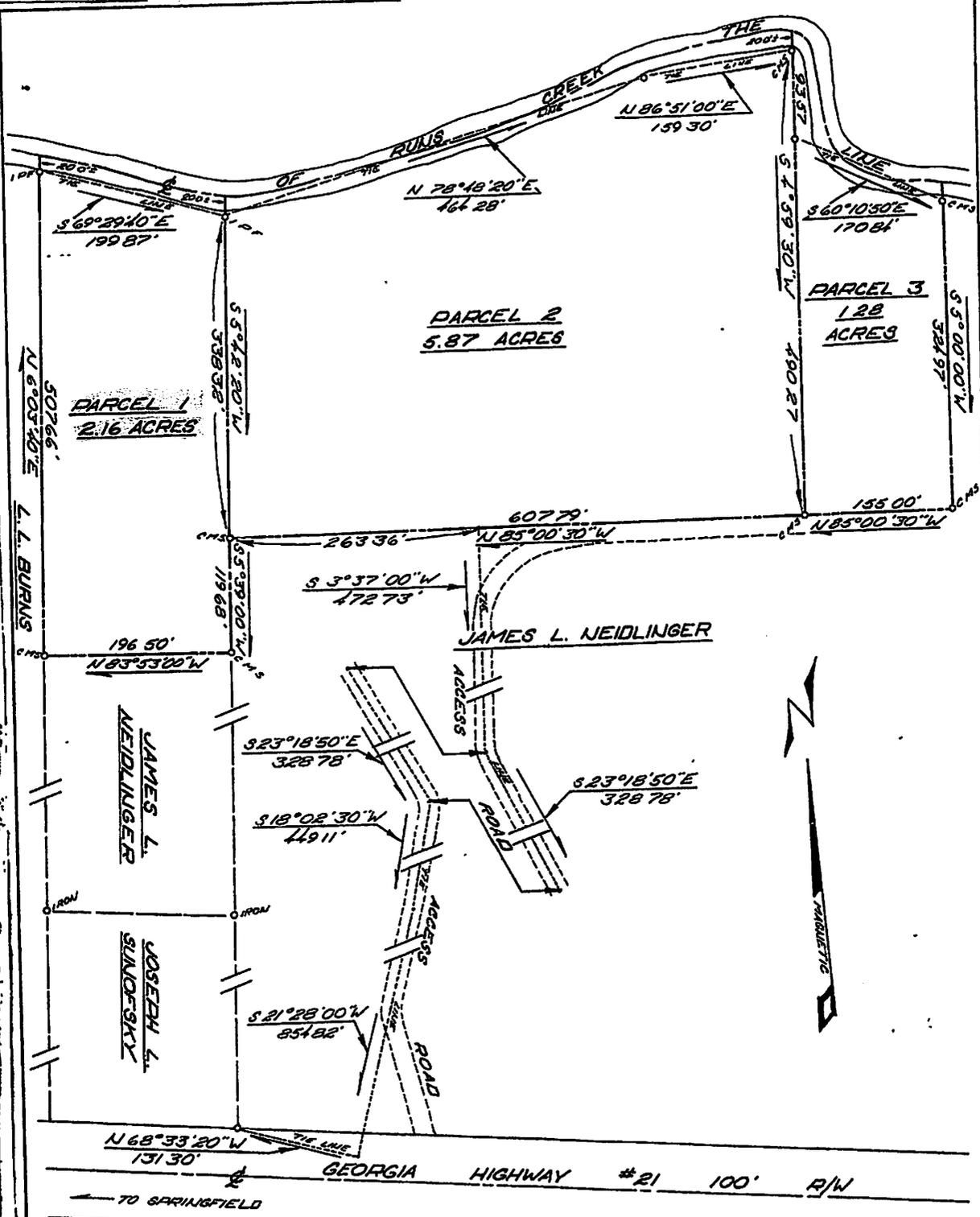
IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

*Ernest M. Rollison, Jr.* (SEAL)  
ERNEST M. ROLLISON, JR.

Signed, sealed and delivered in the presence of:  
*James Calvin Rollison*  
Unofficial Witness

NO EXAMINATION

*Gayle P. Oglesby*  
Notary Public  
Dist. X-29 1993  
GAYLE P. OGLESBY  
Notary Public, Chatham County, Ga.  
My Commission Expires Aug. 11, 1997



ERROR OF CLOSURE  
 FIELD DATA 1/15.084  
 ANGULAR ERROR 15" PER Δ POINT  
 ADJUSTED BY COMPASS RULE  
 PLAT CLOSURE 1/274,369

EQUIPMENT USED:  
 20" TRANSIT  
 ELECTRONIC DISTANCE METER

REFERENCE  
 SURVEYOR'S RECORD J, PAGE 238

NOTE  
 ALL ACREAGE IS CALCULATED FROM WITHIN  
 TRAVERSE

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law,  
*Paul D. Wilder*  
 PAUL D. WILDER, REG. LAND SURVEYOR  
 GA. NO. 1559



PLAT OF  
 3 PARCELS SURVEYED  
 FOR  
 JAMES L. NEIDLINGER

LOCATION: GMD 11,  
 EFFINGHAM COUNTY, GEORGIA

SCALE: 1 INCH = 100 FEET

DATE: JAN 17, 1979 FILE NO. 653  
 WILDER SURVEYING & MAPPING  
 RINCON, GEORGIA

Plat Book 10 / Page 1202

10/202



**NOTICE OF ANNEXATION BY CITY OF SPRINGFIELD**  
**410-61, 410-62, & 410-63**

Effingham County Board of Commissioners Meeting February 6, 2023  
Springfield Public Hearing February 27, 2024

## Staff Report

**Subject:** Conditional Use (Second District)  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024

**Item Description:** **Eric Smith** requests a **conditional use** for a **rural business**. Located at 445 Golden Drive. [Map# 450A Parcel# 56]

### Summary Recommendation

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

### Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The applicant requests a conditional use to operate a RV remodeling business.
- The property is currently zoned AR-1 and Golden Drive is a County maintained road.
- Applicant is working through the conditional use process to come into compliance, as this is an on-going Code Enforcement investigation.
- At the January 10, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval with the following added conditions:
  - A maximum number of 5 campers is allowed on the property at a time.
  - A 7ft privacy fence around the area where the rural business will take place.
  - Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
- Mr. Peter Higgins second the motion and it carried unanimously.

### Alternatives

1. **Approve** the request of a **conditional use** for a **rural business** with the following conditions:
  - The applicant shall provide proof of residence.
  - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
  - A maximum number of 5 campers is allowed on the property at a time.
  - A 7ft privacy fence around the area where the rural business will take place.
  - Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
2. **Deny** the request of a **conditional use** for a **rural business**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Conditional Use application

2. Aerial photograph 3. Deed

### CU-23-9

Conditional Use Permit

Status: Active

Submitted On: 12/11/2023

### Primary Location

445 Golden Drive

Rincon, GA 31326

### Owner

SMITH ERIC C AND

BRIDGETT

GOLDEN DR 445 RINCON, GA

31326

### Applicant

 Eric Smith

 912-604-5718

 ecsmith1178@gmail.com

 445 Golden Dr.  
Rincon, GA 31326

## Staff Review

 Planning Board Meeting Date\*

01/09/2024

 Board of Commissioner Meeting Date\*

02/06/2024

 Staff Description

Conditional Use needed to operate an RV Remodeling Business. Met w/ Sam 12/11/23

 Commissioner District\*

2nd

 Has Business License been applied for?\*

Yes

 Public Notification Letters Mailed

12/18/2023

 Planning Board Ads

12/20/2023

 Board of Commissioner Ads

01/17/2024

 Request Approved of Denied

—

## Applicant Information

Who is applying for the Conditional Use?\*

Property Owner

Applicant / Agent Name\*

Eric Smith

Applicant Email Address\*

Ecsmith1178@gmail.com

Applicant Phone Number\*

9126045718

Applicant Mailing Address\*

445 Golden Dr

Applicant City\*

Rincon

Applicant State\*

Georgia

Applicant Zip Code\*

31326

---

## Property Information

Property Location\*

445 Golden Dr.

Present Zoning of Property\*

AR-1

Map/Parcel Number\*

450A-56

Total Acres of Property\*

2.52

---

## Conditional Use Requested

Conditional Use\*

Section 3.15B - Rural Business

Status of Business License?\*

Applied for

Reason:\*

WORKING OUTSIDE OF THE HOME

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

---

## Attachment C - Site Plan Requirements

All Conditional Use submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

A.) Dimensions of the property involved. B.) Location and dimensions of existing and/or proposed structures with the type of usage designated. C.) Requested variance in relation to existing structures and surrounding parcels and uses. D.) Access road or easement. E.) Setbacks. F.) Right-of-way. G.) Proposed or existing water, sewer, and drainage facilities. H.) Buffers. I.) Off-street parking. J.) Wetlands. K.) Floodplain. L.) Loading areas, parking, signage, and outdoor lighting.

Appendix C – Zoning Ordinance, Article VII. – Planning Board, Section 7.1.  
Organization 7.1.6 Conditional uses. It shall be the responsibility of the planning board to review and recommend to county commission on all requests for interpretation of conditional use. The initial application for a conditional use shall be made to the zoning administrator who shall determine whether the use is allowed as a conditional use in the particular zone. If such use is allowed, then the zoning administrator shall submit the application to the planning board. After review by the planning board, recommendations shall be presented to the county commission as to additional restraints, restrictions, qualifications, or limiting factors that are felt to be desirable. The county commission shall review all recommendations and approve or disapprove the conditional use upon review by the planning board. Considerations for determining additional requirements for conditional use: (a) Approval of a conditional use shall not adversely affect the economic values or the physical appearance of the neighborhood or areas surrounding the site or lot in question. (b) The physical and environmental effects of allowing the conditional use shall be considered. (c) Buffer zones, where necessary to shield any adverse factors, shall be considered. (d) Additional space for parking, landscaping, building, loading zones, and setback shall be considered if necessary to protect adjacent structures or lots from any adverse impact.

**Signature\***

✓ ERIC CARL SMITH  
Dec 11, 2023

---

**Attachments**



**Deed**  
image.jpg  
Uploaded by Eric Smith on Dec 11, 2023 at 9:10 AM

REQUIRED

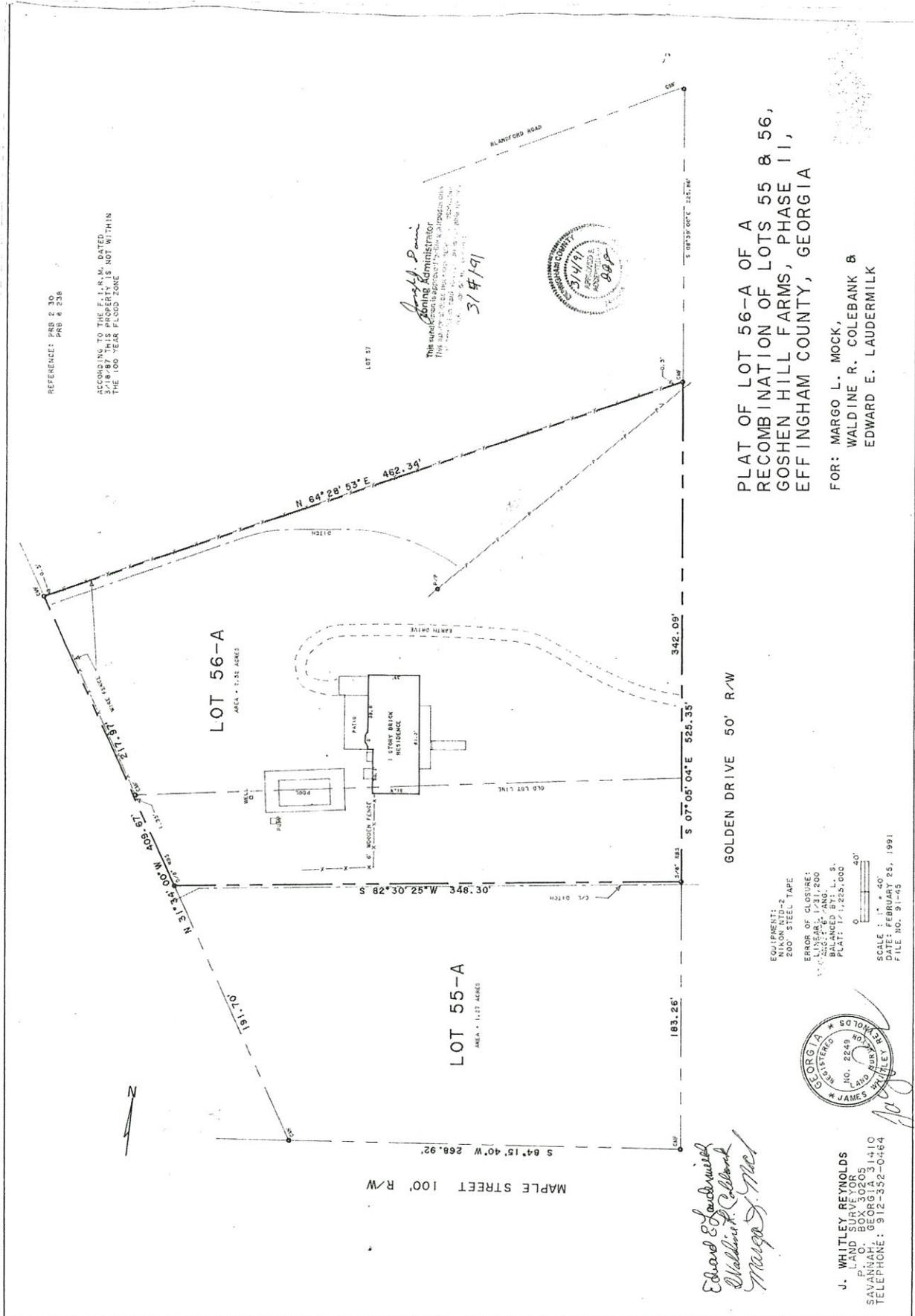


**Last Recorded Plat**  
image.jpg  
Uploaded by Eric Smith on Dec 11, 2023 at 9:09 AM

REQUIRED

**Ownership Certification**  
image.jpg

REQUIRED



REFERENCE: PMS 2 30  
PMS 8 238

ACCORDING TO THE F.I.N.M. DATED  
8/1/88, THERE ARE NO ENCUMBRANCES NOT WITHIN  
THE 100' NEAR FLOOD ZONE

*Joseph P. ...*  
This survey was prepared by the Surveyor  
for the purpose of showing the location of the  
lot lines and the location of the well and  
residence on the lot. The survey was  
made on 3/7/91.

PLAT OF LOT 56-A OF A  
RECOMBINATION OF LOTS 55 & 56,  
GOSHEN HILL FARMS, PHASE II,  
EFFINGHAM COUNTY, GEORGIA

FOR: MARGO L. MOCK,  
WALDINE R. COLEBANK &  
EDWARD E. LAUDERMILK

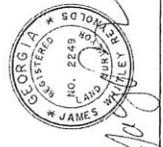
EQUIPMENT:  
200' STEEL TAPE

ERRORS OF CLOSURE:  
1" IN 1000'

BALANCED BY L.S.  
PLANT 17-125-1000

SCALE: 1" = 40'

FILE NO. 81-443

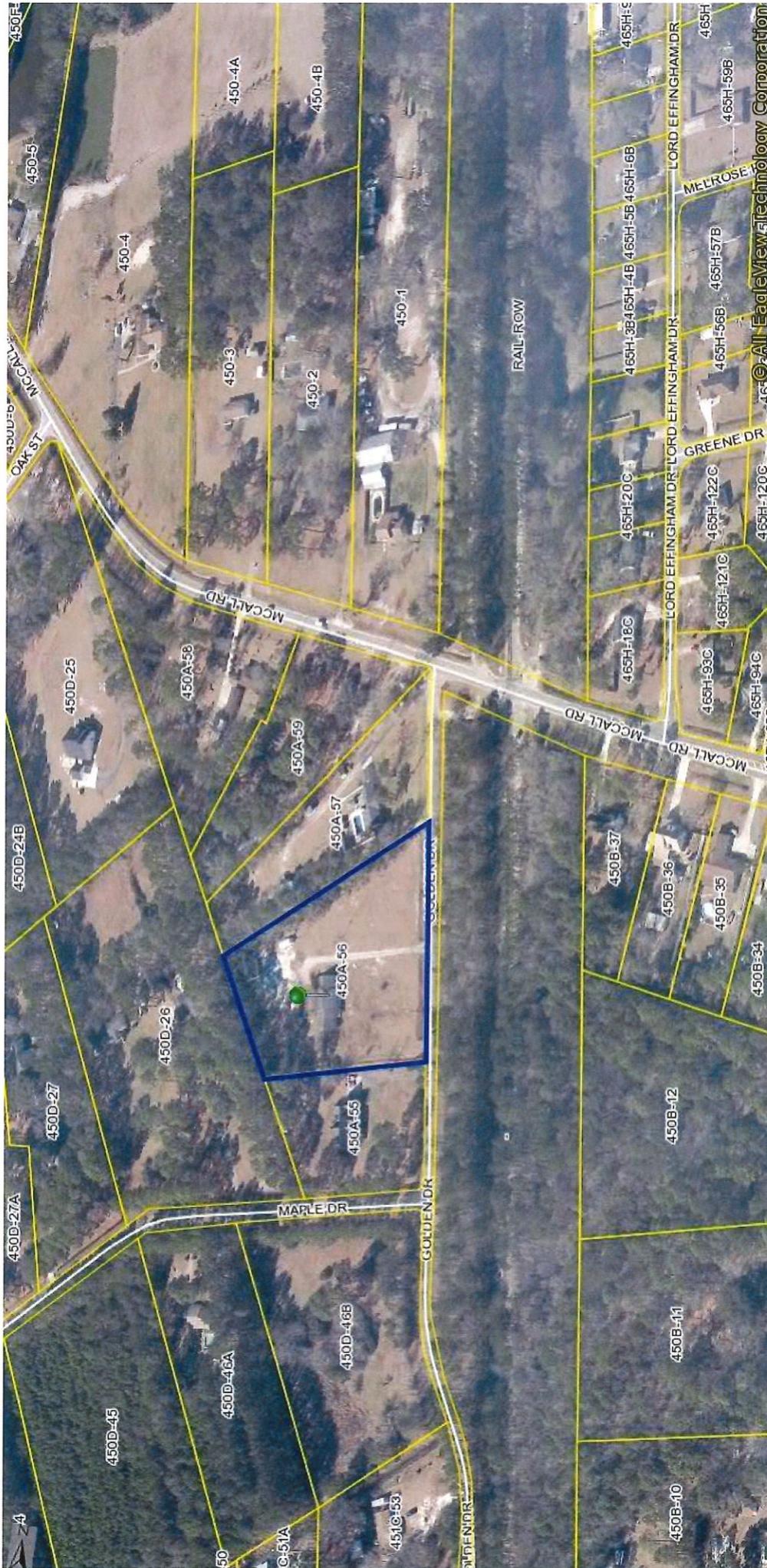


J. WHITLEY REYNOLDS  
P.O. BOX 30205  
SAVANNAH, GEORGIA 31410  
TELEPHONE: 912-352-0464

*Edward E. Lauder milk  
Waldine R. Colebank  
Margo L. Mock*

26172

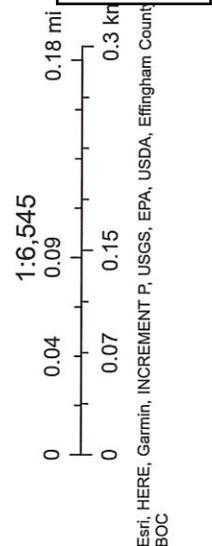
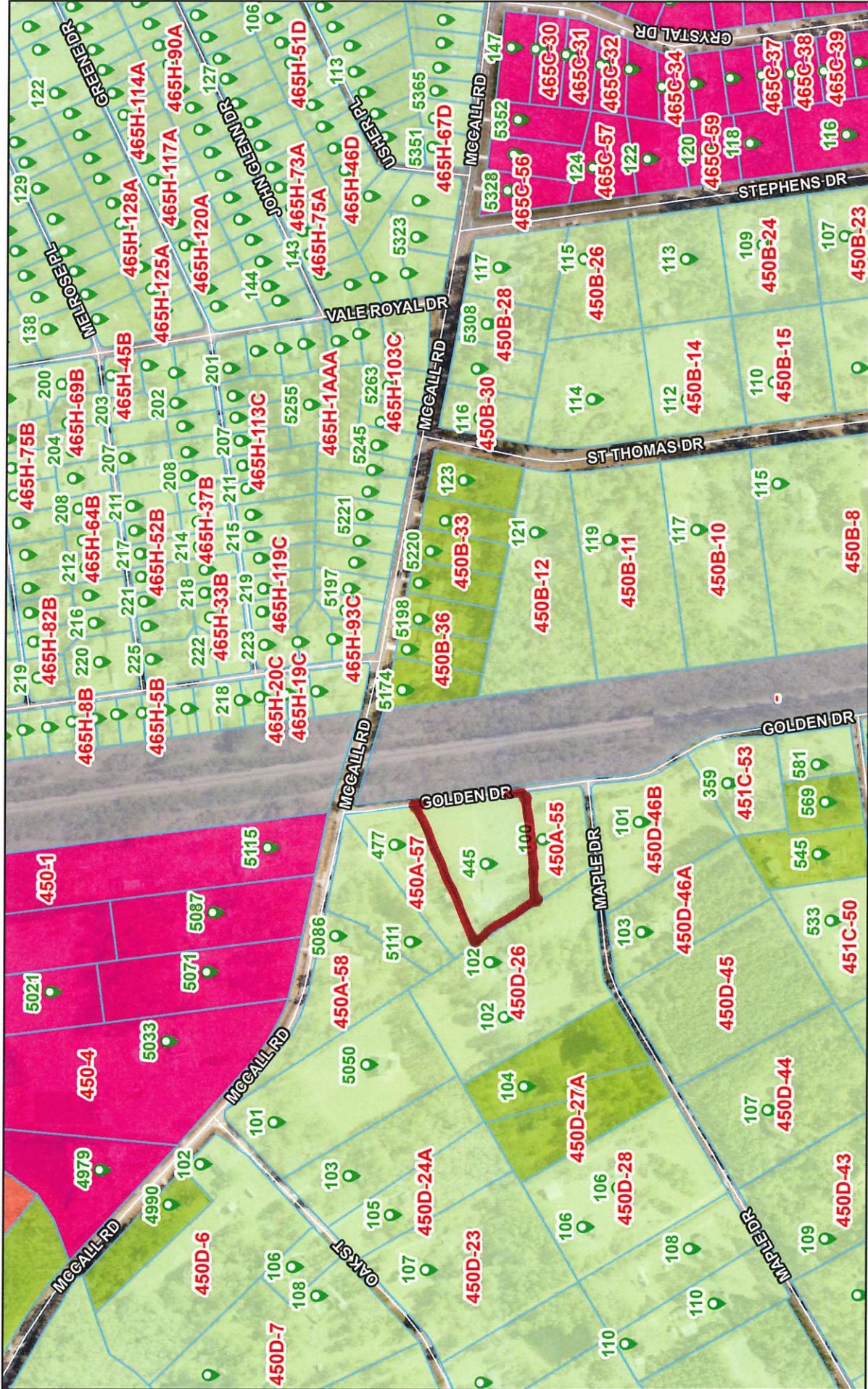
# 450A-56 445 GOLDEN DRIVE



Item XIV. 1.

# 450A-56 445 GOLDEN DRIVE

Item XIV. 1.



1:6,545

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Other Efn\_fin\_cache  
 Red: Band\_1  
 Green: Band\_2  
 Blue: Band\_3

AR-2  
 AR-1  
 R-1  
 I-1

AR-1  
 AR-2  
 R-1  
 I-1

12/8/2023  
 Addresses  
 Roads  
 Tax Parcels

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024

**Item Description:** **Eric Smith** requests a **conditional use** for a **rural business**. Located at 445 Golden Drive. [Map# 450A Parcel# 56]

### Summary Recommendation

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

### Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The applicant requests a conditional use to operate a RV remodeling business.
- The property is currently zoned AR-1 and Golden Drive is a County maintained road.
- Applicant is working through the conditional use process to come into compliance, as this is an on-going Code Enforcement investigation.
- At the January 10, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval with the following added conditions:
  - A maximum number of 5 campers is allowed on the property at a time.
  - A 7ft privacy fence around the area where the rural business will take place.
  - Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
- Mr. Peter Higgins second the motion and it carried unanimously.

### Alternatives

1. **Approve** the request of a **conditional use** for a **rural business** with the following conditions:
  - The applicant shall provide proof of residence.
  - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
  - A maximum number of 5 campers is allowed on the property at a time.
  - A 7ft privacy fence around the area where the rural business will take place.
  - Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
2. **Deny** the request of a **conditional use** for a **rural business**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

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

450A-56

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

450A-56

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ERIC SMITH has filed an application for a conditional use to allow for a rural business; map and parcel number 450A-56, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a rural business; map and parcel number 450A-56, located in the 2<sup>nd</sup> commissioner district, is approved, with the following conditions:

- The applicant shall provide proof of residence.
- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
- A maximum number of 5 campers is allowed on the property at a time.
- A 7ft privacy fence around the area where the rural business will take place.
- Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Conditional Use (Third District)  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024

**Item Description:** **Hallie Myers** as agent for **Blue Sky Acres, Inc.** requests a **conditional use** for an **Agritourism Business**. Located at 729 Ardmore Oaky Road. **[Map# 285 Parcel# 5]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request for a **conditional use** for an **Agritourism Business**.

### Executive Summary/Background

- The request for Agritourism Business - Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, **Section 5.1.2.13 - Agritourism Business**
- At the June 6, 2023, Board of Commissioners meeting, a conditional use for a rural business, to allow for an equine therapy facility was approved.
- On November 7, 2023, the Agritourism Business ordinance had its second reading and was passed unanimously by the Board of Commissioners.
- The applicant is requesting the Agritourism Business conditional use as their future plans to expand include a workshop to provide job training for people with disabilities, and a classroom and covered arena for equine programs.
- The largest building the applicant plans to erect in the future, the covered arena, will be placed in the middle of the property and will be 500ft from the road and 350ft from property lines.
- Staff and the applicants have met multiple times to discuss the original rural business and Agritourism Business conditional use. The applicants have provided all necessary documentation including a concept site plan and a business narrative.
- The applicant has continuously worked with staff while the Agritourism Business ordinance was in draft form, with plans to apply for Agritourism Business when it was complete.
- Per the Agritourism Business ordinance, examples of uses permitted include the following:
  1. On-farm sales
  2. Pick your own.
  3. Agricultural crafts/ gift sales
  4. Fee fishing/ hunting
  5. Wildlife viewing and photography.
  6. Equine related activities
  7. Wagon rides
  8. School tours
  9. Garden/ Nursery tours
  10. Farm Technical Demonstrations and sales  
(canning, weaving, soap-making, etc.)
  11. Winery tastings or tours
  12. Corn mazes
  13. Haunted attractions
  14. Small, private zoological attractions or  
sanctuary
  15. Christmas tree farms

- This conditional use for Agritourism Business is consistent with the Future Land Use Map for this well. This parcel is projected to be an agricultural area.
- At the January 10, 2024, Planning Board meeting, Mr. Peter Higgins made a motion for approval. The motion was second by Mr. Brad Smith and carried unanimously.

**Alternatives**

1. **Approve** the request of a **conditional use** for an **Agritourism Business** with the following conditions:
  - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
2. **Deny** the request of a **conditional use** for an **Agritourism Business**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

1. Conditional Use application
4. Aerial photograph

2. Concept Plan
3. Business Narrative
5. Deed

**CU-23-8**  
 Conditional Use Permit  
 Status: Active  
 Submitted On: 12/5/2023

**Primary Location**  
 729 Ardmore-Oaky Road  
 Springfield, GA 31329  
**Owner**  
 BLUE SKY ACRES INC  
 Ardmore Oaky Rd 729  
 Springfield, GA 31329

**Applicant**  
 Hallie Myers  
 843-621-2321  
 hallie@blueskyacres.org  
 105 Daytona Drive  
 Bloomingdale, GA 31302

### Staff Review

 **Planning Board Meeting Date\***  
 01/09/2023

 **Public Notification Letters Mailed**  
 12/18/2023

 **Planning Board Ads**  
 12/20/2023

 **Staff Recommendation**  
 -

 **Staff Description**  
 Agritourism

 **Board of Commissioner Meeting Date\***  
 02/06/2024

 **Board of Commissioner Ads**  
 01/17/2024

 **Commissioner District\***  
 3rd

 **Staff Description - Conditional Use**

 **Request Approved of Denied**  
 -

## Applicant Information

Who is applying for the Conditional Use?\*

Agent

Applicant / Agent Name\*

Hallie Myers

Applicant Email Address\*

hallie@blueskyacres.org

Applicant Phone Number\*

8436212321

Applicant Mailing Address\*

105 Daytona Drive

Applicant City\*

Bloomington

Applicant State\*

Georgia

Applicant Zip Code\*

31302

---

## Property Owner Information

Owner's Name\*

Blue Sky Acres Inc. (Agent and Board  
Chairman: Jane Leslie Williams)

Owner's Email Address\*

leslie@blueskyacres.org

Owner's Phone Number\*

843-290-3647

Owner's Mailing Address\*

126 Willowpeg Rd

Owner's City\*

Rincon

Owner's State\*

Georgia

Owner's Zip Code\*

31326

# Property Information

**Property Location\***

729 Ardmore Oaky Rd

**Present Zoning of Property\***

AR-1

**Map/Parcel Number\***

285-5

**Parcel Number\***

02850005

**Total Acres of Property\***

43.165

---

## Conditional Use Requested

**Conditional Use\***

Other

**Reason:\***

We are applying for the Agritourism Conditional Use Permit because we currently have a Rural Business Permit and are limited to 1,000 square feet of space under that plan. Our plans in future years include building an additional workshop to provide job training for people with disabilities, as well as a classroom and covered arena for our equine programs with foster children and children with disabilities which will exceed this limitation.

# CONCEPTUAL SITE PLAN



PREPARED FOR:  
**THOMAS HUTTON**  
 27 Year of Commerce  
 Savannah, GA, 31425 - 1  
 www.thomashutton.com

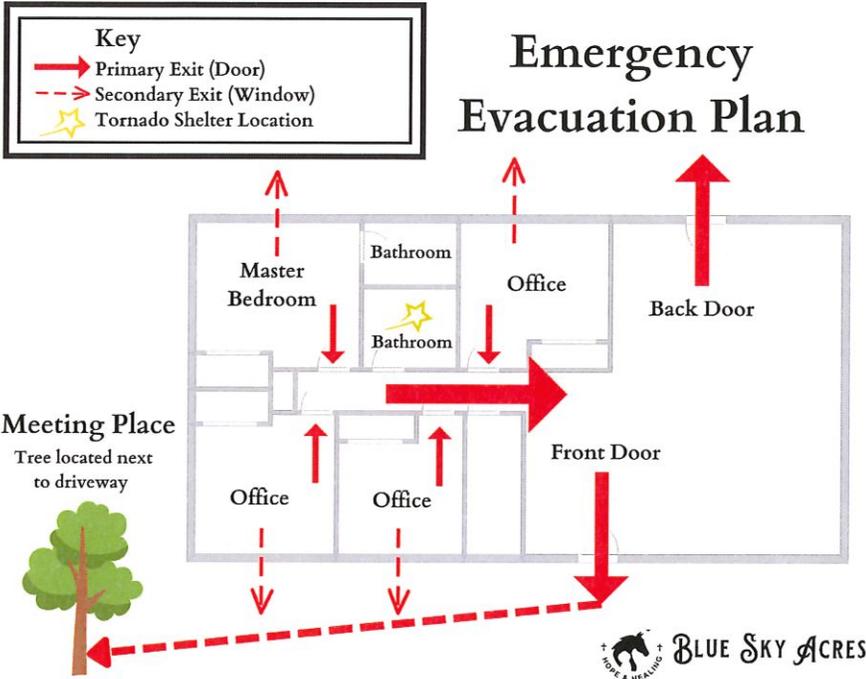


- LAWN MOWER SHED
- STORAGE BUILDING
- HAY STORAGE
- OFFICE BUILDING
- WORKSHOP
- RUN-IN SHELTER
- 100' X 200' OUTDOOR ARENA
- ± 2.5 AC FIELD AND EVENT PARTICIPANT PARKING/ STAGING AREA

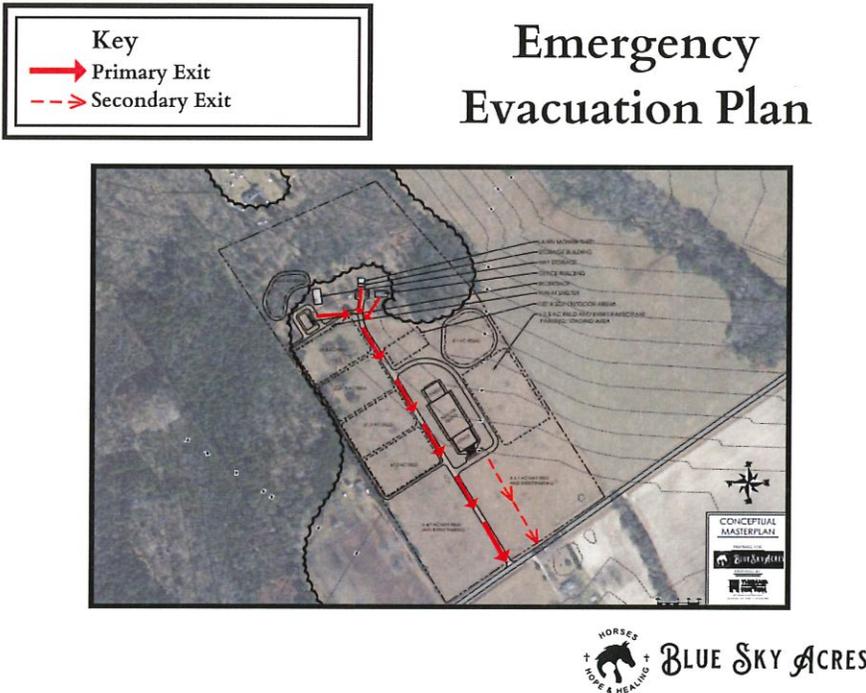


NOTES:  
 1) BACKGROUND INFORMATION FROM PUBLIC DATA AND SUBJECT TO CHANGE WITH THE APPROVAL OF A PERMIT.  
 2) THIS PLAN REPRESENTS AN ANTICIPATED DEVELOPMENT AND THE OWNER RESERVES THE RIGHT TO DEVELOP THE SITE IN A DIFFERENT MANNER AS LONG AS THE REQUIRED DEVELOPMENT REGULATIONS ARE COMPLIED TO.  
 3) THE EXISTING UTILITIES AND SERVICES ARE SHOWN TO THE BEST OF OUR KNOWLEDGE. THE EXISTING UTILITIES AND SERVICES SHALL BE MAINTAINED WITH ANY NEW BUILDING OR CONSTRUCTION.

Sample Evacuation Plan for House



Sample Property Evacuation Map

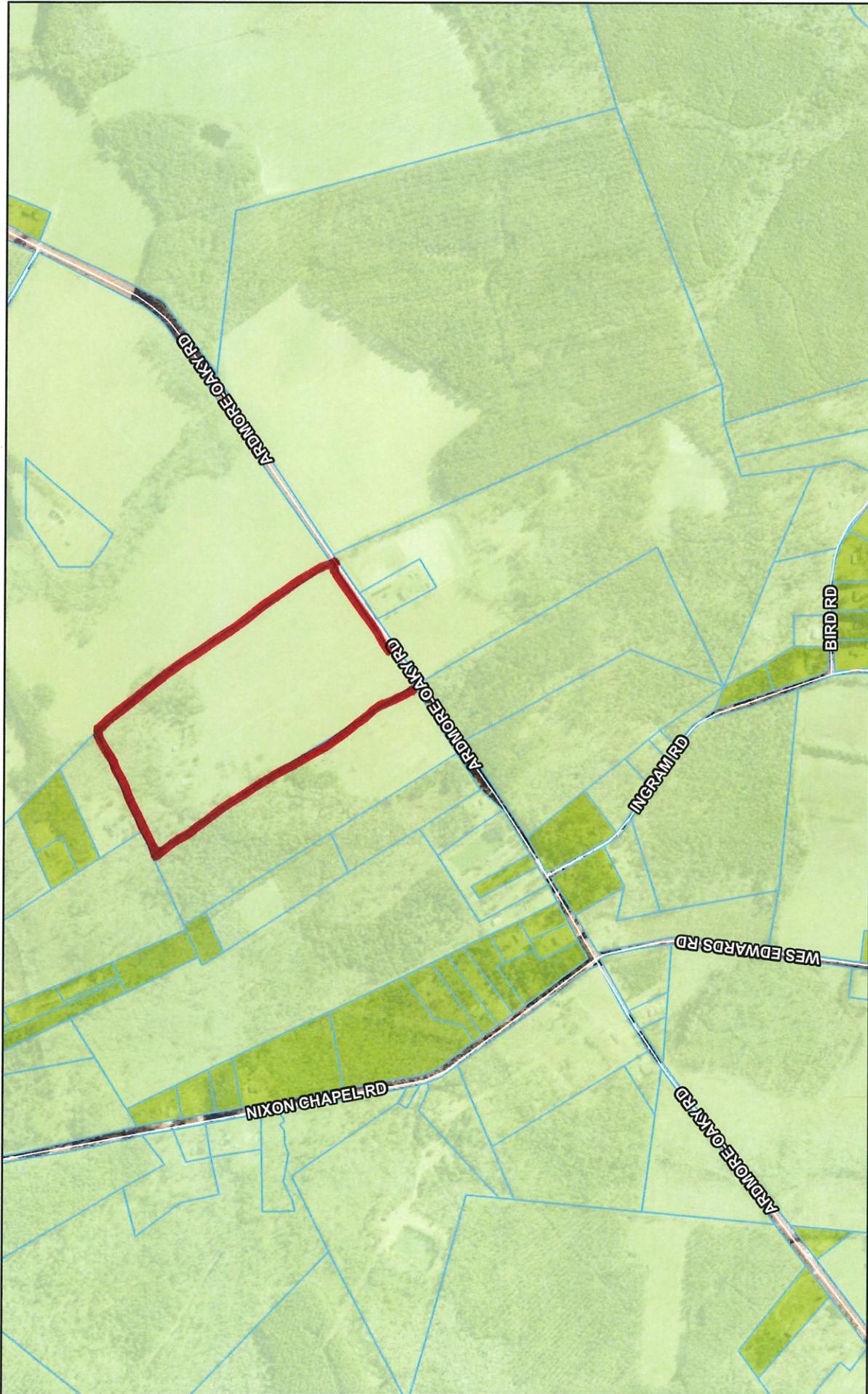


# 285-5 729 ARDMORE OAKY RD



Item XIV. 3.

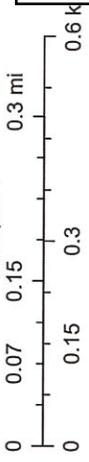
# 285-5 729 ARDMORE OAKY RD



12/5/2023

- Roads
- Tax Parcel Labels
- Tax Parcels
- Effingham County Zoning
- AR-1
- AR-2
- Efn\_fin\_cache
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

1:13,091



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap  
USGS, METI/NASA, EPA, USDA

Item XIV. 3.

## Narrative for Agritourism Conditional Use Permit

### **1. What is the proposed use for the property?**

The proposed property use is an equestrian facility that serves individuals with disabilities and those in foster care by providing Equine-Assisted Activities. These activities benefit our participants' minds, bodies and spirits through promoting relationships with horses. We also provide job skills training for people with disabilities. The job skills opportunities will include, but are not limited to woodworking, horse care and gardening. Our site plan includes two buildings, one which will be used for our workshop and another which will include office space and classrooms, a covered arena and barn in order to expand our equine programs.

### **2. How is the property zoned now?**

The property is currently zoned under AR-1 with a conditional use permit for a rural business.

### **3. What is the zoning of adjacent property owners?**

The adjacent properties are zoned under AR-1.

### **4. What is the nearest county or state highway?**

The nearest highway is GA State Route 21, the property in question is located approximately 1.5 miles off the highway.

### **5. Explain in detail why you want to have this agritourism use or facility and how does it promote education of the public on farming or increase economic development in Effingham County?**

We are pursuing this conditional use permit because of the 1,000 square foot limitation of the rural business conditional use permit. Our plan is to build structures in the future that will allow for the growth of our programs so that our Equine Activities are not as weather dependent and to provide more space for training and educational opportunities.

The training and employment opportunities for our employees with disabilities will consist of agricultural programs which will include gardening, landscaping and woodworking, with the potential addition of beekeeping. In addition to the education of our employees, we plan to offer classes to the public related to Equine education. Additional opportunities for public education may include school field trips as well as opportunities for the general public to volunteer in our programs.

Skills training in these areas for this population will provide more opportunities for people for employment and will reduce the dependency on government assistance. We

also plan to sell produce to local individuals and businesses which will contribute to the local economy as well as create new jobs.

**6. How many acres of land do you propose to use in this agritourism use or facility?**

This property consists of 43.17 acres.

**7. How will the use of this facility protect and preserve the rural character of Effingham County?**

The addition of this facility will promote the rural character of Effingham County through its design, layout and function. All buildings will be set back off the main road and our goal is to maintain the look and feel of a ranch. Hay fields will be maintained in the front of the property. The primary use of the property will remain agricultural in nature including hay fields, horse pastures and gardens. The two additional buildings will be attractively designed with the look and feel of a barn and will also provide a space for educational activities related to agriculture and equines.

**8. What steps do you plan to take to ensure that you do not adversely impact neighboring farms or residents?**

In order to ensure that we do not adversely affect the neighboring properties, we will set our operations off the road by a minimum of 500 ft. and 350 ft from the adjacent properties. Noise will be kept to a minimum due to the nature of horses which requires a calm and quiet environment.

**9. Explain the daily operations with hours of operation**

Daily operations would begin at 7:30 AM and will conclude no later than 8:00 pm on weekdays. Early morning activities include tending to farm property and horses and working in our workshop to produce agricultural crafts. Afternoon is the primary time for our clients to attend after school is over in order to participate in equine assisted activities.

**10. Explain the goals and projected growth for the business**

The following are our goals over the next 3-5 years

2024

- Establish all three programs on site and obtain horses
- Begin planning process for workshop building
- Start a pilot program for garden to begin growing fresh produce

2025-2026

- Complete workshop building and expand supported employment program to add more job training opportunities for people with disabilities in partnership with local businesses

- Begin planning process and capital campaign for covered arena
- Expand programs and add horses, bringing the entire herd up to ten horses

2027-2030

- Begin building covered arena building in three stages, starting with the arena itself, an educational building and adding a barn.
- Continue to expand programs to serve a total of 100 individuals with disabilities and in foster care weekly across our three programs

#### **11. Provide the expected number of daily visitors**

Currently we have 11 people onsite for our supported employment program two days per week and the rest of the days we have 4-5 staff and volunteers onsite.

At the completion of the buildings included in this plan, we estimate having approximately 60 visitors per weekday, who would not all present at the same time. This includes an estimated five office and barn staff, ten supported staff members, thirty clients and family members and fifteen volunteers.

#### **12. Provide an emergency evacuation plan**

In case of extreme weather conditions, all activities will be canceled in accordance with Effingham County School closures.

In the case of a tornado, individuals will go into the house, which is a brick building and will remain in the main bathroom, which has no outward facing windows.

In the event of a disaster such as a fire, in which being onsite is no longer safe, there are two ways to exit the property. One is through the main entrance which is always kept open during business hours and there is an additional gate to the side.

All buildings on property will have both a front and back entrance and signs posted with evacuation routes.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024

**Item Description:** **Hallie Myers** as agent for **Blue Sky Acres, Inc.** requests a **conditional use** for an **Agritourism Business**. Located at 729 Ardmore Oaky Road. [Map# 285 Parcel# 5]

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request for a **conditional use** for an **Agritourism Business**.

### Executive Summary/Background

- The request for Agritourism Business - Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, **Section 5.1.2.13 - Agritourism Business**
- At the June 6, 2023, Board of Commissioners meeting, a conditional use for a rural business, to allow for an equine therapy facility was approved.
- On November 7, 2023, the Agritourism Business ordinance had its second reading and was passed unanimously by the Board of Commissioners.
- The applicant is requesting the Agritourism Business conditional use as their future plans to expand include a workshop to provide job training for people with disabilities, and a classroom and covered arena for equine programs.
- The largest building the applicant plans to erect in the future, the covered arena, will be placed in the middle of the property and will be 500ft from the road and 350ft from property lines.
- Staff and the applicants have met multiple times to discuss the original rural business and Agritourism Business conditional use. The applicants have provided all necessary documentation including a concept site plan and a business narrative.
- The applicant has continuously worked with staff while the Agritourism Business ordinance was in draft form, with plans to apply for Agritourism Business when it was complete.
- Per the Agritourism Business ordinance, examples of uses permitted include the following:
  1. On-farm sales
  2. Pick your own.
  3. Agricultural crafts/ gift sales
  4. Fee fishing/ hunting
  5. Wildlife viewing and photography.
  6. Equine related activities
  7. Wagon rides
  8. School tours
  9. Garden/ Nursery tours
  10. Farm Technical Demonstrations and sales  
(canning, weaving, soap-making, etc.)
  11. Winery tastings or tours
  12. Corn mazes
  13. Haunted attractions
  14. Small, private zoological attractions or  
sanctuary
  15. Christmas tree farms

- This conditional use for Agritourism Business is consistent with the Future Land Use Map for this well. This parcel is projected to be an agricultural area.
- At the January 10, 2024, Planning Board meeting, Mr. Peter Higgins made a motion for approval. The motion was second by Mr. Brad Smith and carried unanimously.

**Alternatives**

1. **Approve** the request of a **conditional use** for an **Agritourism Business** with the following conditions:
  - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
2. **Deny** the request of a **conditional use** for an **Agritourism Business**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
285-5

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
285-5

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, HALLIE MYERS AS AGENT FOR BLLUE SKY ACRES, INC. has filed an application for a conditional use to allow for an Agritourism business; map and parcel number 285-5, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 9, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for an Agritourism business; map and parcel number 285-5, located in the 3<sup>rd</sup> commissioner district, is approved, with the following conditions:

- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Variance (Third District)  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024

**Item Description:** **Hallie Myers** as agent for **Blue Sky Acres, Inc.** requests a **variance** from ordinance Section 3.4.1, to allow for a reduction in the required buffers. Located at 729 Ardmore Oaky Road. **[Map# 285 Parcel# 5]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request for a **variance** from ordinance Section 3.4.1, to allow for a reduction in the required buffers.

### 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 requests a variance from Section 3.4.1, as this property and surrounding area have continually been farmland. A planted buffer in this section would take away from the rural aesthetics of the area.
- The parcel is zoned AR-1 and has frontage on a County maintained road.
- In June 2023, the applicant received a conditional use for the rural business and is actively working towards a conditional use for Agritourism Business.
- The buffers will be:
  - 0' buffer along the east property line, there is currently a fence that separates the two parcels.
  - 10' landscaped buffer along Ardmore Oaky Road
  - 0' buffer along the west property line, there is currently approximately 20' of trees.
  - No variance needed along the northern property line as the buffer exceeds 300'.
- At the January 10, 2024, Planning Board meeting, Mr. Brad Smith made a motion for approval. The motion was approved by Mr. Peter Higgins and carried unanimously.

### Alternatives

1. **Approve** the request for **variance**.
2. **Deny** the request for **variance**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Conditional Use application

2. Aerial photograph 3. Deed

<p><b>VAR-23-4</b>                  Variance Application                  Status: Active                  Submitted On: 12/5/2023</p>	<p><b>Primary Location</b>                  729 Ardmore-Oaky Road                  Springfield, GA 31329</p> <p><b>Owner</b>                  Blue Sky Acres Inc.                  Ardmore Oaky Rd 729                  Springfield, GA 31329</p>	<p><b>Applicant</b>   Hallie Myers   843-621-2321   hallie@blueskyacres.org   105 Daytona Drive                  Bloomingdale, GA 31302</p>
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### Staff Review

<p> <b>Planning Board Meeting Date*</b>                  01/09/2024</p>	<p> <b>Public Notification Letters Mailed</b>                  12/18/2023</p>
<p> <b>Planning Board Ads</b>                  12/20/2023</p>	<p> <b>Staff Recommendation</b>                  -</p>
<p> <b>Staff Description</b></p>	<p> <b>Board of Commissioner Meeting Date*</b>                  02/06/2024</p>
<p> <b>Board of Commissioner Ads</b>                  01/17/2024</p>	<p> <b>Commissioner District*</b>                  3rd</p>
<p> <b>Staff Description - Variance</b>                  Buffer reduction</p>	<p> <b>Request Approved or Denied</b>                  -</p>

## General Information

**Zoning District\***

AR-1

**Map/Parcel Number\***

02850005

**Describe why the variance is needed\***

A variance is needed from the standard buffer requirement because this property and surrounding areas have been farmland for many years. A buffer would be a disruption to the rural appearance of this community and would take away from the open farmland in this area.

**How does request meet criteria of Section 7.1.8?**

The intent of this variance is to create a property that matches the rural feel of the area which is surrounded by fields and pasture land. The largest building we plan to put up is located in the middle of the property and includes a barn, offices and covered arena. This building will be placed over 500 ft from the road and over 350 feet from the property lines. The placement of this building would mitigate any noise produced which would already be minimal due to the nature of horses who need a quiet, peaceful environment.

A secondary building would be placed towards the back of the property and would function as a workshop building. Both of these buildings will be designed in a barn/ranch style in order to fit with the appearance of other properties in the area.

**Who is applying for variance request?\***

Agent

---

## Applicant Information

**Applicant Name\***

Hallie Myers

**Applicant Phone Number\***

843-621-2321

**Applicant Email Address\***

hallie@blueskyacres.org

**Applicant Address\***

105 Daytona Drive

**City\***

Bloomingtondale

**State\***

Ga

**Zip Code\***

31302

---

## Owner of Record

**Owner Name\***

Blue Sky Acres Inc. (Agent: Jane Leslie Williams)

**Owner Phone Number\***

912-785-0223

**Owner Email Address\***

info@blueskyacres.org

**Owner Address\***

729 Ardmore Oaky Rd

**City\***

Springfield

**State\***

GA

**Zip Code\***

31329

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## Signature

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

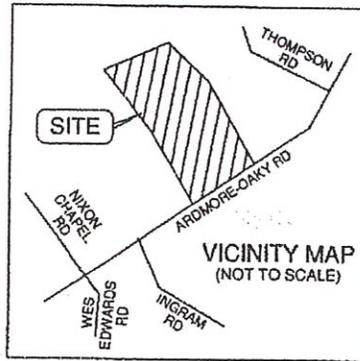
2814455200  
PARTICIPANT ID

**BK:29 PG:715-715**

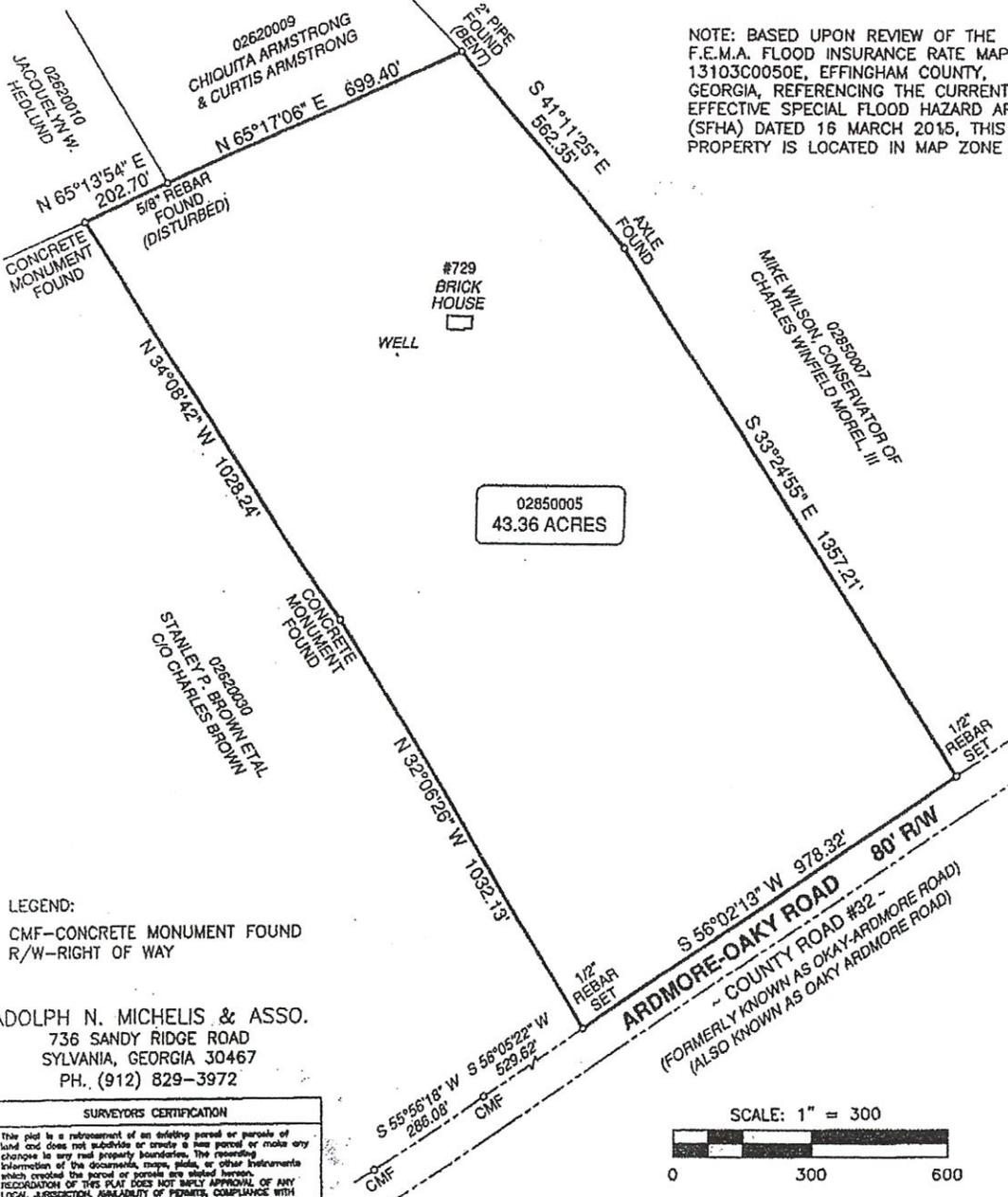
**P2023000209**

FILED IN OFFICE  
CLERK OF COURT  
11/20/2023 10:54 AM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*



NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP 13103C0050E, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 16 MARCH 2015, THIS PROPERTY IS LOCATED IN MAP ZONE X.



02850005  
43.36 ACRES

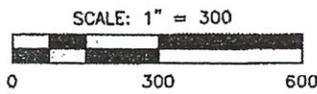
LEGEND:  
CMF—CONCRETE MONUMENT FOUND  
R/W—RIGHT OF WAY

ADOLPH N. MICHELIS & ASSO.  
736 SANDY RIDGE ROAD  
SYLVANIA, GEORGIA 30467  
PH. (912) 829-3972

**SURVEYORS CERTIFICATION**

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plans, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, 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 18-8-67.

*Adolph N. Michelis*  
NOV 20 2023  
GA. REG. LS. LIC. NO. 1223 11/20-23 DATE



**RETRACEMENT SURVEY FOR  
BLUE SKY ACRES, INC.**

SURVEY OF 43.36 ACRES  
MAP & PARCEL 02850005  
LOCATED IN THE 12TH G.M.D.  
EFFINGHAM COUNTY, GEORGIA  
SURVEYED 6 NOVEMBER 2023  
PLAT PREPARED 7 NOVEMBER 2023

REFERENCES:  
PLAT BOOK 14, PAGE 480  
PLAT BOOK B138, PAGE F2  
PLAT BOOK C126, PAGE E1  
PLAT BOOK D38, PAGE A2

EQUIPMENT USED:  
TOPCON 303 TOTAL STATION  
ERROR OF CLOSURE  
1:24,000 PLAT NOT ADJUSTED

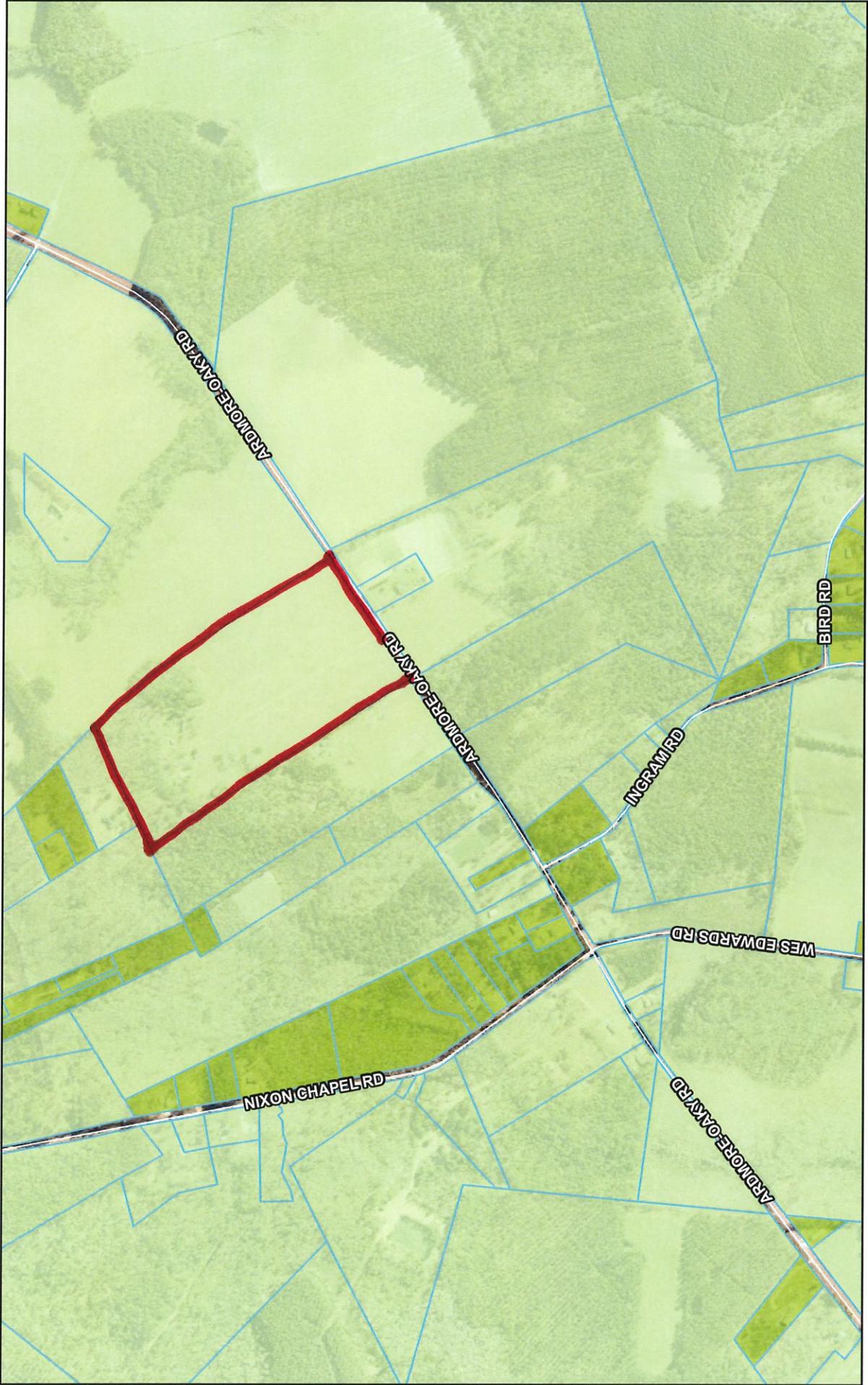
Item XIV. 5.

# 285-5 729 ARDMORE OAKY RD



Item XIV. 5.

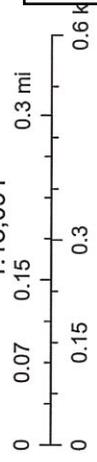
# 285-5 729 ARDMORE OAKY RD



12/5/2023

- Roads
- Tax Parcel Labels
- Tax Parcels
- AR-2
- AR-1
- Efn\_fin\_cache
- AR-1
- AR-2
- AR-3
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

1:13,091



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Internat  
USGS, METI/NASA, EPA, USDA

Item XIV. 5.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024

**Item Description:** **Hallie Myers** as agent for **Blue Sky Acres, Inc.** requests a **variance** from ordinance Section 3.4.1, to allow for a reduction in the required buffers. Located at 729 Ardmore Oaky Road. **[Map# 285 Parcel# 5]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request for a **variance** from ordinance Section 3.4.1, to allow for a reduction in the required buffers.

### 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 requests a variance from Section 3.4.1, as this property and surrounding area have continually been farmland. A planted buffer in this section would take away from the rural aesthetics of the area.
- The parcel is zoned AR-1 and has frontage on a County maintained road.
- In June 2023, the applicant received a conditional use for the rural business and is actively working towards a conditional use for Agritourism Business.
- The buffers will be:
  - 0' buffer along the east property line, there is currently a fence that separates the two parcels.
  - 10' landscaped buffer along Ardmore Oaky Road
  - 0' buffer along the west property line, there is currently approximately 20' of trees.
  - No variance needed along the northern property line as the buffer exceeds 300'.
- At the January 10, 2024, Planning Board meeting, Mr. Brad Smith made a motion for approval. The motion was approved by Mr. Peter Higgins and carried unanimously.

### Alternatives

1. **Approve** the request for **variance**.
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.  
285-5

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
285-5

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, HALLIE MYERS AS AGENT FOR BLUE SKY ACRES, INC. has filed an application for a variance, to allow for a reduction in required buffers; map and parcel number 285-5, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT a variance to allow for a reduction in required buffers ; map and parcel number 285-5, located in the 3<sup>rd</sup> commissioner district is approved.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

**Staff Report**

**Subject:** Rezoning (First District)  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Jamon Jones** as agent for **Perez Everardo Baca** requests to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant. Located at 2388 US Highway 80. **[Map# 354 Parcel# 28]**

**Summary Recommendation**

Staff has reviewed the application and recommends **approval** of the request to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant.

**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 a ready-mix concrete facility which is a permitted use within **I-1 Industrial Districts**.
- Per the Effingham County Code of Ordinances, ready-mix concrete facilities are light industrial uses.
- This parcel is currently zoned AR-1; to the north is an industrial zoned parcel, to the east and west are agricultural/residential zoned parcels, and to the south is a commercially zoned parcel.
- Due to the use of this proposed development being light industrial, the buffers required to the agricultural/residential zoned parcels is 150 feet, which the applicant has provided.
- There is an existing building on the parcel that will be utilized as an office.
- The Future Land Use Map does show this parcel as being transitional with the large amount of industrial close by.
- At the January 10, 2024, Planning Board meeting, Mr. Brad Smith made motion for **denial**. Mr. Peter Higgins second the motion. The motion carried 3 to 1 with Mr. Ryan Thompson opposing.
- The reason for denial was based on the surrounding residential parcels and the fact that this parcel is very open with limited buffers.

**Alternatives**

**1. Approve** the request to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant, with the following conditions:

- A GDOT Permit for access onto US Highway 80 will be required.
- A Sketch Plan shall be required.
- A dust remediation plan shall be submitted to the County for review.

**2. Deny** the request for to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

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

<b>RZN-23-15</b> Rezoning Application Status: Active Submitted On: 12/8/2023	<b>Primary Location</b> 2388 United States Highway 80 Bloomington, GA 31302 <b>Owner</b> PEREZ EVERARDO BACA P O BOX 917 POOLER, GA 31322	<b>Applicant</b>  Jamon Jones  843-540-7119 imexinvestmentgroup@gmail.com  126 mill ct Rincon, Ga 31326
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### Staff Review

 Planning Board Meeting Date\*

01/09/2024

 Board of Commissioner Meeting Date\*

02/06/2024

 Staff Description

Concrete Plant

 Georgia Militia District\*

1559

 Commissioner District\*

1st

 Public Notification Letters Mailed

12/18/2023

 Board of Commissioner Ads

01/17/2024

 Planning Board Ads

12/20/2023

 Request Approved or Denied

—

 Letter & ZMA Mailed

—

## Applicant Information

Who is applying for the rezoning request?*	Applicant / Agent Name*
Agent	Jamon Jones
Applicant Email Address*	Applicant Phone Number*
lmexinvestmentgroup@gmail.com	8435407119
Applicant Mailing Address*	Applicant City*
126 mill ct	Rincon
Applicant State & Zip Code*	🏠 Applicant Zip Code*
Ga	31326

---

## Property Owner Information

Owner's Name*	Owner's Email Address*
PEREZ EVERARDO BACA	MBACACONCRETE@YAHOO.COM
Owner's Phone Number*	Owner's Mailing Address*
912-856-2566	PO BOX 917
Owner's City*	Owner's State & Zip Code*
POOLER	GA
🏠 Owner's Zip Code*	
31322	

---

# Rezoning Information

**Present Zoning of Property\***

AR-1 (Agricultural Residential 5 or More Acres)

**Proposed Zoning of Property\***

I-1 (Industrial)

**Map & Parcel \***

354-28

**Proposed Road Access\***

Full access on driveway on U.S 80

**Total Acres \***

17.5

**Acres to be Rezoned\***

17.5

**Lot Characteristics \***

Cleared with trees at the property boundary and existing building on site

**Water Connection \***

Private Well

**Sewer Connection**

Private Septic System

**Justification for Rezoning Amendment \***

Rezoning to construct concrete plant

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

**North\***

I-1/Ar-1

**South\***

Ar-1

**East\***

Ar-1

**West\***

Ar-2

**Describe the current use of the property you wish to rezone.\***

The current property is zoned AR-1

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

The Ar-1 zone allows multiple residential uses with no more than 1 unit per 5 Acres. Other uses are allowed with conditional use Approval.

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

The site is proposed to be rezoned to I-1 for the construction of a concrete plant.

**Describe the uses of the other property in the vicinity of the property you wish to rezone?\***

Ar-1,Ar-2, B3 and I-1 are all uses within 1,000 feet of the site. The property currently zoned I-1 is directly north of the proposed property.

**Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?\***

A property north of the site is currently zoned I-1. This rezone will match the zoning of this property. Remaining uses include Ar-1, Ar-2 and B-3. The site will also meet all necessary buffers should the zoning for the remaining parcels remain unchanged.

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

The proposed project will not have / is not expected to cause excessive or burdensome use of facilities. Site will be constructed on a state route, which is designed to support the use.

**Digital Signature\***

✓ Jamon J Jones  
Dec 8, 2023

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## Attachments



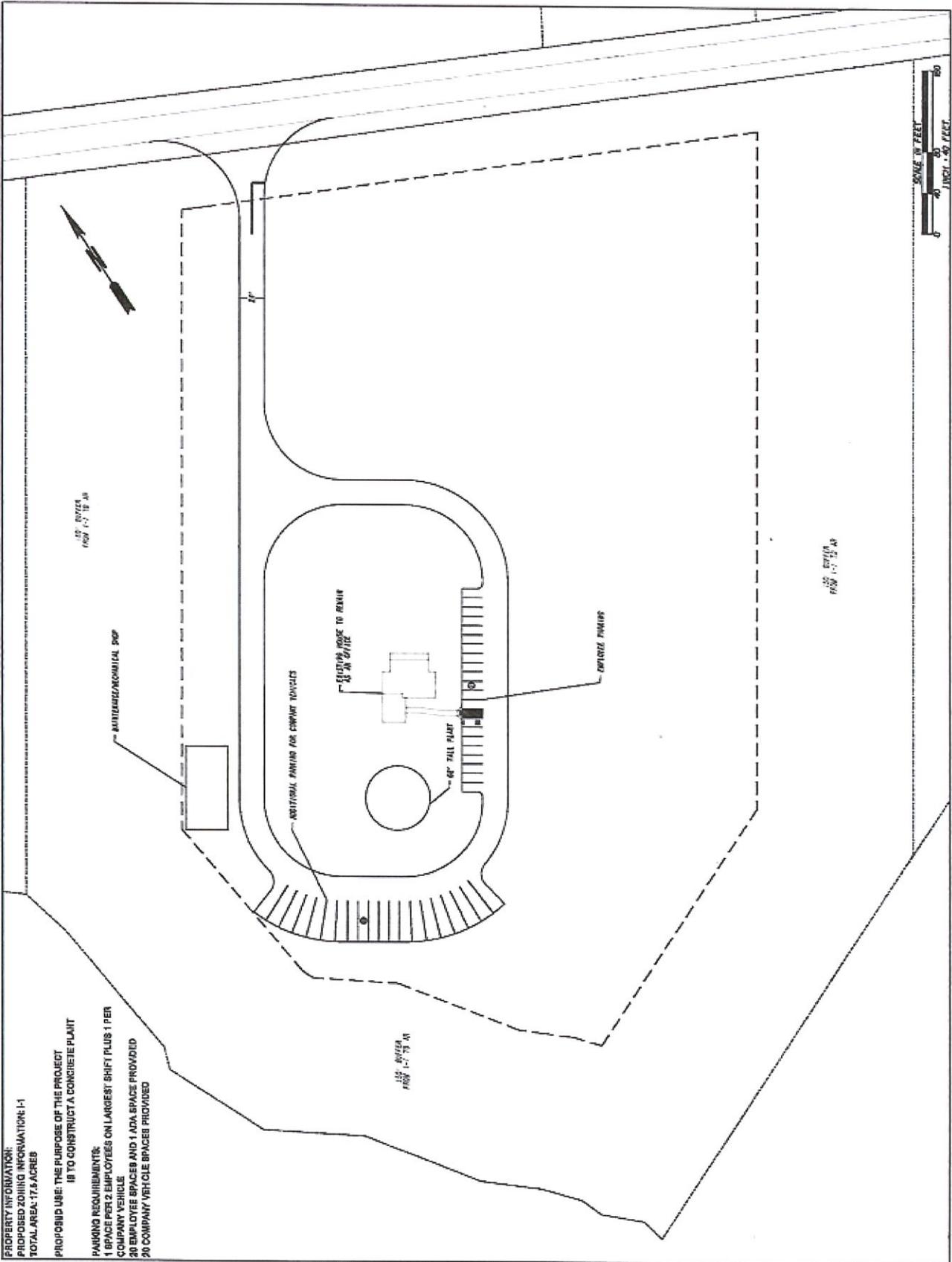
REVISIONS

**COASTAL ENGINEERING AND CONSULTING**  
6605 ABERCORN STREET, SUITE 210D  
SAVANNAH, GA 31405  
PH: (912) 964-4509

**HIGHWAY 80 INDUSTRIAL SITE**  
BIRMINGHAM COUNTY, GEORGIA  
IMEX INVESTMENT GROUP  
SITE PLAN

SHEET NO.

**C400**



**PROPERTY INFORMATION:**  
**PROPOSED ZONING INFORMATION:** I-1  
**TOTAL AREA:** 17.5 ACRES

**PROPOSED USE:** THE PURPOSE OF THE PROJECT IS TO CONSTRUCT A CONCRETE PLANT

**PARKING REQUIREMENTS:**  
 1 SPACE PER 2 EMPLOYEES ON LARGEST SHIFT PLUS 1 PER COMPANY VEHICLE  
 20 EMPLOYEE SPACES AND 1 ADA SPACE PROVIDED  
 20 COMPANY VEHICLE SPACES PROVIDED

FILED FOR RECORD  
 Plat BOOK D 13  
 PAGE NO. 23

2014 FEB 28 AM 11: 53

ELIZABETH Z. HORSEY  
 CLERK E.C.C.S.C.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY  
 ZONING ADMINISTRATOR  
*Age B. B. B.*  
 ZONING ADMINISTRATOR  
 DATE 2-24-2014

NOTE: SUBJECT PROPERTY IS A RE-  
 COMBINATION OF MAP & PARCEL 354  
 -28 & 28A OF THE EFFINGHAM CTY.  
 TAX ASSESSORS FILE.

LINE AND COURSE	53.00'
L-1 S-09 30 49-E	53.00'
L-2 S-03 30 49-E	154.40'
L-3 S-18 44 11-W	23.10'
L-4 S-18 30 49-E	108.90'
L-5 S-46 30 49-E	92.40'
L-6 S-29 00 49-E	118.80'
L-7 S-42 30 49-E	35.75'
L-8 S-42 30 49-E	21.05'
L-9 S-34 00 49-E	40.30'
L-10 S-15 00 49-E	23.10'
L-11 S-40 00 49-E	40.30'
L-12 S-08 00 49-E	24.40'

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE  
 RATE MAP, EFFINGHAM COUNTY, GEORGIA, COMMUNITY PANEL NO.  
 130076 0155 C, EFFECTIVE SEPT 3, 1992, THIS PROPERTY IS  
 LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

EQUIP. USED:  
 TOTAL STATION  
 TOPCON 303

ERROR OF CLOSURE  
 EXCEEDS 1:10,000'

PLAT NOT ADJUSTED

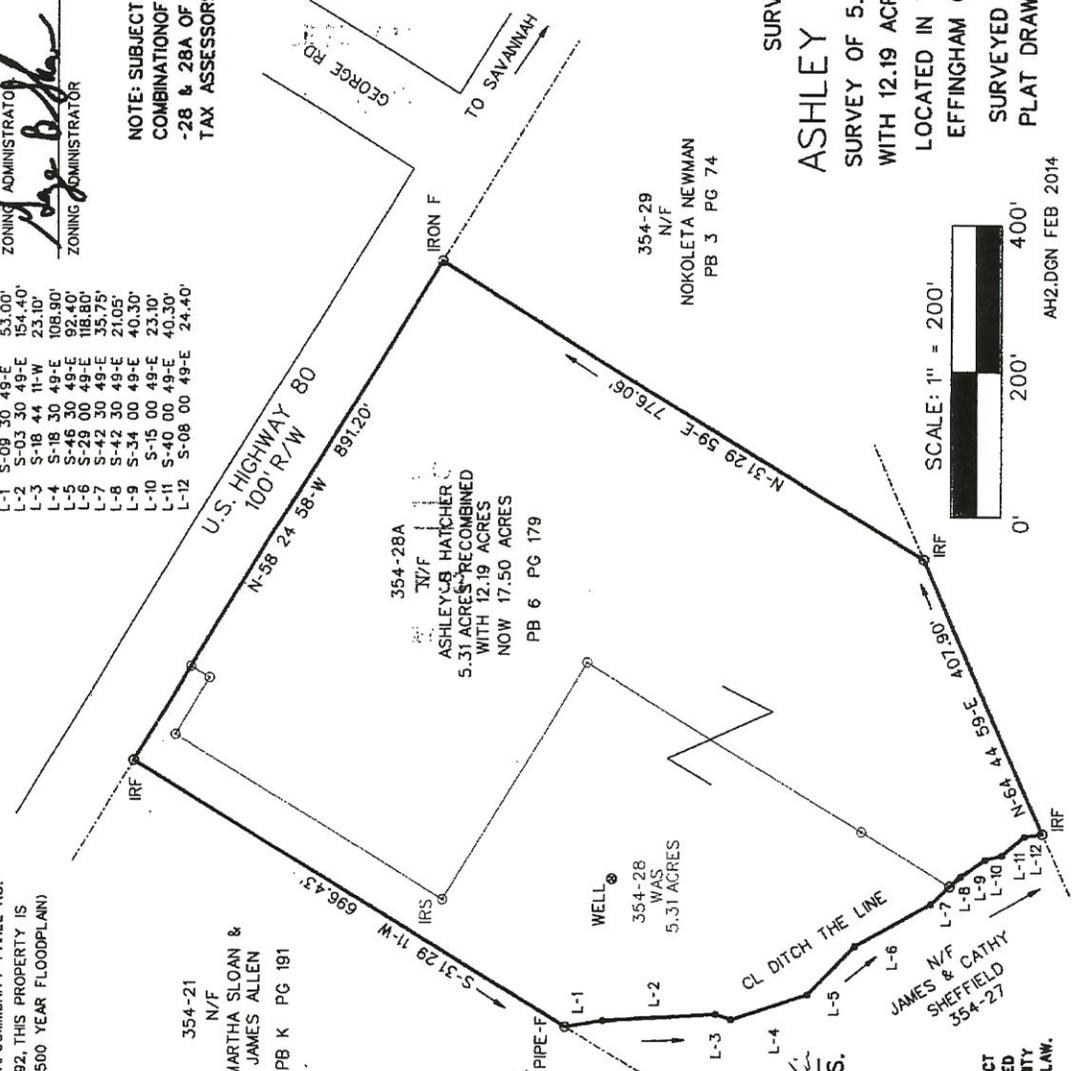
LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC. MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE



*Adolph N. Michelis*  
 ADOLPH N. MICHELIS R.L.S.  
 GA. Reg. L. S. • 1323  
 736 SANDY RIDGE ROAD  
 SYLVANIA, GEORGIA 30467  
 PH. (912) 829 3972

IN MY OPINION, THIS PLAT IS A CORRECT  
 REPRESENTATION OF THE LAND PLATTED  
 AND HAS BEEN PREPARED IN CONFORMITY  
 WITH THE MINIMUM REQUIREMENTS OF LAW.



SURVEY FOR  
**ASHLEY S. HATCHER**  
 SURVEY OF 5.31 ACRES COMBINED  
 WITH 12.19 ACRES, NOW 17.50 AC.  
 LOCATED IN THE 1559TH, G.M.D.  
 EFFINGHAM COUNTY, GEORGIA

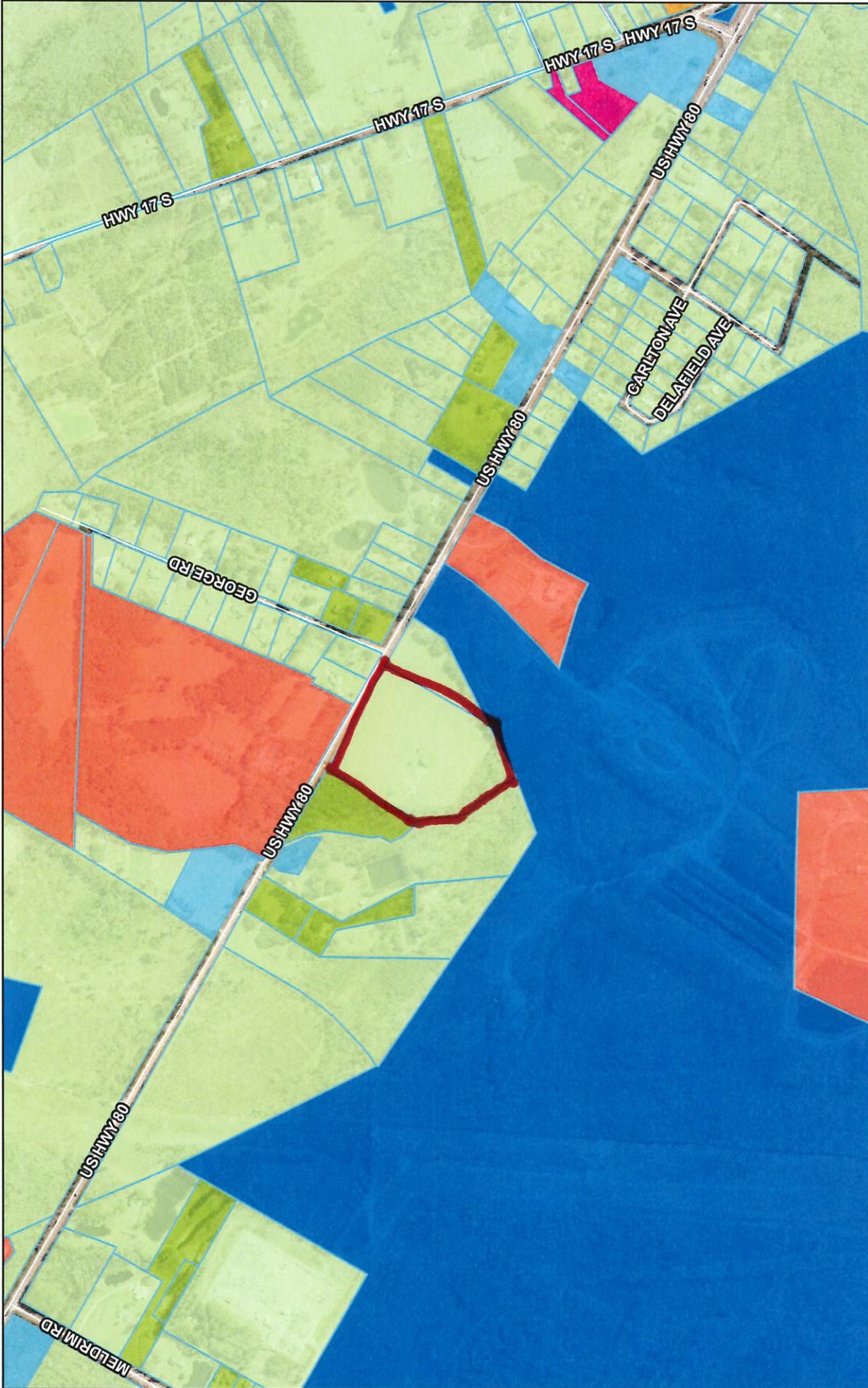
SURVEYED 17 FEB 2014  
 PLAT DRAWN 18 FEB 2014



AH2.DGN FEB 2014



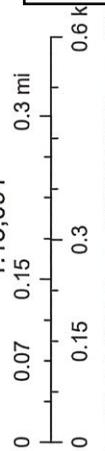
354-28 2388 US HWY 80



12/8/2023

- Roads
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
  - R-1
  - R-4
  - B-2
  - B-3
  - Efn\_fin\_cache
- AR-1
- AR-2
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- I-1

1:13,091



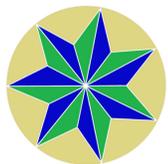
Item XIV. 7.

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USG  
METINASA, EPA, USDA, Effingham County BOC





**Atlantic Star LLC.**  
 Landscape Architecture/Living Roofs



101 Winchester Dr., Savannah, GA 31410 P: 912.398.6662 F: 912.335.3447

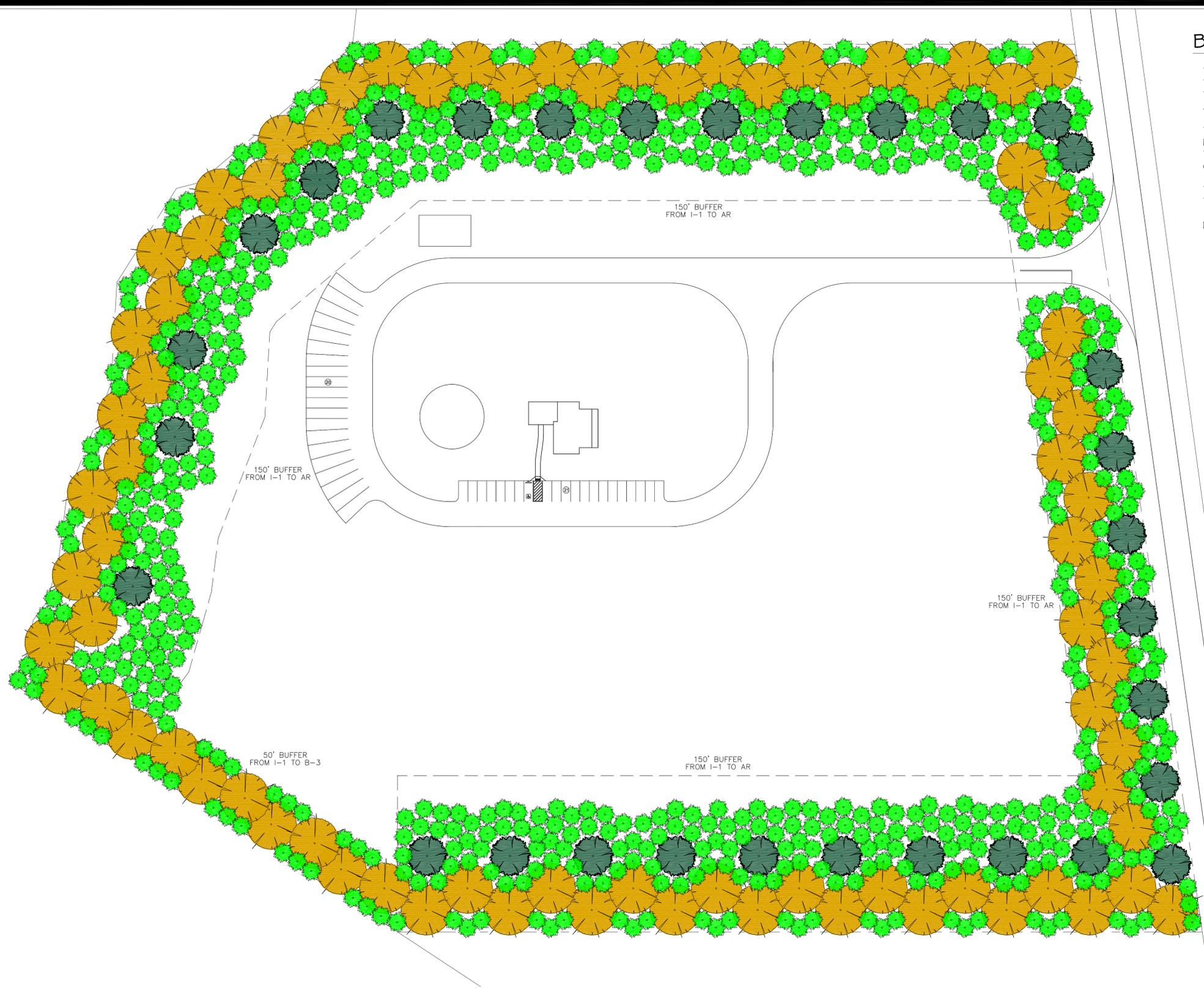
**BUFFER LANDSCAPE REQUIREMENTS**

TOTAL OUTER BUFFER LENGTH = 3,512.28 LF  
 TOTAL INNER BUFFER LENGTH = 2,714.25 LF  
 TOTAL AVERAGE BUFFER LENGTH = 3,512.28 + 2,714.25 = 6,226.53/2 = 3,113.26 LF

TOTAL LARGE CANOPY TREES REQUIRED = 1 TREE PER 30LF = 3,113.26/30 = 103.77 = 104 TREES  
 TOTAL UNDERSTORY PLANTINGS REQUIRED = 1 PLANT PER 5LF = 3,113.26/5 = 622.65 = 623 PLANTS

TOTAL LARGE CANOPY TREES PROVIDED = 109  
 TOTAL UNDERSTORY PLANTINGS PROVIDED = 626

EXCEEDS MINIMUM BUFFER PLANTING REQUIREMENTS



**LARGE CANOPY TREES**

COMMON NAME	BOTANICAL NAME	SIZE
LIVE OAK	Quercus virginiana	2" cal.
BALD CYPRESS	Taxodium distichum	2" cal.
BLACK GUM	Nyssa sylvatica	2" cal.
EASTERN RED CEDAR	Juniperus virginiana	2" cal.
SOUTHERN MAGNOLIA	Magnolia grandiflora	2" cal.
RED MAPLE	Acer rubrum	2" cal.
SHUMARD OAK	Quercus shumardii	2" cal.

**UNDERSTORY PLANTS**

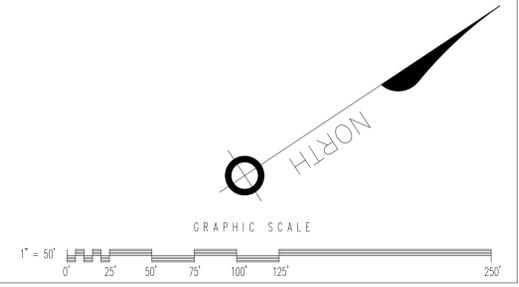
COMMON NAME	BOTANICAL NAME	SIZE
AMERICAN FRINGE TREE	Chionanthus virginicus	3 gal.
WAX MYRTLE	Myrica cerifera	3 gal.
WEeping YAUPON HOLLY	Ilex vomitoria 'Pendula'	3 gal.
LITTLE GEM MAGNOLIA	Magnolia grandiflora 'Little Gem'	3 gal.
PINEAPPLE GUAVA	Acca sellowiana	3 gal.
SWEET VIBURNUM	Viburnum odorotissimum	3 gal.
BOTTLEBRUSH	Callistemon viminalis	3 gal.
SAW PALMETTO	Serenoa repens	3 gal.

DESIGNED	SRM	DATE: 1/2/24
DRAWN	SRM	JOB NO.
CHECKED	SRM	SCALE: 1" = 50'-0"

DESIGNED	SRM	DATE: 1/2/24
DRAWN	SRM	JOB NO.
CHECKED	SRM	SCALE: 1" = 50'-0"

HIGHWAY 80 INDUSTRIAL SITE  
 EFFINGHAM COUNTY, GEORGIA  
 FOR  
 COASTAL ENGINEERING AND CONSULTING  
**BUFFER CONCEPT PLAN**

SHEET  
**L1.0**



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 X

Of the rezoning request by applicant **Jamon Jones as agent for Perez Everado Baca – (Map # 354 Parcels # 28)** from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

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

D.B

Items

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL PEH

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P.H.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL X

3:1  
1 vote  
against  
demol.

*[Handwritten signature]*

Of the rezoning request by applicant **Jamon Jones as agent for Perez Everado Baca – (Map # 354 Parcels # 28)** from AR-1 to I-1 zoning.

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

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

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

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

*the fact that it is open field.*

*R.T*

9.5

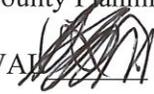
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL 

Of the rezoning request by applicant **Jamon Jones as agent for Perez Everado Baca – (Map # 354 Parcels # 28)** from AR-1 to I-1 zoning.

- Yes  No  1. Is this proposal inconsistent with the county’s master plan?
- Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes  No  7. Are nearby residents opposed to the proposed zoning change?
- Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Jamon Jones** as agent for **Perez Everardo Baca** requests to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant. Located at 2388 US Highway 80. **[Map# 354 Parcel# 28]**

### Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant.

### 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 a ready-mix concrete facility which is a permitted use within **I-1 Industrial Districts**.
- Per the Effingham County Code of Ordinances, ready-mix concrete facilities are light industrial uses.
- This parcel is currently zoned AR-1; to the north is an industrial zoned parcel, to the east and west are agricultural/residential zoned parcels, and to the south is a commercially zoned parcel.
- Due to the use of this proposed development being light industrial, the buffers required to the agricultural/residential zoned parcels is 150 feet, which the applicant has provided.
- There is an existing building on the parcel that will be utilized as an office.
- The Future Land Use Map does show this parcel as being transitional with the large amount of industrial close by.
- At the January 10, 2024, Planning Board meeting, Mr. Brad Smith made motion for **denial**. Mr. Peter Higgins second the motion. The motion carried 3 to 1 with Mr. Ryan Thompson opposing.
- The reason for denial was based on the surrounding residential parcels and the fact that this parcel is very open with limited buffers.

### Alternatives

**1. Approve** the request to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant, with the following conditions:

- A GDOT Permit for access onto US Highway 80 will be required.
- A Sketch Plan shall be required.
- A dust remediation plan shall be submitted to the County for review.

**2. Deny** the request for to **rezone +/- 17.5 acres from AR-1 to I-1** to allow for a concrete plant.

**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.  
354-28

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
354-28

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, JAMON JONES AS AGENT FOR PEREZ EVERADO BACA has filed an application to rezone seventeen and five hundredth (17.5) +/- acres; from AR-1 to I-1 to allow for a concrete plant; map and parcel number 354-28, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT seventeen and five hundredth (17.5) +/- acres; map and parcel number 354-28, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to I-1 to allow for a concrete plant, with the following conditions:

- A GDOT Permit for access onto US Highway 80 will be required.
- A Sketch Plan shall be required.
- A dust remediation plan shall be submitted to the County for review.

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:** February 6, 2024  
**Item Description:** **James Dasher as agent for Peggy Ann Boykin Beck** requests to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document. Located on Earl Laine Road. **[Map# 435 Parcel# 21, 21A, & 21B]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document.

### 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, 5.15 – PD Planned Development District.
- At the January 17, 2023, Board of Commissioners meeting, the board approved the request to rezone to PD residential.
- On December 4, 2023, the applicant met with Staff during a Technical Review Committee meeting to discuss a PD text amendment, as the new PD text now shows approximately 20 new lots with rear loading access.
- The changes for the text amendment come from the wetland delineation that was completed. This allowed for lots to be added along Earl Laine Road, with the rear load access.
- This rezoning is consistent with the Future Land Use Map for this area. These parcels are projected to be agricultural/residential.
- At the January 10, 2024, Planning Board meeting, Mr. Michael Hughes the engineer for the development requested that Sketch Plan condition be removed as the Master Plan that accompanies the PD text has been extensively reviewed.
- Mr. Brad Smith made a motion for approval. Mr. Peter Higgins second the motion and it carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document. Located on Earl Laine Road and Hodgeville Road.
  - Buffers along Hodgeville Road shall be replanted per Effingham County Code of Ordinances, section 3.4.2.
  - A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  - 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.
2. **Deny** the request for to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document. Located on Earl Laine Road and Hodgeville Road.

**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-23-14

Rezoning Application

Status: Active

Submitted On: 12/6/2023

### Primary Location

0

Owner

### Applicant

 Ryan Thompson

 912-547-5724

 thompson.r@tandh.com

 50 Park of Commerce Way

Savannah, GA 31405

## Staff Review

 Planning Board Meeting Date\*

01/09/2024

 Public Notification Letters Mailed

12/18/2023

 Planning Board Ads

12/20/2023

 Board of Commissioner Meeting Date\*

02/06/2024

 Board of Commissioner Ads

01/17/2024

 Commissioner District\*

2nd

 Staff Description

PD TEXT AMENDMENT 436-3,435-21B,435-21A,435-21

 Request Approved or Denied

—

## Applicant Information

Who is applying for the rezoning request?\*

Agent

Applicant / Agent Name\*

James Dasher

**Applicant Email Address\***

james@jamesdasher.com

**Applicant Phone Number\***

912-663-6239

**Applicant Mailing Address\***

114 PENNY LANE

**Applicant City\***

GUYTON

**Applicant State\***

GA

**Applicant Zip Code\***

31312

---

## Property Owner Information

**Owner's Name\***

Peggy Ann Boykin Beck (formerly  
Medaugh)

**Owner's Email Address\***

peggy@rbeckmd.com

**Owner's Phone Number\***

914-631-4182

**Owner's Mailing Address\***

8006 Oak Hammock Court

**Owner's City\***

JACKSONVILLE

**Owner's State\***

FL

**Owner's Zip Code\***

32256

---

## Rezoning Information

**Present Zoning of Property\***

PD (Planned Development)

**Proposed Zoning of Property\***

PD (Planned Development)

<b>Proposed Road Access*</b>	<b>Total Acres *</b>
Off of Earl Lain Road with improvement to such	116

**Acres to be Rezoned\***  
116

**Lot Characteristics \***  
See PD text

<b>Water Connection *</b>	<b>Name of Supplier*</b>
Public Water System	Effingham County

<b>Sewer Connection</b>	<b>Name of Supplier*</b>
Public Sewer System	Effingham County

**Justification for Rezoning Amendment \***

This is simply an amendment to the PD that was previously approved to account for the increased upland area available to create a more efficient and quality layout related to lots and open spaces provided.

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

<b>North*</b>	<b>South*</b>
AR-1 & R-1	R-1

<b>East*</b>	<b>West*</b>
AR-1, AR-2, R-1 and B-2	AR-1 & R-1

**Describe the current use of the property you wish to rezone.\***

Pasture area and undeveloped property

**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.\***

Planned Residential Neighborhood

**Describe the uses of the other property in the vicinity of the property you wish to rezone?\***

Residential neighborhoods and agricultural/residential uses

**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 PD as already approved will create a high quality residential development that will continue residential as the predominate use of the area.

**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

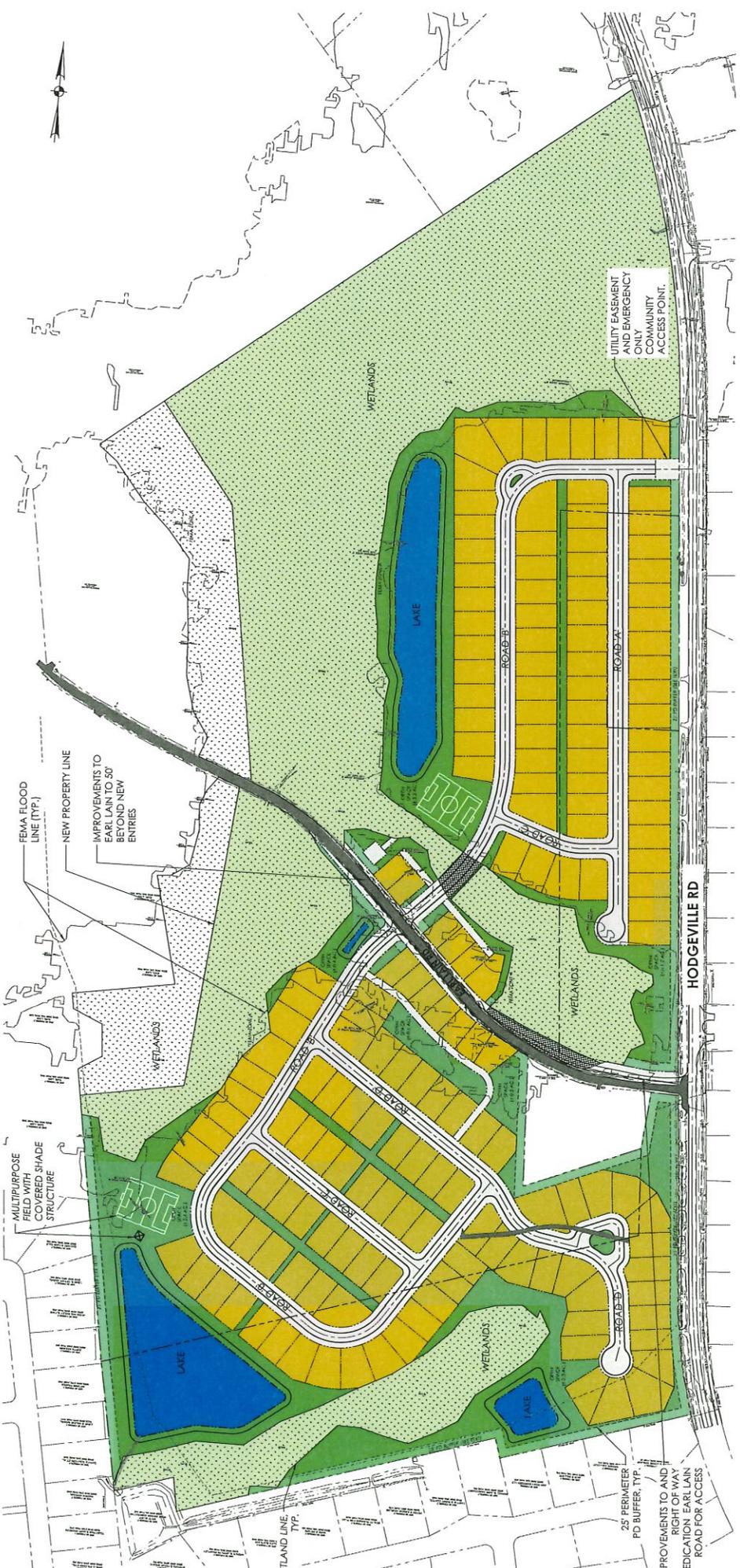
**Digital Signature\***

 James Dasher  
Dec 6, 2023

## Attachments



**Any additional supporting documentation.**  
2023-12-5 - Westgate PD amendment.pdf  
Uploaded by Ryan Thompson on Dec 6, 2023 at 12:25 PM



**SITE INFORMATION**

**APPLICANT**  
 FETZER LAKES DEVELOPMENT, LLC  
 114 PENNY LANE, GUYTON, GA 31312

**OWNER**  
 DOUGLAS WINWOOD BOYKIN  
 AND PEGGY ANNI BOYKIN MEDAUGH

**PIN**  
 04340003 & 04350021B (DOUGLAS WINWOOD BOYKIN), 04350021A & 04350021 (PEGGY ANNI BOYKIN MEDAUGH)

**FLOOD ZONES**  
 FLOOD ZONE A AREAS ARE TAKEN FROM THE DFRM MAP 13103C

**WETLANDS/TOPO**  
 WETLANDS AS SHOWN ARE BASED ON A PRELIMINARY WETLANDS ASSESSMENT BY BLC 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**  
 SITE ACREAGE = 116.7 GROSS AC/73 NET AC.  
 MIN PD OPEN SPACE REQUIRED = 23.3 AC. (11.7 AC. BUILDABLE)  
 BEING NON-BUILDABLE (WETLANDS AND LAKES)

**OPEN SPACE PROVIDED**  
 LAKES = 69.4 AC.  
 PRESERVED WETLANDS = 43.7 AC.  
 BUILDABLE OPEN SPACE = 20.2 AC. RESERVE. THE AREA SHOWN IS 120' X 150', WHICH IS THE SIZE OF A 10-U 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 THIS INFORMATION IS ESTIMATED THAT THIS PD WILL HAVE 130 PEOPLE 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 1-1 Development Standards**

Standard	Minimum	Maximum
Site	7,200 SF	Minimum
Width	8,400 SF	Minimum
Depth	70' average	Minimum
Height (Maximum)	35'	
Setbacks (Minimum)	10'	Minimum
Front	20'	(IF BEAK LOAD)
Side (Street)	7.5'	
Rear	15'	
Other	25'	

\*Rear loaded lots may be 6,000 sq. ft. min.  
 \*\*As measured at front setback line. Minimum may be 10' for the sloped line on out-lots or right-of-way.

**Table 1-2 Land Use**

Land Use	Acres +/-	Percentage of Site +/-
Residential Single Family Lots	24.6	21.0%
Lakes	5.7	4.9%
Wetlands	43.7	37.5%
Other	18.7	16.0%
<b>TOTAL</b>	<b>73.7</b>	<b>63.4%</b>

**Item XIV. 9.**

50 PARK OF COMMERCE WAY  
 SAVANNAH, GA 31405 • 912.234.5330  
 WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is subject to change and revision without prior notice to the owner. Dimensions and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

**THOMAS AND HUTTON**

COPYRIGHT © 2023 THOMAS & HUTTON

**WESTWOOD (FKA WINWOOD ACRES)**  
**PD MASTER PLAN / SKETCH PLAN**  
 EFFINGHAM COUNTY, GA

NOVEMBER 2022  
 REVISED: DECEMBER 2023

PREPARED FOR:  
 FETZER LAKES DEVELOPMENT, LLC

241

VICINITY MAP - 1" = 1000'

**SURVEY OF 115.91 ACERS BEING SUBDIVDED INTO THREE TRACTS BEING KNOWN AS THE DOW BOYKIN ESTATE LOCATED IN THE 9th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA**

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR  
*R.C.B. 12/3/2015*  
 ZONING ADMINISTRATOR DATE

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION  
*Robert D. Jao 12.3.15*  
 DIRECTOR DATE

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N8°43'33"W	358.15	1513.63	359.00	13°35'21"	180.34
C2	S84°32'51"E	87.39	1644.45	87.39	2°20'53"	33.70
C3	S86°52'10"E	85.89	1644.45	85.90	2°17'48"	32.95
C4	S85°51'10"E	107.77	874.01	107.84	7°04'11"	53.99
C5	S88°41'47"E	94.03	874.01	94.08	6°10'02"	47.08
C6	S49°58'05"E	123.72	874.01	123.83	8°07'03"	62.02
C7	S46°15'29"E	71.59	874.01	71.57	4°41'31"	35.81
C8	S49°15'19"E	130.31	839.78	130.94	8°59'01"	65.60
C9	S83°28'33"E	100.65	839.78	100.72	6°52'18"	50.42
C10	S84°33'04"E	65.95	1614.45	65.96	2°20'27"	32.98
C11	S86°52'09"E	64.66	1614.45	64.67	2°17'42"	32.34
C12	S65°50'31"E	111.14	804.01	111.21	7°02'54"	55.87
C13	S58°42'21"E	97.54	904.01	97.59	6°11'07"	48.84
C14	S49°58'00"E	128.81	904.01	128.92	8°10'16"	64.57
C15	S46°14'32"E	72.46	904.01	72.48	4°35'37"	36.26
C16	S49°14'49"E	125.68	809.78	125.81	8°54'05"	63.03
C17	S58°28'50"E	96.97	809.78	97.03	6°51'56"	48.57
C18	S63°08'35"E	62.77	809.78	62.78	4°28'32"	31.41
C19	N9°55'08"W	816.58	2885.70	819.33	16°18'04"	412.44
C20	N19°50'32"W	185.97	2885.70	186.00	3°41'35"	93.03

LINE	BEARING	HORIZ DIST
L1	S73°26'18"W	185.25
L2	N17°05'35"W	60.12
L3	N9°03'56"W	99.91
L4	S73°16'10"W	176.88
L5	N6°20'25"E	166.08
L6	S87°05'03"E	81.74
L7	S17°13'25"E	22.97
L8	S9°24'16"E	7.73
L9	N68°43'41"E	7.39
L10	S3°47'13"E	-161.05
L11	S88°07'07"E	191.08
L12	S61°21'27"E	34.81
L13	S52°34'58"E	45.31
L14	N56°22'12"E	208.85
L15	S64°35'38"E	89.19
L16	S88°07'07"E	190.72
L17	S65°24'44"E	55.23
L18	N88°47'16"E	138.00
L19	N88°47'16"E	209.83
L20	S43°39'48"E	3.27
L21	N8°26'16"W	98.95
L22	N8°25'24"W	83.32
L23	N9°24'16"W	122.47
L24	N9°45'28"W	110.17
L25	N9°38'23"W	109.97
L26	N9°34'18"W	42.61
L27	S73°20'36"W	124.55
L28	S73°16'10"W	124.03
L29	S73°16'10"W	124.80
L30	S73°16'10"W	138.39

BK D164 PG D  
 FILED  
 11:49 AM  
 12/11/2015  
 EFFINGHAM COUNTY SUPERIOR COURT  
 ELIZABETH Z. HURSEY  
 CLERK

- REFERENCES:**
1. PL BK C PG 183 F2
  2. PL BK A PG 285C
  3. PL BK 21 PG 128
  4. PL BK 18 PG 262
  5. PL BK D PG 95E-1
  6. PL BK A PG 385F
  7. PL BK A PG 354B
  8. PL BK B PG 94D

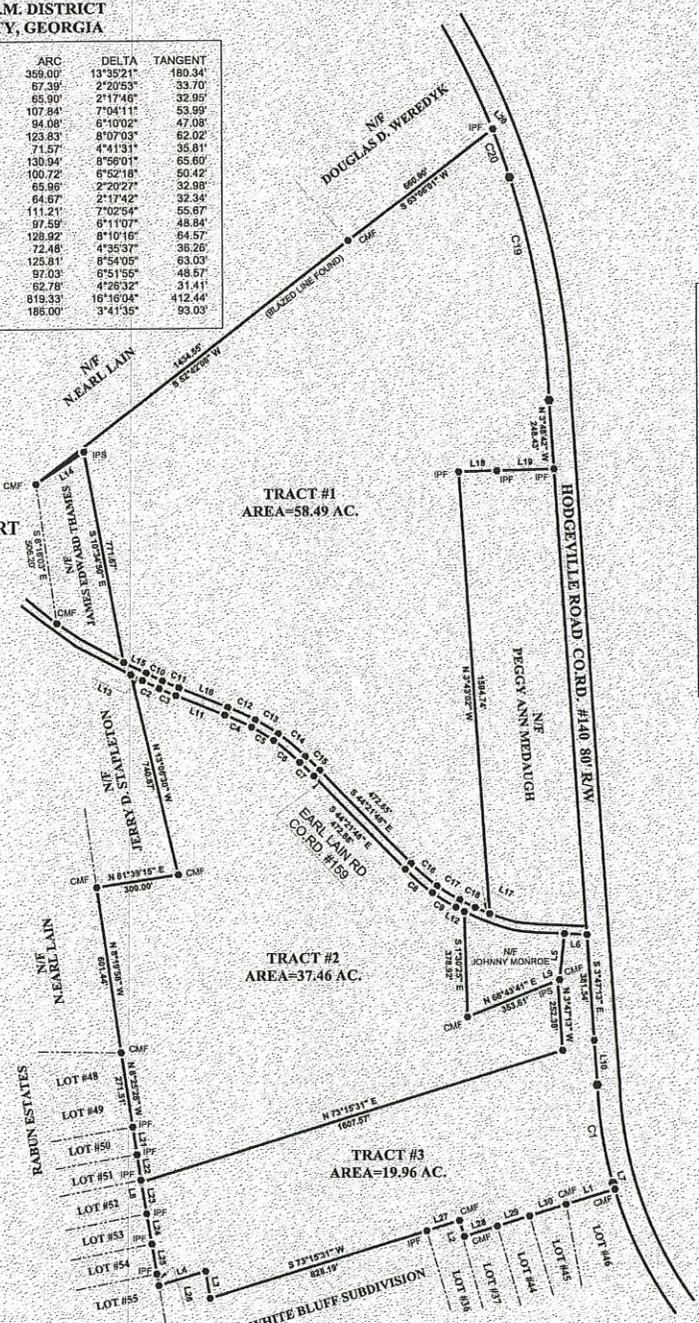
NO IMPROVEMENTS WERE LOCATED ON THIS PLAT AT THE TIME OF THIS SURVEY.  
 ALL CORNERS ON THIS PLAT ARE 5/8 REBARS UNLESS OTHER WISE NOTED ON THIS PLAT.  
 THE FIELD DATA WAS COLLECTED USING A TOPCON TOTAL STATION AND A CARLSON EXPLORER II DATA COLLECTOR.  
 THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.  
 THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.  
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET, AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPOUND RULE.  
 TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN A CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1976.

WILLIAM MARK GLISSON RLS #3316  
 300' 0 300' 600'  
 GRAPHIC SCALE 1"=300'



PREPARED BY  
**GLISSON LAND SURVEYING**  
 WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR  
 GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31864  
 377 TUCKER ROAD, CLAXTON, GEORGIA 30417  
 RINCON: 1912) 826 - 5283 CLAXTON: 0123) 252 - 7052  
 WMB@GLISSONLANDSURVEYING.COM

SURVEY FOR	
PEGGY ANN MEDAUGH	
COUNTY: EFFINGHAM	STATE: GA
GMD: 9 TH	LOT:
SCALE: 1"=300'	DATE: 11-19-15
FILE NUMBER: BOYKIN	
FIELD SURVEY DATE: 9/08/15	
TOTAL AREA: 115.91 AC.	



**HEALTH DEPARTMENT APPROVAL**  
 APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC  
 HEALTH DIVISION OF ENGINEERING AND SANITATION.

*Daniel L. Seal* 12.3.07  
 DIRECTOR DATE

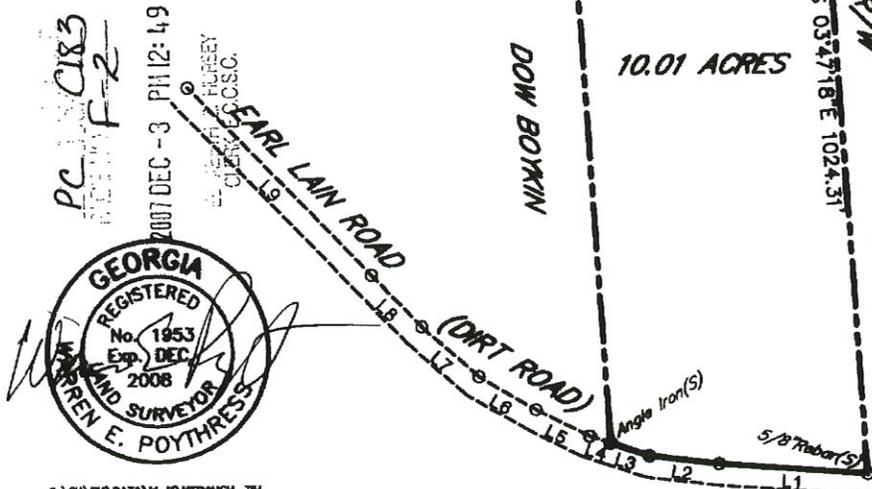
THIS LOT IS TO BE ADDED TO OTHER LANDS OF  
 PEGGY ANN MEDAUGH TO FORM ONE SINGLE LOT.

**APPROVAL EFFINGHAM COUNTY:**  
 APPROVED FOR RECORDING BY  
 EFFINGHAM COUNTY ZONING  
 ADMINISTRATION.

*D. Canley* 12/3/2007  
 ZONING ADMINISTRATOR DATE



Course	Bearing	Distance
L1	N 85°24'00" W	203.66'
L2	N 82°52'03" W	96.40'
L3	N 71°07'18" W	56.64'
L4	N 71°07'18" W	30.66'
L5	N 62°43'45" W	83.53'
L6	N 59°16'29" W	91.35'
L7	N 48°44'57" W	104.73'
L8	N 44°14'41" W	98.95'
L9	N 44°09'41" W	360.09'



C:\SU\DATA\W-11\MEDAUGH, TM  
 OF: MEDAUGH\W-11

**PROPERTY SURVEY  
 FOR  
 PEGGY ANN MEDAUGH**

**LOCATED IN THE 9TH G. M. D.,  
 EFFINGHAM COUNTY, GEORGIA**

DATE: MAY 24, 2007  
 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 26732 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 453940 FEET.

436-3 & 435-21B & 435-21A & 435-21



12/6/2023

Roads

Tax Parcel Labels Efn\_fin\_cache

Tax Parcels

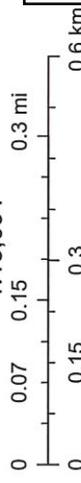
Red: Band\_1

Green: Band\_2

Blue: Band\_3

244

1:13,091

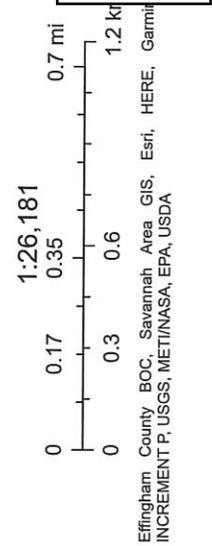
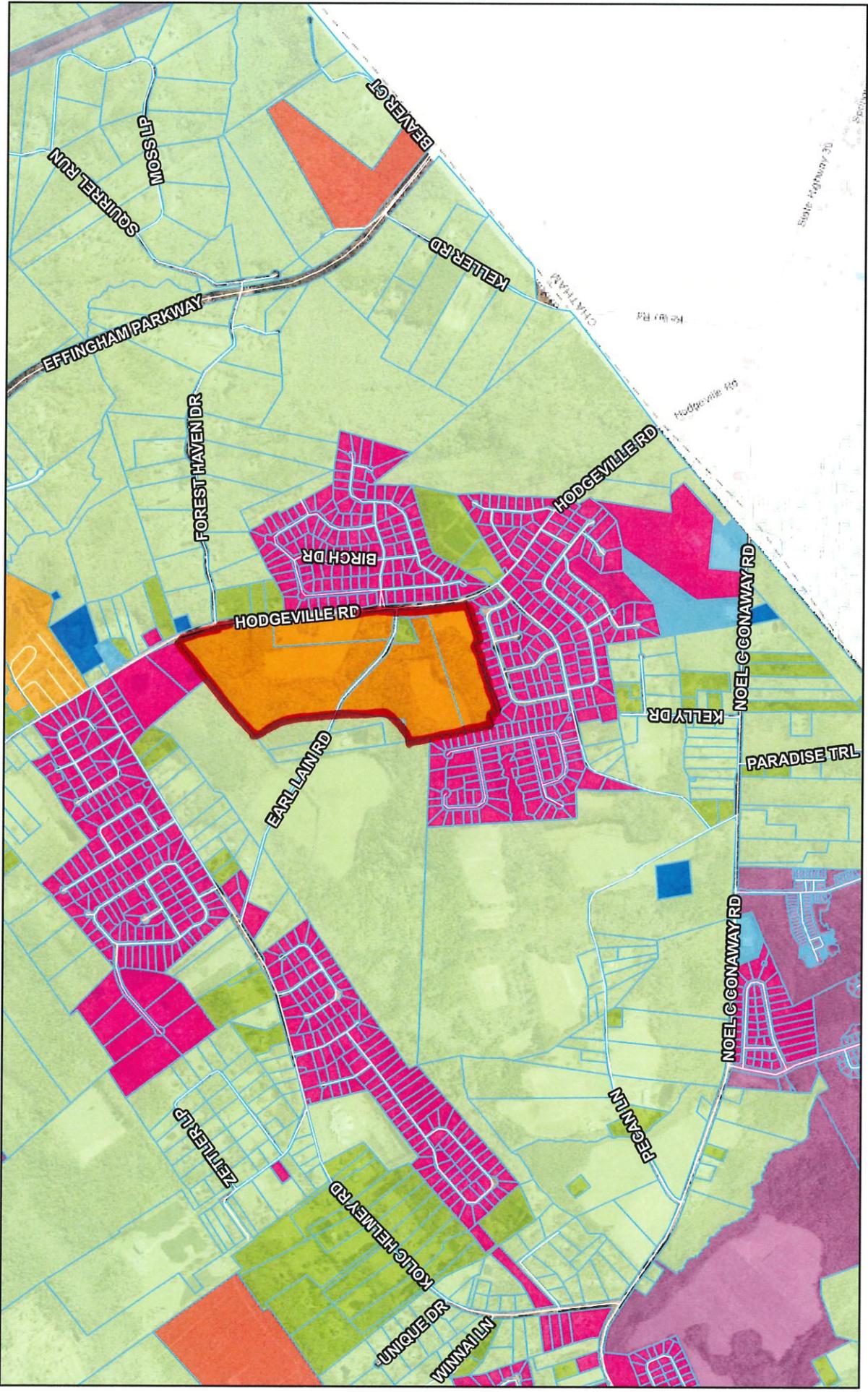


Item XIV. 9.

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METINASA, EPA, USDA, Effingham County BOC

436-3 & 435-21B & 435-21A & 435-21

Item XIV. 9.



1:26,181

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin  
INCREMENT P, USGS, METI/NASA, EPA, USDA

12/6/2023

Roads	Effingham County Zoning	Efn_fin_cache
Tax Parcels	R-1	PD-R
Tax Parcel Labels	AR-1	B-3
	AR-2	I-1
	B-2	R-4
	PD	B-2
		Other
		Red: Band_1
		Green: Band_2
		Blue: Band_3

**Planned Development District - Development Text Submitted for Westgate (FKA Winwood Acres) PD (update December 2023)**

Prepared by  
**Fetzer Lakes Development LLC**

Prepared by  
**Thomas & Hutton**

Documents submitted:

1. Development Text Amendment
2. Planned Development District Master Plan Amendment

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 to convey the intended scale of the development to aid to the County Staff, Commissioners, and the public to have a better understand what is being proposed. Amendments to the master plan or this text shall follow the process defined in Section 5.15.2.2 of the Effingham County Zoning Ordinance.

**A) General Description**

Project name: Westgate PD  
 PIN(s) 04360003 & 04350021B (Peggy Ann Boykin Medaugh and Douglas Winwood Boykin), 04350021A & 04350021 (Peggy Ann Boykin Medaugh)  
 Size: 116.0 acres  
 Location: 0 Hodgeville Road & 2210 Hodgeville Road (Peggy Ann Boykin Medaugh and Douglas Winwood Boykin), 2084 Hodgeville Road & 2054 Hodgeville Road (Peggy Ann Boykin Medaugh) - Effingham County, Georgia  
 Current zoning: PD-R  
 Proposed zoning: PD-R  
 Developer: Fetzer Lakes Development LLC

Boykin Prop/Hodgeville Road 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 that is cohesive and in keeping in terms of landscaping, street patterns, and land use relationships with the adjacent communities.

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Westgate (FKA Winwood Acres) Planned Development	1	Thomas & Hutton October 2022 (updated December 2023)
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**B) Present Ownership**

The property is under the ownership of Douglas Winwood Boykin and Peggy Ann Boykin Medaugh (see section of above for specific parcel information).

A general description of the properties included is:

**TRACT #1**

ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND SITUATE LYING AND BEING IN EFFINGHAM COUNTY, GEORGIA SHOWN AS “TRACT #1 AREA=58.49 AC.”, “TRACT #2 AREA=37.46 AC.”, AND “TRACT #3 AREA =19.96 AC.” UPON THAT CERTAIN PLAT ENTITLED “SURVEY OF 115.91 ACRES BEING SUBDIVIDED INTO THREE TRACTS BEING KNOWN AS THE DOW BOYKIN ESTATE LOCATED IN THE 9<sup>TH</sup> G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA” PREPARED BY GLISSON LAND SURVEYING DATED NOVEMBER 19, 2015 RECORDED IN PLAT BOOK D164, PAGE D IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA;

**AND ALSO,**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING EFFINGHAM COUNTY, GEORGIA CONTAINING SHOWN AS “10.01 ACRES” UPON THAT CERTAIN PLAT ENTITLED “PROPERTY SURVEY FOR PEGGY ANN MEDAUGH” MADE BY WARREN E. POYTHRESS DATED MAY 24, 2007, RECORDED IN PLAT BOOK C183, PAGE F2 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA;

**AND ALSO,**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING EFFINGHAM COUNTY, GEORGIA CONTAINING SHOWN AS “PARCEL I- 3.0 AC.” UPON THAT CERTAIN PLAT ENTITLED “PROPERTY SURVEY FOR PEGGY ANN MEDAUGH” MADE BY WARREN E. POYTHRESS DATED MAY 24, 2007, RECORDED IN PLAT BOOK C183, PAGE F2 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA;

**LESS AND EXCEPT:**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE LYING AND BEING IN EFFINGHAM COUNTY, GEORGIA SHOWN AS “AREA=5.196 ACRES” UPON THAT CERTAIN PLAT ENTITLED “SURVEY OF 5.196 ACRES BEING SUBDIVIDED FROM PARCEL #:(04350021B00) LOCATED IN THE 9<sup>TH</sup> G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA” PREPARED BY GLISSON LAND SURVEYING DATED OCTOBER 12, 2022 RECORDED IN PLAT BOOK 29, PAGE 590 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA; AND

**LESS AND EXCEPT:**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE LYING AND BEING IN EFFINGHAM COUNTY, GEORGIA SHOWN AS “AREA=7.739 ACRES” UPON THAT CERTAIN PLAT ENTITLED “SURVEY OF 7.739 ACRES BEING SUBDIVIDED FROM PARCEL #:(04350021) LOCATED IN THE 9<sup>TH</sup> G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA”

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Westgate (FKA Winwood Acres) Planned Development	2	Thomas & Hutton October 2022 (updated December 2023)
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PREPARED BY GLISSON LAND SURVEYING DATED OCTOBER 16, 2022 RECORDED IN PLAT BOOK 29, PAGE 589 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.

See attached exhibits, surveys, and deeds for further property clarification.

**C) Proposed Land Uses and Development Standards**

The proposed development will consist of detached single-family residential, lakes and community recreational facilities as outlined herein.

*Detached Single Family*

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 50 percent of the building width.
- 1.8. Where side entry garages are provided there shall be windows comprising at least ten percent of the wall facing the street.
- 1.9. All slabs shall be elevated for development. The finished floor elevation at the front façade shall be located a minimum of 18 inches above grade in relationship to the elevation of the top of curb in front of the lot.
- 1.10. Entries shall be located at the front of the building and connected to a paved driveway or sidewalk by a clearly delineated pedestrian walkway.
- 1.11. Entries for single-family homes shall be covered by a roof measuring not less

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Westgate (FKA Winwood Acres) Planned Development	3	Thomas & Hutton October 2022 (updated December 2023)
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than four feet in depth by five feet in length.

- 1.12. 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 two vehicles and driveways that are 18 ft wide that are sufficient width for the parking of two vehicles, for a total of 4 vehicles per unit.

A Homeowner’s Association will be created for the entire community to provide for the operations, maintenance, and repairs of the amenities and other assets turned over to the HOA.

*Community Recreational Facilities*

The development amenities will be developed with a variety of recreational opportunities to the residents. These facilities will be located at various locations throughout the development and will consist of:

- 1) Lakes that are available to all for fishing
- 2) Lakeside community gathering spaces that will be directly accessible from the neighborhood roads.
- 3) Multipurpose Field
- 4) Pavilion type shade structure
- 5) Sidewalks, streetlights, and street trees within right-of-ways
- 6) Open spaces throughout with passive uses such as swings, benches, and other small gathering spaces.

Provisions for the proposed development standards are summarized in the table below.

<i>Table 1-1: Development Standards</i>	
	Detached Single-Family
Size	*7,200 SF minimum 8,400 SF average
Width	**60’ minimum 70’ average
Depth	100’ minimum
Height (Maximum)	35’

Setbacks (Minimum)	
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 Code 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 Westgate 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%
<b>TOTAL</b>	<b>116.0</b>	<b>100.0%</b>

**F) Dwelling Units**

Table 1-3 summarizes the areas of Westgate. 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	116.0	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 Westgate 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.

<b>Table 1-4: Open Space Summary</b>		
	Acres +/-	Percentage of Site +/-
Lakes	5.7	4.9 %
Preserved Wetland	43.7	37.4 %
Buildable Common Area	20.2	17.3 %
<b>TOTAL</b>	<b>69.6</b>	<b>60.0 %</b>

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Westgate (FKA Winwood Acres) Planned Development	8	Thomas & Hutton October 2022 (updated December 2023)
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**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:

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Westgate (FKA Winwood Acres) Planned Development	9	Thomas & Hutton October 2022 (updated December 2023)
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**PROJECT ENTRANCES SIGNS**



<p><b>USE:</b></p> <p>Identifies the community along Hodgeville Road and Earl Lain Road</p>	<p><b>*MAXIMUM SIZE:</b></p> <p>8 foot height x width to be determined based on individual projects.</p>	<p><b>COLORS:</b></p> <p>To be determined by developer.</p>
<p><b>LOCATIONS:</b></p> <p>Allowed at each new entrance location and at intersection of Earl Lain Road and Hodgeville Road</p>	<p><b>ALLOWABLE SIGN AREA:</b></p> <p>50 square feet / face (per side for a median type sign)</p>	<p><b>COPY / LETTER SIZE:</b></p> <p>Letter size and style to be determined.</p>
<p><b>QUANTITY:</b></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><b>VENEER MATERIALS:</b></p> <p>Brick, stucco, wood, or concrete sidings w/ steel, metal accents and trim or other approved material.</p>	<p><b>MISC:</b></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 2024. 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 constructions 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.

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Westgate (FKA Winwood Acres) Planned Development	11	Thomas & Hutton October 2022 (updated December 2023
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9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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 **James Dasher as agent for Peggy Ann Boykin Beck – (Map # 436 Parcel # 3) (Map # 435 Parcels # 21, 21A, & 21B)** from PD to PD zoning.

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

*Handwritten initials: D.B.*

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **James Dasher as agent for Peggy Ann Boykin Beck – (Map # 436 Parcel # 3) (Map # 435 Parcels # 21, 21A, & 21B)** from PD to PD zoning.

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

P.H.

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 **James Dasher as agent for Peggy Ann Boykin Beck – (Map # 436 Parcel # 3) (Map # 435 Parcels # 21, 21A, & 21B)** from PD to PD zoning.

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

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

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

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

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

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

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

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

~~James Dasher~~  
I had to rezone myself.  
R.T.

R.T.

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 **James Dasher as agent for Peggy Ann Boykin Beck – (Map # 436 Parcel # 3) (Map # 435 Parcels # 21, 21A, & 21B)** from PD to PD zoning.

- Yes  No  1. Is this proposal inconsistent with the county’s master plan?
- No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- No  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- 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.*

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **James Dasher as agent for Peggy Ann Boykin Beck** requests to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document. Located on Earl Laine Road. **[Map# 435 Parcel# 21, 21A, & 21B]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document.

### 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, 5.15 – PD Planned Development District.
- At the January 17, 2023, Board of Commissioners meeting, the board approved the request to rezone to PD residential.
- On December 4, 2023, the applicant met with Staff during a Technical Review Committee meeting to discuss a PD text amendment, as the new PD text now shows approximately 20 new lots with rear loading access.
- The changes for the text amendment come from the wetland delineation that was completed. This allowed for lots to be added along Earl Laine Road, with the rear load access.
- This rezoning is consistent with the Future Land Use Map for this area. These parcels are projected to be agricultural/residential.
- At the January 10, 2024, Planning Board meeting, Mr. Michael Hughes the engineer for the development requested that Sketch Plan condition be removed as the Master Plan that accompanies the PD text has been extensively reviewed.
- Mr. Brad Smith made a motion for approval. Mr. Peter Higgins second the motion and it carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document. Located on Earl Laine Road and Hodgeville Road.
  - Buffers along Hodgeville Road shall be replanted per Effingham County Code of Ordinances, section 3.4.2.
  - A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  - 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.
2. **Deny** the request for to **rezone** +/- 116 acres from **PD to PD** to allow for an amendment of the Planned Document. Located on Earl Laine Road and Hodgeville Road.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

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

436-3&435-21,21A, &21B

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

436-3&435-21,21A, &21B

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, JAMES DASHER AS AGENT FOR PEGGY ANN BOYKIN BECK has filed an application to rezone one hundred and sixteen (116) +/- acres; from PD to PD to allow for the amendment of a Planned Development; map and parcel number 436-3 & 435-21, 21A, & 21B, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT one hundred and sixteen (116) +/- acres; map and parcel number 436-3 & 435-21, 21A, & 21B, located in the 2<sup>nd</sup> commissioner district is rezoned from PD to PD to allow for the amendment of a Planned Development with the following conditions:

- Buffers along Hodgeville Road shall be replanted per Effingham County Coode of Ordinances, section 3.4.2.
- A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
- 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.

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:** February 6, 2024  
**Item Description:** **Cindy and Steven Pitts** request to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road. **[Map# 271 Parcel# 40]**

**Summary Recommendation**

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road.

**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 property to create a new home site. In doing so, the new 1 acre will need to be rezoned to AR-2.
- The parcel is served by a private well and septic system.
- To the south, east, and west is the municipality of Guyton. To the north, the parcels are zoned agricultural/residential.
- This rezoning is consistent with the Future Land Use Map for this area. This parcel is projected to be agricultural/residential.
- At the January 10, 2024, Planning Board meeting, Mr. Peter Higgins made a motion for approval. The motion was second by Mr. Brad Smith and carried unanimously.

**Alternatives**

1. **Approve** the request to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road.
2. **Deny** the request for to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

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



### RZN-23-8

Rezoning Application

Status: Active

Submitted On: 11/17/2023

### Primary Location

453 Gracen Road

Guyton, GA 31312

### Owner

HAGIN TERRI

1815 OLD LOUISVILLE RD

GUYTON, GA 31312

### Applicant

Cindy and Steven Pitts

912-410-8469

cindypitts2021@yahoo.com

1793 old Louisville rd  
Guyton, GA 31312

## Staff Review

Planning Board Meeting Date\*

-

Public Notification Letters Mailed\*

-

Planning Board Ads \*

-

Board of Commissioner Meeting Date\*

-

Board of Commissioner Ads\*

-

Commissioner District\*

-

Staff Description\*

ZMA Conditions

Request Approved or Denied\*

-

## Applicant Information

Who is applying for the rezoning request?\*

Property Owner

Applicant / Agent Name\*

Cindy and Steven Pitts

**Applicant Email Address\***  
Cindypitts2021@yahoo.com

**Applicant Phone Number\***  
912-410-8469

**Applicant Mailing Address\***  
1793 old Louisville rd

**Applicant City\***  
Guyton

**Applicant State\***  
Ga

**Applicant Zip Code\***  
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)

**Proposed Road Access\***  
Gracen Rd Guyton

**Total Acres \***  
7

**Acres to be Rezoned\***  
1

**Lot Characteristics \***  
Parcel # 02710040

**Water Connection \***  
Private Well

**Sewer Connection**  
Private Septic System

Justification for Rezoning Amendment \*

Splitting to 1 acre parcel

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

North\*

South\*

2

Ar1

East\*

West\*

Ar1

r1

**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

**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?\***

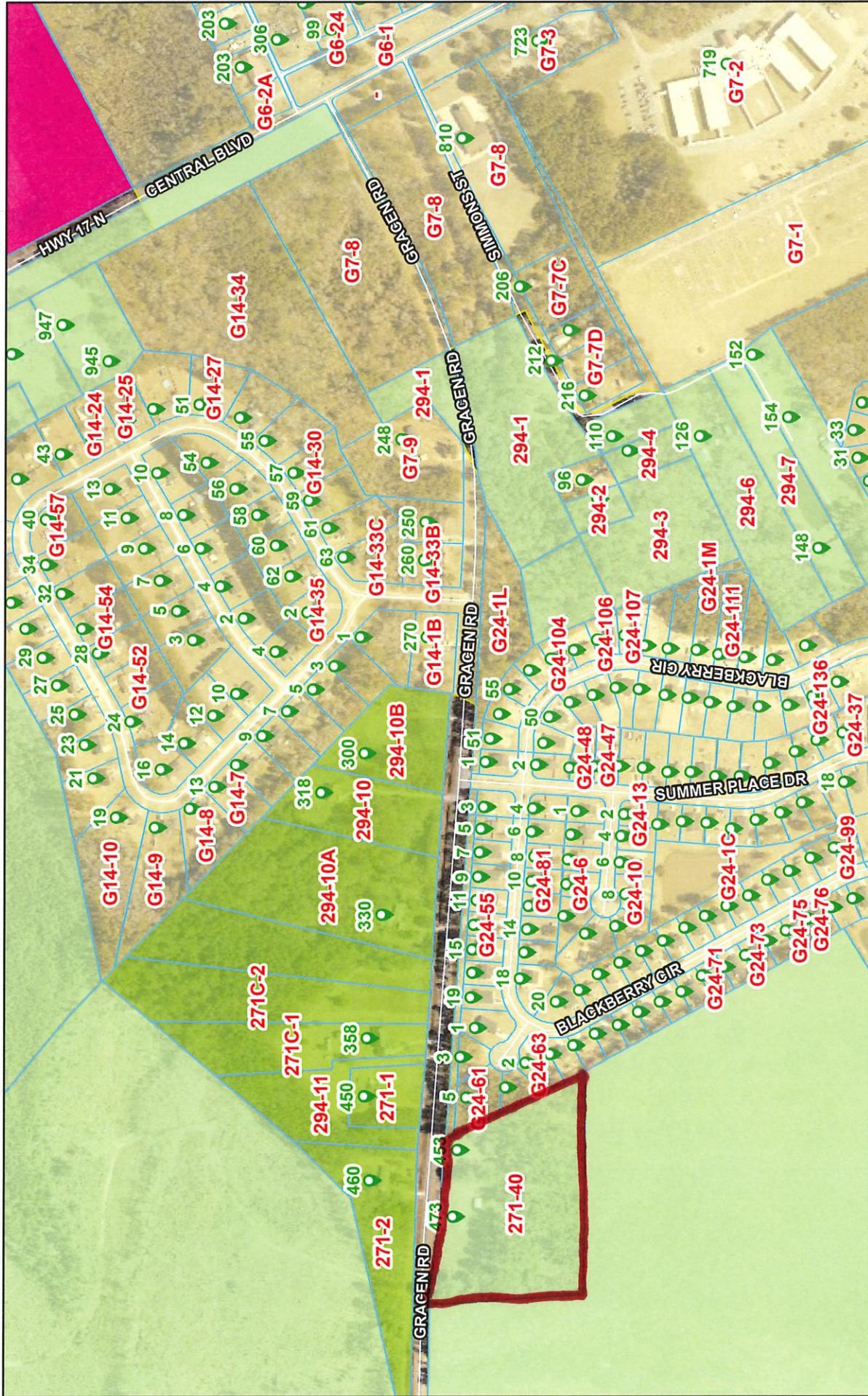
Residential

**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 residential new home site



# 271-40



11/27/2023

📍 Addresses  
🛣️ Roads  
🏠 Tax Parcels

🏠 Tax Parcel Labels  
 Effingham County Zoning  
 AR-2  
 AR-1  
 R-1  
 Municipal Boundaries

📏 Efn\_fin\_cache  
 Red: Band\_1  
 Green: Band\_2  
 Blue: Band\_3

📏 1:6,545  
 0 0.04 0.09 0.15 0.18 mi  
 0 0.07 0.15 0.3 km

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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Cindy and Steven Pitts – (Map # 271 Parcel # 40)** 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?

P.M.

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL       ✓       DISAPPROVAL       

Of the rezoning request by applicant **Cindy and Steven Pitts – (Map # 271 Parcel # 40)** 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?
- 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

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APPROVAL X

DISAPPROVAL \_\_\_\_\_

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## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Cindy and Steven Pitts** request to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road. **[Map# 271 Parcel# 40]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road.

### 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 property to create a new home site. In doing so, the new 1 acre will need to be rezoned to AR-2.
- The parcel is served by a private well and septic system.
- To the south, east, and west is the municipality of Guyton. To the north, the parcels are zoned agricultural/residential.
- This rezoning is consistent with the Future Land Use Map for this area. This parcel is projected to be agricultural/residential.
- At the January 10, 2024, Planning Board meeting, Mr. Peter Higgins made a motion for approval. The motion was second by Mr. Brad Smith and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road.
2. **Deny** the request for to **rezone** +/- 1.00 out of 7 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 453 Gracen Road.

**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.

271-40

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

271-40

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CINDY AND STEVEN PITTS has filed an application to rezone one (1.00) +/- acres; from AR-1 to AR-2 to allow for a new home site; map and parcel number 271-40, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT one (1.00) +/- acres; map and parcel number 271-40, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2 to allow for a new home site.

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:** February 6, 2024  
**Item Description:** **Mark Jacobs** request to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road. **[Map# 320 Parcel# 50D & 52]**

### Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road.

### 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 both parcels to AR-2 to subdivide 320-50D and recombine some of that to their current home parcel, 320-52.
- The applicant has worked with Environmental Health to ensure that all lots have the required 1 usable acre for private septic systems.
- A 60' access easement has been provided for the lots that do not have road frontage, and the fifth lot will be recombined with the applicant's home parcel.
- The lot that does have frontage on Highway 119, does have the required 100' need for an AR-2 parcel.
- Per Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.2 – AR-2 Agricultural Residential Districts:**

#### Permitted uses:

- Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.*
  - All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, 5.1.2.11, and 5.1.2.12.*
  - Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.*
- This rezoning is consistent with the Future Land Use Map for this area. This parcel is projected to be agricultural/residential.
  - At the January 10, 2024, Planning Board meeting, Mr. Brad Smith made a motion that for approval with the condition that the 9.81-acre parcel stays AR-1. **The applicant agreed to the condition.** The motion was second by Mr. Ryan Thompson and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road, with the following conditions:
  - the 9.81-acre parcel located at 475 Little McCall Road remain AR-1.
2. **Deny** the request for to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

*Item XIV. 13.*

**Attachments:**

1. Rezoning application and checklist
4. Ownership certificate/authorization

2. Plat
5. Aerial photograph

3. Deed

<b>RZN-23-16</b>	<b>Primary Location</b>	<b>Applicant</b>
Rezoning Application	0	 Mark Jacobs
Status: Active	,	 912-604-0828
Submitted On: 12/8/2023	<b>Owner</b>	markjacobs@riverpoolsandspas.com
		 475 Little McCall Rd Guyton, GA 31312

---

## Staff Review

 **Planning Board Meeting Date\***

01/09/2024

 **Board of Commissioner Meeting Date\***

02/06/2024

 **Staff Description**

5 lots subdivision

 **Georgia Militia District\***

10

 **Commissioner District\***

3rd

 **Public Notification Letters Mailed**

12/18/2023

 **Board of Commissioner Ads**

01/17/2024

 **Planning Board Ads**

12/20/2023

 **Request Approved or Denied**

—

 **Letter & ZMA Mailed**

—

## Applicant Information

Who is applying for the rezoning request?*	Applicant / Agent Name*
Property Owner	Mark Jacobs
Applicant Email Address*	Applicant Phone Number*
Markajacobs@bellsouth.net	9126040828
Applicant Mailing Address*	Applicant City*
475 Little McCall Rd	Guyton
Applicant State & Zip Code*	🏠 Applicant Zip Code*
GA	31312

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## Rezoning Information

Present Zoning of Property*	Proposed Zoning of Property*
AR-1 (Agricultural Residential 5 or More Acres)	AR-2 (Agricultural Residential Less than 5 Acres)
Map & Parcel *	Proposed Road Access*
03200050D00 (land) and 03200052 (home)	Hwy 119 S (land) and Little McCall (existing home)
Total Acres *	Acres to be Rezoned*
20.41	20.41

### Lot Characteristics \*

1) Existing home (9.81 AC) @ 475 Little McCall and 2) 10.56 AC undeveloped pasture and woods. The two properties back up to on another.

Water Connection \*

Sewer Connection

Private Well

Private Septic System

**Justification for Rezoning Amendment \***

- Minor subdivision of 10.56 AC to allow the building of up to 4 single family homes with a private road access to Hwy 119 S.
- Rezoning of our existing residence to AR-2 in order to conform with the rezoning of the undeveloped land herein. In the future, we will combine the 3+ AC back lot of the sub-divided undeveloped land into our existing residence on Little McCall Rd. Our objective is to maintain control over and to preserve the 3+ AC lot of woods adjoining our residence. Our property is cleared to the property line; therefore, the preservation of the wooded lot behind us is important for maintaining the character of our lot.

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

North\*

South\*

AR2 (2 single family homes on 1 AC lots)

AR1 (our residence; subject of rezoning)

East\*

West\*

AR1 (single family residence)

AR1 (single family residence)

**Describe the current use of the property you wish to rezone.\***

1) existing homestead and 2) undeveloped pasture and woods

**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.\***

Development of single family homes and preservation of a 3+AC wooded lot on the backside of the property.

**Describe the uses of the other property in the vicinity of the property you wish to rezone?\***

Single family homes

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?\*

All land will be developed as single family homes

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\*

✓ Mark Jacobs  
Dec 6, 2023

Attachments

 **Any additional supporting documentation.**  
Site Plan 231206.pdf  
Uploaded by Mark Jacobs on Dec 8, 2023 at 2:36 PM

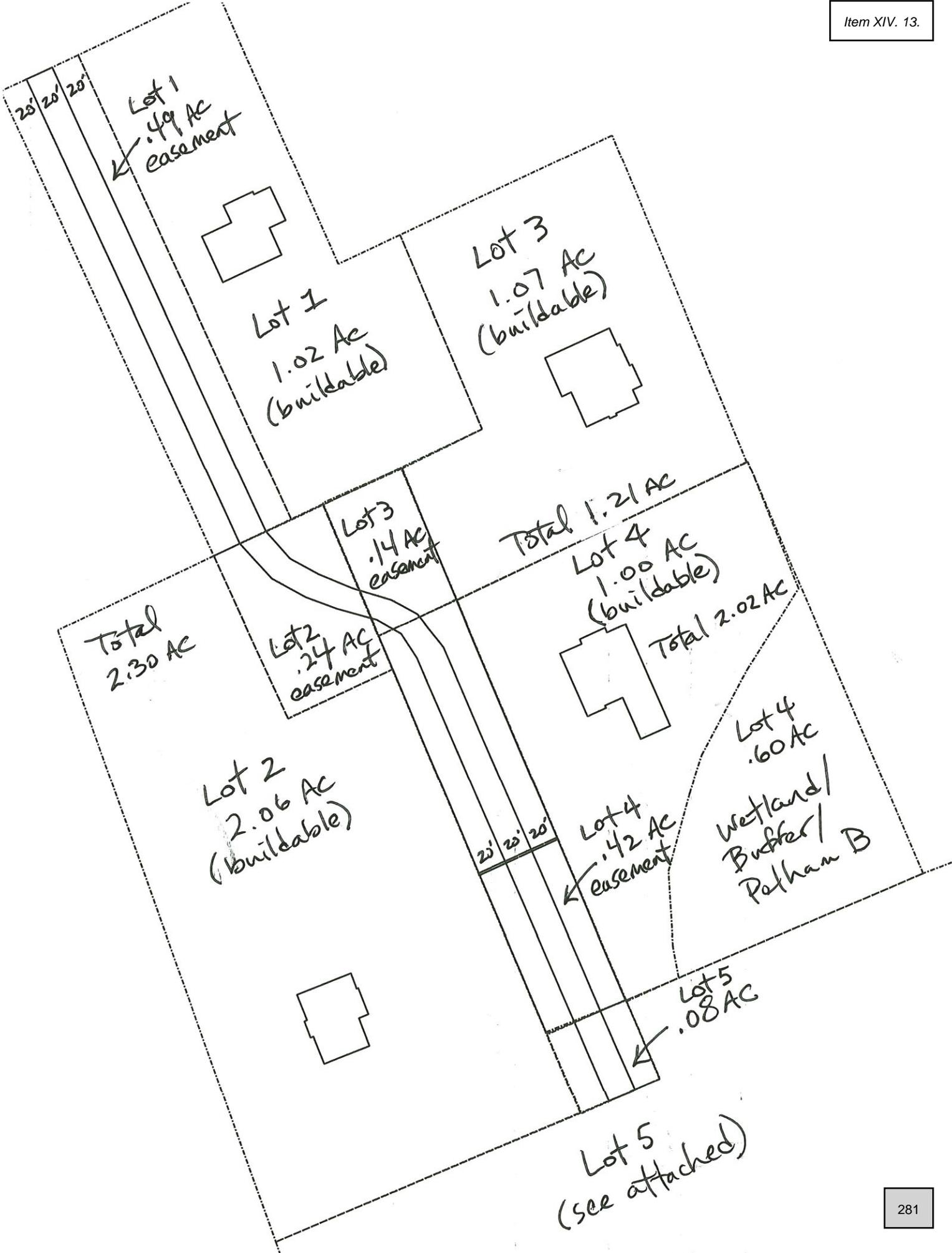
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Soil Report.pdf  
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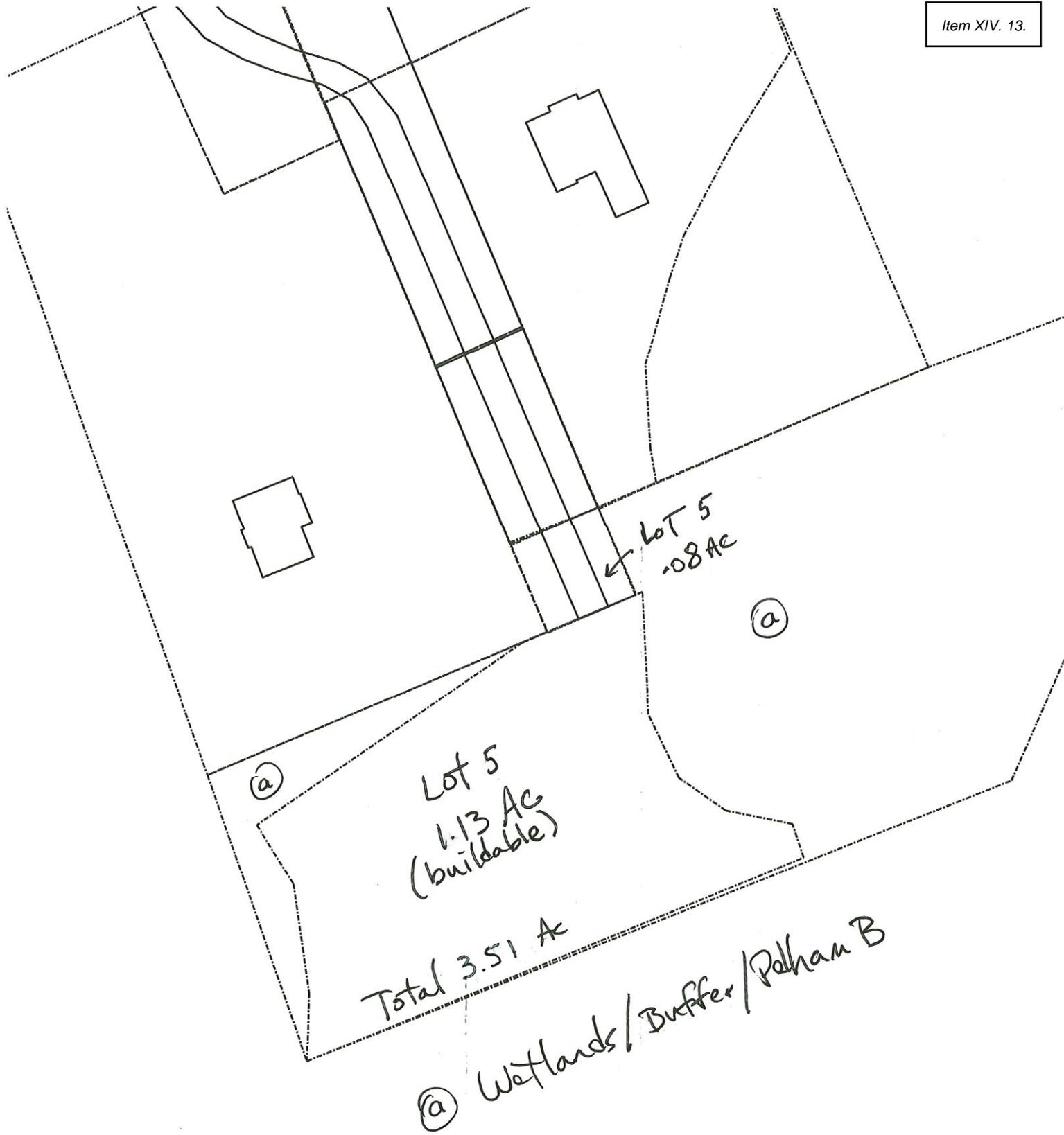
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119 Property.pdf  
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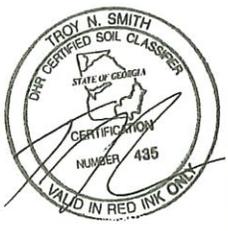
 **Deed** REQUIRED  
Deeds.pdf  
Uploaded by Mark Jacobs on Dec 8, 2023 at 2:35 PM

 **Last Recorded Plat** REQUIRED  
Platts.pdf  
Uploaded by Mark Jacobs on Dec 8, 2023 at 2:36 PM

 **Ownership Certification** REQUIRED  
Ownership Certificate.pdf  
Uploaded by Mark Jacobs on Dec 8, 2023 at 2:36 PM







Troy N. Smith  
Certified Soil Classifier #435

County:	Effingham	Date:	1/2/2024
Owner:	Mark Jacobs & Rebecca Fuller	SWC Project Number:	S23-205
Mailing Address:	475 Little McCall Road, Guyton GA 31312	Phone Number:	912-604-0828
Legal:	10.56 AC (OUT 320-50) PLT 29/431	Email:	markjacobs@riverpoolsandspas.com
Site Location:	Hwy 119, Guyton GA 31312	Parcel Number:	03200050D00
Scale:	1 inch = 100 feet	Intensity Level of Investigation:	Level 3

Item XIV. 13.

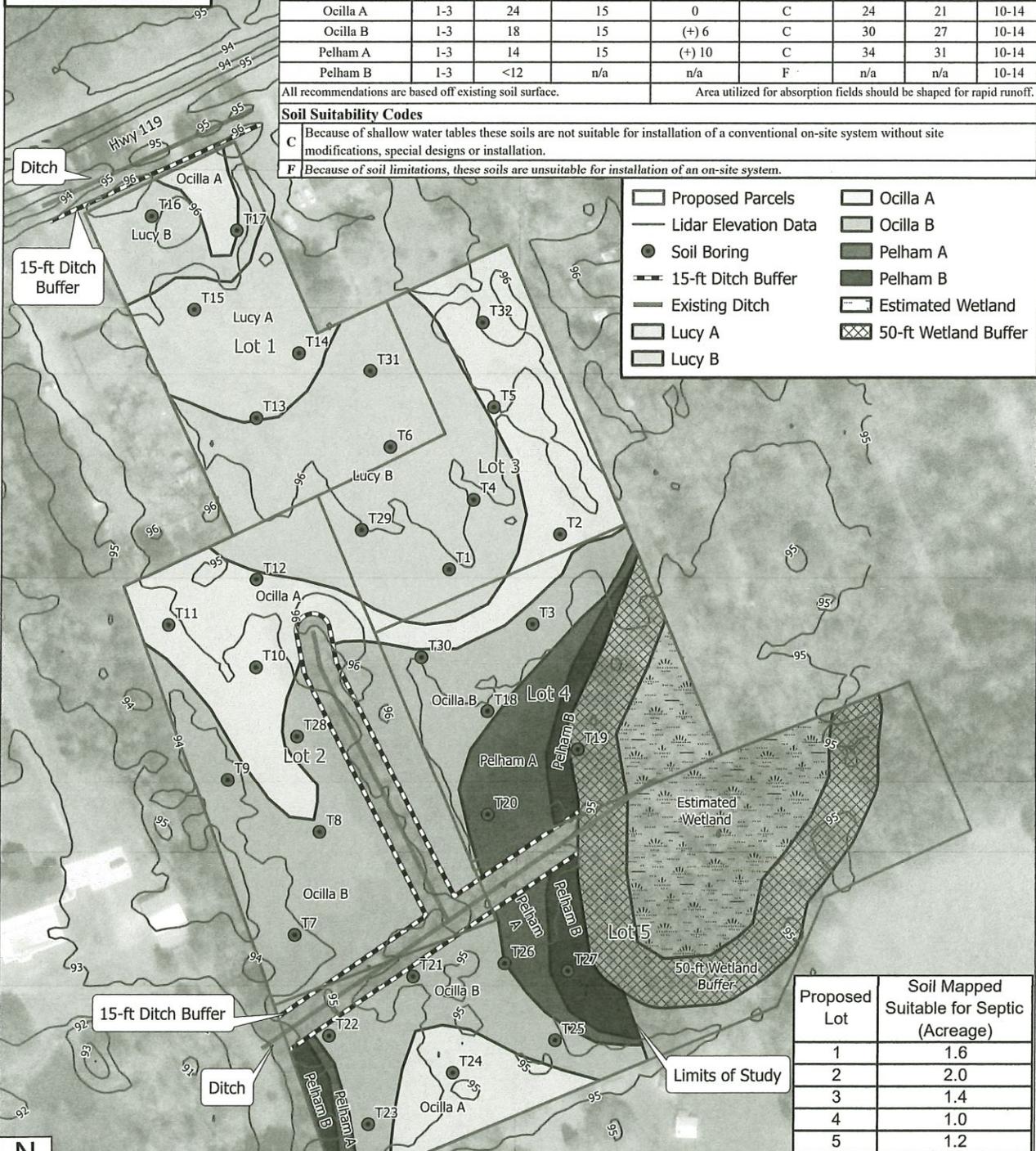
All recommendations are based off existing soil surface. Area utilized for absorption fields should be shaped for rapid runoff.

Soil Series	Slope % (range)	Depth to Seasonal High Water Table (inches)	Absorption Rate at Recommended Trench Depth (min/in)	Recommended Trench Depth (inches)	Suitability Code and installation information	Recommended Height of Mound (inches)		Depth of Topsoil (inches)
						with 12-in system height	with 9-in system height	
Lucy A	1-3	36	20	12	C	12	9	10-14
Lucy B	1-3	30	15	6	C	18	15	10-14
Ocilla A	1-3	24	15	0	C	24	21	10-14
Ocilla B	1-3	18	15	(+) 6	C	30	27	10-14
Pelham A	1-3	14	15	(+) 10	C	34	31	10-14
Pelham B	1-3	<12	n/a	n/a	F	n/a	n/a	10-14

**Soil Suitability Codes**

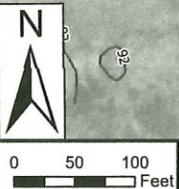
**C** Because of shallow water tables these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation.

**F** Because of soil limitations, these soils are unsuitable for installation of an on-site system.



Proposed Parcels	Ocilla A
Lidar Elevation Data	Ocilla B
Soil Boring	Pelham A
15-ft Ditch Buffer	Pelham B
Existing Ditch	Estimated Wetland
Lucy A	50-ft Wetland Buffer
Lucy B	

Proposed Lot	Soil Mapped Suitable for Septic (Acreage)
1	1.6
2	2.0
3	1.4
4	1.0
5	1.2



**Site Specific Notes**

- Different products could affect the recommended trench depth and/or mound height.
- Onsite soils have ±10-14 inches of topsoil. If the proposed system is within or above this layer, it should be mucked out and stored onsite. After the mound has been constructed to the recommended height, the topsoil should be put over the top of the mound.
- The Project Area Displayed on this drawing is derived from public data and is not a boundary survey. Areas and acreages shown are an estimation and should be adjusted if a boundary survey is completed.
- The absorption field should not be installed during wet periods. This could result in reduced system performance due to damaged soil structure.
- Keep heavy equipment from parking and driving on the septic area which could cause compaction of the soils.
- No bedrock was encountered within 60 inches of the existing soil surface.

**SWC**  
Soil & Wetland Consulting  
912-220-1631 / Troy.Neal.Smith@gmail.com





DATE: MAY 10, 2022  
By: Warren E. Poythress  
Registered Land Surveyor No. 1953  
Address: 991 Hunters Road  
Sylvania, Georgia 30467  
Cell Phone - 912-531-1453  
Telephone: 912-857-3288  
Equipment - Sokkia GRS2 - GPS  
Topcon 303  
FINAL PLAT CLOSURE = 480203

**APPROVAL EFFINGHAM COUNTY:**  
APPROVED FOR RECORDING BY  
EFFINGHAM COUNTY ZONING  
ADMINISTRATION.

*Katie Dancy* 10/8/2022  
ZONING ADMINISTRATOR DATE  
TERESA CONCANNON

**SURVEYOR'S CERTIFICATION**

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

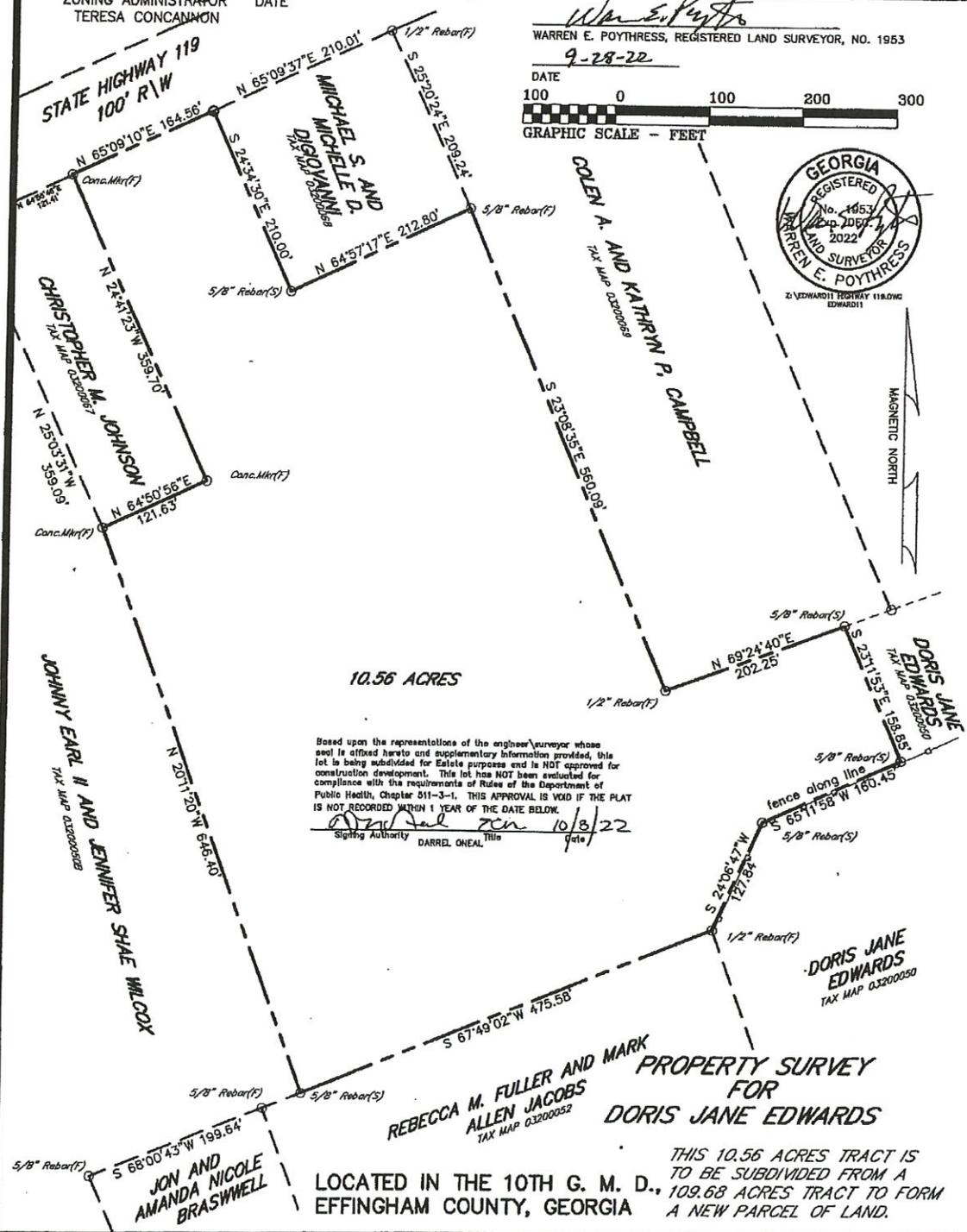
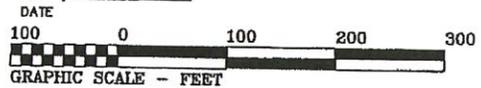
8849504050  
PARTICIPANT ID

**BK:29 PG:431-431**  
**P2022000188**

FILED IN OFFICE  
CLERK OF COURT  
10/04/2022 11:58 AM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*

*Warren E. Poythress*  
WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953  
DATE  
9-28-22



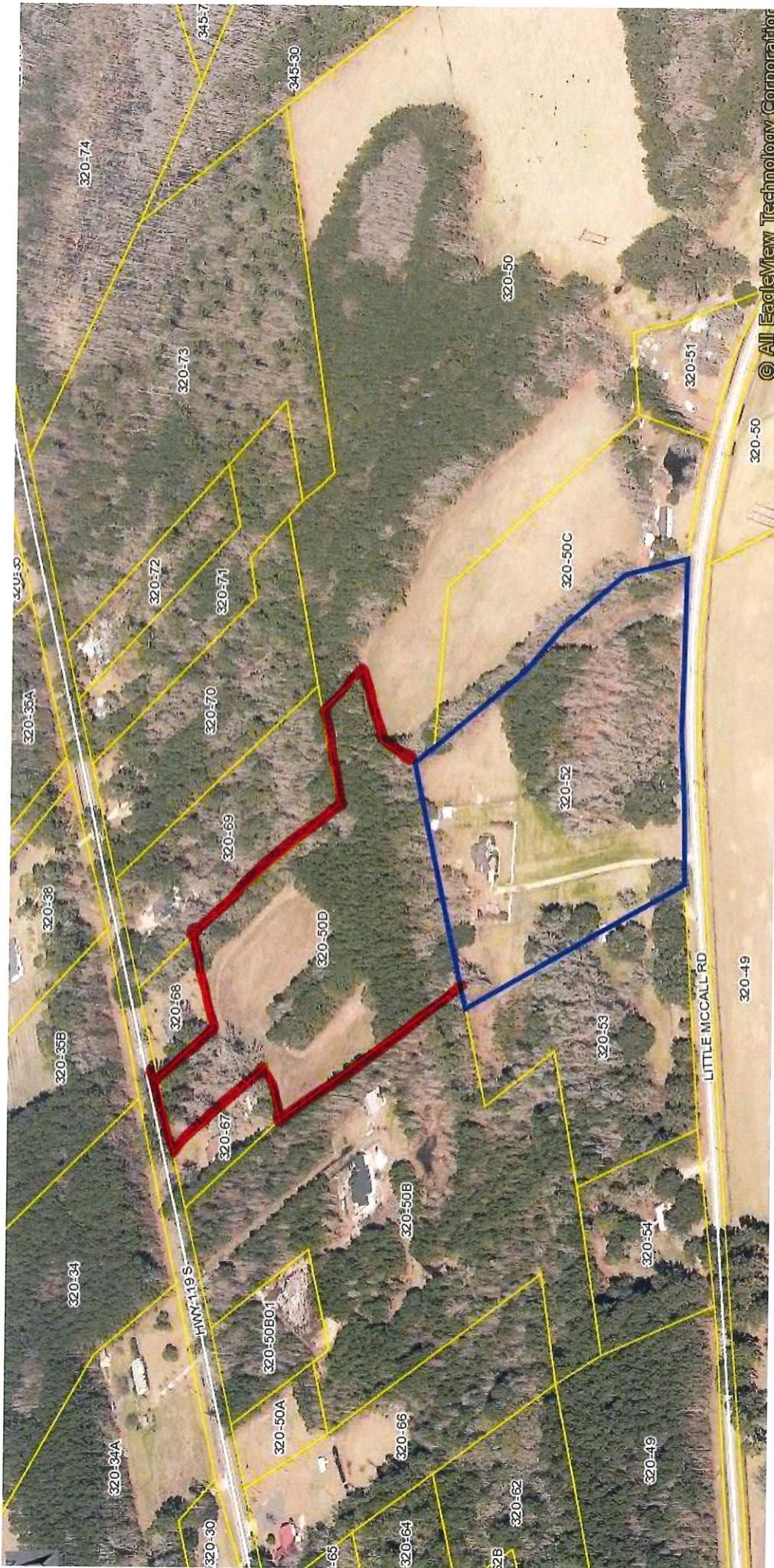
10.56 ACRES

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, this lot is being subdivided for Estate purposes and is NOT approved for construction development. This lot has NOT been evaluated for compliance with the requirements of Rules of the Department of Public Health, Chapter 911-3-1. THIS APPROVAL IS VOID IF THE PLAT IS NOT RECORDED WITHIN 1 YEAR OF THE DATE BELOW.  
*Darrel Oneal* 10/8/22  
Sighting Authority Title Date  
DARREL ONEAL

LOCATED IN THE 10TH G. M. D.,  
EFFINGHAM COUNTY, GEORGIA  
THIS 10.56 ACRES TRACT IS  
TO BE SUBDIVIDED FROM A  
109.68 ACRES TRACT TO FORM  
A NEW PARCEL OF LAND.

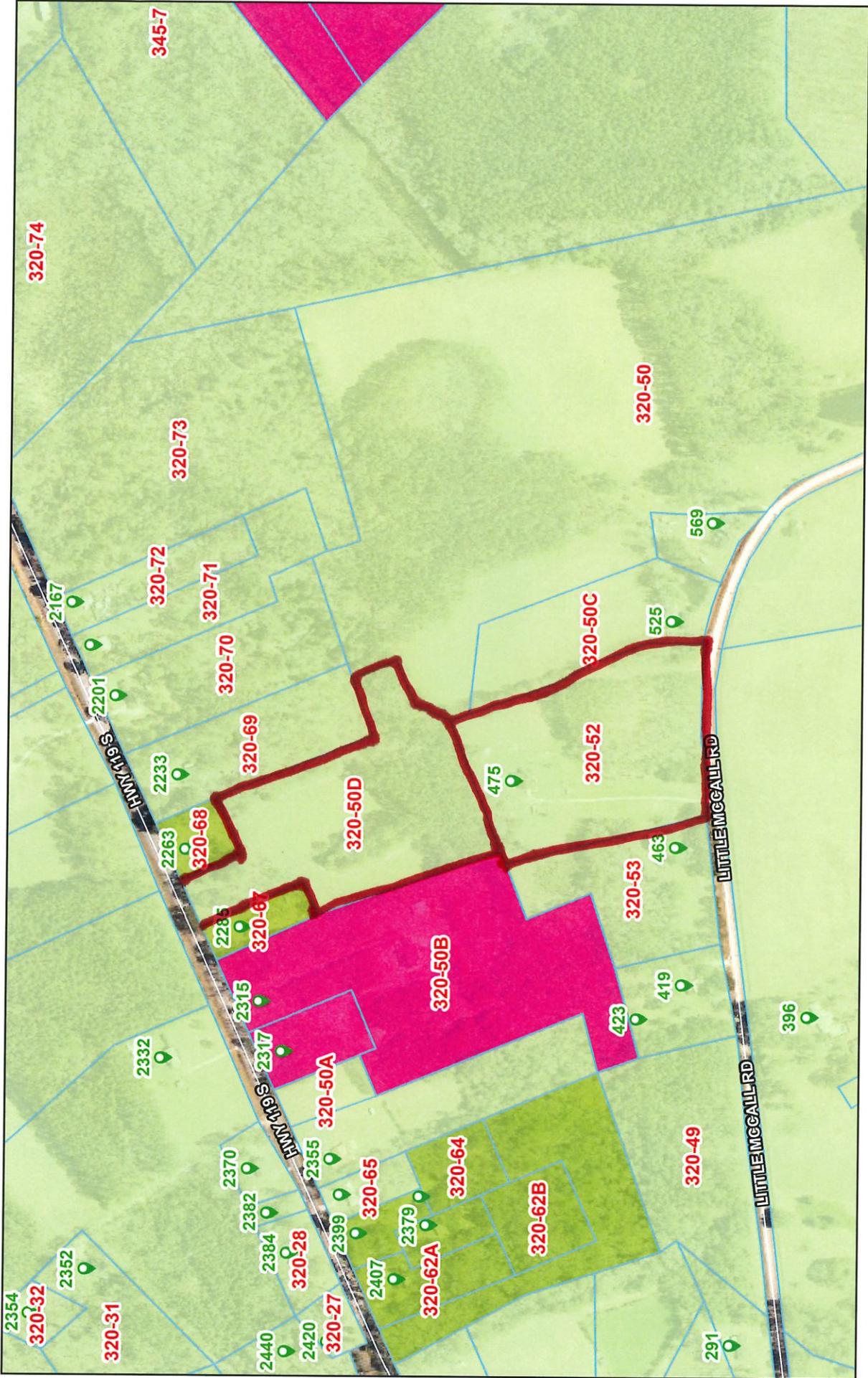


# 320-50D & 320-52

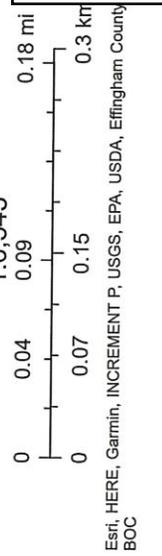


Item XIV. 13.

# 352-50D & 320-52



12/11/2023



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Eflingham County BOC

	Addresses		AR-2	Efn_fin_cache
	Roads		R-1	
	Tax Parcels		AR-1	
	Tax Parcel Labels		Green: Band_2	
	Eflingham County Zoning		Blue: Band_3	
			Red: Band_1	

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The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Mark Jacobs - (Map # 320 Parcels # 50D & 52)** 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?
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- Yes  No? 7. Are nearby residents opposed to the proposed zoning change?
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*B.S.*

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEJ

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Mark Jacobs - (Map # 320 Parcels # 50D & 52)** from AR-1 to R-1 zoning.

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

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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 **Mark Jacobs - (Map # 320 Parcels # 50D & 52)** 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?

D.B.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Mark Jacobs** request to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road. **[Map# 320 Parcel# 50D & 52]**

### Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road.

### 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 both parcels to AR-2 to subdivide 320-50D and recombine some of that to their current home parcel, 320-52.
- The applicant has worked with Environmental Health to ensure that all lots have the required 1 usable acre for private septic systems.
- A 60' access easement has been provided for the lots that do not have road frontage, and the fifth lot will be recombined with the applicant's home parcel.
- The lot that does have frontage on Highway 119, does have the required 100' need for an AR-2 parcel.
- Per Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.2 – AR-2 Agricultural Residential Districts:**

#### Permitted uses:

- Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.*
  - All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, 5.1.2.11, and 5.1.2.12.*
  - Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.*
- This rezoning is consistent with the Future Land Use Map for this area. This parcel is projected to be agricultural/residential.
  - At the January 10, 2024, Planning Board meeting, Mr. Brad Smith made a motion that for approval with the condition that the 9-acre parcel stays AR-1. **The applicant agreed to the condition.** The motion was second by Mr. Ryan Thompson and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road, with the following condition:
  - the 9.81-acre parcel located at 475 Little McCall Road remain AR-1.
2. **Deny** the request for to **rezone** +/- 20.41 acres from **AR-1** to **AR-2** to allow for new home sites. Located at Highway 119 South and 475 Little McCall Road.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

*Item XIV. 14.*

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
320-50D & 52

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
320-50D & 52

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, MARK JACOBS has filed an application to rezone twenty and forty-one thousandth (20.41) +/- acres; from AR-1 to AR-2 to allow for a subdivision to create new home sites; map and parcel number 320-50D & 52, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT twenty and forty-one thousandth (20.41) +/- acres; map and parcel number 320-50D & 52, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2 to allow for a subdivision to create new home sites, with the following condition:

- the 9.81-acre parcel located at 475 Little McCall Road remain AR-1.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

**Staff Report**

**Subject:** Rezoning (Fifth District)  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Milton Rahn Jr.** request to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext. **[Map# 447 Parcel# 40]**

**Summary Recommendation**

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext.

**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 rezoning the 0.078 acres to combine it with 447-3, as the small accessory structure is currently over the property line.
- To combine the 0.078 acres, it must be the same zoning as the parcel being combined with, which is AR-2.
- This rezoning is consistent with the Future Land Use Map for this area. This parcel is projected to be agricultural/residential.
- At the January 10, 2024, Planning Board meeting, Mr. Peter Higgins made a motion for approval with Staff recommendations. The motion was second by Mr. Brad Smith and carried unanimously.

**Alternatives**

1. **Approve** the request to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext.
2. **Deny** the request for to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

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

### RZN-23-7

Rezoning Application

Status: Active

Submitted On: 11/17/2023

### Primary Location

374 Lexington Avenue

Extension

Rincon, GA 31326

### Owner

RAHN MILTON C JR AND

GLENDAD

374 LEXINGTON AVE EXT

RINCON, GA 31326

### Applicant

 Milton Rahn, Jr.

 912-604-2183

hushpuppyg@windstream.net

 374 Lexington Ave Ext

Rincon, GA 31326

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## Staff Review

 Planning Board Meeting Date\*

—

 Public Notification Letters Mailed\*

—

 Planning Board Ads \*

—

 Board of Commissioner Meeting Date\*

—

 Board of Commissioner Ads\*

—

 Commissioner District\*

—

 Staff Description\*

 ZMA Conditions

 Request Approved or Denied\*

—

## Applicant Information

Who is applying for the rezoning request?\*

Property Owner

Applicant / Agent Name\*

Milton Rahn, Jr

Applicant Email Address\*

Hushpuppyg@windstream.net

Applicant Phone Number\*

912-604-2183

Applicant Mailing Address\*

374 Lexington Ave Ext

Applicant City\*

Rincon

Applicant State\*

GA

Applicant Zip Code\*

31326

---

## 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)

Proposed Road Access\*

Lexington Ave Ext

Total Acres \*

1.18

Acres to be Rezoned\*

0.078

Lot Characteristics \*

04470003

Water Connection \*

Sewer Connection

Private Well

Private Septic System

Justification for Rezoning Amendment \*

Encroachment of shed onto tract #2A

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

North\*

South\*

1

1

East\*

West\*

1

2

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

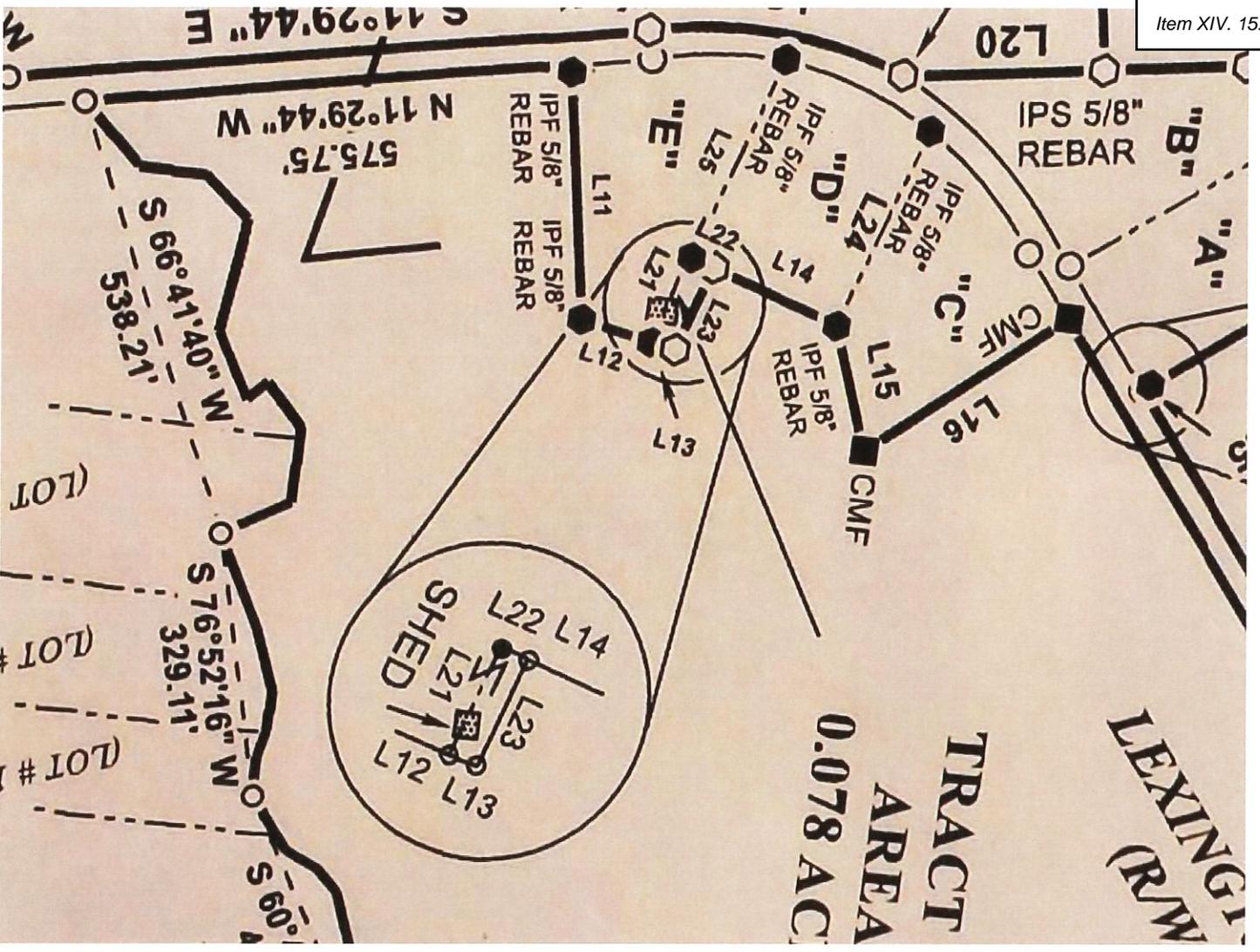
Describe the use that you propose to make of the land after rezoning.\*

Adding square footage to property

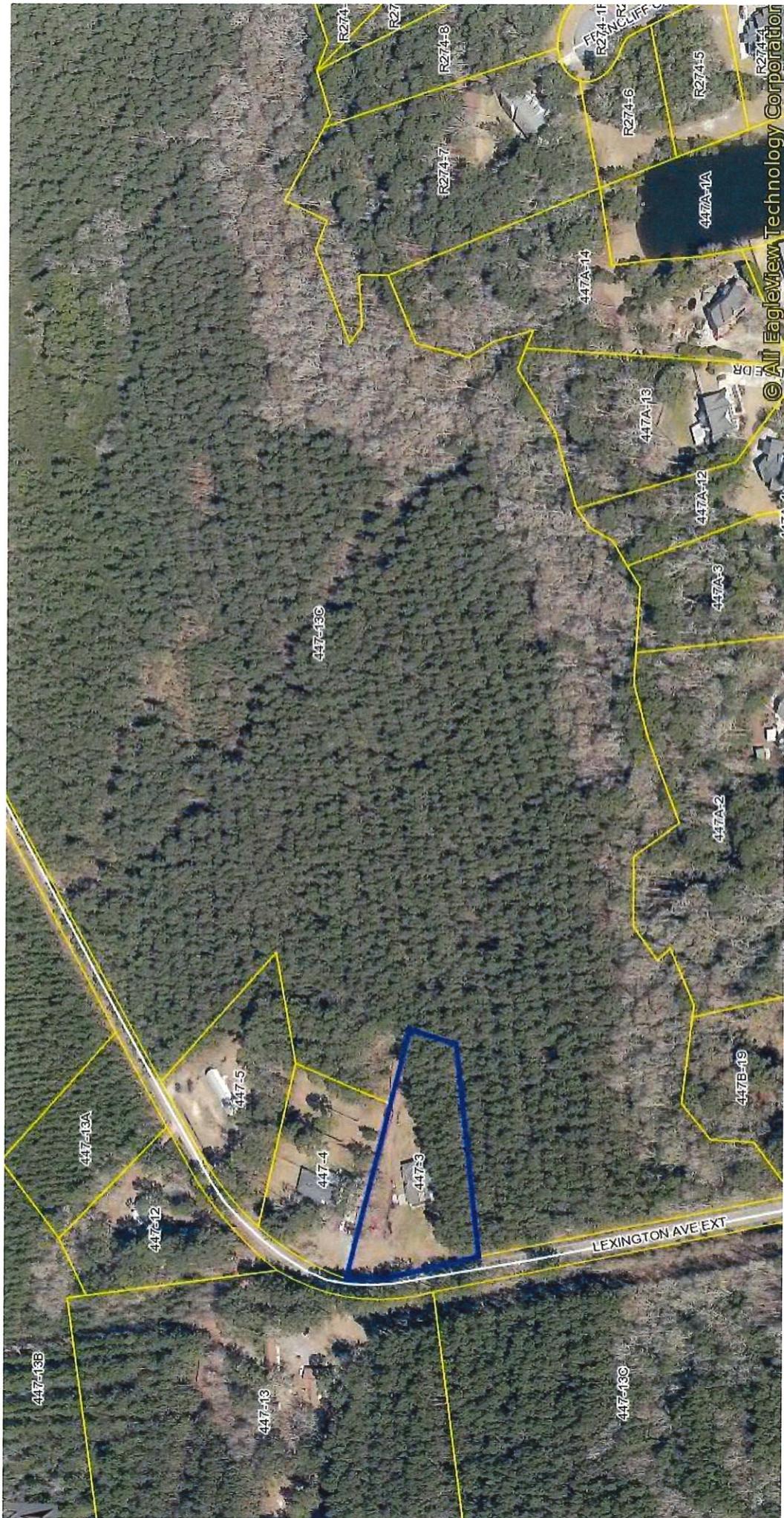
Describe the uses of the other property in the vicinity of the property you wish to rezone?\*

Residential





# LEXINGTON AVE EXT 447-3



Item XIV. 15.





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 **Milton Rahn Jr. - (Map # 447 Parcels # 3)** 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.

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 BEH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Milton Rahn Jr. - (Map # 447 Parcels # 3)** 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.H.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Milton Rahn Jr. - (Map # 447 Parcels # 3)** 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

**Staff Report**

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Milton Rahn Jr.** request to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext. **[Map# 447 Parcel# 40]**

**Summary Recommendation**

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext.

**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 rezoning the 0.078 acres to combine it with 447-3, as the small accessory structure is currently over the property line.
- To combine the 0.078 acres, it must be the same zoning as the parcel being combined with, which is AR-2.
- This rezoning is consistent with the Future Land Use Map for this area. This parcel is projected to be agricultural/residential.
- At the January 10, 2024, Planning Board meeting, Mr. Peter Higgins made a motion for approval with Staff recommendations. The motion was second by Mr. Brad Smith and carried unanimously.

**Alternatives**

1. **Approve** the request to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext.
2. **Deny** the request for to **rezone** +/- 0.078 acres of 78.775 from **AR-1** to **AR-2** to allow for recombination. Located at Lexington Avenue Ext.

**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.

447-3

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

447-3

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, MILTON RAHN JR. has filed an application to rezone seventy-eight thousandth (0.078) +/- acres; from AR-1 to AR-2 to allow for the division of an encroachment of a shed from surrounding; parcel to create new home sites; map and parcel number 447-3, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT seventy-eight thousandth (0.078) +/- acres; map and parcel number 447-3, located in the 5<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2 to allow for to allow for the division of an encroachment of a shed from surrounding.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Rezoning (Fifth District)  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Donnie Bazemore** request to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21. **[Map# 465 Parcel# 1C]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This proposed rezoning has been before the Planning Board and Board of Commissioners in 2020 and again in 2022. Both times it was denied.
- At the previous meetings the concerns were consistent and encompassed:
  - Lewis Drive being a residential street.
  - An increase in traffic on Lewis Drive.
  - Access to the proposed development being on Lewis Drive.
- This parcel is part of the Goshen Terrace Subdivision, it does face Highway 21.
- The Future Land Use Map (FLUM) does project this parcel as agriculture/residential. However, this parcel on the FLUM is surrounded by what is projected to be commercial.
- Per the Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.11 – B-3 Highway Commercial Districts:**

**Permitted uses:**

  - a. All uses permitted or conditional in B-1 and B-2 except detached single-family buildings.
  - b. Automotive sales, service, and storage.
  - c. Wholesale operations.
  - d. Retail building supply.
  - e. Indoor amusement parks or privately owned recreation facilities.
  - f. Hospitals.
  - g. Screened outdoor storage.
  - h. Nursing homes.
  - i. Mixed-use residential with a maximum density of 12 units per acre.
  - j. Bed and breakfast lodging facility.
- At the January 10, 2024, Planning Board meeting Mr. Brad Smith made a motion for approval with the stipulation that it is used for the proposed use. The motion was seconded by Mr. Peter Higgins and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21, with the following conditions:
  - Buffers shall be maintained per the Effingham County Code of Ordinances, Section 3.4.1
  - A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
2. **Deny** the request for to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

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

**RZN-23-13**

Rezoning Application

Status: Active

Submitted On: 12/5/2023

**Primary Location**

5947 Georgia Highway 21

South

Rincon, GA 31326

**Owner**

BAZEMORE DONNIE RAY

AND REBECCA R

ARCOLA RD 1685

PEMBROKE, GA 31321

**Applicant** McCaulea Kirkland 912-644-3249 mccaulea\_kirkland@emc-  
eng.com 5857 Hwy 21 South  
Rincon, GA 31326

## Staff Review

 **Planning Board Meeting Date\***

01/09/2024

 **Public Notification Letters Mailed**

12/18/2023

 **Planning Board Ads**

12/20/2023

 **Board of Commissioner Meeting Date\***

02/06/2024

 **Board of Commissioner Ads**

01/17/2024

 **Commissioner District\***

5th

 **Staff Description**

465J-1C

 **Request Approved or Denied**

-

## Applicant Information

**Who is applying for the rezoning request?\***

Agent

**Applicant / Agent Name\***

Donnie Bazemore

**Applicant Email Address\***  
donniebazemore@yahoo.com

**Applicant Phone Number\***  
9124455235

**Applicant Mailing Address\***  
1685 Arcola Rd

**Applicant City\***  
Pembroke

**Applicant State\***  
GA

**Applicant Zip Code\***  
31321

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### Property Owner Information

**Owner's Name\***  
Donnie Bazemore

**Owner's Email Address\***  
donniebazemore@yahoo.com

**Owner's Phone Number\***  
9124455235

**Owner's Mailing Address\***  
1685 Arcola Rd

**Owner's City\***  
Pembroke

**Owner's State\***  
GA

**Owner's Zip Code\***  
31321

---

### Rezoning Information

**Present Zoning of Property\***  
R-1 (Single Family Residential)

**Proposed Zoning of Property\***  
B-3 (Highway Commercial)

**Proposed Road Access\***

**Total Acres \***

Lewis Drive

1.58

**Acres to be Rezoned\***

1.58

**Lot Characteristics \***

residential, located at the corner of Lewis Dr and Hwy 21, consists of an existing building and concrete drive

**Water Connection \***

**Name of Supplier\***

Public Water System

City of Rincon

**Sewer Connection**

Private Septic System

**Justification for Rezoning Amendment \***

develop a car lot

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

**North\***

**South\***

r-1

b-3

**East\***

**West\***

b-3

r-1 (annexing to rincon for commercial zoning)

**Describe the current use of the property you wish to rezone.\***

residential lot, consists of existing building, concrete drive, and various vegetation

**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.\***

develop a car lot

**Describe the uses of the other property in the vicinity of the property you wish to rezone?\***

residential along Lewis Dr, general commercial adjacent property, and highway commercial across hwy 21

**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 general commercial and highway commercial districts, buffers provided to screen adjacent residential properties

**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, less traffic will be generated than by retail or office or residential

**Digital Signature\***

Donnie Bazemore  
Dec 5, 2023

## Attachments



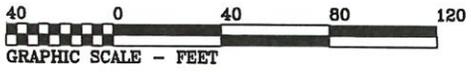
**Any additional supporting documentation.**

23-0118 Sketch Plan 12-5-23.pdf

Uploaded by McCaulea Kirkland on Dec 5, 2023 at 4:33 PM



DATE: AUGUST 30, 2023  
By: Warren E Poythress  
Registered Land Surveyor No. 1953  
Address: 991 Hunters Road  
Sylvania, Georgia 30487  
Cell Phone - 912-531-1453  
Telephone: 912-857-3288  
Equipment - Sokkia GRS2 - GPS  
Topcon 303  
FINAL PLAT CLOSURE =

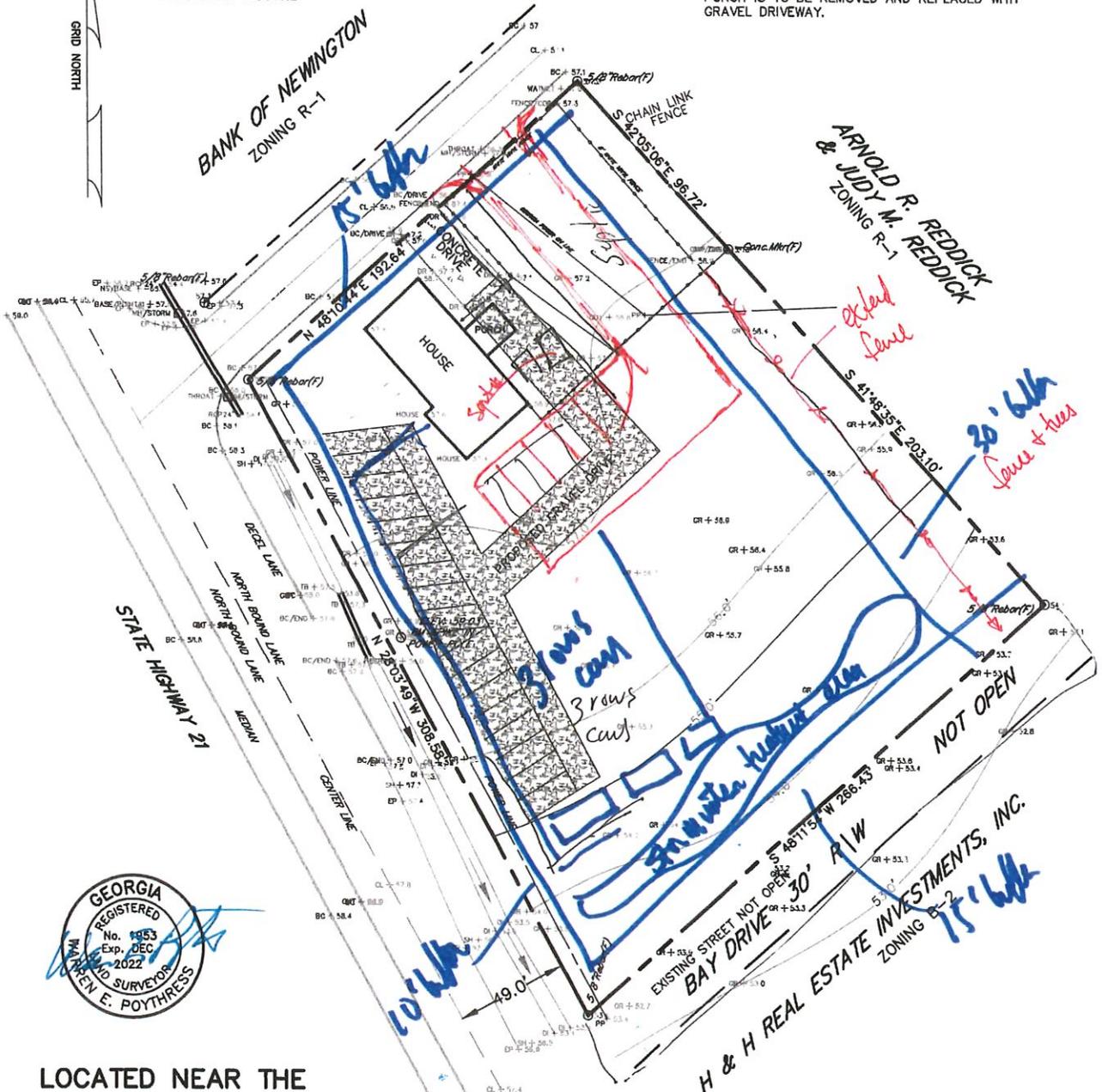


PORCH IS TO BE REMOVED AND REPLACED WITH GRAVEL DRIVEWAY.

GRID NORTH

BANK OF NEWINGTON  
ZONING R-1

ARNOLD R. REDDICK  
& JUDY M. REDDICK  
ZONING R-1



LOCATED NEAR THE  
CITY OF RINCON,  
9TH G. M. D.,  
EFFINGHAM COUNTY,  
GEORGIA

ADDRESS - 5947 HIGHWAY 21  
RINCON, GA. 31326

TOPOGRAPHIC SYRVEY  
AND PLOT PLAN  
FOR  
DONNIE BAZEMORE

partly 1 space in 40' of  
fence area?

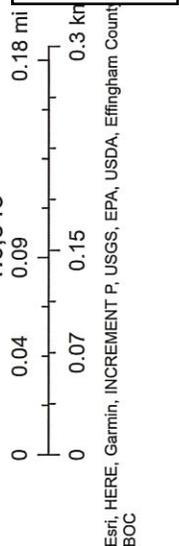
# 465J-1C



12/16/2023

- Addresses
- Tax Parcel Labels
- Effingham County Zoning
- Roads
- Tax Parcels
- B-2
- R-1
- B-3
- AR-1
- AR-2
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- B-1
- I-1
- B-2
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

1:6,545



Item XIV. 17.

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 ~~X~~ DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Donnie Bazemore - (Map # 465 Parcel # 1C)** from **R-1** to **B-3** zoning.

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

B.S.

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*Handwritten notes in blue ink:*  
- A large scribble at the top left.  
- "could be an only use."  
- "we auto sides use."  
- "it could be without limiting the use."  
- "Beh" written near question 2.

*Handwritten initials:* R.T.

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APPROVAL PEH

DISAPPROVAL \_\_\_\_\_

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D.M.

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APPROVAL           

DISAPPROVAL           

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

D.B.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Donnie Bazemore** request to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21. **[Map# 465 Parcel# 1C]**

### Summary Recommendation

Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This proposed rezoning has been before the Planning Board and Board of Commissioners in 2020 and again in 2022. Both times it was denied.
- At the previous meetings the concerns were consistent and encompassed:
  - Lewis Drive being a residential street.
  - An increase in traffic on Lewis Drive.
  - Access to the proposed development being on Lewis Drive.
- This parcel is part of the Goshen Terrace Subdivision, it does face Highway 21.
- The Future Land Use Map (FLUM) does project this parcel as agriculture/residential. However, this parcel on the FLUM is surrounded by what is projected to be commercial.
- Per the Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.11 – B-3 Highway Commercial Districts:**

**Permitted uses:**

  - a. All uses permitted or conditional in B-1 and B-2 except detached single-family buildings.
  - b. Automotive sales, service, and storage.
  - c. Wholesale operations.
  - d. Retail building supply.
  - e. Indoor amusement parks or privately owned recreation facilities.
  - f. Hospitals.
  - g. Screened outdoor storage.
  - h. Nursing homes.
  - i. Mixed-use residential with a maximum density of 12 units per acre.
  - j. Bed and breakfast lodging facility.
- At the January 10, 2024, Planning Board meeting Mr. Brad Smith made a motion for approval with the stipulation that it is used for the proposed use. The motion was seconded by Mr. Peter Higgins and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21, with the following conditions:
  - Buffers shall be maintained per the Effingham County Code of Ordinances, Section 3.4.1
  - A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
2. **Deny** the request for to **rezone** +/- 1.58 acres from **R-1** to **B-3** to allow for a car lot. Located at 5947 GA Highway 21.

**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.  
465-1C

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
465-1C

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CINDY AND STEVEN PITTS has filed an application to rezone one and fifty-eight thousandth (1.58) +/- acres; from R-1 to B-3 to allow for a car lot; map and parcel number 465-1C, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT one and fifty-eight thousandth (1.58) +/- acres; map and parcel number 465-1C, located in the 5<sup>th</sup> commissioner district is rezoned from R-1 to B-3 to allow for a car lot with the following conditions:

- Buffers shall be maintained per the Effingham County Code of Ordinances, Section 3.4.1
- A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

**Staff Report**

**Subject:** Sketch Plan (Fifth District)  
**Author:** Sammy Easton, Planner II  
**Department:** Development Services  
**Meeting Date:** February 6, 2024  
**Item Description:** **Donnie Bazemore** request approval of a **sketch plan** for “Bazemore Car Lot” Located on Hwy 21 South, proposed zoning **B-3. [Map# 465] Parcel# 1C]**

**Summary Recommendation**

Staff has reviewed the application, and recommends **Alternative 1** of a **sketch plan** for “Bazemore Car Lot”

**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.*
- This parcel rezoning has been denied 2 times previously.
- The existing home on the property will be used as the main office of the car lot.
- Main Access to this property will be off Lewis Drive with a commercial-grade driveway.
- The Buffer along Lewis Drive must be at least 10’, the applicant is showing a 15’ buffer. The Buffer to the North touching the Residential Property is 30’, the Buffer to the east touching the B-3 parcel is 15’ and there is a 10’ landscaped buffer on the Highway 21 property line. This is in accordance with the 2023 Effingham County Code of Ordinance, 3.4.2 Adjacent public street buffers (adopted 11/7/2023):  
*All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single-family subdivisions, a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision.*  
*Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street shown in the chart.*
- Development Services understands a Car Lot must have exposure to be successful, if the landscaping adheres to Section 3.4 – Buffers, Development Services will allow this.
- **On January 10, 2024, Planning Board Recommended Approval with Staff Conditions.**

**Alternatives**

1. **Approve the sketch plan** for “Bazemore Car Lot” with the following conditions:
  - a. The Pond is moved further south, adding more distance between it and the buffer.
  - b. An Encroachment permit is issued for the Main Access Point for the car lot.
  - c. A Buffer Map and Buffer contract is submitted at time of Land Disturbing Activity and Development Plan Review.
  - d. The Applicant obtains an Effingham County Commercial Business License
  - e. Buffers must be replanted before the issuance of a business license.
  - f. Applicant passes his Fire Inspection.
  - g. Site development plans shall comply with Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  - h. All wetland impacts must be approved and permitted by USACE

2. **Deny the sketch plan** for “Bazemore Car Lot”

**Recommended Alternative: 1**

**Department Review:** Development Services

**Attachments:** 1. Sketch Plan Application

**Other Alternatives: 2**

**FUNDING:** N/A

2. Sketch Plan 3. Aerial Photograph

### SKPN-23-4

Sketch Plan Submittal

Status: Active

Submitted On: 12/5/2023

#### Primary Location

5947 Georgia Highway 21

South

Rincon, GA 31326

#### Owner

BAZEMORE DONNIE RAY

AND REBECCA R

1685 ARCOLA RD

PEMBROKE, GA 31321

#### 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

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## Applicant Information

Applicant / Agent Name\*

Donnie Bazemore

Applicant Phone Number\*

9124455235

Applicant Email Address\*

donniebazemore@yahoo.com

Applicant Address\*

1685 Arcola Rd

Applicant City\*

Pembroke

Applicant State\*

GA

Applicant Zip Code\*

31321

Is Applicant owner of property?\*

Yes

---

## Project Information

Proposed Name of Project\*

Bazemore Car Lot

Map Number\*

0465-J001

Parcel Number\*

C00

Total Acreage of Property\*

1.58

Number of Lots Proposed\*

n/a

Current Property Zoning\*

r-1

Proposed Water\*

City of Rincon

Proposed Sewer\*

existing septic

Are any variances requested?\*

no

If so, please described\*

n/a

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

**Applicant\***

✔ Donnie Bazemore  
Dec 5, 2023

**Owner\***

✔ Donnie Bazemore  
Dec 5, 2023

---

### Engineer Information

**Engineer \***

Alec B. Metzger (EMC Engineering Services, Inc.)

**Engineer Phone Number\***

9126443223

**Engineer Address\***

alec\_metzger@emc-eng.com

**Engineer City\***

Savannah

**Engineer State\***

GA

**Engineer Zip Code\***

31405

---

### Surveyor Information

**Surveyor\***

Jimmy Toole (EMC Engineering Services, Inc.)

**Surveyor Phone Number\***

9126443237

**Surveyor Address\***

27 Chatham Center South Drive, Suite A

**Surveyor City\***

Savannah

# EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

**OFFICIAL USE ONLY**

Subdivision Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
 Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
<b>(a) Project Information:</b>		
✓		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>(b) Existing Conditions:</b>		
✓		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.
NA		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>		
NA		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.

<del>NA</del>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<del>NA</del>	8. Water distribution infrastructure master plan.

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

This 4th day of December, 2023

Angela Robbins  
Notary

[Signature]  
Applicant

\_\_\_\_\_  
Owner



NO.	REVISION DESCRIPTION	DATE



**EMC ENGINEERING**  
 27 Captain Center South, Suite A  
 Savannah, GA 31405  
 Tel: (912) 224-6533  
 Fax: (912) 224-6560  
 www.emc-eng.com  
 sarah@emc-eng.com

**SKETCH PLAN**  
 RINCON CAR LOT  
 5947 HIGHWAY 21  
 RINCON, EFFINGHAM COUNTY, GEORGIA  
 Prepared for:  
 DONNIE BAZEMORE

PROJECT NO.: 232518  
 DRAWN BY: JAW  
 DESIGNED BY: JAW  
 SURVEYED BY: SURVEYOR  
 SURVEY DATE: SURVEY DATE  
 SCALE: SURVEY DATE  
 DATE: SURVEY DATE

Item XIV. 19.

**SITE INFORMATION**  
 APPLICANT/OWNER: DONNIE BAZEMORE  
 1066 ARCOLA ROAD  
 PEMBROKE, GA 31221  
 PH: 046.500.1000  
 PROPERTY ADDRESS: 5047 HIGHWAY 21  
 RINCON, GA 31326  
 TOTAL AREA: 1.28 ACRES  
 EXISTING ZONING: R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT)  
 PROPOSED ZONING: B-3 (HIGHWAY COMMERCIAL DISTRICT)  
 PARKING CALCULATIONS:  
 1 SPACE PER 400 SF FLOOR AREA  
 REQUIRED SPACES = 15 SPACES  
 BUFFER AREA = 0.41 AC  
 OPEN SPACE INCLUDES DETENTION AREA = 0.84 AC (66% OF TOTAL DEVELOPMENTAL SPACE)  
 WATER PROVIDED BY CITY OF RINCON.  
 SEWER PROVIDED BY EXISTING ON SITE SEPTIC.  
 LIGHTS TO BE DESIGNED BY GEORGIA POWER AND PLACED TO AVOID LIGHT POLLUTION TO ADJACENT PROPERTIES.  
 SOIL INFORMATION WAS TAKEN FROM THE MECS WEB SOIL SURVEY.  
 THE PROPERTY SURVIVAL AREA IS SHOWN ON THE MECS WEB SOIL SURVEY.  
 INSURANCE RATE MAY VARY DEPENDING ON COUNTY, GEORGIA, EFFECTIVE MARCH 15, 2015 AND IS SHOWN TO BE IN FLOOD ZONE X WHICH IS NOT IN A FLOOD HAZARD AREA.  
 TOPOGRAPHIC OR BOUNDARY SURVEYS HAVE BEEN COMPLETED BY WARREN E. POTTHRESS ON AUGUST 30, 2023.



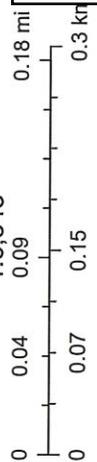
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12/16/2023

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