#### (TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA



#### December 06, 2022 - 5:00 PM

Effingham County Administrative Complex Meeting Chambers

804 South Laurel Street, Springfield GA 31329

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

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

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

#### **Agenda**

#### 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 November 15, 2022 regular 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. Presentation 5:05 pm
  - 1. Presentation of the Georgia Forestry Annual Report
- X. Appearance 5:15 pm
  - Residents of Old Tusculum Road to discuss the road condition
- **XI. Consent Agenda -** This section shall include all routine items for which there will be no discussion. Should a need arise for a debate the item can be moved to the appropriate area of the agenda

#### **1.** [2022-617 Agreement]

Consideration to approve renewal of the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

#### 2. [2022-618 Agreement]

Consideration to approve renewal of an Agreement with Elevos to provide data hosting and billing records for Effingham County EMS

#### **3.** [2022-619 Agreement]

Consideration to approve renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for Effingham County Probate Court

#### 4. [2022-620 Agreement]

Consideration to approve to renew the Agreement with the City of Guyton for Probation Services

#### **5.** [2022-621 Agreement]

Consideration to approve to renew the Agreement with the City of Springfield for Probation Services

#### 6. [2022-622 Agreement]

Consideration to approve to renew the Agreement with State Court for Probation Services

#### **7.** [2022-623 Agreement]

Consideration to approve to renew the Agreement with the Superior Court for Probation Services

#### 8. [2022-624 Agreement]

Consideration to approve to renew a Lease Agreement between Effingham County and the City of Springfield for Fire Department Building

#### 9. [2022-625 Agreement]

Consideration to approve to renew a Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc. for Year 2

#### **10.** [2022-626 Application]

Consideration to approve to ratify and affirm submittal of an Application for the 2023 ACCG Summer Internship Grants Program

#### 11. [2022-627 Authorization]

Consideration to approve an unpaid internship with Georgia Southern University's Criminal Justice Department for the Probation Department

#### XII. Unfinished Business - contains items held from a previous agenda

#### **1. [2022-420 Resolution]** *Tim Callanan*

Second public hearing and approval of Resolution# 022-031 for permanent abandonment of maintenance of the section of Webb Road parallel to and on the right-of-way of the Norfolk Southern railroad tracks (postponed 08/02/2022 and 09/06/2022)

#### 2. [2022-520 Public Hearing] Teresa Concannon

The Planning Board recommends denying an application by **Cindy Howze** as Agent for **Ansgarhay**, **LLC** to **rezone** 72.15 acres located at 108 Godley Road from **AR-1** to **I-1**, to allow for future industrial use Road [**Map# 419 Parcel# 1A**] in the **First & Second Districts** (*this item was postponed 09/06/2022 and 11/01/2022*)

#### 3. [2022-521 Second Reading]

Consideration to approve the Second Reading of an application by **Cindy Howze** as Agent for **Ansgarhay**, **LLC** to **rezone** 72.15 acres located at 108 Godley Road from **AR-1** to **I-1**, to allow for future industrial use Road [**Map# 419 Parcel# 1A**] in the **First & Second Districts** (this item was postponed 09/06/2022 and 11/01/2022))

#### 4. [2022-603 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **The McGraley Co.** as Agent for **Charles Layton** to **rezone** 65.29 of 97.36 acres located on McCall Road and Racepath Road from **AR-1** to **I-1**, to allow for a surface mine **Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24** in the **Fourth District** (postponed 11/01/2022 and 11/15/2022)

#### **5.** [2022-604 Second Reading]

Consideration to approve the Second Reading of an application by **The McGraley Co.** as Agent for **Charles Layton** requests to **rezone** 65.29 of 97.36 acres located on McCall Road from **AR-1** to **I-1**, to allow for a surface mine **Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24** in the **Fourth District** (postponed 11/012022 and 11/15/2022)

#### <u>6.</u> [2022-605 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **The McGraley Co.** as Agent for **Richard Hall** to **rezone** 27.17 of 64.8 acres located on Horse Pen Road from **AR-1** to **I-1**, to allow for a surface mine **Map# 394 Parcels# 29 & 30** in the **Fourth District** (postponed 11/01/2022 and 11/15/2022)

#### 7. [2022-606 Second Reading]

Consideration to approve the Second Reading of an application by **The McGraley Co.** as Agent for **Richard Hall** to **rezone** 27.17 of 64.8 acres located on Horse Pen Road from **AR-1** to **I-1**, to allow for a surface mine **Map# 394 Parcels# 29 & 30** in the **Fourth District** (postponed 11/01/2022 and 11/15/2022)

#### XIII. New Business

#### 1. [2022-628 Resolution] Teresa Concannon

Consideration to approve to amend Resolution# 022-051 of the moratorium on rezoning for I-1 Industrial development

#### 2. [2022-629 Ordinance] Teresa Concannon

Consideration to approve the First Reading of an ordinance to amend **Section 3.17** *Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands* and **Section 5.1** *Agriculture Residential districts* and add a new **Section 5.15.7.9** *Mining and Reclamation (PD-MR)* 

#### 3. [2022-630 Ordinance] Teresa Concannon

Consideration to approve the First Reading of an Ordinance to amend **Article II – Definitions, Article III-** *Section 3.3 Accessory Structures in Residential Districts,* **Article V** - *Section 5.12. I-1 Industrial districts,* and add a new Section 3.16A Shipping Container Facility

#### 4. [2022-631 Quote] Chris Reed

Consideration to approve to ratify and affirm a Quote from Motorola Mobile Communications America (MCA) for the replacement of the radio tower aircraft warning lights

#### **5. [2022-632 Purchase]** *Sarah Mausolf*

Consideration to authorize the purchase of gift cards for County staff members/employees

#### <u>6.</u> [2022-633 Position] Sarah Mausolf

Consideration to authorize the upgrade of an Information Technology position

#### 7. [2022-634 Form] Sarah Mausolf

Consideration to approve to amend the Association of County Commissioners of Georgia (ACCG) Schedule B of the Fee Schedule

#### 8. 2022-635 Change Order] Alison Bruton

Consideration to approve Change Order #2 for DPR Architecture for Contract 20-006 for Architectural and Engineering Services for six county buildings

#### 9. [2022-636 Purchase Order] Alison Bruton

Consideration to approve award of Purchase Order 23-REQ-015 to Certified Stainless Services, LLC d/b/a West-Mark for the purchase of two tandem axle dump trucks for the Public Works Department

#### <u>10.</u> [2022-637 Task Order] Alison Bruton

Consideration to approve award of Task Order 23-IDC RFP-017 to Pond & Company for design and construction management services of a Facility Renovation Package

#### **11. [2022-638 Change Order]** *Alison Bruton*

Consideration to approve Change Order #4 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

#### **12. [2022-639 Change Order]** *Alison Bruton*

Consideration to approve Change Order #2 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

#### 13. [2022-640 Proposal] Alison Bruton

Consideration to approve a Proposal for Audio-Visual Services from Stage Front for the CEM Gymnasium

#### **14. [2022-641 Agreement]** *Mark Barnes*

Consideration to approve the Year 2 Agreement for the Coastal Incentive Grant for stormwater master planning

#### <u>15.</u> **[2022-642 Discussion]** *Clint Hodges*

Discussion regarding enforcing International Fire Code (IFC) Section 510 – Bi-Directional Amplifier (BDA) Requirements

#### XIV. Reports from Commissioners & Administrative Staff

- XV. Executive Session Discussion of Personnel, Property and Pending Litigation
- **XVI. Executive Session Minutes** No executive session was held, no minutes to be approved.

#### XVII. Planning Board - 6:00 pm

#### 1. [2022-643 Sketch Plan] Teresa Concannon

The Planning Board recommends approving an application by **Ashley Mosley** as Agent for **Victor Vanderlugt** al of a **sketch plan** for "Savannah Marine Terminal Bloomingdale Transloading Facility" located at 1054 Old River Road, zoned **I-1**. **Map# 304 Parcel# 9**, in the First District

#### 2. [2022-644 Sketch Plan] Teresa Concannon

The Planning Board recommends approving an application by **Daniel Ben-Yisrael** as Agent for **Claude M. & Elizabeth E. Kicklighter** of a **sketch plan** for "Parker's Convenience Store – Old Augusta Road" located on Old Augusta Road, zoned **B-3**. Map# **478 Parcel# 2B**, in the Fifth District

#### 3. [2022-645 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Yuval Bartal** as Agent for **Andrea L. Allsbrook** for a **conditional use**, located at 1800 McCall Road to allow for an event venue, zoned **AR-1. Map# 391 Parcel# 3** in the **Fourth District**.

#### 4. [2022-646 Second Reading]

Consideration to approve the Second Reading of an application by **Yuval Bartal** as Agent for **Andrea L. Allsbrook** for a **conditional use**, located at 1800 McCall Road to allow for an event venue, zoned **AR-1. Map# 391 Parcel# 3** in the **Fourth District.** 

#### 5. [2022-647 Public Hearing] [Katie Dunnigan

The Planning Board recommends approving an application by **Kevin Shuman & Terry Cook** to **rezone** 14.83 acres located at 5575 Old Dixie Highway from **AR-1** to **AR-2** to allow for a 3-lot subdivision **Map# 263 Parcel# 32B** located in the **Third District** 

#### **6.** [2022-648 Second Reading]

Consideration to approve the Second Reading of an application by **Kevin Shuman & Terry Cook** to **rezone** 14.83 acres located at 5575 Old Dixie Highway from **AR-1** to **AR-2** to allow for a 3-lot subdivision **Map# 263 Parcel# 32B** located in the **Third District** 

#### 7. [2022-649 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Jimmy McDuffie** as Agent for **Jimmy & Wanda McDuffie**, **& Frankie Edwards** to **rezone** 6.67 acres located on Highway 119 North from **AR-1** to **AR-2** to allow for a recombination of parcels **Map# 406 Parcels# 19,20,21,22** in the **Third District** 

#### **8.** [2022-650 Second Reading]

Consideration to approve the Second Reading of an application by **Jimmy McDuffie** as Agent for **Jimmy & Wanda McDuffie**, **& Frankie Edwards** to **rezone** 6.67 acres located on Highway 119 North from **AR-1** to **AR-2** to allow for a recombination of parcels **Map# 406 Parcels# 19,20,21,22** in the **Third District** 

#### 9. [2022-651 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Sheldon Tebeau** as Agent for **Randal Tebeau & the Estate of Patricia Tebeau** to **rezone** 1.46 of 82.84 acres located at 1271 & 1273 Highway 21 from **AR-1** to **AR-2** to allow for a recombination of parcels **Map# 389 Parcels# 34 & 35** in the **Fourth District** 

#### **10.** [2022-652 Second Reading]

Consideration to approve the Second Reading of an application by **Sheldon Tebeau** as Agent for **Randal Tebeau & the Estate of Patricia Tebeau** to **rezone** 1.46 of 82.84 acres located at 1271 & 1273 Highway 21 from **AR-1** to **AR-2** to allow for a recombination of parcels **Map# 389 Parcels# 34 & 35** in the **Fourth District** 

#### 11. [2022-653 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Ernest Zipperer** to **rezone** 14.82 acres located t 1796 Blue Jay Road from **AR-1** to **AR-2** to allow for combination with an adjacent parcel **Map# 394 Parcel# 12** in the **Fourth District** 

#### **12.** [2022-654 Second Reading]

Consideration to approve the Second Reading of an application by **Ernest Zipperer** to **rezone** 14.82 acres located t 1796 Blue Jay Road from **AR-1** to **AR-2** to allow for combination with an adjacent parcel **Map# 394 Parcel# 12** in the **Fourth District** 

#### 13. [2022-655 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application made by **Ernest Zipperer** to **rezone** 80.90 acres located at 835 Horsepen Road from **R-1** to **AR-1** to allow for combination with an adjacent parcel **Map# 394 Parcel# 15** in the **Fourth District** 

#### 14. [2022-656 Second Reading]

Consideration to approve the Second Reading of an application by **Ernest Zipperer** to **rezone** 80.90 acres located at 835 Horsepen Road from **R-1** to **AR-1** to allow for combination with an adjacent parcel **Map# 394 Parcel# 15** in the **Fourth District** 

#### 15. [2022-657 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application made by **Gregory Edward Smithey** for a **conditional use** for a **rural busines** located at 631 Ebenezer Road, zoned **AR-2**. **Map# 446 Parcel# 45** in the **Fifth District** 

#### 16. [2022-658 Second Reading]

Consideration to approve the Second Reading of an application by **Gregory Edward Smithey** for a **conditional use** for a **rural business** located at 631 Ebenezer Road, zoned **AR-2**. **Map# 446 Parcel# 45** in the **Fifth District** 

#### 17. [2022-659 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application made by **Kaitlin Rapp** for a **variance** from *Section 3.20 - Minimum Living Area* located at 4302 Old Dixie Highway, zoned **AR-2**. **Map# 313 Parcel# 12** in the **Third District** 

#### **18.** [2022-660 Second Reading]

Consideration to approve the Second Reading of an application by **Kaitlin Rapp** for a **variance** from *Section 3.20 - Minimum Living Area* located at 4302 Old Dixie Highway, zoned **AR-2**. **Map# 313 Parcel# 12** in the **Third District** 

#### 19. [2022-661 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Jeffrey Hardin** as Agent for **Harrison Clark Ale Jr., Trustee** to **rezone** 11+/- of 106.35 acres located on Lowground Road from **AR-1** to **I-1** to allow for the expansion of an existing permitted surface mine **Map# 373 Parcel# 38** in the **First District** 

#### **20.** [2022-662 Second Reading]

Consideration to approve the Second Reading of an application by **Jeffrey Hardin** as Agent for **Harrison Clark Ale Jr., Trustee** to **rezone** 11+/- of 106.35 acres located on Lowground Road from **AR-1** to **I-1** to allow for the expansion of an existing permitted surface mine **Map# 373 Parcel# 38** in the **First District** 

#### 21. [2022-663 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Jeffrey Hardin** as Agent for **Donald R. Shrum & Donna A. Shrum** to **rezone** 11+/- of 91.83 acres located on Lowground Road from **AR-1** to **I-1** to allow for the expansion of a surface mine **Map#** 373 Parcel# 39 in the **First District** 

#### **22.** [2022-664 Second Reading]

Consideration to approve the Second Reading of an application by **Jeffrey Hardin** as Agent for **Donald R. Shrum & Donna A. Shrum** to **rezone** 11+/- of 91.83 acres located on Lowground Road from **AR-1** to **I-1** to allow for the expansion of a surface mine **Map#** 373 Parcel# 39 in the **First District** 

#### 23. [2022-665 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Cindy Howze** as Agent for **Lisa E. Phillips et al.** to **rezone** 39.27 acres located on Old Augusta Road and Abercorn Road from **AR-1** to **I-1**, for future industrial use **Map# 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5** in the **Fifth District** 

#### **24.** [2022-666 Second Reading]

Consideration to approve the Second Reading of an application by **Cindy Howze** as Agent for **Lisa E. Phillips et al.** to **rezone** 39.27 acres located on Old Augusta Road and Abercorn Road from **AR-1** to **I-1**, for future industrial use **Map# 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5** in the **Fifth District** 

#### XVIII. Adjournment



# Georgia Forestry Commission Effingham County Unit 1250 Hwy 119 S. Springfield, GA. 31329 (912) 754-6932

## Operations Report as of July 01, 2022

Current Protection Responsibility: **233,257 Forested acres** (306,900 acres Total Land Area) Annual County Tax Revenue Contributed to State Forestry Operations: ~ **\$23,325.70** 

### **Active Personnel**

Billy Brown, Chief Ranger Travis Blankenship, Ranger I Vacant Vacant

### **Permits**

| Agriculture | Silviculture | <b>Land Clearing</b> | Other |
|-------------|--------------|----------------------|-------|
| 102         | 118          | 893                  | 0     |
| 1,135 acres | 2,766 acres  | 2,455 acres          |       |

### **Burning Assistance**

4 Landowners ~ 560 acres

# **Firebreaks**

Landowners
9 with fireplow for 30.3 miles (20.2 hours)
14 with harrows for 71.5 miles (28.6 hours) **Total** 101.80 miles (48.8 hours)

### Wildfires

### Average fire size 10.89 acres

### Response Time FY2022 (Dispatch to Initial Attack)

Normal operating hours = **17.75 minutes** After hours/Weekends/Holidays = 29.5 minutes All Time Avg. = 23.6 minutes

### **Seedlings Sold**

11,991

### **Public/Education Outreach Programs**

1 school related programs (Elementary Fire Prevention, FFA/4-H) reaching ~500 people

### **Firewise/Fire Prevention**

1 Programs/Contacts, 8 hours invested, reaching 350 people

### **Equipment**

3 Tractor/plow Response Units 2 Quick Response/Pickup Type 7 engine

### Forest Management Assistance by Commission Forester

16 cases including RFA, Forest Health, Stewardship, Conservation Reserve Program and Water Quality

### **Staff Report**

Subject: Approval to renew the Solid Waste Collection and Recycling Services

Agreement with Atlantic Waste Services, Inc. **Author:** Alison Bruton, Purchasing Agent

**Department:** Solid Waste

Meeting Date: December 6, 2022

Item Description: Solid Waste Collection and Recycling Services Agreement with

Atlantic Waste Services, Inc.

**Summary Recommendation:** Staff recommends renewal of the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

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

- Effingham County currently has an agreement in place with Atlantic Waste Services, Inc. for Solid Waste Collection and Recycling Services. The initial term of this agreement was February 20, 2018 through June 30, 2021.
- An Amendment was approved in September of 2021 which extends the term of the agreement through December 31, 2025, with automatic extensions for up to two (2) additional four (4) year terms unless either party gives notice of intent to terminate.

#### Alternatives for Commission to Consider

- 1. Approval of renewal of Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.
- 2. Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2

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

Funding Source: Sanitation Fund

Attachments:

1. Atlantic Waste Services, Inc. Agreement and Amendments

# SOLID WASTE COLLECTION AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into by and between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter called the "County"), and ATLANTIC WASTE SERVICES, INC. (hereinafter called the "Contractor") of Georgia, a corporation maintaining an office located in Pooler, Georgia, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

WHEREAS, the County is empowered to provide for the collection and disposal of solid waste and is further allowed by law to enter contracts; and

WHEREAS, the County, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection of garbage, yard waste and recycling in the County, including its lawful disposal and has determined that the best interest of the County would be served by the employment of the contractor for said purpose; and

WHEREAS, the Contractor is willing to render the service of collection of garbage, recycling and yard waste within the County including its lawful disposal upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

#### TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin on **February 20, 2018.** The initial agreement shall terminate on **June 30, 2021.** There will be **four (4)** single-year renewals unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement. The terms and conditions of this Agreement during any renewal term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Agreement. Notwithstanding the foregoing, this Agreement may be terminated during the initial term or renewal term pursuant to the provisions in the next following paragraph or the provisions of section 35 below.

This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement in accordance with O.C.G.A. §36-60-13.

#### **DEFINITIONS.**

*Bags*. Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top, Maximum total weight of bags and contents shall not exceed fifty (50) pounds.

Board means the Effingham County Board of Commissioners.

Bulky waste means discarded items that are larger than three feet in any dimension, and/or heavier than 50 pounds in weight, and, therefore, too large to be collected in residential municipal solid waste storage containers or carts, including, but not limited to, items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

Collect or collection means to remove residential solid waste and residential recovered materials for transport to a disposal facility or processing facility, or cause such to be removed.

Collection services means the collection from a residential service unit and any other locations which generate residential solid waste and residential recovered materials including related transportation, transfer, processing and/or disposal.

Construction & Demolition (C&D) Refuse means waste material resulting from construction, repairs, remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing.

County means Effingham County, Georgia.

Curbside collection refers to the collection of residential solid waste and residential recovered materials from the designated residential collection location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.

Dead Animals means dead animals or portions thereof, weighing less than fifty (50) pounds.

Designated residential collection location means the location where the residential solid waste storage container or cart, residential recovered materials storage container, and/or any yard trimmings are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

Disposal means dumping or depositing solid waste into or onto a disposal facility.

Disposal facility means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal.

Duplex means a building designed exclusively for residential occupancy by two families.

Hazardous waste means any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Georgia Hazardous Waste Management Act. Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCB's), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that 'under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste", a "hazardous substance", or similar designation under any federal, state or local environmental law.

Mobile home means a mobile or manufactured home, receiving residential-type waste collection.

Multifamily dwelling means a building designed exclusively for residential occupancy by more than one family, except for duplex, triplex, and quadraplex units:

*Non-curbside collection* means collection of residential solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings outside the designated residential collection location.

Overage means the placement of residential solid waste in the residential solid waste storage container or cart such that materials extend beyond the container rim and the lid fails to fully close.

*Person* means the state or any other state agency or institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in the state or any other state. The term "person" also includes any officer or governing or managing body of any county, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in the state or any other state. The term "person" also includes employees, departments, and agencies of the federal government.

*Processing* means any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of recovered materials for recycling.

*Processing facility* means a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or disposal or separation and preparation of recovered materials or yard trimmings to produce a marketable commodity.

Quadraplex means a building designed exclusively for residential occupancy by four families.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered materials processing facility means a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. The term "recovered materials processing facility" shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed residential solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential sources. Recycling includes the composting process if the compost material is put to beneficial use.

Refuse means all residential solid waste.

Residential solid waste means solid waste generated at a residential service unit.

Residential solid waste collection services means the collection, processing and disposal of residential solid waste by a residential service provider.

Residential solid waste storage container or cart or receptacle means a leak proof container with attached lid and wheels that will allow the manual, automated or semi-automated collection of residential solid waste, meeting the specifications established by the county.

Residential recovered materials means recovered materials generated at a residential service unit.

Residential recovered materials collection service means the collection and processing of residential recovered materials in a single stream.

Residential recovered materials storage container means a container that will allow collection of residential recovered materials meeting specifications established by the county.

Residential service fee means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste and residential recovered materials for the administration of the county's solid waste program.

Residential service provider means a person who has received a service agreement from the county to perform the physical process of collecting, transporting, processing and disposing of the residential solid waste, residential recovered materials, and/or yard trimmings within unincorporated Effingham County.

Residential service unit means each unit or units within the following categories: single-family dwellings; duplexes or two-unit multifamily dwellings; triplexes or three-unit multifamily dwellings; quadraplexes or four unit attached multifamily dwellings; and mobile homes. A residential service unit shall be deemed occupied when either water or electrical services are being supplied thereto.

Residential service unit owner means any person, firm, corporation or other entity owning a residential premises in unincorporated Effingham County.

Residential solid waste collection and disposal means the performance of all requirements within this Agreement and applicable laws related to residential solid waste, residential recovered materials, and yard trimmings, as well as incidental administrative tasks related to the performance of those requirements.

Single-family dwelling means a building designed exclusively for residential occupancy by one family.

Single-Stream Recyclable Materials means plastic containers coded 1-5, Tin cans, Aluminum, Paper products: newspapers, junk mail, magazines, etc., Cardboard and Glass generated by Residential Units within the unincorporated areas of the County, that are collected and commingled within a single 95 gallon wheeled receptacle that will be provided to each Residential Unit by Contractor. Recyclables do not include hazardous waste or items contaminated with food waste.

Solid Waste refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HPDE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building construction and demolition (C&D) materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

Special needs resident means a residential service unit owner who, as a result of a physical or mental challenge, is unable to place his residential solid waste storage container or cart, residential recovered materials storage container, and/or yard trimmings at the designated residential collection location for collection by the residential service provider.

*Transfer station* means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing facility.

Treated wood means wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Triplex means a building designed exclusively for residential occupancy by three families.

Unacceptable waste means hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential services provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider's equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider's employees.

White goods and furniture means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators

and freezers, which have had the doors removed and furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, which weight exceeds fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center

Yard trimmings means leaves, brush, grass clippings, shrub and tree pruning's, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. As used herein, the term "yard trimmings" does not include stumps, roots, shrubs with intact root balls, bulk soil or stone and specifically excludes all treated wood.

Yard Waste means leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches no more than four (4) feet in length and four (4) inches in diameter and that are bundled and tied, chipped shrubbery and other vegetative material generated from a residential yard or garden. Yard waste does not include tree stumps, rocks, and bulk soil or stone.

#### COLLECTION OF RESIDENTIAL SOLID WASTE

All residential solid waste collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. Before disposal, all residential solid waste collected from waste generators in Effingham County will be weighed and recorded. The Contractor will provide the County with a monthly tonnage report that is to be delivered to the designated Effingham County representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for County inspection.

The Contractor will provide all residential service units with one (1) new, industry standard, 95 gallon or more lidded, wheeled container. The container will be at no cost to the County or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance.

The Contractor will be required to pick up, on a weekly basis, all residential solid waste, provided it is placed in an approved collection container and set out for collection. Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the County's solid waste plan and recycling program. Contractor shall not be responsible for the collection of white goods or bulky items as those items shall be delivered by the resident to county drop off center or some other permitted facility.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the County and residential service unit owners, in writing, ten (10) business days in advance of the effective date.

#### YARD WASTE

The company will be required to pick up all yard waste contained within the residential solid waste storage container from each residential unit at the same schedule as collecting refuse.

All yard waste shall be placed into the residential solid waste storage container only. There will be no collection of yard waste outside of the carts or garbage that is outside of the cart resulting from excessive yard waste that is inside of the cart.

It is the company's responsibility to properly dispose of all yard waste collection containers at no additional cost to the County.

#### **COLLECTION OF RECYCLABLES**

The contractor must provide for a single stream collection of recyclables.

The Contractor shall collect, but not limit collection to, the following recyclable materials:

- Plastic containers coded 1-5
- · Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- · Glass

Recyclable materials will be collected curbside on a bi-weekly basis. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 95 gallon, a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

Before processing the materials collected within Effingham County, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the County with a monthly tonnage report. The report shall be given to the County's Designated Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for County inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

The Contractor is prohibited from collecting recyclables from a household and mixing them with garbage unless the County grants prior written approval. The County reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable material.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Effingham County recycling program and how to prepare those materials.

The Contractor may remove the recycling container if the customer continues to place non-recyclable materials in the recycling container after receiving instructional materials about the recyclable materials that are acceptable after Third (3<sup>rd</sup>) infraction in Three (3) Months.

#### NEIGHBORHOOD CLEANUP PROJECTS

The County sponsors community cleanups and recycling events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for six (6) community cleanup events annually – one in each of the five (5) county districts and one in the designated MS4 area. Schedules and sites are to be determined by the event.

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the

following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed, with a maximum being 3 swap outs per container per event or 6 total per event.

#### COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION

Beginning on the service commencement date, Contractor shall collect all waste and recyclables placed inside the 95 gallon carts at sites located at County buildings or facilities in both the un-incorporated areas and the incorporated municipalities as scheduled through mutual agreement. Contractor shall provide the County with carts in sufficient number and capacity to contain such waste and recyclables at no extra charge. However locations that require more capacity than 3 garbage carts and 3 recycling carts shall utilize front-end containers with a following fee schedule below.

Within the first year of the Contract term, Contractor shall conduct a receptacle audit to assess whether the receptacles are sufficient in capacity to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the designated County representative, and propose appropriately sized receptacles as necessary.

The Contractor will provide for the collection of waste and recyclables at the facilities designated. Contractor provided containers are to be clearly labeled to receive waste and recyclables. Frequency of service shall be weekly for garbage and bi-weekly for recyclables.

#### Location of County Sites is as follows:

| DEPARTMENT<br>NAME                   | DEPARTMENT ADDRESS                              | SIZE OF WASTE<br>RECEPTACLE         |
|--------------------------------------|---|-------------------------------------|
| Goshen Apartments                    | Goshen & Hwy 21, Rincon, GA 31326               | 8 yd front load x 1                 |
| Ball Field                           | Honeyridge Road, Springfield, GA 31329          | 8 yd front load x 1                 |
| Annex                                | 768 GA Hwy 119 S, Springfield, GA 31329         | 8 yd front load x 2                 |
| Prison                               | 321 GA Hwy 119 S, Springfield, GA 31329         | 8 yd front load x 7                 |
| Prison (Animal<br>Shelter)           | 321 GA Hwy 119 S, Springfield, GA 31329         | 30 yd rolloff x 2 (on call service) |
| Jail                                 | 130 1st Street Extension, Springfield, GA 31329 | 8 yd front load x 2                 |
| New Courthouse<br>(Judicial Complex) | 700 North Pine Street, Springfield, GA 31329    | 8 yd front load x 1                 |
| Historic Courthouse                  | 901 North Pine Street, Springfield, GA 31329    | 8 yd front load x 1                 |
| Convenience Center                   | 2750 Courthouse Road, Guyton, GA 31312          | 8 yd front load x 1                 |
| Waste Water<br>Treatment Plant       | 805 Low Ground Road, Guyton, GA 31312           | 2 yd front load x 1                 |
| Sandhill Athletic Park               | 199 Stagecoach Avenue, Guyton, GA 31312         | 8 yd front load x 1                 |

#### **CONVENIENCE CENTER**

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8:00 a.m. until 5:30 p.m.

Contractor will operate Toledo Scales ("scales") and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

Contractor will assign qualified personnel to manage and operate the scales and to direct loads of solid waste at the Convenience Center. Contractor shall not receive any benefit including economic benefit from the use of county inmates.

Contractor will ensure all employees wear safety shoes and hearing/eye protection pursuant to Contractors policy.

Contractor will provide operation and safety training for the personnel who will operate the scales and will provide any additional personal protective equipment when deemed necessary by the Contractor, in its reasonable discretion.

Contractor will provide at least two (2) forty (40) yard containers for garbage; at least two (2) forty (40) yard containers for yard waste; at least two (2) forty (40) yard containers for bulk.

Contractor will receive Yard Trimmings, as defined by O.C.G.A. §12-8-22(42). The Yard Trimmings shall be disposed of in a beneficial manner in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management, Chapter 391-3-4, as amended. The Contractor shall cease accepting Yard Trimmings should Effingham County apply for, and receive, a solid waste handling permit. The Contractor will have the option to burn yard waste or the county shall provide a bulldozer and operator to clear new space once there is no more room to dispose of yard debris.

Contractor will be responsible to use roll off trucks to transfer waste from the Convenience Center to disposal site and shall be responsible for all roll off containers at the Convenience Center. Contractor shall also be responsible for all collection boxes, equipment and containers at the Convenience Center. Contractor may charge a fee of \$.08 per pound of \$160.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees. Any change in fee shall be approved by the Board of Commissioners.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The prices for tires are listed in the Effingham County Schedule of Fees.

The County shall be responsible for permitting the site, site mowing and maintenance of the Convenience Center structures.

Contractor shall comply will all applicable laws in performing their services at the Convenience Center.

Title to and liability for all waste delivered to the Convenience Center shall at no time pass to the County. The County shall have no obligation to handle waste materials delivered to the Convenience Center.

#### SERVICE DAYS AND HOURS

#### Regular Schedule.

Contractor shall provide collection on service days between the hours of 7:00 a.m. and 6:30 p.m. Prior to commencement of services the Contractor will, at its own expense, notify each residential service unit individually of the scheduled collection days or any changes thereto for the duration of this Agreement.

#### Holiday Schedule.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times,

on a social media platform, the county website, the company website and local newspaper, schedule changes for holidays at least 10 (ten) days before any observed holidays. The following is a list of holidays:

New Year's Day Thanksgiving Day Christmas Day

#### Changed Schedule.

Contractor may not change a regularly scheduled collection day without County approval. If approved, the Contractor shall notify each customer of any change in that customer's regularly scheduled collection day (except for Holiday schedule) or days in writing by first class mail at least 2 weeks prior to the change. Exceptions may apply with severe and/or extreme weather events that prevent the Contractor from performing services. If collection is suspended, Contractor will perform collection on the next regular collection day. The Contractor will not be allowed Sunday collection except in emergency situations approved by the County.

#### Emergency Schedule.

Contractor may have to after regular service due to unforeseen natural or manmade circumstances. When these events occur, Contractor shall communicate with the County on a satisfactory return to normal operation and clean up schedule. Contractor shall advertise on its and the county's website as well as other social media platforms the revised schedule. Contractor will send phone messages to all available phone numbers that are provided by the county. Failure to do so will cause a \$2,500 per day fine until normal schedule is restored.

#### COLLECTION SERVICE EXCEPTIONS

Contractor is not obligated to collect solid waste in the event of any service exception, but must complete and leave a non-collection notice securely attached to a receptacle at or near the set-out site.

Exceptions include solid waste that is not properly placed in receptacle, unpermitted waste (such as hazardous waste), or contamination of recyclable waste not in compliance with collection services and applicable State laws.

In its next monthly report, Contractor shall inform the County of each customer to which Contractor gave a non-collection notice.

#### ROUTING

No later than 45 (forty-five) days prior to the Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:

- Beginning and ending points for each route, with route marked on a map;
- Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker's shift hours;
- Date and approximate time (morning or afternoon) of pickups; addresses of each customer's premise.
- The VIN, tag and unit number of the vehicle assigned to each route.

The County may provide written comments on proposed route maps and sheets to Contractor no later than 10 (ten) business days thereafter. Within 10 (ten) business days after receipt of any comment from the County, Contractor shall promptly revise the maps, schedules, and route sheets to reflect the comments and return them to the County for corroboration and approval.

#### Route changes with County Consent

• Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor's proposed date of the change.

• Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

#### Route Audits

The County may conduct audits of Contractor's collection routes. Contractor shall cooperate with the County on route audits, including permitting County employees or other persons designated by the County to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by the County to conduct audits.

#### ACCESS

Contractor shall provide collection services to all residential premises service located on publicly owned roadways and privately owned roadways where the owner(s) grants written permission. Such roadways shall be accessible to waste collection vehicles. Privately owned roadways where the owner grants permission for collection of solid waste shall be maintained by the owner. All roads and right of ways used to collect waste shall be built and designed to handle the weight of the waste collection vehicles and Contractor shall not be liable for damage to roads for normal wear and tear in providing the service.

#### **INACCESIBLE PREMISES**

Contractor and the occupant of a residential premises not conveniently accessible to a public or private right of way or not having suitable location at roadside for placement of carts or other residential solid waste shall agree on the manner and location for the collection of residential solid waste from such residential premises. Such agreement, for example may require that Contractor collect residential solid waste in bags approved by the Contractor and placed at a convenient location within 25 feet of roadside.

#### **COLLECTION EQUIPMENT**

Each collection vehicle must meet industry standards, licensure and approval by the County. In addition, Contractor shall comply with applicable U.S. Environmental Protection Agency standards and Georgia Department of Transportation regulations. At origination of this agreement all trucks will be brand new, but at no time during the term of this contract resulting or during any extension of said contract will the Contractor include any vehicles/equipment in the fleet being provided for Effingham County that is more than **FIVE (5)** years old.

Contractor will be required to use only GPS equipped trucks. Contractor will allow County real time access to the GPS system together with the ability to run reports as and when needed.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Vehicles are to have litter control devices.

Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than 9 inches in height.

Vehicles are to be washed weekly or more often, if needed.

Vehicles are not to interfere unduly with vehicular or pedestrian traffic.

Vehicles are not to be left standing on streets, and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

No advertising will be permitted on vehicles.

All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected.

All vehicles used for collection will have a fully enclosed metal top.

All loading doors and cab doors will be closed before a vehicle is placed in motion.

Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on County roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.

All clean ups must be reported within two (2) hours to the designated Effingham County representative. -The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number.

The County or its designated representative shall have the right to inspect collection vehicles at least once annually and request any issues be addressed by Contractor.

#### RECEPTACLE SPECIFICATIONS

Contractor will provide one (1) new 95 gallon or more wheeled receptacle for solid waste collection and one (1) new 95 gallon wheeled receptacle for recycling collection to every residential premises suitable for occupancy in the unincorporated area of the County.

Receptacles must contain prescribed labeling, including any hazardous waste disposal prohibitions

The receptacles shall be from a major U.S. manufacturer, designed for both U.S. industry standard, semi- and fully-automated collection equipment, and carry a 10-year warranty.

Occupants of residential premises may request one (1) or more additional receptacles.

#### Repair or Replacement of lost or damaged Receptacle(s).

Following a customer's written request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer's set-out site on that customer's next regularly scheduled collection day without charge unless there is proven customer negligence. Contractor may charge a fee for willful removal or damage to a container, however, such charge shall not exceed the actual cost to the Contractor for the replacement.

#### **New Residential Units**

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of \$100.00 per occurrence. Timely shall mean that the

carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

#### **Contractor Removal of Refuse Receptacles**

Upon expiration or termination of this Agreement, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer's premises, or at the time directed by the County.

#### SPECIAL RECEPTABLE ROLL OUT SERVICE

At customer request, Contractor shall provide roll-out or side door/back door service for refuse and recycling receptacles. In no event will side door or back door service be provided at a distance of more than 150 feet from the public roadway.

- a. Without surcharge. Contractor shall provide roll-out service without surcharge to the following individuals:
  - Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
  - Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.
- **b.** With surcharge. Contractor shall provide roll-out or backdoor service to any customer who does not meet the preceding listed criteria for the customer special service surcharge listed on the Contractor service fee schedule.

#### MISSED COLLECTIONS AND COMPLAINT HANDLING

- 17.1 The Contractor shall maintain and adequately staff a customer service department call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to contactor's customer service department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours. If requested by the caller, Contractor shall provide a receipt of the complaint by e-mail or fax.
- 17.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:
  - 17.2.1 Identification number
  - 17.2.2 Date and time of initial call
  - 17.2.3 Date and time of any follow up call(s)
  - 17.2.4 Customer name, service address, and phone number
  - 17.2.5 Type of service request or complaint
  - 17.2.6 Contractor contact by whom service request or complaint was received
- 17.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database. The closed work order information will include all of the above data, plus:
  - 17.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
  - 17.3.2 Action taken to satisfy request or resolve complaint
  - 17.3.3 Date of communication with Service Unit
  - 17.3.4 Date and time of action taken

- 17.4 Contractor shall configure the computerized customer database that stores the service request and complaint records so that those records can be provided to the County on short notice upon request.
- 17.5 Contractor shall summarize work orders and complaints on a monthly basis.
- 17.6 The County's goal is the resolution of 98% of all complaints within 24 (twenty-four) hours of the complaint.

#### QUALITY OF PERFORMANCE OF CONTRACTOR

- 18.1 **Breach of Contract**: Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor by close of the next day collection shall be considered a breach of this Agreement with the County.
- 18.2 **Liquidated Damages**: The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County' probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:
  - 18.2.1 Failure to clean up spilled Residential Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials resulting from loading and/or transporting per Service Unit per occurrence: \$100.
  - 18.2.2 Failure to collect Residential Solid Waste from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day, whichever is later per occurrence: \$100.
  - 18.2.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three or more similar incidents at the same premises within a six month period) per occurrence: \$500.
  - 18.2.4 Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) at least once per week per occurrence: \$1,000.
  - 18.2.5 Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received.
  - 18.2.6 Collection or commingling of Residential Single-stream Recovered Materials with Residential Solid Waste without explicit written authorization from the County: per occurrence \$500.
  - 18.2.7 Failure to clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks per occurrence: \$500.
  - 18.2.8 Failure to maintain staffed office during specified hours (8:00a.m. to 5:00 p.m. Monday through Friday) per occurrence: \$400.
  - 18.2.9 Failure for Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract per occurrence: \$100.

- 18.2.10 Failure of Contractor to comply with any State or local littering laws per occurrence: \$100 in addition to any applicable fines levied.
- 18.2.11 Failure to replace or repair a damage cart within 48 hours of notice by the customer or designated county staff per occurrence: \$100.
- 18.2.12 Failure to replace a stolen cart within 48 hours of notice by the customer or designated county staff per occurrence: \$100.
- 18.2.13 Failure to deliver new curbside carts to new customers within 5 business days of-notice by the customer or designated County staff per occurrence: \$100.
- 18.2.14 Failure to completely empty garbage and recycling cart within 48 hours after notice by the customer or designated county staff per occurrence: \$100.
- 18.2.15 Failure to place garbage or recycling cart at least 2 feet off of the paved road after emptying the cart after notice by the customer or designated county staff per occurrence: \$100.
- 18.2.16 For phone or in person complaints received and facilitated by county staff regarding any matter in this Agreement, the County shall deduct \$5.00 for each instance over the amount of 10 per month.
- 18.3 Appeals Process for Assessment of Liquidated Damages: Within 5 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

#### INADVERTENT COLLECTION AND DELIVERY OF UNPERMMITTED WASTE

If Contractor inadvertently collects and/or delivers unpermitted waste to a solid waste management facility and Contractor cannot identify or fails to remove it, Contractor shall arrange for its proper handling and disposal as required by Applicable Law and cooperate with the solid waste management facility owners or operators with respect to proper handling and disposal. Contractor releases County from obligation or liability to Contractor for those costs of disposal. Promptly upon County request, Contractor shall reimburse County for County's reimbursement costs of handling unpermitted waste if Contractor does not do so. The Contractor shall have an Unpermitted Waste protocol in place.

#### COLLECTION PERSONNEL

Contractor will provide an adequate number of qualified personnel properly trained to conduct the tasks required by this Agreement and as may be required to satisfy the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

Contractor may be required to submit a list of all personnel who will be utilized in fulfilling the requirements of this Agreement, and evidence of their qualifications. The County shall retain the right to reject personnel if they do not meet County qualifications.

#### Collection personnel will:

Perform in a safe, proper and effective manner, abiding by all applicable regulations. Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.

WILL NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe, exercise and require their employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and undue interference with the movement of the public or the County.

The Contractor must have in place a drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.

Contractor shall assure that no employees remove materials from the waste collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under this Agreement.

#### MEETINGS AND AUDITS

Contractor will meet once a month with the County's designated representative(s) in the Effingham County Board of Commissioners Administration Building located at 601 N.Laurel Street, Springfield, GA 31329. The Contractor shall maintain adequate records of the services performed by the Contractor during the term of this Agreement. The County shall have the right to review all records maintained by the Contractor pursuant to this Agreement upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Agreement.

#### RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT

Carts must be placed by all residents (with the exception of those handicapped or elderly individuals who have presented to the County a doctor's certificate verifying their respective physical limitations) at the designated residential collection location by 6:00 a.m. on the designated collection day. Designated residential collection location means the location where the residential solid waste cart and the residential recycling cart, are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

The Contractor may decline to collect any container not so placed. The Contractor will service residential units beginning no earlier than 7:00 a.m. and no later than 6:30 p.m.

#### HOUSE COUNT

The residential services to be provided by Contractor hereunder shall be for the curbside collection of all residential solid waste and yard-waste if contained within the cart only and recyclables generated by the residential units in the unincorporated areas of the County. By current house count, all residential units shall be serviced by Contractor under this Agreement. Contractor may request monthly house counts to be conducted by Contractor and County representatives and the compensation due Contractor shall be increased or decreased based on the house count. In the event a new cart is placed on or before the 15<sup>th</sup> day of a month, the residential unit shall be billed for the full month's service.

#### **USE OF SUBCONTRACTORS**

It is understood that the Contractor must have the ability to undertake all the tasks outlined and shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the County, unless approved in advance by the County, via a written amendment to this Agreement.

#### PAYMENT TO COMPANY

The County will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the County will be paid on a monthly basis according to the terms and conditions of this Agreement. A cart count, as of the first (1<sup>st</sup>) day of the current month, will be submitted by County to Contractor. Upon verification, an invoice will be issued on the fifth (5<sup>th</sup>) day of the current month, payable no later than thirty days from the date of the invoice, though the County agrees to make a good-faith effort to pay the invoice in a shorter period of time.

#### **COMPLIANCE WITH LAWS**

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of the State or County Board of Health and all other governmental agencies relative to the collection and transportation of residential solid waste. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the County. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this Agreement including the Contractor submitting to the County the monthly tonnage reports for residential refuse.

#### ANTI-DISCRIMINATION

The Contractor, in performing the work furnished by this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or physical handicap.

#### AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

#### LICENSES AND TAXES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

#### INDEMNIFICATION AND HOLD HARMLESS

The residential service provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the residential service provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the county of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for

which indemnification may be sought hereunder, the county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

#### **IMMUNITY**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

#### INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

- a. Statutory workers' compensation insurance.
  - 1. Employer's liability for bodily injury by accident: \$500,000.00 each accident;
  - 2. Employer's liability for bodily injury by disease: \$500,000.00 policy limit \$500,000.00 each employee.
- b. Commercial general liability insurance.
  - 1. \$1,000,000,00 limit of liability per occurrence for bodily injury and property damage;
  - 2. \$1,000,000.00 limit of liability per occurrence for personal injury;
  - 3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
  - 4. Additional insured endorsement which includes ongoing operations and completed operations.
- c. Auto liability insurance.
  - 1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
  - 2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and

 Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

If the auto policy does not include the endorsement form specified in this section, a separate service providers pollution liability policy endorsed with the transportation pollution liability form with a minimum limit of \$1,000,000.00 must be provided.

- d. Excess liability insurance—Minimum \$5,000,000.00 limit of liability.
  - 1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
  - 2. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
  - 3. The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e. The cancellation provision must provide 90 days' notice of cancellation.
- f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.
- Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal service and must be provided to the County.
- i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
- j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider's expense.
- k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.
- m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
- n. The service provider shall at a minimum apply risk management practices accepted by the service provider's industry.

o. The service provider shall agree to waive all rights of subrogation against the county, the county board of commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the service provider.

#### PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to the amount of 25% of the estimated annual revenue of the Contractor generated pursuant to this Contract. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new Contractor and services.

#### SERVICE CHARGE TO CONTRACTOR.

The County shall pay to the Contractor the sum of:

#### RESIDENTIAL

\$165.00

\$165.00

\$41.44

| <u>\$11.00</u>   | per month per residential unit for once weekly garbage & in cart yard waste collection |  |
|------------------|--|--|
| \$ 4.00          | per month for bi-weekly recycling collection   |  |
| \$ 8.50          | per month for each additional garbage cart per residence                               |  |
| \$4.00           | per month for each additional recycling cart per residence                             |  |
| COUNTY BUILDINGS |  |  |
| COUNTY           | BUILDINGS  |  |
| \$125.00         | per month fee per 10yd front load receptacle - once a week pick up                     |  |
|                  |  |  |

per on call collection pull fee per 20yd rolloff

per on call collection pull fee per 30yd rolloff

per ton disposal fee

#### CONVENIENCE CENTER

\$40,000.00 Annual operating fee

#### **ADDITIONAL FEES**

No Charge Special projects

\$16.66 Per month per residential unit per Roll-Out / Back Door Pick-up on top of normal waste pickup cost for those that don't qualify for special circumstance and medical hardship.

The Contractor shall present an itemized bill for residential service to the County by the fifteenth of the current month and the County shall pay the Contractor within thirty (30) days of the receipt of same. Fees for special collections provided by the Contractor shall be negotiated between the Contractor and the County prior to collection.

#### **MODIFICATION OF RATES**

Commencing with the first anniversary of this Agreement and continuing with each subsequent anniversary, the Service Charge shall be adjusted upwards by 2.5%. During the initial term of this Agreement, the County will not accept any other CPI increases or fuel surcharges, unless there are changes in government regulations which result in significant increases in operating costs of the Contractor. Should a situation like this occur, a rate-increase discussion will be had between the County and the Contractor.

Renewals after the initial term of the agreement will be negotiated between the County and the Contractor.

#### **TERMINATION**

This Agreement between the County and Contractor can be terminated with 60 days written notice by the County based on:

- 1. County electing, in writing, not to exercise any of its option periods.
- 2. Failure of the Contractor to perform based on the Contractor's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- 3. Failure of the Contractor to abide by any of the conditions of this Agreement.
- 4. Any termination of the Contractor's services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall—cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set

forth in this Agreement. Transition services may include but shall not be limited to the following:

- 1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
- 2. Notifying all affected service providers and subcontractors of the Service provider.

The County reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition.

The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County' probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

- 1. The Contractor must physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County:
- 2. Liquidated damages in the amount of five thousand (\$5,000) dollars for the first occurrence of improperly disposed of material;
- 3. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1,000) will be added to the previous amount paid (i.e., second occurrence will equal six thousand (\$6,000) dollars, third occurrence will equal seven thousand (\$7,000) dollars, etc.);
- 4. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- 5. Failure by the Contractor to physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- 1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
- 2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred (\$100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- 3. Starting with the eleventh (11th) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred (\$200) per occurrence will be charged.

The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages which the County can document as being attributable to the above-referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

#### RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any

breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

#### TRANSFER AND ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

#### **ADMINISTRATION**

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

It shall be the responsibility of the Contractor to see that refuse service customers are provided with complete information about the service at all times.

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The County Administrator or his designated agent(s) may from time to time inspect the Contractor's method of refuse collection and confer with the Contractor in order to insure the Contractor's compliance with the Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in such inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County's reputation is in no way damaged by the Contractor's performance.

#### NO AGENCY CREATED

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

#### CONTRACT DOCUMENTS

This Agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect.

#### **CONTRACT AMENDMENTS**

It is the intention and agreement of the parties of this Agreement that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, this Agreement may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

#### **SEVERABILITY**

The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### **GOVERNNING LAW**

This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be governed by and interpreted under the laws of the State of Georgia.

#### INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

#### CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

#### BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject however, to the limitations contained in this Agreement.

#### TIME IS OF THE ESSENCE

Time is of the essence of this Agreement with respect to the obligations of the Contractor hereunder.

#### **COMPLIANCE WITH LAWS**

The County and the Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, and local laws.

#### **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be in an original and all of which shall constitute but one and the same instrument.

#### RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and by this reference are made a part hereof and are incorporated herein.

#### **HEADINGS**

The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

#### CONSTRUCTION AND MODIFICATION

This Agreement is to be construed consistent with the Official Code of Effingham County, Georgia, Chapter 66 – Solid Waste, Article III – Residential Collection and Disposal Services (hereinafter referred to as "Ordinance"). To the extent this Agreement cannot be construed consistent with the Ordinance, the Parties agree that this Agreement shall be amended to the extent necessary to comply with the Ordinance or any subsequent changes to the Ordinance.

# INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY:

Wesley Corbitt Chairman

ATTEST:

Stephanie Johnson Effingham County Clerk

Date:

11/07/2017

FOR THE CONTRACTOR

BY:

ritle: Vice resident

Attest:

Date: //-/0-/



#### DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

- 1. A drug-free workplace will be provided for the employees during the performance of the contract;
- 2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

Atlantic Waste Services (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as 17-001 - Solid Waste Collection and Recycling Services pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November, 2017

My Commission Expires: 08 17, 20 21



#### ATTACHMENT C

#### PROMISE OF NON-DISCRIMATION STATEMENT

| Know all men by these presence, that I (We), | Ben B Wall | Jr UP | Atantic Wester | Services Inc |
|--|------------|-------|----------------|--------------|
|  | Name       | Title | Name of Vendor | 3/           |

(herein after "Company"), in consideration of the privilege to perform on the Effingham County Contract titled 17-001 – Solid Waste Collection and Recycling Services hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

15 18 Wall

11-10-17

DATE:

#### DISCLOSURE OF RESPONSIBILITY STATEMENT

- List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- 2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
- 3. List any convictions or civil judgments under states or federal antitrust statutes.
- 4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
- 5. List any prior suspensions or debarments by any governmental agency.
- 6. List any contracts not completed on time.
- 7. List any penalties imposed for time delays and/or quality of materials and workmanship.
- 8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

| NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001   |
|---|
| Name of individual  Title & Authority  of Atlantic Vasta Services, declare under oath that the above statements, including  |
| of Atlantic Vaste Services, declare under oath that the above statements, including Company Name  |
| any supplemental responses attached hereto, are true.   |
| Bob hell  |
| Signature   |
| State of: beorgia County of: Chatham  |
| SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 day of NOVEM DEC 2017   |
| By Ben B. Wall, JR representing him/herself to be V.P. of the company named.  |
| Notary Public  Notary Public  |
| My Commission Expires: 08 17 , 20 21  |
| THE COUNTY OF THE PROPERTY OF |

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-6031, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program\* User Identification Number

BY: Authorized Officer or Agent

(Contractor Name)

Ben B Wall Tr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF NOVember

My Commission Expires: - 08



<sup>\*</sup> As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

#### SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

| order to be provided to the County within five (3) days c    | mering into | ine contract for mix |
|--|-------------|----------------------|
| EEV / Basic Pilot Program* User Identification Number        |             |                      |
| 9-10-10  |             |                      |
| Date of E-Verify Authorization                               |             |                      |
| 125 B Pine Meadow Dr   |             |                      |
| Pooker, GA 31322   |             |                      |
| Address Polel  | 11-         | 10-17                |
| BY: Authorized Officer or Agent                              | Date        |                      |
| (Subcontractor Name)   |             |                      |
| Vice President   |             |                      |
| Title of Authorized Officer or Agent of Subcontractor        |             |                      |
| Ben B Wall Jr<br>Printed Name of Authorized Officer or Agent |             |                      |
| Printed Name of Authorized Officer or Agent                  |             |                      |
| SUBSCRIBED AND SWORN BEFORE ME ON THIS                       | THE         | HIMEY L BASK         |

My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## Fleet Listing

Contractor: ATLANTIC WASTE SERVICES, INC

|       | VEHICLE MODEL | VEHICLE<br>YEAR                | SERIAL<br>NUMBER   | TAG  |
|-------|---------------|--------------------------------|--|--|
| ACK   | LR            | 2018                           | 9JMM003490   |  |
| IACIE | ir            | 2018                           | 1M2LRO6C<br>70M003486  |  |
| ACK   | LR            | 2018                           | 1M2LR06C<br>9JM003487  |  |
| 1ACK  | ir            |                                | 1M2LR06C<br>0JM 003488   |  |
| 1ACK  | CR            | 2018                           | 1M2LR06C<br>0JM003491  |  |
| 1ACK  | LR            | 2018                           | SIMOSY92   |  |
| ACK   | ĹR            | 2018                           | 1M2LRUGC<br>2JM003489  |  |
|       |               |                                |  |  |
|       |               |                                |  |  |
|       |               |                                |  | У.   |
|       |               |                                |  |  |
|       |               |                                |  |  |
|       |               |                                |  |  |
|       | 3 441         |                                |  |  |
|       |               |                                |  |  |
|       |               |                                |  |  |
|       |               |                                |  |  |
| 1     | ACK IACK IACK | ACK LR IACK LR IACK LR IACK LR | ACK LR 2018  ACK LR 2018  IACK LR 2018  IACK LR 2018  IACK LR 2018 | ACK  LR  2018  111 LROGC  111 LROGC  112 LROGC  9 JM00 3487  114 LROGC  114 LROGC  115 JM 2LROGC  116 JM 2LROGC  117 LROGC  118 JM 2LROGC  11 |

## ACORD

## CERTIFICATE OF LIABILITY INSURANCE

Client#: 1232823

| DATE (M | Item XI. 1. |  |
|---------|-------------|--|
| 10/0    |             |  |

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| this certificate does no | of confer any rights to the certificate holder if |  |                |
|--------------------------|---|--|----------------|
| PRODUCER                 |   | CONTACT Jacquelyn Tucker                           |                |
| USI Insurance Svc CL     | . Savannah  | PHONE (A/C, No, Ext): 912 436-0720                 | AX<br>VC, No): |
| 7 E Congress Street,     |   | E-MAIL<br>ADDRESS: jacquelyn.tucker@usi.com        |                |
| Savannah, GA 31401       |   | INSURER(S) AFFORDING COVERAGE                      | NAIC#          |
|                          |   | INSURER A : Great American Assurance Company       | 26344          |
| INSURED                  |   | INSURER B : Rockhill Insurance Company             | 28053          |
|                          | ste Services, Inc.                                | INSURER C : Hamilton Specialty Insurance Company   | 13551          |
|                          | Meadow Road                                       | INSURER D : Great American Insurance Company of NY | 22136          |
| Pooler, GA               | 31322   | INSURER E:   |                |
|                          |   | INSURER F:   |                |
| COVERAGES                | CERTIFICATE NUMBER:                               | REVISION NUMB                                      | ER:            |

| П | NCD         |                 | ADDI SUB         | ol .           |             | PC     | OLICY FEE | POLICY EXP |          |            |        |         |       |
|---|-------------|-----------------|------------------|----------------|-------------|--------|-----------|------------|----------|------------|--------|---------|-------|
|   |             | AND CONDITIONS  | OF SUCH POLICIES | S. LIMITS SHOV | NN MAY HAVE |        |           |            |          |            |        |         |       |
| ı | CERTIFICATE | MAY BE ISSUED O | OR MAY PERTAIN,  | THE INSURANC   | E AFFORDED  | BY THE | POLICIES  | DESCRIBED  | HEREIN I | IS SUBJECT | TO ALL | . THE T | ERMS, |
| ı |             | NOTWITHSTANDING |                  |                |             |        |           |            |          |            |        |         |       |
| l |             | ERTIFY THAT THE |                  |                |             |        |           |            |          |            |        |         |       |
|   |             |                 |                  |                |             |        |           |            |          |            |        |         |       |

| NSR<br>TR |        | TYPE OF INSURANCE                                 | ADDL | SUBR | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT   | S                        |
|-----------|--------|---|------|------|---------------|----------------------------|----------------------------|---|--------------------------|
| Α         | X      | CLAIMS-MADE X OCCUR                               | X    |      | GLP376325902  |                            |                            | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000<br>\$500,000 |
|           | х      | BI/PD Ded:1,000                                   |      |      |               |                            |                            | MED EXP (Any one person)                                  | \$10,000                 |
|           |        |   |      |      |               |                            |                            | PERSONAL & ADV INJURY                                     | \$1,000,000              |
|           | GEN    | 'L AGGREGATE LIMIT APPLIES PER:                   |      |      | €             |                            |                            | GENERAL AGGREGATE   | s1,000,000               |
|           |        | POLICY PRO-<br>JECT LOC                           |      |      |               |                            |                            | PRODUCTS - COMP/OP AGG                                    | s1,000,000               |
|           |        | OTHER:  |      |      |               |                            |                            |   | \$                       |
| D         | AUT    | OMOBILE LIABILITY                                 | X    |      | CAP376325802  | 10/01/2017                 | 10/01/2018                 | COMBINED SINGLE LIMIT (Es accident)                       | \$1,000,000              |
|           | X      | ANY AUTO  |      |      |               |                            |                            | BODILY INJURY (Per person)                                | \$                       |
|           |        | OWNED SCHEDULED AUTOS ONLY                        |      |      |               |                            | Ì                          | BODILY INJURY (Per accident)                              | \$                       |
|           | Х      | HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY           |      |      |               |                            |                            | PROPERTY DAMAGE<br>(Per accident)                         | \$                       |
|           |        | , ADTOS GIAET                                     |      |      |               |                            |                            |   | \$                       |
| 3         |        | UMBRELLA LIAB OCCUR                               | X    |      | FF01561802    | 10/01/2017                 | 10/01/2018                 | EACH OCCURRENCE   | \$5,000,000              |
| 3         | Х      | EXCESS LIAB X CLAIMS-MADE                         | X    |      | AHSFF11049001 | 10/01/2017                 | 10/01/2018                 | AGGREGATE   | \$5,000,000              |
|           |        | DED RETENTION \$                                  |      |      |               |                            |                            |   | \$                       |
| A         |        | KERS COMPENSATION EMPLOYERS' LIABILITY            |      |      | WC376326002   | 10/01/2017                 | 10/01/2018                 | X PER OTH-<br>STATUTE ER                                  |                          |
|           | ANY    | PROPRIETOR/PARTNER/EXECUTIVE N                    | N/A  |      |               |                            |                            | E.L. EACH ACCIDENT  | \$1,000,000              |
| - 1       | (Man   | datory in NH)                                     | "'^  |      |               |                            |                            | E.L. DISEASE - EA EMPLOYEE                                | s1,000,000               |
|           | If yes | i, describe under<br>CRIPTION OF OPERATIONS below |      |      |               |                            |                            | E,L, DISEASE - POLICY LIMIT                               | \$1,000,000              |
|           |        |   |      |      |               |                            |                            |   |                          |
|           |        |   |      |      |               |                            |                            |   |                          |
|           |        |   |      |      |               |                            | l                          |   |                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Waiver of Subrogation applies on General Liability policy. Blanket Additional Insured applies on
General Liability, Excess Liability and Auto Liability policies. General Liability coverage is primary and
non-contributory.

| CERTIFICATE HOLDER  | CANCELLATION   |
|---|--|
| Effingham County<br>601 North Laurel St.<br>Springfield, GA 31329 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| grand, err ereze  | AUTHORIZED REPRESENTATIVE  |
|   | 5: M Canl  |

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#### AMENDMENT NO. 1

#### TO

#### SOLID WASTE COLLECTION AND RECYCLING SERVICE AGREEMENT (17-001).

This Amendment to Solid Waste Collection and Recycling Service Agreement (hereinafter referred to as this "Amendment") is made and entered into effective May 6, 2018 (the "Effective Date") between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and **ATLANTIC WASTE SERVICES INC.** (hereinafter referred to as the "Contractor"), a Georgia corporation maintaining an office located in Pooler, Georgia.

#### **RECITALS**

- A. The County and Contractor entered into that certain Solid Waste Collection and Recycling Service Agreement in November 2017 (hereinafter referred to as the "Agreement"), pursuant to which Contractor agreed to provide waste management and recycling services to the County.
- B. The parties desire to enter into this Amendment to add services to the Agreement as more fully set forth in this Amendment.

#### AGREEMENT

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the County and Contractor agree as follows:

- 1. Additional Service and fees. Effective May 6, 2018, Contractor agrees to assume responsibility for the collection of non-hazardous wastes (specifically Waste Water Treatment Plant Sludge) from the Waste Water Treatment Plant located at 805 Lowground Way, Guyton, GA 31312 and the disposal of this waste to the Superior Landfill. Contractor will provide a monthly invoice to County directly, in arrears of the services provided. Hauls will be invoiced at a rate of \$180 per haul and an additional \$44 per ton for disposal of the waste water sludge.
- 2. <u>Continuing Effect.</u> Except as expressly amended and modified by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect between the parties during the term of the Agreement. If there is any conflict between this Amendment or the Agreement, this Amendment shall govern.
- 3. <u>Defined Terms</u>. Terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
- 4. <u>Amendments and Modifications.</u> The parties agree that any future amendments or modifications to this Amendment shall be in writing and executed by both parties.
- 5. <u>Execution of Counterparts.</u> This Amendment may be executed in any number of counterparts each of which shall be deemed an original.

6. Authority. Each of the parties represents that the person signing this Amendment on behalf of the party has been authorized to do so by specific action of that party in accordance with applicable law and procedures.

their duly IN WITNESS authorized off espective signatures.

|         | s hereto have caused this Amendment to be executed by to seals affixed hereto on the day and year below their re- |
|---------|---|
| BY:     | BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA  Wesley Corbitt Chairman                                      |
| ATTEST: | Stephanie Johnson<br>Effingham County Clerk   |
| Date:   | 05/01/2018  |
|         | FOR THE CONTRACTOR  BY: By Coll   |
|         | Title: PRasident  |
|         | Attest:   |

#### SECOND AMENDMENT TO

# THE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT BETWEEN

## BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

#### AND

#### ATLANTIC WASTE SERVICES, INC.

THIS FIRST AMENDMENT, made this \_\_\_\_\_\_ day of September\_, 2021, to the Agreement dated November 7<sup>th</sup>, 2017 by and between the Board of Commissioners of Effingham County, Georgia (the "County") and Atlantic Waste Services, INC. (the "Contractor").

Whereas, the County and The Contractor desire to extend the contract period.

Whereas, the County and The Contractor desire to document the rate changes for the Convenience Center.

Now, Therefore, the County and the Contractor agree as follows;

<u>Section 1. TERM OF CONTRACT</u>. This section of the Agreement shall be amended to replace the existing language with the following:

The initial term of the Agreement shall extend through December 31, 2025. The term of this Agreement shall automatically extend for up to two (2) additional four (4) year terms thereafter unless either party gives the other party at least ninety (90) days' notice in writing via certified mail of its intention to terminate the agreement. Notwithstanding anything herein to the contrary, The County may reject and terminate the Agreement during the term hereof in accordance with O.C.G.A. §36-60-13, (a) by a majority vote of the Board of Commissioners to terminate the Contract in a duly noticed meeting of the Commissioners.

#### Section 2. CONVENIENCE CENTER.

Contractor may charge a fee of \$.09 cent per pound or \$180.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection

Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The price for tires will be \$.25 cent per pound. The price is for tires with or without a rim.

Contractor will accept up to 200 tons of nonperishable and non-hazardous waste on an annual basis from the County and/or City Public Works. This disposal will be at no additional cost to the county.

The Parties agree the rates adjustments reflect reasonable cost increases to Contractor's cost to provide high quality service to the County and its residents.

<u>Section 3. MODIFICATION OF THE CONTRACT.</u> Except expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no other amendment of the terms of the Agreement is intended herby and all terms and conditions of the Agreement shall remain in full force and effect.

<u>Section 4. ENTIRTY.</u> This Amendment is hereby incorporated in the Agreement and together therewith contain the entire Agreement between the parties as to matters contained therein. Any oral representations and modifications concerning this Agreement shall be of no force and effect.

## THIS SPACE INTENTIONALLY LEFT BLANK

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 7th day of September, 2021

BOARD OF COMMISSIONERS OF

EFFINGHAM COUNTY, GEORGIA

BY: Wesly M. Culott

NAME: Wesley M. Corbitt

TITLE: Chairman

ATTEST

B1: 3 9014021

TITLE: County Clerk

ATLANTIC WASTE SERVICES, ING

BY: STOP

NAME: Ben B. Wall J.

TITLE: President

ATTEST:

BY: MOHYM Cooler

NAME: MISHY COOLEY

TITLE: Sales Coordinator



## **Staff Report**

**Subject:** Renewal of Agreement with Elevos to provide data hosting and billing records

for Effingham County EMS

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing and EMS **Meeting Date:** December 6, 2022

Item Description: Renewal of Agreement with Elevos to provide data hosting and

billing records for Effingham County EMS

Summary Recommendation: Staff recommends renewal of the agreement with Elevos

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

- Effingham County has an agreement with Colleton to provide EMS billing services. Colleton will not accept anything billed out by a previous vendor.
- EMS Consultants was the previous vendor and still has several accounts which need handling, and the County entered into an agreement with them for billing services for those accounts. EMS Consultants is now Elevos, and in December 2021, the Board approved an agreement with Elevos.
- Elevos hosts historical ePCR data through a third-party Cloud Service.
- The agreement with Elevos will renew annually with approval of the Board of Commissioners.
- The agreement cost is \$3,000.00 annually.
- Either party can terminate the agreement with written notice of cancellation at minimum 30 days prior to the expiration.
- The agreement has previously been reviewed by the County Attorney and approved to form.

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

- 1. Board approval of the agreement with Elevos for an annual payment of \$3,000.00.
- 2. Do not renew the agreement with Elevos.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** Purchasing / EMS

Funding Source: EMS Budget

**Attachments:** 

Historical ePCR Data Hosting Agreement between Elevos and Effingham County.



#### **Historical Billing Data Hosting Agreement**

| This Agreement<br>between | is entered i<br>Effingham Cou | nto on<br>nty EMS  | this        | 1st    | _day    |          | January,   | , 2022<br>in |
|---------------------------|-------------------------------|--------------------|-------------|--------|---------|----------|------------|--------------|
| Springfield, GA           |                               | hereinafter        | referred    | to a   | as "Pr  | ovider"  | and E      | mergency     |
| Medical Service Cons      | sultants, Ltd. d/b/a          | <b>EMS</b> Consult | ants, a Ge  | orgia  | Corpor  | ation he | ereinafter | r referred   |
| to as "Contractor". T     | The intent of this Agr        | reement is to      | establish a | a rela | tionshi | p where  | by the C   | ontractor    |
| will provide historical   | billing data hosting s        | services.          |             |        |         |          |            |              |

#### 1. Data Hosting

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third party Cloud Service. In the event that Provider elects to have Contractor host Provider's data as set forth below, Provider must make all payments in a timely manner so as to avoid any loss of use. Contractor also herby agrees to provide Cloud Service with all Contractor software and technical support necessary to accomplish the data hosting needs of Provider. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.

- 1.1 Third Party Vendor: It is agreed and understood that third party vendor/Cloud Service is not an agent or partner of, nor is in joint venture with, Contractor. Contractor reserves the right to select, change or discontinue the Cloud Services vendor at any time.
- 1.2 Security: Contractor shall require of third party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.
- 1.3 Liability: It is agreed and understood that this Cloud Service option shall be administered through a third party, at their locations and upon their terms and condition of use. Contractor shall be responsible for all payments for said Cloud Service only after receipt of payment from Provider. This agreement to store shall be terminable by Contractor at any time upon 30 days' notice to Provider.

#### 2. CONTRACTOR RESPONSIBILITIES

- 2.1 Contractor will host Provider's historical billing data as described in section one.
- 2.2 Contractor will respond to Provider's record request within fifteen days of receipt.
- 2.3 Contractor will not alter any billing data. Data hosting is only provided for record retention, billing record retrieval, and allowed access to view and print records from Prestige ePCR Host.

#### 3. PROVIDER RESPONSIBILITIES

3.1 Provider will make billing record requests with fifteen days written notice.

#### 4. FEES/RENEWAL/TERMINATION

4.1 Historical Billing Data Hosting will begin on January 1, 2022 with signed Agreement and payment for annual service in the amount of three thousand dollars and zero cents (\$3,000.00).



- 4.2 Renewal. This contract will renew automatically for a duration of one year following one year after execution date by both parties.
- 4.3 Billing and Payment. All fees are invoiced in U.S. Dollars. Provider will be invoiced upon execution of this Agreement. All fees for the Initial Term are due within 15 days of invoicing unless payment terms have otherwise been agreed to in writing by the Parties. Access shall be suspended if annual amount due is not received within 15 days of invoice date, and Provider's products and services shall be suspended and inaccessible if such fees are not received within 30 days of due date.
- 4.4 Termination. Either party can terminate this agreement with written notice of cancellation at minimum 30 days prior to the expiration.

| SIGNATURE SEC   |          |   |                 |
|-----------------|----------|---|-----------------|
| Executed this _ | 74h      | day ofday of                                  | 2021            |
|                 |          |   |                 |
|                 |          | CONTRACTOR:                                   |                 |
|                 | E        | MERGENCY MEDICAL SERVICE CONSU                |                 |
|                 |          | A Georgia Corporation d/b/a EMS Co            | nsultants       |
|                 |          | By: T Uckalt O                                | medy            |
|                 |          | Name: Michael Romedy                          |                 |
|                 |          | *   |                 |
|                 |          | Title: <u>C</u> O O                           |                 |
|                 |          |   |                 |
|                 |          | PROVIDER:                                     |                 |
|                 |          |   | 00              |
|                 | Provider | Name: Effingham Co. Board                     | d Commissioners |
|                 | Ву:      | Name: Effingham Co. Board<br>Wesley M. Cufith |                 |
|                 |          | Wesley M. Corbitt                             |                 |
|                 | Name: _  | Western Mr. Corbett                           |                 |

## Staff Report

Subject: Renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for a program for

Effingham County Probate Court

Author: Alison Bruton, Purchasing Agent

**Department:** Probate Court

Meeting Date: December 6, 2022

Item Description: Renewal of Agreement with i3 Verticals, LLC (dba CJT Software)

**Summary Recommendation:** Staff recommends renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for a program for Effingham County Probate Court

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

- Effingham County Probate Court was in need of an updated software program for their department. Some of the included items are:
  - Case Management
  - Online Marriage and Firearm Applications
  - Caseload Reporting
  - Automatic State mandated updates
  - Data backup and more
- The Effingham County Law Library paid the initial start-up fee of \$25,000.00 and Probate Court is responsible for the \$450.00 monthly fee from their operating budget.
- The initial term of this agreement is for three (3) years and will renew for successive terms of one (1) year unless either party provides written notice with intent not to renew as specified in the agreement. Year 1 was approved in January 2022.
- This agreement has been reviewed and approved to form by the County Attorney.

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

- 1. Renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court
- 2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

**Department Review:** Purchasing, Probate, Finance

Funding Source: Probate Operating Budget

Attachments:

1. Agreement with i3 Verticals, LLC (dba CJT Software)

#### **CJT Software License for Application and Support Agreement**

This License is for Web-Based Application and Support Agreement (this "Agreement") is entered into as of the 13th day of December 2021 (the "Effective Date") between Effingham County Probate Court 700 North Pine St Suite 146 Springfield, GA 31329 ("Customer") and i3 Verticals, LLC (dba CJT Software) a Delaware limited liability company having its principal offices at 115 Academy St Suite 200 Canton GA 30114 ("CJT"). Mailing Address P.O. Box 5298, Canton, GA 30114.

#### 1. **DEFINITIONS**

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) "Customer" means the court or other entity which has accepted this Agreement and licensed the Application.
- (b) "Deliverables" means the Products and the Services (as those terms are defined below).
- (c) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Application, as supplied by CJT to Customer, including any modifications and derivative works thereof.
- (d) "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- (e) "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Customer and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
- (f) "Attachment" means an attachment to this Agreement signed by both parties and incorporated herein by this reference.
- (g) "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
- (h) "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
- (i) "Products" means the Application, Documentation and any hardware purchased by Customer from CJT (the "Hardware").
- (j) "Release" means either a Major Release or a Minor Release.
- (k) "Services" means the Support Services, Training Services, Integration Services, Additional Services (if any are ordered by Customer), and any other services provided by CJT to Customer pursuant to this Agreement or an Attachment.
- (I) "Application" means access to the CJT program with which this license is distributed as set forth on an Attachment.
- (m) "Users" means Customer's employees who are permitted to use the Application as described in Section 2 below and as may be limited by an Attachment.

#### 2. LICENSE OF APPLICATION

2.1. Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any "License and Maintenance Fees" (as defined in Section 8) and any additional restrictions set forth on the applicable Attachment for the Application, CJT hereby grants to Customer a non-exclusive, non-transferable license during the "Initial Term" and any "Renewal Terms" (each defined in Section 11 below):

- (a) to use, and allow Users to use, the Application in executable code form only, with the number of copies designated on the Attachment, for Customer's internal, inhouse purposes only to access and process Customer's data, which will be stored on CJT's cloud server:
- (b) to use the Documentation as reasonably necessary for Customer's internal use related to the Application license granted under subsection (a) above.
- Customer is responsible for all use of Customer's account and maintaining the confidentiality of all usernames, passwords and related information. Customer hereby covenants that Customer will not permit the sharing of usernames, passwords and account numbers and related information by Customer's employees, agents, independent contractors, officers, managers, directors or other affiliated entities; provided, however, if a User leaves Customer's employ or transfers to an unrelated position in Customer's employ, Customer may designate a replacement User without charge. When selecting usernames, Customer shall select unique usernames and such usernames shall not be obscene, defamatory, harassing, offensive or malicious.
- 2.3. Customer agrees that any additional Application or services purchased by Customer that are not accompanied by a corresponding agreement at the time of purchase or access will be covered under the terms of this Agreement.

#### 3. RESERVATION OF RIGHTS

CJT reserves all rights not expressly granted herein. Customer and Users may use the Application and Documentation only to access and process Customer's own data and may not: (i) use, or permit any third party to use, the Application or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit or translate the Application or Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Application except only and to the extent otherwise permitted by applicable law. Customer shall not remove any proprietary notices on the Application and Documentation and shall affix all proprietary notices affixed to the original Application and Documentation delivered to Customer to all copies of the Application and Documentation permitted to be made hereunder. Customer shall take reasonable efforts to ensure that the Users adhere to the terms of this Agreement, including without limitation the terms of Sections 2, 3 and 12 hereof. Customer agrees to be responsible for any of Customer's employee's breach of the terms hereof.

#### 4. INTEGRATION SERVICES

If purchased by Customer and as set forth on an Attachment, CJT will provide a link to the Application to Customer and integrate and configure such Application at Customer's location(s) ("Integration Services"). If Customer purchases Hardware from CJT, Integration Services may include installation of the Hardware, if set forth on the applicable Attachment. The date that CJT completes the foregoing Integration is referred to as the "Integration Date." All other quoted Integration dates, including dates related to terms such as "Integration," "completion of training" and "live," if any, are estimates only and shall not constitute obligations of CJT.

#### 5. TRAINING SERVICES

If Customer has paid training fees associated with the Application as set forth on Attachment A ("Training Fees"), CJT shall provide the Training Services, for the number of days and designated Users, as set forth on the Attachment. Customer shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Customer's Users attending such Training Services.

#### 6. SUPPORT SERVICES

During the term of the Agreement, and subject to the terms and conditions hereof, CJT agrees to provide to Customer the following support services with respect to the Application (collectively, the "Support Services"):

- 6.1. CJT shall provide Customer technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms of <a href="Exhibit B">Exhibit B</a> attached hereto and made a part hereof by this reference. Customer shall designate no more than two (2) technical contacts to request and receive telephone or online support services from CJT as set forth below ("Support Contacts").
- 6.2. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- 6.3. CJT shall make available to Customer from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its customers. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- 6.4. CJT shall not be responsible for: (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Customer or any other person or entity of the Application or any portion thereof; (b) Application or hardware other than the Application (or Hardware, to the extent Customer has purchased maintenance services for the Hardware specified in an Attachment); (c) failure by Customer to install mandatory Error Corrections or Releases provided to Customer by CJT from time to time; (d) Application (i) installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or (ii) used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Customer arising from the foregoing, such services shall be billed to Customer as Additional Services (defined below) In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the failure of Customer to properly network its computer systems. Access blockages caused by Customer's own firewalls. or on any other basis (whether based on contact, tort, strict liability or otherwise).

#### 7. ADDITIONAL SERVICES

Customer may request and CJT may provide, subject to CJT's agreement, the availability of CJT personnel and both parties' execution of an Attachment, additional services related to the Application and Hardware that are not previously identified on an Attachment (the "Additional Services"). The Additional Services shall be charged to Customer at CJT's then current time and materials charges, together with the cost of any additional or replacement hardware or other components provided in connection with such Additional Services. All on-site support services provided by CJT are billed as Additional Services.

#### 8. FEES, EXPENSES, AND PAYMENT

8.1. Customer shall pay to CJT the fees for the Application and Support Services ("License and Maintenance Fees") in the amounts and in accordance with the Attachments. The initial month's License and Maintenance Fees are payable beginning the 15<sup>th</sup> of the month following the Integration Date. The Integration fee, if applicable, is due and payable upon the Integration Date. Amounts due for each Renewal Term shall be invoiced and paid as set forth in Section 11. Should Customer add any additional Products or Services, Customer shall pay the amount set forth on the relevant Attachment.

- 8.2 Customer shall pay CJT the Training Fees (if Customer has purchased Training Services) and Integration Services in accordance with the invoices presented to Customer pursuant to an Attachment.
- 8.3 Customer shall reimburse CJT for all costs and expenses, including without limitation, reasonable travel expenses (including transportation and lodging) ("Expenses") incurred in rendering on-site Services to Customer for any issues that are not the responsibility of CJT as set forth in the Agreement.
- 8.4 Customer agrees to pay all fees as set forth in an applicable Attachment presented to Customer for the Deliverables (the "Fees") and all Expenses. All such Fees and Expenses shall be paid within thirty (30) days after the date of any invoice issued pursuant to an Attachment.
- 8.5 All Fees and Expenses payable to CJT under this Agreement are net amounts to be received by CJT, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on CJT's income.
- 8.7 During the term of this Agreement, Customer grants CJT the right to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to Customer's use of the Application. If this examination reveals that Customer have improperly used the Application, such conduct shall be considered a material breach of this Agreement and CJT may choose to either terminate this Agreement or invoice Customer for such unauthorized use based upon CJT's standard fees in effect at the time the examination is completed.

#### 9. CUSTOMER'S OBLIGATIONS

- 9.1 Customer shall not load or operate any computer software on the computer that runs the Application if such software would conflict or interfere with the use or performance of the Application.
- 9.2 Customer shall be solely responsible for: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other third party Application which may be required to operate the Application, other than the Hardware; (b) the compatibility of Customer's computer hardware, peripherals, device drivers, third party operating systems, and other third party Application with the Application and/or Hardware; (c) providing a safe and suitable location for Integration, use, and operation of the Application in accordance with any instructions that may be reasonably specified by CJT; (d) providing the local area network infrastructure, cabling, and all cabling services in preparation for the Integration of the Application and/or Hardware; (e) providing and maintaining the appropriate environment for operating the Application and maintaining back-up and disaster recovery facilities; and (f) except to the extent provided by CJT as a part of Integration Services, all data entry and loading of Customer's data.
- 9.3 Customer shall ensure that all Support Contacts and any of Customer's employees who are responsible for the operating and managing the Application or any other activities related to Application have received CJT's Training Services. In the event a Support Contact is appointed who is not trained by CJT Training Services, Customer agree to notify CJT in writing promptly thereof and purchase Training Services for such Support Contact.
- 9.4 Customer shall provide to CJT broadband access to the Application such that CJT to complete the Support Services. Customer, at Customer's expense, shall provide the necessary modem or other hardware and shall license and install such remote access Application reasonably specified by CJT for the purposes of providing such broadband access. Upon the reasonable request of CJT, Customer shall provide CJT with access to all locations at which the Application is installed.

#### 10. INDEMNIFICATION

- 10.1 CJT will indemnify, defend and hold harmless, to the extent allowed by Georgia law, Customer from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Customer arising out of claims that the Application infringes a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Application made by Customer or any other third party; (ii) third party Application, whether or not provided by CJT; (iii) the combination, operation or use of the Application with any software, equipment, data or other materials except those provided by CJT under this Agreement; (iv) use of Application: (A) with equipment other than that possessing the minimum requirements set forth in the Documentation or (B) in any way except in accordance with this Agreement and the Documentation; or (v) Customer's failure to implement CJT-provided updates, fixes or patches to the Application that would otherwise avoid the applicable infringement or misappropriation. In the event of such a claim, CJT will have the option, in CJT's sole discretion, to: (i) replace the Application, (ii) modify the Application to make it non-infringing, or (iii) terminate the license to the Application and refund all license fees paid to CJT by Customer for same after deduction of an appropriate charge for depreciation based on use by Customer prior to such removal, and Customer shall have no other recourse against CJT. THIS SECTION 10.1 REPRESENTS CJT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.
- Customer agrees to indemnify and hold CJT harmless, to the extent allowed by law, from and against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by CJT which result from or arise out of any claim or liability arising as a result, in whole or in part, from (i) Customer's or User's violation of Sections 2, 3 or 12 of this Agreement; or (ii) Customer's or User's violation of any rule, regulation, requirement or law of any foreign, federal, state or local governmental authority.
- The rights of a party under this Section 10 to be indemnified shall be subject to all of the following: (a) the indemnified party (the "Indemnitee") must notify the indemnifying party (the "Indemnitor") in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

#### 11. TERMS AND TERMINATION

- Unless sooner terminated as provided in Section 11.2, (a) the term of this Agreement will commence on the Integration Date and continue in effect for an initial period of 3 <a href="mailto:vears(\_36\_)">vears(\_36\_)</a> months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term. Any termination of this Agreement shall terminate the entire Agreement, including any Attachments attached to this Agreement.
- 11.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:

- (i) By either party in the event the other party breaches any obligations under Section 12 hereof; (ii) By Customer in the event that CJT fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after Customer has given CJT written notice specifying such default; or
- (iii) By CJT in the event that Customer: (a) defaults of any payment obligations or intentionally breaches Sections 2 or 3 of this Agreement; (b) fails to commence remedying any other default under this Agreement for a period continuing more than thirty (30) days after CJT has given Customer written notice specifying such default; or (c) makes an assignment for the benefit of creditors, or commence or have commenced against Customer any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.
- 11.3 Upon termination or expiration of this Agreement for any reason, (a) Customer shall immediately return to CJT all property of CJT or its suppliers, including, but not limited to, the Application and the "Proprietary Information" (as defined in Section 12) of CJT and (b) all rights and licenses granted by CJT hereunder to Customer shall immediately cease. CJT shall deliver Customer's data by \_\_email or ftp\_\_\_\_\_ within \_14\_ days of termination.
- 11.4 Upon termination or expiration of this Agreement, Sections 1, 3, 8, and 10-14 of this Agreement shall survive such termination or expiration.

#### 12. CONFIDENTIALITY

- 12.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, "Proprietary Information" means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Application and the Deliverables.
- 12.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, CJT may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.
- Nothing in this Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a "trade secret" under applicable law; or if such information is required to be disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

to the extent permitted by Georgia Law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

#### 13. WARRANTY DISCLAIMER

CJT and its third party suppliers provide the Application and THE Services "as is." neither CJT nor any third party suppliers make any warranties, representations, conditions, or guaranties, whether express or implied, arising by Law, custom, oral or written statements, or otherwise, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, noninfringement, or of error free and uninterrupted use, all of which are hereby excluded and disclaimed in all respects.

#### 14. LIMITATION OF LIABILITY

- 14.1 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY CJT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.
- IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE DELIVERABLES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE DELIVERABLES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.
- 14.3 Without limiting the foregoing, Customer agrees that neither CJT nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of the Application whether such errors or omissions are caused by errors or inaccuracies in the conversion of data as inputs to the Application, in the transmission of such data, or in the display of such data, or otherwise.
- 14.4 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that CJT cannot control the manner in which and the purpose for which Customer shall use the Application.
- 14.5 Without limiting the materiality of any other term, Customer acknowledges that each provision in this Agreement providing for the protection of CJT's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of CJT's copyrights, Proprietary Information or other proprietary rights by Customer shall constitute immediate, irreparable harm to CJT for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring CJT to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.
- 14.6 Customer will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.
- 14.7 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.

  This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or

understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of Customer and CJT. In the event of a conflict between the terms of this Agreement, an Attachment or an invoice, the terms of this Agreement shall control over the Attachment or invoice. Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Neither this Agreement, nor the obligations or rights of Customer, may be transferred or assigned by Customer without the prior written consent of CJT, not to be unreasonably withheld. CJT may assign this Agreement without the Customer's consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. A waiver by either party of any breach shall not be construed to be a waiver of any other breach. All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, by recognized courier, properly prepaid, or certified mail, return receipt requested, and sent to the CJT at 115 Academy Street, Suite 200, Canton, Georgia 30114 and to Customer at the address at which Customer is invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may sign this Agreement and deliver the signature pages via facsimile or electronic transmission (with the originals to follow) or otherwise in accordance with this Section 14.7 of this Agreement. The following applies to all acquisitions of the Deliverables by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement and if applicable, Exhibit A - D to be executed by their respective representatives as of the dates set forth below:

| i3 Verticals, LLC             | Customer:               |
|-------------------------------|-------------------------|
| By: OVVV O                    | By: Mesley M. Cartill   |
| Name: Kuy Mark                | Name: Wesley M. Corbitt |
| Title General County & School | Title: Chairman         |
| Date: /-/U-23                 | Date: 01/04/2022        |
| Integration Date:             |                         |

#### **EXHIBIT A**

#### PRICING INFORMATION:

Additional Products/Services/Options to be provided include:

Case Management to include
Continuous Data Backup
Continuous Training Pre and Post
Automatic State Mandated Updates
Customization of Reports
Automatic Monthly Reporting to Gavers
Online Marriage and Firearm Application
Caseload Reporting
Scanning

Total Upfront Cost \$25,000.00

\$450.00 Monthly Billing to be invoiced after first 30 days of install.

#### **EXHIBIT A CONTINUED**

| Maintenance fee to be invoiced | monthly per Citation orX_ | by a flat monthly rate. |
|--------------------------------|---------------------------|-------------------------|
| Per Citation Rate: \$          |                           |                         |
| Flat Monthly Rate: \$ 450.00   |                           |                         |

- Initial Integration and Training Fees, if applicable, are included in Integration Fee of \$0,000.00 (non-refundable) due upon Integration. Standard Initial Integration and Training provided during the week of Integration (2-5 days).
- Additional training sessions maybe scheduled onsite for \$50.00 per hour (minimum of 2 hours).
- Additional Customization, (outside of required updates and or mandated changes necessitated by changes in state law) of documents and or reports is available on a per case basis with cost determined by job size and complexity.
   Project rate is \$75.00 per hour with a minimum billable rate of 2 hours.
- 10 12 customized documents included in installation.

#### EXHIBIT B CONTINUED

Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405 Office Direct Dial: 1-770-720-9833

Support Email: info@cjtsoftware.com

Toll Free Office: 1-800-205-6943

Fax: 1-770-720-9836 eBlvd Request for Support

**Customer Support Contacts:** 

| Please list the email address and phone number of your designated individual/individuals below: |
|---|
| General Contact Information:  |
| Program Issues/Support Contact:   |
| DDS Transmissions:  |
| DDS Transmissions.  |
| Other:  |

#### **Minimum System Requirements**

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to met Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

#### PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com/onlinewarrant.com

- Windows 7 or better
- 6 GB RAM minimum
- 500 GB hard drive
- Integrated 10/100/1000 Ethernet
- 21 inch monitor
- High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up
- Approved Internet Browser IE or Google Chrome
- TWAIN Compliant Scanners if utilizing document imaging through CJT Software
- Installation of Designated Remote Access Program of CJT's Choice\*

<sup>\*</sup>Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the customer, the customer shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or customer, to allow remote access for CJT support technicians.

#### **EXHIBIT C**

#### Support Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Customer and the time of day in which Customer's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. -5:00 p.m. except stated holidays. CJT's required response times are as follows:

| <b>Priority Code</b> | The client Impact    | Initial Contact with Support Contact               |
|----------------------|----------------------|--|
| Level 1              | Business Halted      | Immediate:   |
|                      |                      | 8:00 a.m. – 5:00 p.m. M-F                          |
|                      |                      | Submit via eblvd and/or support hotline            |
|                      |                      | at 1-877-262-7405 email: info@cjtsoftware.com      |
| Level 2              | Business Impacted    | Within one hour of submission:                     |
|                      |                      | 8:00 a.m. – 5:00 p.m. M-F                          |
|                      |                      | Submit via eblvd and/or support hotline            |
|                      |                      | at 1-877-262-7405 email: info@cjtsoftware.com      |
| Level 3              | Non-Critical/Request | Within 24 – 48 hours depending upon request.       |
|                      |                      | Initial follow-up/notice of receipt will be within |
|                      |                      | one hour of submission.                            |
|                      |                      | 8:00 a.m. – 5:00 p.m. M-F                          |
|                      |                      | Submit via eblvd and/or support hotline            |
|                      |                      | at 1-877-262-7405 email: info@cjtsoftware.com      |

#### **Explanation of Priority Codes:**

<u>Level 1</u>: Business Halted: a problem with the Hardware or Application which prevents Customer's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

Examples: Application system is down

Hardware is not responding (if applicable)

Server not operating (if applicable)

Remote Devices, POS terminals or workstations not operating (if applicable)

Error message(s) on server, manager's machine or POS terminals which reflect an Error

which will halt Customer's business (if applicable)

<u>Level 2</u>: Business Impacted: non-critical issues or questions that affects a person or group at Customer's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples: Reports get error message

<u>Level 3</u>: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.

#### **Staff Report**

**Subject:** Renewal of the Probation Services agreement with the City of Guyton

**Author:** Alison Bruton, Purchasing Agent **Department:** Purchasing and Probation **Meeting Date:** December 6, 2022

**Item Description:** Probation Services

Summary Recommendation: Approval of the Probation Services Agreement with the City of

Guyton

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

 Service agreements are required by the Georgia Department of Community Supervision's Misdemeanor Probation Oversite Unit.

- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a \$50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). \$41.00 is paid to the probation office and \$9.00 is paid to the State of Georgia's Crime Victim Emergency Fund. Probationers ordered to complete the MRT Program will be charged a \$25.00 per workbook fee, and drug screens sent for confirmation will be \$27.00 for each positive confirmation.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

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

- 1. Renewal of the Probation Services Agreement with the City of Guyton.
- 2. Cancel the agreement.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** Probation.

**Funding Source:** N/A – funds are collected from probationers.

**Attachments:** Probation service agreement with the City of Guyton.

## **Probation Services Agreement**

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the MUNICIPAL COURT OF CITY OF GUYTON, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The City Council of Guyton, Georgia.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

## A. Responsibilities of Probation Services Contractor

- 1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105.
- 2.) Reporting and Record Keeping Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.
- 3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.
- 4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the-DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.

- 5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.
- 6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield Ga. 31329.

#### B. Reports to Court/Record Keeping

Contractor shall provide the court and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require. Contractor will remain in compliance with DCS rules 105-2-.13, 105-2-.14, O.C.G.A. 42-8-108 and O.C.G.A 42-8-109.2.

#### C. Collection/Tender of Court-ordered Monies

1.) Collection of court-ordered fines, fees and restitution. Contractor will collect monies in compliance with DCS rule 105-2-.15

Contractor shall tender to the Guyton Municipal Clerk a report of collections and all fines, fees and costs collected during the month from probationers by the 10<sup>th</sup> day of the following month. Restitution shall be paid to the victim once collected from the probationer monthly. In the event Contractor cannot locate the victim, payment shall be made to the Guyton Municipal Clerk. Contractor shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fee authorized by this Agreement.

#### D. Access to Contractor Records

1.) Upon 10 (ten) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

## E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Courts

- ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.
- 2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Courts order of probation. Contractor shall make a supervision assessment of the offender and determine the probationers reporting schedule to include frequency.
- 3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.
- 4.) Community Service. Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.
- 5.) Employment Assistance. Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or the extent available for probationers desiring employment assistance or counseling.
- 6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor's agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.
- 7.) Reports of Violations of Probation. Contractor shall comply with OCGA 42-8-103.
- 8.) Probationers with Consecutive Sentences. Contractors shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.
- 9.) Indigent Probationers-shall be determined by the Court and will be supervised per OCGA 42-8-102.
- 10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling \$50 (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary

probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconation Therapy Program (MRT Program) will be charged a \$25.00 workbook fee and \$25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged \$27.00 for every drug tested for in which the result confirms a positive confirmation.

11.) Staffing Levels and Standards of Supervision. Contractor shall have contact with active Probationers once per month via an office visit, phone contact or as directed by the Court. Contractor shall further have a probation officer to probationer ratio of no more than (1:225).

## OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

### F. Payment for Contractor's Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of \$50.00 per month (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

#### G. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court or as necessary for supervision and/or revocation duties.

#### H. Notice of Court Sessions

The Court shall provide Contractor 10 (ten) days notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by fax, telephone and email to:

## Effingham County Probation Office 912-754-4155 phone, 912-754-9136 fax

#### I. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial

interviews and intake with the probationer on the day of sentencing.

#### **TERM**

#### J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate not later than thirty (30) days before the expiration of the term then current. Not withstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the City of Guyton.

#### K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Guyton Municipal Clerk any monies collected or received less supervision fees validly incurred and duly owed to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Guyton Municipal Clerk, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

## REPRESENTATIONS AND WARRANTIES OF CONTRACTOR IDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

#### L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract. The Guyton Municipal Court of Effingham County, will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the City of Guyton of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the City of Guyton of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

#### M. Indemnification

Neither the Court nor the City of Guyton Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or partipants conducted on the property of the City of Guyton. Contractor shall indemnify and hold harmless the Court and the City of Guyton from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

#### **DEFAULT**

#### N. Deficiency in Service by Contractor

In the event that the Court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate the Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

#### **MISCELLANEOUS**

- O. Time is of the Essence of this Agreement.
- P. Compliance with the Law.

The Contractor shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

## Q. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the City of Guyton or Court in any way. Contactor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Guyton from

and against any and all federal, state, or local tax liability or penalties that may arise from payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Guyton to their respective employees.

#### R. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

#### S. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the MUNICIPAL COURT OF CITY OF GUYTON, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the Municipal Court of the City of Guyton, Georgia, who service concurrently with the undersigned Judge.

#### T. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

#### U. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

Effingham County Probation Office 902 North Pine Street Springfield, GA 31329

Contractor:

Effingham County Probation Office 901 North Pine Street Springfield, GA 31329

#### 912-754-4155

Court:

MUNICIPAL COURT OF CITY OF GUYTON, GEORGIA

Attn: Judge Grady Reddick

P.O. Box 99

Guyton, GA 31312 Phone: 912-772-3353

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 14th DAY OF December, 20 Z ].

PROBATION SERVICES CONTRACTOR

By: Proposite Sayon

Name: Proposite Sayon

Title: Chief Proposition

Office Georgia

#### APPROVED BY:

## BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

Its:

Vice Chairman

Stephande Johnson

County Clerk



(County's Signature Page to Intergovernmental Agreement)

## **Staff Report**

**Subject:** Renewal of the Probation Services agreement with the City of Springfield

Author: Alison Bruton, Purchasing Agent Department: Purchasing and Probation

**Meeting Date:** December 6, 2022 **Item Description:** Probation Services

Summary Recommendation: Renewal of the Probation Services Agreement with the City of

Springfield

## **Executive Summary/Background:**

 Service agreements are required by the Georgia Department of Community Supervision's Misdemeanor Probation Oversite Unit.

- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a \$50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). \$41.00 is paid to the probation office and \$9.00 is paid to the State of Georgia's Crime Victim Emergency Fund. Probationers ordered to complete the MRT Program will be charged a \$25.00 per workbook fee, and drug screens sent for confirmation will be \$27.00 for each positive confirmation.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

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

- 1. Renewal of the Probation Services Agreement with the City of Springfield.
- 2. Cancel the agreement.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** Probation.

**Funding Source:** N/A – funds are collected from probationers.

Attachments: Probation service agreement with the City of Springfield.

## **Probation Services Agreement**

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the MUNICIPAL COURT OF CITY OF SPRINGFIELD, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The City Council of Springfield, Georgia.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## EXTENT OF SERVICES TO BE RENDERED BYTHE PROBATION ENTITY

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

## A. Responsibilities of Probation Services Contractor

- 1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all applicable laws, standards, rules and regulations, including those standards, rules and regulations promulgated by the DCS rules in chapter 105.
- 2.) Reporting and Record Keeping Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.
- 3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.
- 4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.

- 5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.
- 6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield, Ga. 31329.

## B. Reports to Court/Record Keeping

Contractor shall provide the court and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require. Contractor will remain in compliance with DCS rules 105-2-.13, 105-2-.14, O.C.G.A. 42-8-108 and O.C.G.A. 42-8-109.2.

## C. Collection / Tender of Court-ordered Monies

1.) Collection of court-ordered fines, fees and restitution. Contractor will collect monies in compliance with DCS rule 105-2-.15

Contractor shall tender to the Springfield Municipal Clerk areport of collections and all fines, fees and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim once collected from the probationer monthly. In the event Contractor cannot locate the victim, payment shall be made to the Springfield Municipal Clerk. Contractor shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fee authorized by this Agreement.

#### D. Access to Contractor Records

1.) Upon 10 (ten) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

## E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall

have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Courts ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.

- 2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Courts order of probation. Contractor shall make a supervision assessment of the offender and determine the probationers reporting schedule to include frequency.
- 3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.
- 4.) Community Service. Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.
- 5.) Employment Assistance. Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or the extent available for probationers desiring employment assistance or counseling.
- 6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor's agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.
- 7.) Reports of Violations of Probation. Contractor shall comply with OCGA 42-8-103
- 8.) Probationers with Consecutive Sentences. Contractor shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.
- 9.) Indigent Probationers-shall be determined by the Court and will be supervised per OCGA 42-8-102.
- 10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling \$50 (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of

Georgia's Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconation Therapy Program (MRT Program) will be charged a \$25.00 workbook fee and \$25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged \$27.00 for every drug tested for in which the result confirms a positive confirmation.

11.) Staffing Levels and Standards of Supervision. Contractor shall have contact with active Probationers once per month via an office visit, phone contact or as directed by the Court. Contractor shall further have a probation officer to probationer ratio of no more than (1:225).

#### OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

## F. Payment for Contractor's Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of \$50.00 per month (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

#### G. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court or as necessary for supervision and/or revocation duties.

## H. Notice of Court Sessions

The Court shall provide Contractor 10 (ten) days notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by fax, telephone or email to:

Effingham County Probation Office 912-754-4155 phone, 912-754-9136 fax

## I. Court Facilities

~# \*\*\* The Court shall provide to Contractor an area, as available, for conduct of initial interviews and intake with the probationer on the day of sentencing.

#### **TERM**

#### J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate not later than thirty (30) days before the expiration of the term then current. Not withstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the City of Springfield.

#### K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Springfield Municipal Clerk any monies collected or received less supervision fees validly incurred and duly owed to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Springfield Municipal Clerk, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

# REPRESENTATIONS AND WARRNTIES OF CONTRACTOR IDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

## L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract. The Springfield Municipal Court of Effingham County will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the City of Springfield of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the City of Springfield of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

#### M. Indemnification

Neither the Court nor the City of Springfield Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants conducted on the property of the City of

Springfield.

Contractor shall indemnify and hold harmless the Court and the City of Springfield from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

#### **DEFAULT**

## N. Deficiency in Service by Contractor

In the event that the Court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate the Agreement in accordance with Paragraph K of this agreement, or notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

#### **MISCELLANEOUS**

- O. Time is of the Essence of this Agreement.
- P. Compliance with the Law.

The Contractor shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

## Q. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the City of Springfield or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Springfield from and against any and all federal, state, or local tax liability or penalties that may arise from payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Springfield to their respective employees.

## R. Entire Agreement

This Agreement, incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist

between the parties regarding the same. No representations, inducements, promises or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

## S. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the MUNICIPAL COURT OF CITY OF SPRINGFIELD, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the Municipal Court of the City of Springfield, Georgia, who service concurrently with the undersigned Judge.

#### T. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

#### U. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

Effingham County Probation Office 902 North Pine Street Springfield, GA 31329

Contractor:

Effingham County Probation Office

901 North Pine Street Springfield, GA 31329 912-754-4155

Court:

MUNICIPAL COURT OF CITY OF SPRINGFIELD, GEORGIA

Attn: Judge Grady Reddick

P.O. Box 1

Springfield, GA 31329 Phone: 912-754-3061

|  | RTIES HERE TO HAVE EXECUTED THIS<br>OF <u>December</u> , 20 <u>2</u> .                                  |
|--|---|
| PROBATION SERVICES CONTRACTOR  By: Donie Donie Saxon  Title: Chief Probation | COURT    12   10   20   20     Judge, Grady Reddick   Municipal Court of City of Springfield,   Georgia |
| APPROVED BY:   |   |
| By: Rankon A. Alderman  Title: Mayor  City of Springfield, Georgia           |   |
| By:  |   |

## **Staff Report**

Subject: Renewal of the Probation Services agreement with State Court

Author: Alison Bruton, Purchasing Agent Department: Purchasing and Probation

**Meeting Date:** December 6, 2022 **Item Description:** Probation Services

Summary Recommendation: Renewal of the Probation Services Agreement with the State

Court

## **Executive Summary/Background:**

 Service agreements are required by the Georgia Department of Community Supervision's Misdemeanor Probation Oversite Unit.

- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a \$50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). \$41.00 is paid to the probation office and \$9.00 is paid to the State of Georgia's Crime Victim Emergency Fund. Probationers ordered to complete the MRT Program will be charged a \$25.00 per workbook fee, and drug screens sent for confirmation will be \$27.00 for each positive confirmation.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

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

- 1. Renewal of the Probation Services Agreement with State Court.
- 2. Cancel the agreement.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** Probation.

**Funding Source:** N/A – funds are collected from probationers. **Attachments:** Probation service agreement with State Court.

## **Probation Services Agreement**

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the State Court of Effingham County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The State Court of Effingham County, Georgia.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### EXTENT OF SERVICES TO BE RENDERED BYTHE PROBATION ENTITY

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

## A. Responsibilities of Probation Services Contractor

- 1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105.
- 2.) Reporting and Record Keeping Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.
- 3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.
- 4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the-DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.

- 5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.
- 6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield, Ga. 31329.

#### B. Reports to Court/Record Keeping

Contractor shall provide the court and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require. Contractor will remain in compliance with DCS rules 105-2-.13, 105-2-.14, O.C.G.A. 42-8-108 and O.C.G.A 42-8-109.2.

## C. Collection/Tender of Court-ordered Monies

1.) Collection of court-ordered fines, fees and restitution. Contractor will collect monies in compliance with DCS rule 105-2-.15

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees and costs collected during the month from probationers by the 10<sup>th</sup> day of the following month. Restitution shall be paid to the victim once collected from the probationer monthly. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fee authorized by this Agreement.

#### D. Access to Contractor Records

1.) Upon 10 (ten) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

## E. Scope of Services to Probationers by Contractors

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Courts

- ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.
- 2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Courts order of probation. Contractor shall make a supervision assessment of the offender and determine the probationers reporting schedule to include frequency.
- 3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.
- 4.) Community Service. Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.
- 5.) Employment Assistance. Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or the extent available for probationers desiring employment assistance or counseling.
- 6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor's agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.
- 7.) Reports of Violations of Probation. Contractor shall comply with OCGA 42-8-103.
- 8.) Probationers with Consecutive Sentences. Contractors shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.
- 9.) Indigent Probationers-shall be determined by the Court and will be supervised per OCGA 42-8-102.
- 10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling \$50 (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary

probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconation Therapy Program (MRT Program) will be charged a \$25.00 workbook fee and \$25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged \$27.00 for every drug tested for in which the result confirms a positive confirmation.

11.) Staffing Levels and Standards of Supervision. Contractor shall have contact with active Probationers once per month via an office visit, phone contact or as directed by the Court. Contractor shall further have a probation officer to probationer ratio of no more than (1:225).

#### OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

## F. Payment for Contractor's Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of \$50.00 per month (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

#### G. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court or as necessary for supervision and/or revocation duties.

#### H. Notice of Court Sessions

The Court shall provide Contractor 10 (ten) days notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by fax, email or telephone to:

## Effingham County Probation Office 912-754-4155 phone, 912-754-9136 fax

#### I. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial

interviews and intake with the probationer on the day of sentencing.

#### **TERM**

#### J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate no later than thirty (30) days before the expiration of the term then current. Not withstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the State Court of Effingham County, Georgia.

#### K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any monies collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

# REPRESENTATIONS AND WARRANTIES OF CONTRACTOR IDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

#### L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract. The State Court of Effingham County will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the State Court of Effingham County of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the State Court of Effingham County of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

## M. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants conducted on the property of the City of Springfield.

Contractor shall indemnify and hold harmless the Court and the City of Springfield from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

#### **DEFAULT**

#### N. Deficiency in Service by Contractor

In the event that the Court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate the Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

#### **MISCELLANEOUS**

- O. Time is of the Essence of this Agreement.
- P. Compliance with the Law.

The Contractor shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

#### O. Entire Agreement

This Agreement, incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

#### R. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the State Court of Effingham County, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the State Court of Effingham County, Georgia, who serve concurrently with the undersigned Judge.

#### S. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

#### T. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

Effingham County Probation Office 902 North Pine Street Springfield, GA 31329

Contractor:

Effingham County Probation Office

902 North Pine Street Springfield, GA 31329 912-754-4155

Court:

State Court of Effingham County, Georgia

Attn: Judge Ronald K. Thompson 700 North Pine Street, Suite 238

Springfield, GA 31329 Phone: 912-754-2117

| IN WITNESS WHEREOF, THE PAI<br>AGREEMENT ON THEDAY ( | RTIES HERE TO HAVE EXECUTED THIS OF December, 20 21.   |
|--|--|
| PROBATION SERVICES CONTRACTOR  By: Bownia Source     | COURT  |
| Name: Bonnie Saxon  Title: Chief Probation           | Judge, Ronald K. Thompson Effingham County State Court |
| DATICE   |  |

Approved By:

| The state of the s |
|--|
| EFFINGHAM COUNTY BOARD OF  |
| COMMISSIONERS  |
| By: Wesley M. Corbitt  |
| By: Wesley M. Corbit   |
| Title: Chairman  |
| Attested by: S. Cohusin  |
| Name: Stephanie Johnson  |
| Title: Clerk of Board of Commissioners   |
|  |
|  |

#### **Staff Report**

**Subject:** Renewal of the Probation Services agreement with Superior Court

**Author:** Alison Bruton, Purchasing Agent **Department:** Purchasing and Probation **Meeting Date:** December 6, 2022

Item Description: Probation Services

**Summary Recommendation:** Renewal of the Probation Services Agreement with the State

Court

## **Executive Summary/Background:**

 Service agreements are required by the Georgia Department of Community Supervision's Misdemeanor Probation Oversite Unit.

- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
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**Recommended Alternative: 1** 

Other Alternatives: 2

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**Funding Source:** N/A – funds are collected from probationers.

Attachments: Probation service agreement with the Superior Court.

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## OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

## F. Payment for Contractor's Services

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#### I. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial

interviews and intake with the probationer on the day of sentencing.

TERM

#### J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate not later than thirty (30) days before the expiration of the term then current. Not withstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the Superior Court of Effingham County, Georgia.

#### K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any monies collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

# REPRESENTATIONS AND WARRANTIES OF CONTRACTOR IDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

#### L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract, Superior Court of Effingham County will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the Superior Court of Effingham County of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the Superior Court of Effingham County of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

#### M. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants conducted on the property of the City of Springfield.

Contractor shall indemnify and hold harmless the Court and the City of Springfield from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

#### **DEFAULT**

## N. Deficiency in Service by Contractor

In the event that the Court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate the Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

#### MISCELLANEOUS

- O. Time is of the Essence of this Agreement.
- P. Compliance with the Law.

The Contractor shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

## Q. Entire Agreement

This Agreement, incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises or agreements made between the parties not embodied herein shall be of any force or effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

## R. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Superior Court of Effingham County, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the Superior Court of Effingham County, Georgia, who serve concurrently with the undersigned Judge.

#### S. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

#### T. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

Effingham County Probation Office 902 North Pine Street Springfield, GA 31329

Contractor:

Effingham County Probation Office

902 North Pine Street Springfield, GA 31329

912-754-4155

Court:

Superior Court of Effingham County, Georgia

Attn: Chief Judge F. Gates Peed

P.O. Box 967

Statesboro, Ga 30459

Phone: 912-764-6095

| IN WITNESS WHEREOF, THE PA<br>AGREEMENT ON THE Z DAY  | OF, 20_22  |
|---|--|
| PROBATION SERVICES CONTRACTOR  By: Boy Sold Sold Name: Bonnie Sold Dation  Title: Probation batiles | Chief Judge, F. Gates Peed Effingham County Superior Court Southeast Ogeechee Judicial Circuit |

APPROVED BY:

| EFFINGHAM COUNTY BOARD OF COMMISSIONERS |
|---|
| By: Wesley M. Chath                     |
| Name: Wesley M. Corbitt                 |
| Title: Chairman                         |
| Attested by: Schnon                     |
| Name: Stephanie Johnson                 |
| Title: Clerk of Board of Commissioners  |
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|   |
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## **Staff Report**

Subject: Renewal of Lease Agreement between Effingham County and the City of

Springfield for Fire Department Building **Author:** Alison Bruton, Purchasing Agent

**Department:** Fire

Meeting Date: December 6, 2022

Item Description: Lease Agreement between Effingham County and the City of

Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA

31329.

**Summary Recommendation:** Staff recommends renewal of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329

## **Executive Summary/Background:**

- Effingham County currently has a Fire Protection Services Agreement in place with the City of Springfield to provide Fire Services in the City limits. The Fire Department is currently utilizing the Springfield building at 1171 Hwy 119 South.
- The Lease Agreement stipulates that the Effingham County Fire Department shall pay \$1.00 per year for the building.
- During the term of the Lease, the City of Springfield shall have no obligation for the maintenance, replacement or repair of the building.
- This agreement has been reviewed and approved to form by the County Attorney.

## **Alternatives for Commission to Consider**

- Renewal of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329
- 2. Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2

Department Review: County Manager, County Attorney, Chief Hodges

Funding Source: Fire Department Operating Budget

**Attachments:** Lease Agreement with the City of Springfield

| STATE OF GEORGIA    |   |
|---------------------|---|
| COUNTY OF EFFINGHAM | 3 |

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this 21st day of \_\_\_\_\_\_, 2022 (the "Effective Date"), by and between, THE CITY OF SPRINGFIELD, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia ("the City"), as Landlord, and EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), as Tenant.

## WITNESSETH:

1. Premises. For and in consideration of the agreements, terms, covenants, conditions, requirements, provisions and restrictions to be kept, observed, performed, satisfied and complied with by Tenant, and for the Rent herein provided, and upon the terms and conditions herein stated, Landlord has leased and rented, and by these presents does hereby lease and rent unto Tenant, and Tenant hereby leases, takes and rents from Landlord, the real property comprised of one parcel commonly known as 1171 Hwy 119 North, Springfield GA 31329, the Effingham County Fire Department Headquarters, and any improvements thereon (hereinafter referred to as the "Premises"), a more detailed description of which shall be included in an addendum to this Agreement at a later date.

## 2. Term

- (a) The initial term of this Lease shall commence on the Effective Date and end at the close of the calendar year in which it was executed (hereinafter called the "Term"). This Lease may be renewed or terminated in accordance with Section 2(b).
- (b) This Lease shall terminate absolutely and without further obligation on the part of Landlord or Tenant at the close of the calendar year in which the Agreement is executed and at the close of each succeeding calendar year for which this Agreement may be renewed, but, notwithstanding the foregoing, this Contract shall be automatically renewed unless positive action is taken by Landlord or Tenant to terminate such contract by providing sixty (60) days written notice to the opposite party. This Lease shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy any obligation of Landlord or Tenant under the terms of this Lease.

## 3. Commitments.

Tenant shall satisfy all obligations under that certain Fire Protection Services Agreement made and entered into the 5<sup>th</sup> day of May, 2015, by and between Landlord and Tenant.

## 4. Rent.

- (a) Base Rent. Base Rent shall be One Dollar (\$1.00) per year. On or before the Effective Date, Tenant shall pay Landlord the amount due for the Term (One Dollar (\$1.00), prorated for the number of days left in the year). In the event Landlord and Tenant extend the Term as provided in this Lease, the rent for each successive Term shall be One Dollar (\$1.00), to be paid on or before the first day of the Term.
- received by the tenth (10th) day after such Rent is due shall be subject to a late charge of One Dollar (\$1.00) (the "Late Charge") plus default interest at the rate of one (1%) percent per month (12% per annum) calculated on the amount owed from the date upon which such Rent became due and payable to Landlord until paid in full, in addition to the default provisions herein. In regards to the Late Charge, the parties hereby agree as follows: (1) that the Late Charge is not intended as a penalty but rather to compensate Landlord for additional administrative charges and other damages incurred by Landlord on account of such late payment; (2) that the actual damages suffered by Landlord in such event shall be difficult, if not impossible to ascertain; and (3) that such Late Charge is a reasonable estimate of such charges and damages.
- (d) Assumption of Costs. Tenant shall assume all costs associated with the Premises, including but not limited to property and liability insurance.
- (e) Additional Rent. All insurance payments, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be "Additional Rent" and, in the event of nonpayment by Tenant, Landlord shall have all the rights and remedies under law with respect thereto. The Base Rent and the Additional Rent are herein sometimes collectively referred to as the "Rent".
- (f) Net Rent. It is the intention of Landlord and Tenant that the Rent herein specified shall be net to Landlord in each year during the Lease

Term. Accordingly, all costs, expenses and obligations of every kind relating to the Premises which may arise or become due during the Lease Term, unless otherwise specified herein, shall be paid by Tenant, and Landlord shall be indemnified by Tenant against such costs, expenses and obligations.

- 5. <u>Use</u>. The Premises may be used as a fire station. All property kept, stored or maintained within the Premises by Tenant shall be at its sole risk. Tenant shall not allow the storage, use, treatment, manufacture or disposal of any Hazardous Materials (defined as hazardous, toxic, infectious, or radioactive by any federal law, state law, or any legal requirement affecting the Premises) upon the Premises or any portion thereof in violation of any applicable law, ordinance, or regulation.
- 6. Quiet Enjoyment. Tenant, upon paying the Rent and performing all the other terms of this Lease, (a) shall quietly have and enjoy the Premises during the Lease Term without hindrance or interference by anyone claiming by or through the Landlord, subject, however, to the reservations and conditions of this Lease, and (b) shall have access to the Premises twenty-four (24) hours a day, three hundred sixty-five (365) days per year.
- 7. <u>Utilities</u>. During the Lease Term, Tenant shall be responsible for paying all utilities associated with the Premises (gas, water, electricity, refuse collection, telephone, internet service, alarm services, landscaping, pest control, etc.) directly to the service provider.
- 8. Alterations; Improvements. During the Lease Term, Tenant may make alterations, additions, or improvements to the Premises at its own expense but subject to approval by the Landlord, which approval shall not be unreasonably withheld. Any construction work done by Tenant to the Premises shall be performed in a good and workmanlike manner and in compliance with all governmental requirements. Tenant shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of any alterations. Landlord shall cooperate with Tenant in obtaining governmental permits.
- 9. Repairs by Landlord. During the term of this Lease, Landlord shall have no duty or obligation whatsoever for the maintenance, replacement or repair of the Premises. Landlord shall have no obligation to inspect the Premises but may if it wishes or if an insurance policy requires that it inspect the Premises, and, in such event, Tenant shall not interfere with Landlord's right of inspection.

## 10. Repairs by Tenant; Maintenance.

(a) Tenant shall, at Tenant's sole cost and expense, put, keep, replace, maintain and repair the Premises, including, but not limited to, the

walls, floor, ceiling, pipes, heating system, plumbing system, HVAC system, window glass, roof, siding, fixtures, and their appurtenances.

- (b) Should the applicable building code require any modification to the building, the cost of those modifications shall be borne by Tenant. Under no circumstances shall Landlord be responsible for any building code compliance matters.
- (c) On default of the Tenant in performing its repair, replacement, or maintenance obligations, Landlord may, but shall not be obligated to, make such repairs, replacements or maintenance for Tenant's account, and the expense therefore, together with interest at a rate of twelve (12%) percent per annum, shall continue and be collectible as Additional Rent and shall be paid by Tenant to Landlord within ten (10) days of the rendition of any bill or statement to Tenant therefor.
- 11. <u>Legal Requirements</u>. During the Lease Term, Tenant shall, at Tenant's sole cost and expense, promptly comply with all legal requirements affecting the Premises, whether currently applicable or hereafter enacted. The phrase "legal requirements affecting the Premises", as used in this Section, shall mean and shall include all laws, ordinances, regulations and other requirements which relate in any manner to the physical condition of the Premises or any part of the Premises, or to the use or occupancy of the Premises or any part of the Premises, including but not limited to, building codes and similar requirements, zoning ordinances and requirements, use restrictions, fire requirements, safety requirements, and energy-related requirements.
- 12. Release and Indemnity. During the Lease Term, unless caused by Landlord's affirmative active negligence or willful misconduct, Tenant shall pay, and shall protect, indemnify and hold harmless Landlord and Landlord's elected officials, officers, employees, representatives and agents from, against and in respect of, all liabilities, damages, losses, costs, expenses (including all reasonable attorneys' fees and expenses of Landlord), interest, penalties, late charges, reinstatement fees, causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of, by reason of or in connection with Tenant's or subtenant's use, non-use, occupancy of or the conducting of Tenant's activities and business on the Premises.

## 13. Insurance.

- (a) Property and Liability Insurance. Tenant shall procure and maintain, the following policies of insurance:
  - (i) Property insurance on the Premises and all improvements, including leasehold improvements, all furniture, fixtures and equipment, against loss or damage by fire, lightning and against loss or damage by other risks providing protection against events protected

under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief in an amount not less than 100% of the replacement cost without deduction for depreciation. Any proceeds from the property insurance shall be used for the repair or replacement of property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein.

- (ii) Liability insurance on the Premises in the total aggregate sum of at least \$1,000,000 per Occurrence/\$3,000,000 General Aggregate. Limits may be provided by the combination of a primary general liability policy and an umbrella/excess liability policy.
- (iii) Commercial general liability insurance shall insure Landlord against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including any contractual liability with such insurance naming Tenant and such other parties as Landlord may designate, as additional insureds. The liability insurance obtained by Tenant under this section shall: (1) be primary and (2) insure Tenant's obligations to Landlord hereunder. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease.

#### (b) General Insurance Provisions.

- (i) Failure of Tenant to comply with the provisions of this Section 13 shall constitute a default.
- (ii) Any insurance policy required to be maintained under this Lease shall be selected by the party who is required to maintain such policy so long as the policy meets the requirements contained herein.
- (iii) Tenant shall ensure that any person performing services on the Premises at Tenant's direction is sufficiently covered by Liability and Worker's Compensation Insurance, if required.
- (iv) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give the other party not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.
- (v) Prior to the earlier of Tenant's entry onto the Premises or the Effective Date, Tenant shall deliver to the other party an insurance company certificate evidencing that Tenant maintains the insurance required herein, and, not less than thirty (30) days prior to the expiration or termination of any such insurance, Tenant shall deliver to

Landlord renewal certificates therefor. Tenant shall provide Landlord with copies of the policies promptly upon request from time to time.

- (vi) All insurance required by this Lease shall be with an insurance company or companies properly licensed by the Georgia State Insurance Commissioner to do business within the State of Georgia.
- (vii) Without limiting the provisions of Section 12, above, Tenant, on behalf of itself and its insurer(s), hereby waives any and all rights of recovery against the Landlord, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively, "Representatives"), for loss or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Lease. All property insurance carried by Tenant will contain a waiver of subrogation against Landlord to the extent such right was waived by Tenant prior to the occurrence of loss or injury.
- 14. <u>Waiver of Subrogation</u>. Landlord and Tenant and all parties claiming under them hereby mutually waive, release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted on the Premises, regardless of the cause of the damage or loss.

#### 15. [Reserved]

- 16. <u>Non-Disturbance</u>. Landlord agrees not to affect or disturb Tenant's right to possession of the Premises in the exercise of Landlord's rights, so long as Tenant is not in default under any of the terms, covenants or conditions of this Lease.
- 17. Assignment and Subletting. Tenant may not assign this Lease or sublet all or part of the Premises without the prior written consent of Landlord. No assignment or subletting of the Premises shall relieve Tenant of its obligations hereunder.
- 18. <u>No Liens</u>. During the Lease Term, Tenant is not authorized to incur any expenditures in the name of Landlord and shall not permit any liens for labor or materials or any ad valorem tax lien to be placed against the Premises. Notice is hereby given that Landlord shall not be liable for any labor or services performed or rendered, or materials supplied or furnished, to the Premises at the instance of Tenant, and no mechanics or other liens with respect thereto shall attach to or affect the

reversion or other estate or interest of Landlord in and to the Premises. Landlord shall not be permitted to encumber the Premises during the Lease Term. Tenant shall not be liable for any liens attached to the Premises caused by Landlord. Tenant shall discharge, indemnify and hold harmless Landlord from any liens placed upon the Premises during the Lease Term.

## 19. Default.

- (a) *Events of Default*. The following events shall constitute events of default by Tenant under this Lease (hereinafter individually called an "Event of Default", and collectively called "Events of Default"):
  - (i) if Tenant shall fail to pay when due any Rent or other payment to be made by Tenant hereunder and shall not cure such failure within ten (10) days after Landlord gives Tenant written notice thereof:
  - (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease (other than a breach or failure described in clause (i) above), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence;
  - (iii) if Tenant makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;
  - (iv) if Tenant files a petition under any section or chapter of the national bankruptcy act, as amended, or under any similar federal or state law or statute, or Tenant or any guarantor of its obligations under this Lease is adjudged bankrupt or insolvent in proceedings filed against Tenant;
  - (v) if any other instrument delivered to Landlord as part of this lease transaction shall be breached.
- (b) Remedies. Upon the occurrence of an Event of Default, Landlord may pursue either of the following alternative remedies:
  - (i) Without any notice or demand, Landlord may take any action or actions permissible at law to insure performance by Tenant of its covenants and obligations under this Lease.

- (ii) Landlord may terminate this Lease by giving written notice to Tenant. In such event, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have for possession or arrearages in Rent (including any accrued interest), enter upon and take possession of the Premises and expel or remove, by force if necessary, Tenant and any other person who is occupying all or a portion of the premises without being liable for prosecution or any claim for damages. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for non-payment of rent. In addition, Tenant shall pay to Landlord on demand all loss and damage suffered by it by reason of any termination affected under this subsection (ii). The loss or damage shall be determined by either of the following alternative measures of damages:
  - (A) Until Landlord is able, through reasonable efforts, the nature of which shall be at its sole discretion, to relet the Premises, Tenant shall continue to pay to Landlord the Rent specified in this Lease when it comes due. After Landlord relets the Premises, Tenant shall pay to Landlord, the difference between the Rent and the amount actually collected by Landlord for a year. If Landlord is required to bring suit in order to collect a deficiency, it may allow the deficiency to accumulate and bring an action on several or all of the accrued deficiencies at one time. Such suit shall not prejudice in any way Landlord's right to bring a similar action for subsequent deficiencies. If the amount collected from subsequent tenants for a calendar year exceeds the Rent, the excess shall be credited to Tenant in reduction of its liability for any calendar year for which the amount collected is less than the Rent. However, Tenant's right to the excess is limited to the above-described credit.
  - (B) Landlord may demand a final settlement at any time. Upon such demand, Tenant shall pay the difference between the Base Rent provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Premises for that period. The difference shall be discounted to present value at the rate of interest agreed on by the parties, or, if there is no such agreement, at the rate of twelve (12%) percent per annum.
  - (C) Landlord's election to exercise the remedy prescribed above in subsection (i) shall in no way prejudice its right at any later time to cancel the election in favor of the remedy provided in this subsection (ii), if at the time of cancellation Tenant is still in default. Similarly, Landlord's election to compute

damages in the manner prescribed above by subsection (ii)(A) shall in no way prejudice its right at any later time to demand a final settlement in accordance with subsection (ii)(B). Pursuit of any of the above remedies shall not preclude pursuit of any other remedy provided elsewhere in this lease or by law. Landlord's forbearance to enforce any remedy provided herein upon an event of default shall not be deemed to constitute a waiver of the default.

- (c) Injunction; Cumulative Remedies. Landlord may restrain or enjoin any breach or threatened breach of Tenant's covenants, duties, and obligations under this Lease without having to prove the inadequacy of any legal remedy or irreparable harm. Landlord's remedies under this Lease shall be deemed cumulative and not exclusive.
- (d) Attorneys' Fees, Costs and Expenses. If Landlord is required, on account of a breach or default by Tenant in any obligation under this Lease, to hire an attorney to present, enforce, or defend Landlord's rights or remedies under the Lease, Tenant shall pay all reasonable attorneys' fees, costs and expenses incurred by Landlord in connection therewith.
- 20. <u>Immunity</u>. Nothing contained in this Lease shall be construed or deemed to be a waiver of any immunity to which the Landlord or Tenant or their respective officials, employees, or agents are legally entitled.
- 21. <u>Non-waiver</u>. A waiver by either party of one or more covenants, terms, or conditions of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The first party's consent to or approval of any act by the second party shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 22. <u>Estoppel Certificate</u>. Tenant shall, upon ten (10) days written notice from Landlord, execute and deliver to it a statement in recordable form certifying the status of this Lease. Such certificate shall be in a form reasonably satisfactory to the prospective purchaser, lender or assignee.
- 23. <u>Rights Cumulative</u>. All rights, remedies, powers and privileges conferred under this Lease on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.
- 24. <u>Time of Essence</u>. Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.
- 25. <u>Notices</u>. Subject to limitations and conditions set forth herein, notices may only be delivered: (a) in person; (b) by an overnight delivery service,

prepaid; (c) by registered or certified U. S. mail, prepaid, return receipt requested; or (d) by e-mail, to the following addresses and/or email addresses:

Landlord: Tenant:

City of Springfield, Georgia Effingham County, Georgia

Attn.: Matt Morris Attn: Tim Callanan 130 S. Laurel Street 804 S. Laurel Street

Springfield, Georgia 31329 Springfield, Georgia 31329

Email: mmoris@springfieldga.org Email: tcallanan@effinghamcounty.org

- 26. Entire Agreement; Modification. This Lease contains the entire agreement of Landlord and Tenant and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Lease shall be of any force or effect. This Lease shall not be modified or amended in any respect except by a written instrument executed on behalf of each of Tenant and Landlord.
- 27. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future Laws effective during the Lease Term, such unenforceable, invalid or illegal provision shall be severed from this Lease, and the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.
- 28. <u>Counterparts</u>. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- 29. Governing Law. This Lease has been executed in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.
- 30. <u>Headings</u>. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various sections and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.
- 31. <u>Miscellaneous</u>. Each and all the covenants, terms, agreements and obligations of this Lease shall extend and inure to the benefit of the successors and

permitted assigns of said parties hereto. The singular number includes the plural and the neuter gender includes the feminine and masculine, wherever appropriate.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

LANDLORD:

City of Springfield, Georgia

Name: Hon. Barton Alderman

Title: Mayor, City of Springfield, Georgia

Jennifer Smith, City Clerk

[Entity seal]

TENANT:

Effingham County, Georgia

Name: Hon. Wesley Corbitt

By: Mesly M. Cirko

Title: Chairman at Large, Effingham County

Board of Commissioners

Stephanie John Count Clerk

SEAL

Approved as to form:

Benjamin M. Perkins, Esq. Springfield City Attorney

### **Staff Report**

Subject: Renewal of Hardware Warranty Agreement between Effingham County and

Dominion Voting Systems, Inc. for Year 2 **Author:** Alison Bruton, Purchasing Agent

**Department:** Elections

Meeting Date: December 6, 2022

**Item Description:** Approval of the Hardware Warranty Agreement between Effingham

County and Dominion Voting Systems, Inc.

**Summary Recommendation:** Staff recommends approval of the Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc.

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

- The Secretary of State of the State of Georgia entered into a Master Solution
  Purchase and Services Agreement contract with Dominion on July 29, 2019. The
  State authorizes the County to purchase voting system hardware warranties for
  the voting system items purchased by the State of Georgia for use by the
  County.
- The term of this agreement will begin on the effective date and shall continue
  until the first anniversary of the effective date. The agreement shall automatically
  renew on an annual basis for an additional three (3) years. The County may
  choose to terminate the agreement prior to any annual renewal.
- The Year 1 warranty cost for this equipment is \$30,405.00.
- The quote for Year 2 totals \$31,317.15.

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

- 1. Approval of the Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc. in the amount of \$31,317.15 for Year 2
- Denial of the Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** Elections, Purchasing, Finance

Funding Source: Elections Operating Budget

**Attachments:** 

- Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc.
- Listing of equipment covered by warranty
- 3. Quote for Warranty Year 2



Prepared by:
Beau Roberts

beau.roberts@dominionvoting.com

Noveml Item XI. 9.

QUUUU8989

Budgetary Quote

\$31,317.15

| Product/Service                        | Description              | Qty | Unit Price | Extension   |
|--|--------------------------|-----|------------|-------------|
|  | Total Purchase Sub-Total |     |            | \$0.00      |
|  | Year 1 Purchase Total    |     |            | \$0.00      |
| Annual Warranties                      |                          |     |            |             |
| ImageCast X Annual Hardware Warranty - |                          | 183 | \$140.08   | \$25,634.64 |
| Prime                                  |                          |     |            |             |
| ImageCast Precinct Annual Hardware     |                          | 27  | \$150.38   | \$4,060.26  |
| Warranty - 320C                        |                          |     |            |             |
| ImageCast Central Annual Hardware      |                          | 1   | \$1,236.00 | \$1,236.00  |
| Warranty - G2140                       |                          |     |            |             |
| MBP #2 OKI C712 Annual Hardware Warran | nty                      | 1   | \$386.25   | \$386.25    |
|  |                          |     | Sub-Total  | \$31,317.15 |

**Annual Fees** 

#### **Terms and Conditions**

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Annual warranties are optional.

Signatures

Customer Name (printed)

Title

Signature

Date (MM/DD/YYYY)

#### HARDWARE WARRANTY AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND EFFINGHAM COUNTY, GA

This Hardware Warranty Agreement (the "Agreement") dated January 1, 2022, (the "Effective Date"), is made between Effingham County, GA ("County") and Dominion Voting Systems, Inc. ("Dominion"). This Agreement may refer to Dominion and the County together as the "Parties," or individually as a "Party."

WHEREAS, the Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract (the "State Contract") with Dominion on July 29, 2019;

WHEREAS, the State Contract authorizes the County to purchase voting system hardware warranties for voting system items purchased by the State of Georgia for use by the County;

WHEREAS, The County desires to purchase voting system hardware warranties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell voting system hardware warranties as described more fully below.

1. Composition of Agreement. Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the Exhibit A. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within Exhibit A.

#### 2. Definitions.

- 2.1. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, County information, or other information that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to the other Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion software.
- 2.2. "Hardware" means the ImageCast® system hardware listed in Exhibit A of this Agreement.
- 2.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.
- 3. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date. This Agreement shall automatically renew on an annual basis for an additional three (3) years, subject to the warranty fees and terms defined in Exhibit A. The County, at its sole discretion, may choose the terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.

- 4. **Dominion's Responsibilities.** Dominion shall provide this Hardware warranty based upon the terms defined herein. Dominion shall provide invoices to County for the warranty items listed in Exhibit A and pursuant to the payment schedule described in Section 5 and Exhibit A.
- 5. County's Responsibilities. County shall pay invoices no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority. If County is exempt from taxes, County shall supply Dominion with a tax exemption certificate or similar form demonstrating its exempt status upon request.
- **6.** Warranties. The following warranties shall apply to the Hardware.
- 6.1. <u>Hardware Warranty Terms</u>. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware warranty shall remain in effect during the Term.
- 6.2. <u>Hardware Warranty Services</u>. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion software and with third party products approved by Dominion for use with the Hardware. The following conditions apply:
  - 6.2.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.
  - 6.2.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
    - 6.2.2.1. Replacement of consumable items including but not limited to batteries, toner, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
    - 6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;
    - 6.2.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;
    - 6.2.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.
  - 6.2.3. County is not authorized to provide or transfer any Hardware or other voting system component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach of the Agreement.

<sup>&</sup>lt;sup>1</sup> Toner will be included for Counties choosing the ICX warranty with annual replacement toner option.

6.3. <u>No Other Warranties.</u> DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### 7. Confidential Information.

- 7.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 7.2. Subject to the requirements of the County's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 7.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, County will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.
- 8. Force Majeure. Should any circumstances beyond the control of Dominion or County occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and County. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

- 9. Indemnification. Dominion, at its sole expense, will indemnify and defend the County, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.
- 10. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT AND ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County.
- 12. Termination. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable, but in no event shall the cure period exceed sixty (60) days without written consent by the non-breaching party.
- 13. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

- 14. Choice of Law and Jurisdiction. Interpretation of this Agreement shall be governed by the laws of the State of Georgia, and the courts of competent jurisdiction located in the State of Georgia will have jurisdiction to hear and determine questions relating to this Agreement.
- 15. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.
- 16. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by certified or registered mail, return receipt requested, addressed to the intended recipient or e-mailed as follows:

#### If to Dominion:

Dominion Voting Systems, Inc. Attn: Contracts Administrator PO Box 343

Broomfield, CO 80038

Email: contracts@dominionvoting.com

#### If to the County:

Effingham Attn: Olivia Chapman 284 GA Highway 119 S. Springfield, GA 31329

Email: ochapman@effinghamcounty.org

- 17. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- 18. Entire Agreement. This Agreement constitutes the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and Dominion, and incorporated as an amendment hereto.
- 19. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or County may be enforced against Dominion or County, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date above written.

| La En                |
|----------------------|
| AUTHORIZED SIGNATURE |
| John Poulos          |
| PRINTED NAME         |
| President & CEO      |
| TITLE                |
| 11/30/2021           |
| DATE                 |
|                      |

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

Wesley M. Corbitt

PRINTED NAME

Chairman

TITLE

November 2, 2021

#### **EXHIBIT A**

#### PRICING AND PAYMENT SUMMARY

#### 1. Pricing Summary

| DESCRIPTION   | QTY       | UNIT PRICE | EXTENSION   |
|---|-----------|------------|-------------|
| Annual Hardware Fees*   |           |            |             |
| ICP Annual Hardware Warranty  | 27        | \$146.00   | \$3,942.00  |
| ICC Annual Hardware Warranty  | 1         | \$1,200.00 | \$1,200.00  |
| ICX Annual Hardware Warranty (with annual replacement toner supply**) | 183       | \$136.00   | \$24,888.00 |
| MBP Annual Hardware Warranty  | 1         | \$375.00   | \$375.00    |
| Total Annu  | ual Fees: | -          | \$30,405.00 |

<sup>\*</sup> Dominion reserves the right to adjust the Annual Hardware Warranty Fee within three percent (3%) of the then current fee.

2. <a href="Payment Schedule">Payment Schedule</a> - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. The initial invoice shall be provided at the Agreement signing and on each anniversary of the Effective Date thereafter through the Term.

<sup>\*\*</sup> For Counties choosing the ICX Warranty with annual replacement toner supply, Dominion shall ship 1 toner cartridge per unit annually.

### **EFFINGHAM COUNTY BOARD OF ELECTIONS & REGISTRATION**

Item XI. 9.



284 GA HIGHWAY 119 S SPRINGFIELD, GA 31329 PHONE: 912-754-8030 FAX: 912-754-8408

boe@effinghamcounty.org

www.effinghamcounty.org

RE: Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc.

From: Olivia Chapman, Director of Elections & Registration

Date: October 21, 2021

This Warranty Agreement will cover the Touchscreen Electronic Ballot Marking Devices, Ballot Scanners, High Speed Ballot Scanner and Mobile Ballot Printer.

Below is the summary of the actual costs to replace the equipment listed above at the current prices.

| Total Cost of Equipment Covered by Warranty \$422,750 |                   |           |  |  |  |
|---|-------------------|-----------|--|--|--|
| Mobile Ballot Printer                                 | 1 @ \$5,800/ea.   | \$5,800   |  |  |  |
| ImageCast Central                                     | 1 @ \$25,000/ea.  | \$25,000  |  |  |  |
| ImageCast Precinct                                    | 27 @ \$3,900/ea.  | \$105,300 |  |  |  |
| ImageCast X   | 183 @ \$1,550/ea. | \$286,650 |  |  |  |

Phone: 912.754.8030 Fax: 912.754.8408 Email: boe@effinghamcounty.

#### STAFF REPORT

Subject: 2023 ACCG Summer Internship Grants Program

Author: Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

Meeting Date: December 6, 2022

Item Description: Ratify and affirm the request to apply for the 2023 ACCG Summer Internship

Grants Program.

**Summary Recommendation:** The ACCG Civic Affairs Foundation is seeking grant applications from counties for the 2023 Georgia County Internship Program (GCIP). County internship grant opportunities are exclusively available for summer. The goal of the program is to enable counties to hire talented high school and college students and recent college graduates for specific projects that will: benefit county government and its citizens; give students a chance to learn first-hand about the role of county government; provide practical work experiences students can use in the job market upon graduation, and inspire young people to consider a career in county government. Any ACCG member county with a substantive internship project proposal may apply for one or more grants. Three internship opportunities are available: 1) the general GCIP, 2) the Joan Garner Health and Human Services Internship Grant, and 3) the Dr. Jim Kundell Environmental Management Internship Grant.

#### **ALTERNATIVES FOR THE COMMISSION TO CONSIDER:**

- 1. Approve and allow staff to proceed with the 2023 ACCG Summer Internship Grants Program application process.
- 2. Disapprove and provide staff with guidance on how to proceed.

**FUNDING:** No impact on the budget.

**RECOMMENDED ALTERNATIVE:** Alternative #1

**DOCUMENTS ATTACHED:** 2023 Summer GCIP Application

Summer 2023 Grant Application Information Packet 2023 GCIP Grant Cycle Power Point Presentation

## **ACCG** Civic Affairs Foundation

# Georgia County Internship Program (GCIP) Contents of the Summer 2023 Grant Application Information Packet

| Memorandum from Michele NeSmith           | .Pages 1-3  |
|---|-------------|
| Application Process and Guidelines        | .Pages 4-7  |
| FAQs about GCIP Application               | Pages 8-12  |
| County Grant Application Check List       | Page 13     |
| Tips for Writing a GCIP Grant Application | Pages 14-15 |



#### **MEMORANDUM**

To: County Commission Chairs, Sole Commissioners and CEO

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG

**Civic Affairs Foundation** 

Re: Summer 2023 Georgia County Internship Program Grant Opportunities

Date: September 20, 2022

The ACCG Civic Affairs Foundation is a nonprofit organization established by ACCG in 2006. Its mission is to help strengthen Georgia counties by undertaking programs and projects that enhance citizen education, encourage civic engagement and community improvement, and promote participation in government.

The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. These grants are made available thanks to grants and generous financial contributions of supportive donors from the private sector including individuals, corporations and businesses, and philanthropic foundations.

County internship grant opportunities are exclusively available for summer. The goal of the program is to enable counties to hire talented high school and college students and recent graduates for specific projects that will: benefit county government and its citizens; give students a chance to learn first-hand about the role of county government; provide practical work experiences students can use in the job market upon graduation; and inspire young people to consider a career in county government.

Any ACCG member county that has a substantive internship project proposal may apply for a grant. Details about the grant application and internship requirements can be found in the enclosed Application Process and Guidelines. Please read the entire grant application packet before submitting the application.

There are three internship opportunities available: 1) the general GCIP, 2) the Joan Garner Health and Human Services Internship Grant, and 3) the Dr. Jim Kundell Environmental Management Internship Grant.

Counties that are interested in applying for the Garner or Kundell grant need to check that category on the grant application. An overview of each specialty grant is provided below.

#### **Kundell Environmental Management Grant**

The Kundell Environmental Management Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work of Dr. Jim Kundell. Dr. Kundell was a distinguished professor and highly awarded member of the University of Georgia faculty. During his lifetime, he made significant contributions to environmental law and served as an advisor to many local, state, and national organizations on environmental matters.

Grant applications for the Kundell grant must include a project that has an environmental impact. Suggested projects include anti-littering campaigns and projects, green energy, LEED certification, brownfield projects, pollution projects, water related projects, storm water runoff projects, etc. One or more internships will be awarded.

#### **Garner Health and Human Services Grant**

The Garner Health and Human Services Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work Fulton County Commissioner Joan Garner. Commissioner Garner was well known as an advocate for health and human services issues throughout her public service career. She served on numerous committees and advocacy boards championing health and human services initiatives and brought awareness and significant changes to these issues through her actions.

Grant applications for the Garner grant must include a project that has a health and human services impact. Suggested projects include creating and coordinating wellness/health fairs for the community, establishing a Live Healthy program for your county, projects related to seniors or disadvantaged youth, disease prevention, anti-drug campaigns, etc. One internship will be awarded.

If your county chooses to apply for a specialty grant and is not selected, your application can still be considered for a general GCIP grant if it meets all application requirements.

2023 Summer GCIP grants will be awarded for the period of May 1, 2023 - September 1, 2023.

The deadline for counties to apply for summer internship grants is Friday, December 2, 2022. Recipients will be notified by Friday, February 3, 2023.

It is the <u>responsibility of the county</u> to recruit, interview, and hire the intern. The Foundation will assist counties that receive GCIP grants with recruiting by posting internship positions on its website.

All county grant recipients will be required to sign an agreement with the Foundation and adhere to the terms of that agreement. County grant recipients will be required to submit an accounting of all internship expenditures and will be awarded grant funds at the end of the grant period.

A grant will cover 200 internship hours at a pay rate of \$12 per hour. It will be the decision of the county and the intern to determine the work schedule in terms of number of hours worked per week and total number of weeks worked for the internship. If a student needs academic credit, it will be the

responsibility of the county to work with the student and his/her academic institution to fulfill this requirement.

For more information about the Foundation, please visit our website at www.civicaffairs.org.



## Georgia County Internship Program (GCIP) Application Process and Guidelines

#### **GCIP** grants to counties

As described below, counties may apply to the ACCG Civic Affairs Foundation for GCIP grant funding that will allow them to recruit and pay college students for college internships. GCIP is funded through grants and private and corporate donations to the Foundation. As a result, this is a competitive program and not every application that is submitted will be able to receive a grant due to limited funding.

There are three different internship opportunities available: 1) the general GCIP, which is open to all counties 2) the Joan Garner Health and Human Services Internship Grant and 3) the Dr. Jim Kundell Environmental Management Internship Grant.

Counties can create intern positions for any department within the county that seeks assistance with a project that, within the grant period, can produce a specific outcome defined by the department. As a general matter, this would not include day-to-day administrative or operational jobs.

#### **2023 Summer Grant Period**

Based on available funding, the Foundation is awarding grants for internships for the Summer Grant Period from May 1 - September 1, 2023.

The deadline to submit applications for the 2023 Summer Grant Period is Friday, December 2, 2022.

It should be noted that intern project topics sometimes may be specified if required by a donor's contribution to the program.

#### **Application Process**

In order for an application to be considered, all grant application guidelines must be met.

As noted above, the deadline to submit applications for GCIP funds for the 2023 Summer Grant Period is December 2, 2022. Applications received by the Foundation after midnight on this deadline will not be eligible for consideration.

Applications should be sent to <u>Michele NeSmith</u> at the Foundation: via email to <u>mnesmith@accg.org</u> or by mail to ACCG Civic Affairs Foundation / 191 Peachtree Street NE, Suite 700 / Atlanta, Georgia 30303.

In order for an application to be considered, all GCIP grant application requirements and program guidelines must be met.

All applicants must submit the 2023 GCIP Grant Application which must include a project statement of no longer than two pages that includes:

- 1. A detailed overview of the project(s) that the intern will complete during the grant period,
- 2. A description of the need for the project(s),
- 3. A statement of the overall benefit the project(s) will provide to the county and the community, and
- 4. If the project(s) involve a partnership of the county with other counties, a regional commission, or a nonprofit organization or college or university, a description of the partnership arrangement is required. All partnerships with nonprofits organizations, colleges or universities must include funding for at least 25% of the internship cost. No funding is required for multiple county or regional commission partnerships.

The project statement should be submitted as part of the GCIP Grant Application form as Section II of the application.

In addition to the project statement, a county must also complete the GCIP Grant Application.

A county may apply for grant funding for more than one internship, meaning that more than one department may apply, or a request may be made for more than one intern for a particular department. Each department requesting an intern(s) must submit a separate application.

There should only be one primary contact person per grant application. The primary contact should be the grant coordinator, or if the county does not have a grant coordinator, the person who will be responsible for managing the grant application process, preparing the accounting of internship expenses at the end of the grant period, and receiving the grant funds. While not required, it is recommended that this person be the human resources director or county clerk. It is the responsibility of the county to notify the Foundation if the primary contact person for the grant has changed from the point of application. Failure to do so may cause the county to miss notifications and critical information distributed to grant recipients.

If a grant application is being submitted on behalf of a partnership arrangement, the primary point of contact should submit the application. The primary contact should be the person who will be responsible for receiving and managing the grant. Any changes to the primary contact during the grant period should be communicated to the Foundation as soon as possible.

#### Payment of grants to counties

The Foundation will notify grant applicants if their funding has been approved for the 2023 Summer Grant Period by February 3, 2023.

All GCIP grant recipients will be required to sign a Grant Agreement and adhere to the terms of that Agreement.

At the end of the grant period, all grant recipients will be required to submit an accounting of eligible expenditures related to the internship and, upon review of this accounting and approval by the Foundation, will receive grant funds as reimbursement for eligible expenditures. The Foundation will send grant funds to a county by check via U.S. Mail.

#### Factors that will be considered in awarding grants

Grants will be awarded to counties based on a number of factors, including but not limited to:

- 1. The competitiveness of a county's proposed intern project compared to other internship applications seeking funding.
- 2. The overall impact and benefit to the county of the project(s) proposed.
- 3. Whether a county can provide the appropriate supervision of and support for an intern, as well as provide the physical facilities or special equipment needed by an intern for a project and meet program criteria regarding pay, insurance, and any other noted requirements.
- 4. Whether partnerships have been formed with other counties or regional commissions in order to maximize the benefit of an internship project by sharing it across multiple counties to address shared issues or needs (see below). No financial contribution from other counties or regional commission is required for this type of partnership.
- 5. Whether counties are able and willing to absorb a portion of the internship cost from its own resources or resources donated by members of the community, in order to help stretch available Foundation funding to as many counties as possible (see below).
- 6. Whether counties have formed partnerships with nonprofit organizations or colleges or universities that will agree to absorb a portion of the internship cost (see below). These partnerships must include funding for at least 25% of the internship cost from the nonprofit, college, or university.
- 7. Whether counties that have previously participated in the GCIP properly adhered to grant requirements, guidelines, deadlines, and information requests made by the Foundation.
- 8. Counties that have submitted competitive projects that have not previously participated in the program.

#### Partnerships for interns

Counties are encouraged to develop partnerships with other counties or with local regional commissions for shared intern projects. Working cooperatively on common interests and issues will allow more efficient use of limited intern funding to benefit as many counties as possible and will be a factor in considering applications.

A county also may partner with a nonprofit organization or college or university for a project funded by a GCIP grant. However, in order for a county to be eligible to apply under this provision, the partnering organization or college or university must fund from its own resources at least 25% of the internship cost for which the grant application is made.

#### **County funding for a portion of intern costs**

Counties are encouraged to identify local funding sources that can be used to pay a portion of the intern costs. Such sources might include county funds or private funds donated from local businesses, organizations, or individuals. There is no minimum county-funded or privately raised matching amount required under this provision. However, to the extent counties can help stretch available funding from the Foundation, to hire as many interns as possible, such a contribution to the program will be a factor in considering applications.

If a project proposed by a county requires an intern with higher level specialized skills for which the job market normally would pay above \$12 per hour, the county may use its own funding sources under this provision to increase the amount needed to recruit a qualified intern. GCIP will not provide funding for wages over \$12 per hour or for more than 200 hours.

It should be noted that ACCG and the Foundation recognize the enormous fiscal constraints on county governments. However, it is believed that counties can use GCIP as an incentive to encourage local donors to support interns and projects in that, if a donor provides funding, they know their dollars will be matched with GCIP funds.



## Georgia County Internship Program (GCIP) Frequently Asked Questions

#### Who should be the grant contact person for my county?

If the county has a grant coordinator, that person will need to serve as the point person for the grant. Absent having a grant coordinator, it is up to the county to determine the point person for any given position. It is strongly recommended that the human resources director or clerk be considered for this position and that at the very least they are consulted throughout the process considering that several components of the grant may require their participation. If the point person changes after the application has been submitted and/or approved, it is the responsibility of the county to inform the Foundation of this change as soon as possible. Failure to inform the Foundation may cause the county to miss important information regarding the administration of the grant.

#### What is the Kundell Environmental Management Grant?

The Kundell Environmental Management Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work of Dr. Jim Kundell. Dr. Kundell was a distinguished professor and highly awarded member of the University of Georgia faculty. During his lifetime, he made significant contributions to environmental law and served as an advisor to many local, state, and national organizations on environmental matters.

Grant applications for the Kundell grant must include a project that has an environmental impact. Suggested projects include anti-littering campaigns and projects, green energy, LEED certification, brownfield projects, pollution projects, water related projects, storm water runoff projects, etc. One or more internships will be awarded.

#### What is the Garner Health and Human Services Grant?

The Garner Health and Human Services Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work Fulton County Commissioner Joan Garner. Commissioner Garner was well known as an advocate for health and human services issues throughout her public service career. She served on numerous committees and advocacy boards championing health and human services initiatives and brought awareness and significant changes to these issues through her actions.

Grant applications for the Garner grant must include a project that has a health and human services impact. Suggested projects include creating and coordinating wellness/health fairs for the community, establishing a Live Healthy program for your county, projects related to seniors or disadvantaged youth, disease prevention, anti-drug campaigns, etc. One internship will be awarded.

## What if my county applies for a specialty grant but is not selected? Can my application be considered for the general program?

Yes. Any applicant that is not selected for a specialty grant but scores high enough through the grant review process will be considered for the general program.

## <u>Can applications be submitted that only contain projects that impact certain geographic parts of the county, such as a particular district?</u>

While there are no prohibitions against submitting such applications, it is recommended that a project's impact be applicable to the county as a whole. In that the Foundation has limited resources, there are a finite number of grants available. As such, not every county can receive a grant which makes it difficult to justify awarding a grant that only impacts a particular district of a county.

#### Can a commissioner submit a GCIP grant application?

Yes, however, the projects submitted must not be personal in nature, such as campaign work or projects unrelated to county operations and should be applicable to the county as a whole and not a particular district. If the intern is to work with the board of commissioners, it may be best to have the chair serve as the supervisor unless the commissioner who has applied for the grant is the point person for the project(s) requested.

#### Will the grant contract need to be approved by the board of commissioners?

Yes. Please consult with your grant coordinator, clerk, or county attorney to ensure that the proper guidelines for the county are being followed.

#### What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within one year of the start date of the internship. Also, high school students who are 16 years of age or older <u>AND</u> are dually enrolled in a college or university are now eligible to participate in the program.

#### How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200. Also, if a grant for multiple interns is awarded to a county, the interns can work different schedules and hours if the total number of hours worked under the grant does not exceed 200 for any one intern. Further, if a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. If the county needs to split the grant, the Foundation must be contacted first to ensure that the requested split meets all the grant requirements.

A student may start an internship at any time during the grant period. Students must complete their internship no later than the last day of the grant period.

While GCIP grant funds cannot be provided past the grant period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

#### How much do interns get paid under GCIP and how is this funded?

The wage for interns paid using GCIP grant funds is \$12.00 per hour. Grant funding also will pay counties for the employer share of FICA costs associated with an intern. An intern paid using GCIP grant funds must be covered under the county's Worker's Compensation Plan, but this cost also will be reimbursable to the county based on the formula allowed as calculated by the Foundation.

Given the 200-hour maximum on internship hours that may be funded from a GCIP grant, total hourly pay per intern may not exceed \$2,400. This amount does not include the employer share of FICA costs and Worker Compensation coverage that will be reimbursed as part of the grant.

If a county wants to pay an intern more than \$12 per hour, that amount over \$12 will need to be paid by the county along with the additional FICA and worker's compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over \$12 per hour nor does it pay for more than 200 hours of employment during the grant period. The grant also does not pay for overtime costs. All hours must be accrued during the regular workweek.

#### What are counties responsible for if they receive a GCIP grant?

Counties are responsible for finding and hiring the intern. While the Foundation will post internship positions on their website, it is ultimately up to the county to advertise the position locally, contact area colleges, and hire the intern.

Counties are also responsible for withholding all applicable state and federal income taxes on a GCIP intern's earnings and for withholding the employee share of applicable FICA costs. Counties must make timely payments of these monies withheld (as well as any other payroll taxes due) to the appropriate federal and state agencies.

Counties are additionally responsible for 1) submitting the prerequisite grant paperwork to the Foundation in a timely manner, 2) verifying the intern's eligibility to work for the county through E-Verify and 3) adhering to the grant agreement requirements.

Counties are further required to provide adequate workspace for an intern and to provide an intern supervisor. Depending on the project, a county also may have to provide equipment, technical assistance, or training to the intern.

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

#### What if my county has already hired an intern for the grant period?

If a county already has identified a college intern for the grant period, the county is eligible to receive grant funding for that intern if it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the grant period.

#### Who is responsible for recruiting interns?

It will be the responsibility of the county to recruit, interview, and hire the intern.

The Foundation will assist in identifying potential interns by posting county positions on its website <a href="https://www.civicaffairs.org">www.civicaffairs.org</a> to provide statewide exposure to interested students. If needed, the Foundation also will assist a county with its intern search process by contacting colleges, universities, and technical colleges in your area.

#### What happens if a county can't recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for the grant period.

#### What happens if an intern is fired or quits before the term of employment is completed?

The county is required to notify the Foundation within five business days of termination of the intern. If the county can find an intern to fulfill the rest of the internship within the grant period, it may do so. If another intern is not found, the Foundation will reimburse the county for the time that the original intern worked for the county if the prerequisite paperwork is submitted as provided for in the grant agreement.

## <u>Can interns be hired to exclusively perform administrative or clerical work or to perform the duties of a full-time or part-time position that is currently unfilled?</u>

No. Interns cannot be hired to perform solely administrative or clerical work or to perform the work of an unfilled existing position. The internship must be project oriented. Although some administrative work may be required if related to the internship project, such work cannot be the basis for the internship.

#### Can interns be hired to perform private projects for commissioners?

No. Interns are not allowed to work on projects that are not county related. Interns funded by GCIP are prohibited from participating in any type of political campaign work. The purpose of the internship is for the student to learn about county government through a project that benefits the county as a whole.

#### Are there hiring restrictions regarding family or personal relationships?

Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county should refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official for that county or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

#### Will grant opportunities be offered for any period other than summer?

No. Due to the high demand from counties and students for summer internships, the GCIP will be exclusively providing summer grants to maximize the number of program participants.



# **Georgia County Internship Program (GCIP) County Grant Application Check List**

| ☐ Read <u>all</u> provided information before completing required |
|---|
| forms, including the "Grant Memorandum," the "Grant               |
| Application," the "Application Process and Guidelines,"           |
| "Suggested Tips for Writing a GCIP Grant Application," and        |
| the "Frequently Asked Questions."                                 |
| ☐ Submit completed GCIP Grant Application form by the grant       |
| deadline which includes a 1 to 2-page description of the          |
| internship project being proposed, the need it addresses, an      |
| the expected benefits to the county (by the grant deadline        |
| Friday, December 2, 2022).  |
| ☐ Ensure that the county can provide adequate workspace for       |
| an intern, that a qualified person has been selected to be the    |
| intern's supervisor, and that any necessary equipment,            |
| technical assistance, or training that an intern may need can     |
| be made available.  |



## Georgia County Internship Program (GCIP) Tips for Submitting an Internship Grant Application

#### Do:

- 1. Provide a detailed project description that specifically includes the intern's role in completing the project and what the final product or outcome of the project will be.
- 2. Explain the "Who, What, Where, Why and How" of the intern project in a way that provides a clear understanding of the proposed internship.
- 3. Explain clearly the need for the project, why it is important to the county, and the benefits that will result to the county and/or the community.
- 4. Write project descriptions in layman's terms since it may be difficult to understand the intern position if only highly technical terminology is used to describe the project and intern duties. This is especially true of IT and GIS project descriptions.
- 5. Detail how the county plans to advertise and recruit interns.
- 6. Ensure the skills requested for the intern are appropriate for a college student. For example, it is highly unlikely a student will have 3-5 years of experience in a specific field of government work.
- 7. Make sure that the intern has an active, substantive role in the proposed project. A great project doesn't provide much benefit if the intern is on the sidelines.
- 8. Obtain prior permission from the county to act as fiscal agent for the grant if the county does not typically act in this capacity for your local agency or department.
- 9. Consider submitting a project that involves a partnership with other counties, regional commissions, nonprofit organizations or institutions of higher education. These types of projects maximize grant funding, which can factor into the grant selection process.

#### Don't:

10. Submit proposals that are unfilled, county job descriptions. Internships need to be project-oriented and created specifically for the work being done by a college student or recent college graduate.

- 11. Submit projects that merely provide administrative assistance or entail only administrative duties. While most interns expect some administrative work, the core of the internship needs to be a substantive project(s).
- 12. Submit, for example, a project where the sole purpose is to scan records. There must be a substantive element such as redesigning or creating a records management system, retention schedule, or historical preservation process.
- 13. Submit, for example, a project where the sole purpose is to perform data entry that requires no analysis, research or collection of information.
- 14. Submit, for example, a project that only benefits one district or area of a county. Projects should have a broader impact.
- 15. Submit the same project as the previous year with no new tasks or requirements, unless it is a continuation of the previous project.
- 16. Submit a project that is much too ambitious or complex for an intern to complete within the timeframe allotted.
- 17. Be afraid to think outside the box. Some of the best projects are those that are unexpected, interesting, and imaginative. Be creative!
- 18. Submit proposals that provide vague details. If we can't understand the project, there is a lesser chance of your county being selected for a grant.



# Georgia County Internship Program Grant Application Summer 2023

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2023 GCIP grant program is Friday, December 2, 2022

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

ACCG Civic Affairs Foundation 191 Peachtree Street NE, Suite 700 Atlanta, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be <u>currently enrolled</u> in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



### **Section I: Grant Category**

Select (X) the grant category for this application.

| General GCII   | P Grant           |         |                |           |              |             |              |              |
|--|-------------------|---------|----------------|-----------|--------------|-------------|--------------|--------------|
| Kundell Environmental Grant  |                   |         |                |           |              |             |              |              |
| Garner Health and Human Services Grant   |                   |         |                |           |              |             |              |              |
| Section II:  | General G         | rant    | Informat       | ion.      |              |             | •            |              |
| <b>County Name:</b>  |                   |         |                |           |              |             |              |              |
| County E-Verif   | y Number:         |         |                |           |              |             |              |              |
| Number of Into   | erns Request      | ed:     |                |           |              |             |              |              |
|  |                   |         | <u> </u>       |           |              |             |              |              |
| Are you submi  |                   | icatior | n that includ  | les a par | ner?         |             | ☐ Yes        | □ No         |
| List partners  |                   |         |                |           |              |             |              |              |
| Is your partr  |                   |         |                |           |              |             | □Yes         | □ No         |
| nonprofit, co  | ollege, or        |         |                |           |              |             |              |              |
| university? List contribu  | ution lovel       |         | \$500 (25%)    |           | ther         |             |              |              |
|  | nclude other cou  |         |                |           |              | ties and/or | non-profit o | raanizations |
|  | ith colleges/univ |         | _              |           | _            |             |              | _            |
| contribution fro   | om those entitie  | s. )    |                |           |              |             |              |              |
| Name of Grand  | . C               |         |                |           |              |             |              |              |
| Name of Grant other Primary  |                   | or      |                |           |              |             |              |              |
| County:  | Contact.          |         |                |           |              |             |              |              |
| Department:  |                   |         |                |           |              |             |              |              |
| Position:  |                   |         |                |           |              |             |              |              |
| Address:   |                   |         |                |           |              |             |              |              |
| Email:   |                   |         |                |           |              | Phone:      |              |              |
|  |                   |         |                |           |              |             |              |              |
| Is the county pr   | oviding partia    | l fundi | ing of the am  | nount nee | ded to fund  | the         | ☐ Yes        | □ No         |
| internship? (Total cost of the internship is \$2400 plus FICA and WC supplement) |                   |         |                |           |              |             |              |              |
| What amour   | nt?               |         |                |           |              |             | \$:          |              |
| OR   |                   |         |                |           |              |             |              |              |
| Is the county  | providing add     | ditiona | al funding? (o | n top of  | the grant an | nount)      | ☐ Ye         | es 🗆 No      |
| What amo   | unt?              |         |                |           |              |             | \$:          |              |

ACCG Civic Affairs Foundation / 191 Peachtree Street, NE, Suite 700 / Atlanta, Georgia 30303 ph.(404)522-5022



| Who w   | ill be the supervi  | sor for  | the intern?                                   |         |              |  |  |  |
|---|---------------------|----------|---|---------|--------------|--|--|--|
| $\square$ Same as grant coordinator or other primary county contact                                       |                     |          |   |         |              |  |  |  |
| □ 0   | ther                |          |   |         |              |  |  |  |
|   | Name:               |          |   |         |              |  |  |  |
|   | Department:         |          |   |         |              |  |  |  |
|   | Position:           |          |   |         |              |  |  |  |
|   | Address:            |          |   |         |              |  |  |  |
|   | Email:              |          | Phone   | e:      |              |  |  |  |
| Has this  | s individual previ  | iously s | upervised interns?                            | ☐ Yes   | $\square$ No |  |  |  |
|   |                     |          |   |         |              |  |  |  |
| Is adeq   | uate space availa   | able to  | support an intern?                            | ☐ Yes   | □ No         |  |  |  |
| Is adeq   | uate equipment      | availab  | le (computer, software programs, etc.) for th | e 🗆 Yes | □ No         |  |  |  |
| intern t  | o complete the p    | propose  | ed project(s)?                                |         |              |  |  |  |
| Will ou   | tside technical as  | ssistano | ce be required for the intern to complete the | ☐ Yes   | □ No         |  |  |  |
| project   | ?                   |          |   |         |              |  |  |  |
| If Ye   | s, who will provid  | de it:   |   |         |              |  |  |  |
| Has you   | ur county previoເ   | usly had | d an intern?                                  | ☐ Yes   | □ No         |  |  |  |
| Has you   | ur county ever ha   | ad an in | tern in this field?                           | ☐ Yes   | □ No         |  |  |  |
| Has your county previously received a Georgia County Internship Program ☐ Yes ☐ No                        |                     |          |   |         |              |  |  |  |
| (GCIP)  | grant for interns?  | ?        |   |         |              |  |  |  |
| Is there  | e a college or univ | versity  | located in your county?                       | ☐ Yes   | □ No         |  |  |  |
| Is there  | e a technical colle | ege loca | ated in your county?                          | ☐ Yes   | □ No         |  |  |  |
| What special skills should the intern have to be able to complete the project, such as knowledge of       |                     |          |   |         |              |  |  |  |
| certain types of software, experience using certain types of equipment, etc.? (Note this is for a student |                     |          |   |         |              |  |  |  |
| so years of work in a certain field should not be included.)  |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
| Will an   | y special training  | be pro   | vided to the intern?                          | ☐ Yes   | □ No         |  |  |  |
|   | s, please describ   |          |   |         |              |  |  |  |
| Please describe how your county plans to recruit and advertise the internship position:                   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |
|   |                     |          |   |         |              |  |  |  |



## **Section III: Project Description and Intern Position Title**

# **Project Information** Internship position title: In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit <a href="https://www.civicaffairs.org">www.civicaffairs.org</a>.

#### STAFF REPORT

Subject: 2023 Unpaid Internship for Probation

Author: Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

Meeting Date: December 6, 2022

Item Description: Request authorization to partner with Georgia Southern University's Criminal

Justice Department for an unpaid internship for the Probation Department.

**Summary Recommendation:** The Probation Department recently has seen a drastic increase in its caseload. Probation has one Chief Probation Officer, three Probation Officers, and an Office Manager. To help alleviate some backlog, they have requested an unpaid intern position to assist with essential paperwork and filing.

#### **ALTERNATIVES FOR THE COMMISSION TO CONSIDER:**

- 1. Approve and allow staff to explore the 2023 Unpaid Internship for Probation.
- 2. Disapprove and provide staff with guidance on how to proceed.

FUNDING: No impact on the budget.

**RECOMMENDED ALTERNATIVE:** Alternative #1

#### **Staff Report**

Subject: Intent to Abandon County Road maintenance – a portion of Webb Road (Fourth

District)

Author: Staff

**Department:** Engineering **Meeting Date:** December 6, 2022

**Item Description:** Second public hearing for the abandonment of a portion of Webb Road

**Summary Recommendation:** Consideration to permanently abandon and cease maintenance of the section of Webb Road parallel to and on the right-of-way of the Norfolk Southern railroad tracks. This section of road serves no public purpose and serves only one (1) property owner with access to Webb Road elsewhere. In the Fourth District

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

- With the development of the Dasher Point community within the City of Springfield, city staff approached the County with concern about the presence of the road. It represents a trespass and safety concern for Dasher Point residents.
- After a records search, County staff were unable to locate any County right-of-way. The Road is currently not in use.
- Fire, Sheriff, and EMS have reviewed the request to determine if services will be negatively impacted and had no objection.
- Public notice of the closure began on June 7, 2022 and continued for one (1) month.
- A public hearing was held on August 2, and the vote was postponed to allow time to address concerns of a property owner (Reuben Jenkins) about access across NSRR ROW. NSRR responded and met with the property owner and assured them access could be maintained and would not be withheld.
- A public hearing took place on September 6, and the vote was postponed to December 6, to allow time for a survey of the easement from Webb Road to Mr. Jenkins' property to be prepared.

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

1 – Approve the posting of the intent to abandon the portion of Webb Road parallel to the NSRR ROW and begin a public comment period.

2 - Take no action/Deny

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Engineering Funding Source: N/A

#### **Attachments:**

1. Vicinity Map.

A RESOLUTION OF INTENT TO ABANDON A PORTION OF KESSLER LOOP THAT HAS BEEN DETERMINED TO HAVE CEASED TO BE USED BY THE PUBLIC TO THE EXTENT THAT NO SUBSTANTIAL PUBLIC PURPOSE IS SERVED BY IT; TO PROVIDE FOR WRITTEN NOTICE TO THE PROPERTY OWNERS; TO PROVIDE FOR NEWSPAPER PUBLICATION ONCE A WEEK FOR TWO WEEKS; TO PROVIDE FOR A PUBLIC HEARING ON THE MATTER; AND TO PROVIDE FOR FINAL ACTION REGARDING ABANDONMENT OF THE PORTION OF SAID ROAD; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

#### A RESOLUTION

WHEREAS, the Board of Commissioners of Effingham County, Georgia, after due consideration of the matter, determines that a section of its county road system, to-wit: a section of Kessler Loop, lying in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, as shown on the sketch attached hereto, has ceased to be used by the public to the extent that no substantial purpose is served by it due to it being located on private land; and

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia, believes that it is in the best interest of Effingham County, Georgia, to abandon said section of the county road system as described above; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Effingham County, Georgia, and it hereby resolved by the Authority of the Board of Commissioners of Effingham County, Georgia, that it intends to abandon said section of the county road system as described above as required by law; and

**BE IT FURTHER RESOLVED**, that a sketch of the section of the county road system that Effingham County, Georgia, intends to abandon as herein above described shall be filed herewith; and

**BE IT FURTHER RESOLVED**, that written notice shall be provided by means of registered or certified mail to each property owner located on the section of Kessler Loop at issue; and

**BE IT FURTHER RESOLVED**, that a notice of the intent to abandon and of the public hearing to be held on the same shall be published in the legal organ of Effingham County, Georgia once a week for two weeks; and

**BE IT FURTHER RESOLVED**, that a public hearing shall be held on the matter, and that said public hearing shall be advertised by publication in the legal organ of Effingham County, Georgia, once a week for two weeks prior to said hearing; and

**BE IT FURTHER RESOLVED**, that following said public hearing, a final determination will be made regarding the abandonment of said section of the county road system as shown on the sketch attached hereto; and

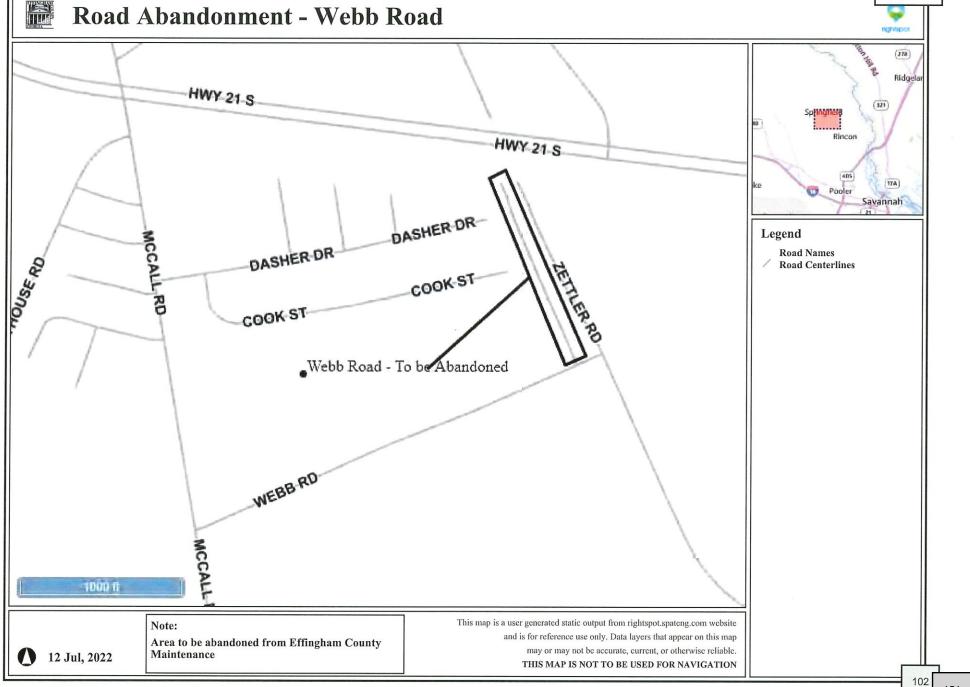
**BE IT FURTHER RESOLVED**, by the Board of Commissioners of Effingham County, Georgia, that any and all resolutions, ordinances or other laws in conflict with this resolution shall be and the same are hereby repealed; and

BE IT FURTHER RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that this resolution shall be effective immediately upon the adoption by the Board of Commissioners of Effingham County, Georgia, and, upon such adoption, written notice shall issue to property owners on Kessler Loop; the intent to abandon shall be advertised in the legal organ of Effingham County, Georgia as required by law; a public hearing shall be advertised and held as required by law; and final action on the abandonment of such section of the county road system shall be taken following said public hearing.

RESOLUTION# 022-031

| ADOPTED AND APPR            | ROVED, this | day of September, 2022. |
|-----------------------------|-------------|-------------------------|
| BOARD OF COMMISSIONERS OF   | EFFINGHAM,  | COUNTY, GEORGIA         |
| WESLEY M. CORBITT, CHAIRMAN |             |                         |
| ATTEST:                     |             |                         |
| STEPHANIE D. JOHNSON, CLERK |             |                         |
| [COUNTY SEAL]               |             |                         |

Item XI. 3.



**Staff Report** 

**Subject:** Rezoning (First & Second Districts)

Author: Teresa Concannon, AICP, Planning Manager

**Department:** Development Services **Meeting Date:** December 6, 2022

Item Description: Cindy Howze as Agent for Ansgarhay, LLC requests to rezone 72.15 acres from AR-

1 to I-1, to allow for future industrial use. Located at 108 Godley Road. Map# 419 Parcel# 1A

#### **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 72.15 acres from **AR-1** to **I-1**, to allow for future industrial use.

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

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines accessing Godley Road. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020.
- This parcel is partially located in Chatham County (Port Wentworth). Port Wentworth submitted a letter certifying that the portion in their jurisdiction is zoned for surface mining.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used in the past as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The Effingham County portions of the parent parcel are narrow, and would be substantially covered by 300' buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use, or if Effingham roads are impacted.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to deny the request to rezone 72.15 acres from AR-1 to I-1. The motion was seconded by Alan Zipperer, and approved by four members. Dave Burns opposed.
- At the September 6, 2022 meeting, the Board postponed this item until November 1.
- At the November 1, 2022 meeting, the Board postponed this item until December 6, to allow time for the submittal of a concept plan.

#### **Alternatives**

- **1. Approve** the request to **rezone** 72.15 acres from **AR-1** to **I-1**, with conditions:
  - 1. The parcel must be combined with a parcel that has frontage on Godley Road.
  - 2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
  - 3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
  - 4. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
  - 5. All wetland impacts must be approved and permitted by USACE.
  - 6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
  - 7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.
- 2. Deny the request to rezone 72.15 acres from AR-1 to I-1.

Item XII. 2.

5. Deed

**Recommended Alternative: 2** Other Alternatives: 1 **Department Review:** Development Services **FUNDING:** N/A

**Attachments:** 3. Plat

 Rezoning application and checklist
 Ownership certificate/authorization 4. Aerial photograph

2. authorization 4. Aerial photograph

## ATTACHMENT A – REZONING AMENDMENT APPLICATION

| Application Date: 7/11/2022  |   |
|--|---|
| Applicant/Agent: Cynthia Cindy Howze   |   |
| Applicant Email Address: Dowze Five a amail com  |   |
| Phone # 912-1013-2288  |   |
| Applicant Mailing Address: 144 Sau Marco Drive   |   |
| City: Typee Island State: GA Zip Code: 31328   |   |
| Property Owner, if different from above:  Include Signed & Notatized Authorization of Property Owner |   |
| Owner's Email Address (if known): Same as about  |   |
| Phone # 912-663-8588   |   |
| Owner's Mailing Address: <u>Same</u> as above  |   |
| City: State: Zip Code:   |   |
| Property Location: 108 Godley Rd (Stage Coach)   |   |
| Proposed Road Access: Godley Rd  |   |
| Present Zoning of Property: AR-1 Proposed Zoning: I-1  |   |
| Tax Map-Parcel # 19 000/AOPotal Acres: 72.15 Acres to be Rezoned: 78.15                              |   |
| Lot Characteristics: 10+ acres already zoned I-1, horders Chatham Co. which is also being Rezoned I  | _ |
| WATER SEWER  |   |
| Private Well  Private Septic System  |   |
| Public Water SystemPublic Sewer System .   |   |
| If public, name of supplier: Through Water Willy Management  |   |
| Justification for Rezoning Amendment: will be combined with other                                    |   |
| List the zoning of the other property in the vicinity of the property you wish to rezone:            |   |
| North I-1 South I-1 East AR-2 West A-R-1   |   |

| 1. Describe the current use of the property you wish to rezone.  Industrial Digt Pit and Vacant   |
|---|
|   |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  Not currently zoned?  |
|   |
| 3. Describe the use that you propose to make of the land after rezoning.  Industrial  |
|   |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  Industrial DiRt Pits  |
|   |
| 5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?  Hous Industrial Properties are               |
| al Reader under way   |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? |
| No.   |
| Applicant Signature:  |

## **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 1911 page 403 408   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.   |
| Owner's signature  |
| Print Name W Gregg Howze CEO Ans GarHay LL   |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
|  |
| Sworn and subscribed before me this 29th day of June, 20 22.   |
| Notary Public, State of Georgia  EXPIRES  GEORGIA  September 16, 2023  TAM COULTER  TO BLICK  TO |

## **AUTHORIZATION OF PROPERTY OWNER**

| I, W. Greas Howze, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is |
|--|
| sound mind and legal age deposes and states; That he/she is the owner of the property which is   |
| subject matter of the attached application, as is shown in the records of Effingham County, Georgia  |
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment  |
| Approval. I acknowledge and accept that I will be bound by the decision of the Board of  |
| Commissioners, including any conditions, if the application is approved.   |
| Name of Applicant/Agent: Cyrithia (Cindy) Howze  |
| Applicant/Agent Address: 144 Sau Marco Drive   |
| City: Typee Tsland State: GA Zip Code: 31328  Phone: 912-101e3-2288 Email: howzefive@gmail. com  |
| Phone: 912-101e3-2288 Email: howzefive@gMail.com   |
| Owner's signature  |
| Owner's signature Who CEO ANS GARHAYLLC  |
| Personally appeared before me W Gregg Howze (Owner print)  |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.                        |
| Sworn and subscribed before me this <u>29th</u> day of <u>June</u> , 20 <u>22</u> .  |
| Notary Public, State of Georgia  |
| GEORGIA )  |

Clock#: 1216350 FILED FOR RECORD 12/30/2009 01:09pm PAID: 24.00

Daniel W. Massey, Clerk Superior Court of Chatham County Superior Court

Chatham County, Georgia

ock#: 1215989 FILED FOR RECORD 12/29/2009 12:36pm PAID: 24.8

Daniel W. Massey, Clerk of Chatham County

Chatham County, Georgia

SPACE ABOVE THIS LINE FOR RECORDER

Inglesby, Falligant, Horne, Courington & Courington, P.C. P.O. Box 1368 Savannah, Georgia 31402-1368 File No.: 20094-132

Prepared By:

day of

THIS INDENTURE, made and entered into as of the between Springfield Investment Company, Inc. (hereinafter referred to as the "Grantor"), and AnsGarHay, LLC (hereinafter referred to collectively as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

#### WITNESSETH

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto said Grantee, all of its interest in and to all that tract or parcel of land lying and being located in Chatham County, Georgia, known as Pt of Parcel B, Sub of Pt Godley, Port Wentworth, Chatham County, Georgia, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

TOGETHER WITH ALL AND SINGULAR the buildings, dwellings, houses, outhouses, improvements, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever at law or in equity of the Grantor, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described and conveyed property and premises free and clear of any claim or claims by the said Grantor, or any person or persons claiming under or through it.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered this 17 day ke 2009 in the presence of:

Notary Public

My Commission Expires:

(NOTARIAL SE

Springfield Investment Company, Inc.

Attest

9

## NORTH WEST PORTION OF THE GODLEY NO. 2 TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1676.0 ACRES AND LYING AND BEING IN THE 8TH G.M.DISTRICT OF CHATHAM COUNTY AND THE 9 TH & 1159TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED BELOW AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE CENTER LINE INTERSECTION OF HODGEVILLE ROAD WITH GEORGIA HIGHWAY NO.30 THENCE \$74°35'37"W A DISTANCE OF 178.2 FEET TO A 1" IRON PIPE LOCATED ON THE SOUTHERN RIGHT-WAY LINE OF GEORGIA HIGHWAY NO.30, THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE \$12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IRON PIPE; THENCE S02°°00'58"W A DISTANCE OF 373.22 FEET TO A 1" IRON PIPE; THENCE S76°33'25"E A DISTANCE OF 563.70 FEET TO A 5/8" REBAR; THENCE \$76°53'25"E A DISTANCE OF 858,33 FEET TO A 3" IRON PIPE; THENCE S75°35'21"E A DISTANCE OF 141.23 FEET TO A 2" IRON PIPE; THENCE S75°36'11"E A DISTANCE OF 144.73 FEET TO A CONCRETE MONUMENT; THENCE S76°25'48"E A DISTANCE OF 127.69 FEET TO A 5/8" REBAR; THENCE \$84°34'37"E A DISTANCE OF 298.64 FEET TO A 1" IRON PIPE; THENCE N15°04'01"E A DISTANCE OF 583.12 FEET TO A 5/8" REBAR; THENCE S71°15'48"E A DISTANCE OF 409.68 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S71°12'55"E A DISTANCE OF 692,22 FEET TO A UNION BAG AND PAPER COMPANY MONUMENT; THENCE S04°10'11"W A DISTANCE OF 1049.64 FEET TO A 5/8" REBAR; THENCE S04°10'11"W A DISTANCE OF 25.0' FEET TO A POINT IN THE THREAD OF THE MAIN CHANNEL OF SAINT AUGUSTINE CREEK; THENCE CONTINUING ALONG SAID THREAD N86°12'56"W A DISTANCE OF 125.87 FEET TO POINT; THENCE CONTINUING ALONG SAID THREAD N53°38'03"W A DISTANCE OF 149.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N71°14'15"W A DISTANCE OF 319.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N79°31'26"W A DISTANCE OF 140.59 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N46°15'46"W A DISTANCE OF 116.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 884°31'06"W A DISTANCE OF 181.80 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N50°38'23"W A DISTANCE OF 205,11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S68°56'55"W A DISTANCE OF 177.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°56'42"W A DISTANCE OF 122.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N83°16'00"W A DISTANCE OF 85.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N37°45'41"W A DISTANCE OF 75.13 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N60°37'31"W A DISTANCE OF 237.73 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$82°19'17"W A DISTANCE OF 64.25 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N73°28'35"W A DISTANCE OF 176.83 FEET TO A POINT; THENCE CONTINUING

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ALONG SAID THREAD N49°22'49"W A DISTANCE OF 67.52 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N68°52'03"W A DISTANCE OF 212.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N33°41'06"W A DISTANCE OF 132.03 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N75°16'09"W A DISTANCE OF 107.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$53°28'50"W A DISTANCE OF 63.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N67°31'33"W A DISTANCE OF 162.28 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N82°22'37"W A DISTANCE OF 154.09 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$48°18'18"W A DISTANCE OF 74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N80°07'05"W A DISTANCE OF 129.71 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N58°35'34"W A DISTANCE OF 57.55 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$80°01'01"W A DISTANCE OF 54.44 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 865°28'30"W A DISTANCE OF 151.57 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 808°37'58"W A DISTANCE OF 170.79 FEET TO A POINT: THENCE CONTINUING ALONG SAID THREAD \$70°17'12"W A DISTANCE OF 287.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S78°27'53"W A DISTANCE OF 539.90 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°27'10"W A DISTANCE OF 474.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$82°30'12"W A DISTANCE OF 503.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$82°22'12"W A DISTANCE OF 410.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$78°34'51"W A DISTANCE OF 382.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S71°10'21"W A DISTANCE OF 318.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 871°06'23"W A DISTANCE OF 376.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S70°09'13"W A DISTANCE OF 418.14 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 566°18'40"W A DISTANCE OF 279.18 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S67°00'58"W A DISTANCE OF 317.16 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S66°06'35"W A DISTANCE OF 279.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$71°19'38"W A DISTANCE OF 196.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S42°04'20"W A DISTANCE OF 170.76 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 841°18'45"W A DISTANCE OF 274.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$42°51'11"W A DISTANCE OF 48.25 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N66°05'21"W A DISTANCE OF 23.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N75°28'47"W A DISTANCE OF 79.97 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$80°13'09"W A DISTANCE OF 166.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S88'28'54"W A DISTANCE OF 361.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$56°35'08"W A DISTANCE OF 114.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S35°40'44"W A DISTANCE OF 219.27 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$15'21'49"W A DISTANCE OF 195.47 FEET TO A POINT; THENCE CONTINUING

ALONG SAID THREAD \$77°13'17"W A DISTANCE OF 83.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$63°27'46"W A DISTANCE OF 218.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 860°31'48"W A DISTANCE OF 190.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S31°47'16"W A DISTANCE OF 109.65 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N87°50'47"W A DISTANCE OF 145.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S75°24'01"W A DISTANCE OF 53.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°07'35"W A DISTANCE OF 100.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$39°29'15"W A DISTANCE OF 154.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S53°19'44"W A DISTANCE OF 87.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$59°05'39"W A DISTANCE OF 494.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N64°43'08"W A DISTANCE OF 85.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S61°21'05"W A DISTANCE OF 241.65 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$63°12'26"W A DISTANCE OF 101.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$13°37'18"W A DISTANCE OF 161.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$50°56'29"W A DISTANCE OF 109.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$11°54'05"W A DISTANCE OF 57.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$27°57'41"E A DISTANCE OF 79.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S28°37'57"W A DISTANCE OF 359.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$46°35'27"W A DISTANCE OF 99.45 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$14°55'39"W A DISTANCE OF 105.36 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S55°29'55"W A DISTANCE OF 202.83 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S17°48'10"W A DISTANCE OF 103.05 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$57°38'33"W A DISTANCE OF 160.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S50°36'25"W A DISTANCE OF 226.50 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°11'33"W A DISTANCE OF 74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$17°43'36"W A DISTANCE OF 148.29 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S26°25'26"W A DISTANCE OF 234.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$11°51'06"W A DISTANCE OF 27.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$41°54'20"W A DISTANCE OF 458.62 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$13°02'27"E A DISTANCE OF 66.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$50°49'57"W A DISTANCE OF 47.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$23°35'50"W A DISTANCE OF 136.14 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 844°56'35"W A DISTANCE OF 132.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$13°59'49"E A DISTANCE OF 111.46 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S21°26'05"E A DISTANCE OF 100.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S08°21'37"W A DISTANCE OF 227.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°21'05"W A DISTANCE OF 302.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$15°07'57"E A DISTANCE OF 168.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S21°43'12"W A DISTANCE OF 273.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S51°53'32"W A DISTANCE OF 105.50 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S29°34'09"W A DISTANCE OF 118.10 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$32°43'04"W A DISTANCE OF 529.77 FEET TO A POINT; THENCE CONTINUIN€ ALONG SAID THREAD S74°44'52"W A DISTANCE OF 289.79 FEET TO A POINT? THENCE CONTINUING ALONG SAID THREAD \$40°33'54"W A DISTANCE OF 551.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD \$23°54'52"W A DISTANCE OF 302.08 FEET TO A POINT; THENCE CONTINUIN€ ALONG SAID THREAD S52°16'52"W A DISTANCE OF 210.97 FEET TO A POINT THENCE CONTINUING ALONG SAID THREAD S24°36'08"W A DISTANCE OF CO 201.09 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S44°19'48"W A DISTANCE OF 222.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S08°46'35"W A DISTANCE OF 205.89 FEET TO A POINT; THENCE DEPARTING SAID THREAD OF SAINT AUGUSTINE CREEK N86°57'32"W A DISTANCE OF 824.07 FEET TO A 5/8" REBAR; THENCE N88°06'20"W A DISTANCE OF 1658.58 FEET TO A CONCRETE MONUMENT; THENCE S01°30'12"W A DISTANCE OF 541.84 FEET TO A 5/8" REBAR; THENCE N87°43'17"W A DISTANCE OF 1503.84 FEET TO A 1" IRON PIPE; THENCE N87°42'34"W A DISTANCE OF 121.34 FEET TO A 1" IRON PIPE; THENCE N87°19'24"W A DISTANCE OF 128.16 FEET TO A 1" IRON PIPE; THENCE N88°09'02"W A DISTANCE OF 114.42 FEET TO A 1" IRON PIPE; THENCE N87°52'33"W A DISTANCE OF 121.41 FEET TO A 1" IRON PIPE; THENCE N02°28'27"E A DISTANCE OF 308.11 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N86°10'05"W A DISTANCE OF 1412.98 FEET TO A 2" IRON PIPE; THENCE N87°49'30"W A DISTANCE OF 992.78 FEET TO A LIGHT WOOD HUB; THENCE \$79°31'13"W A DISTANCE OF 712.14 FEET TO A 5/8" REBAR; THENCE S80°19'09"W A DISTANCE OF 1101.57 FEET TO A CONCRETE MONUMENT; THENCE N16°42'41"E A DISTANCE OF 3180.79 FEET TO A CONCRETE MONUMENT; THENCE S85°20'19"E A DISTANCE OF 273.28 FEET TO A LIGHT WOOD HUB; THENCE N35°08'44"E A DISTANCE OF 1120.66 FEET TO A CONCRETE MONUMENT; THENCE \$88°47'40"E A DISTANCE OF 448.82 FEET TO A CONCRETE MONUMENT; THENCE \$88°48'19"E A DISTANCE OF 428.14 FEET TO A CONCRETE MONUMENT; THENCE N64°08'53"E A DISTANCE OF 399.94 FEET TO A CONCRETE MONUMENT; THENCE N56°07'14"E A DISTANCE OF 49.60 FEET TO A CONCRETE MONUMENT; THENCE N56°08'00"E A DISTANCE OF 500.62 FEET TO A CONCRETE MONUMENT; THENCE N56°07'45"E A DISTANCE OF 335.26 FEET TO A LIGHT WOOD HUB; THENCE N06°39'41"W A DISTANCE OF 343.39 FEET TO A CONCRETE MONUMENT; THENCE N01°12'59"E A DISTANCE OF 171.83 FEET TO A CONCRETE MONUMENT; THENCE N19°15'43"W A DISTANCE OF 284.49 FEET TO A CONCRETE MONUMENT; THENCE N19°18'01"W A DISTANCE OF 359.83 FEET TO A CONCRETE MONUMENT; THENCE N19°09'43"W A DISTANCE OF 240.59 FEET TO A CONCRETE MONUMENT; THENCE N19°30'25"W A DISTANCE OF 60.33

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FEET TO A CONCRETE MONUMENT; THENCE N20°25'27"W A DISTANCE OF 693.42 FEET TO A 5/8" REBAR; THENCE N18°10'40"W A DISTANCE OF 540.87 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N06°23'16"E A DISTANCE OF 196.45 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S74°19'03"E A DISTANCE OF 1256.14 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N16°17'32"E A DISTANCE OF 861.26 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE 🗢 S69°27'35"E A DISTANCE OF 38.11 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE \$40°29'56"E A DISTANCE OF 622.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE 840°39'56"E A DISTANCE OF 242.22 FEET TO A UNION € BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N85°14'14"E DISTANCE OF 119.07 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT: THENCE N77°40'45"E A DISTANCE OF 303.05 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N47°19'18"E A DISTANCE OF 115.78 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N73°17'22"E A DISTANCE OF 626.75 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N15°41'22"E A DISTANCE OF 594.41 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N27°04'45"E A DISTANCE OF 340.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N52°27'44"E A DISTANCE OF 352.35 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N13°55'56"E A DISTANCE OF 799.38 FEET TO A CONCRETE MONUMENT; THENCE N14"49'27"E A DISTANCE OF 229.24 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N69°18'57"E A DISTANCE OF 598.46 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE \$89°09'18"E A DISTANCE OF 198.33 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S19°56'47"E A DISTANCE OF 330.39 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE \$20°51'59"E A DISTANCE OF 857.34 FEET TO A 5/8" REBAR; THENCE S 19°31'59" E A DISTANCE OF 311.52 FEET TO A 5/8" REBAR; THENCE \$24°00'59"E A DISTANCE OF 203.28 FEET TO A 5/8" REBAR; THENCE \$20°44'59"E A DISTANCE OF 1735.80 FEET TO A 5/8" REBAR; THENCE \$20°27'59"E A DISTANCE OF 1011.78 FEET TO A 5/8" REBAR; THENCE 820°32'59"E A DISTANCE OF 986.70 FEET TO A 5/8" REBAR; THENCE \$20°28'59"E A DISTANCE OF 238.26 FEET TO A LIGHT WOOD HUB; THENCE N65°02'22"E A DISTANCE OF 281.82 FEET TO A 5/8" REBAR; THENCE N58°44'22"E A DISTANCE OF 226.38 FEET TO A 5/8" REBAR; THENCE N47°51'22"E A DISTANCE OF 596.64 FEET TO A 5/8" REBAR; THENCE N47°32'22"E A DISTANCE OF 743.82 FEET TO A 5/8" REBAR; THENCE N47°27'22"E A DISTANCE OF 446.82 FEET TO A 5/8" REBAR; THENCE N48°57'22"E A DISTANCE OF 269.94 FEET TO A 5/8" REBAR; THENCE N48°06'22"E A DISTANCE OF 526.02 FEET TO A 5/8" REBAR; THENCE N48°04'26"E A DISTANCE OF 93.11 FEET TO A 1/2" REBAR; THENCE N48°05'10"E A DISTANCE OF 894.91 FEET TO A 5/8" REBAR; THENCE N48°01'10"E A DISTANCE OF 545.16 FEET TO A 5/8" REBAR; THENCE

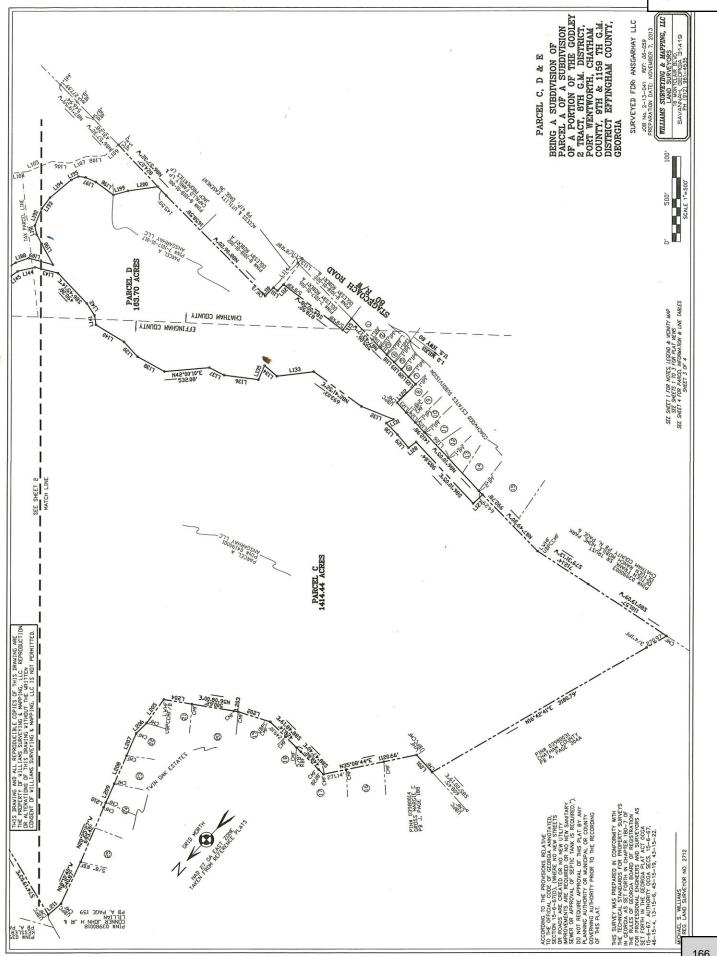
N48'31'10"E A DISTANCE OF 268.39 FEET TO A CONCRETE MONUMENT; THENCE N50°01'23"E A DISTANCE OF 239.16 FEET TO A 5/8" REBAR; THENCE N47°35'55"E A DISTANCE OF 925.22 FEET TO A CONCRETE MONUMENT; THENCE N48°10'24"E A DISTANCE OF 578.25 FEET TO A CONCRETE MONUMENT; THENCE N47°08'32"E A DISTANCE OF 974.56 FEET TO A CONCRETE MONUMENT; THENCE N47°38'47"E A DISTANCE OF 421.84 FEET TO A CONCRETE MONUMENT; THENCE N48°19'46"E A DISTANCE OF 275.67 FEET TO A CONCRETE MONUMENT; THENCE N47°20'12"E A DISTANCE OF 798.07 FEET TO A CONCRETE MONUMENT; THENCE N47°37'01"E A DISTANCE OF 295.13 FEET TO A CONCRETE MONUMENT; THENCE N48°03'08"E A DISTANCE OF 383.04 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 30; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 361.79 FEET TO A 5/8" REBAR SAID CURVE HAVING A RADIUS OF 5689.58 FEET, WITH A CHORD BEARING OF S84°30'29"E AND A CHORD LENGTH OF 361.72 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE \$84°06'28"E A DISTANCE OF 176.07 FEET TO A 5/8" REBAR; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 324.08 FEET TO A POINT SAID CURVE HAVING A RADIUS OF 4979.56 FEET, WITH A CHORD BEARING OF \$86°52'21"E AND A CHORD LENGTH OF 324.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE \$00°52'30"W A DISTANCE OF 10.00 FEET TO A 5/8" REBAR; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE \$89°07'30"E A DISTANCE OF 1755.13 FEET TO A 1" IRON PIPE, THE POINT OF BEGINNING.

#### LESS AND EXCEPT:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in Chatham County, Georgia and being known and designated as a 5.14 acre portion of I.P.R.C. Godley #2 Tract as shown on that certain map or plat entitled "Stagecoach Recombination, a Recombination of The Hopkins Tract and A Portion of the International Paper Realty Corporation's Godley #2 Tract," dated September 3, 2008, made by Vincent Helmly, GRLS No. 1882, and recorded in Plat Book 41P, Page 36, in the Office of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description, reference is hereby made to the aforesaid subdivision map, which is specifically incorporated herein and made a part hereof. This conveyance is made subject to all zoning ordinances, easements, restrictive covenants and rights of way of record affecting said described property.

#### AND

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND CONTAINING 77.7 ACRES LYING AND BEING IN THE 8TH GM DISTRICT, CHATHAM COUNTY GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  $\infty$ COMMENCING AT A POINT LOCATED AT THE INTERSECTION HODGEVILLE ROAD, AND GEORGIA HIGHWAY 30; THENCE S74°35'37"W A DISTANCE OF 178 FEET TO A 1" IPF LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE GEORGIA HIGHWAY 30 THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IPF; THENCE S34°31'51"W A DISTANCE OF 580.01 FEET TO A 5/8" REBAR; THENCE N87°28'09"W A DISTANCE OF 2160.00 FEET TO A 5/8" REBAR; THENCE N14°28'09"W A DISTANCE OF 698.53 FEET TO A 5/8" REBAR; THENCE N49°06'15"E A DISTANCE OF 1050.53 FEET TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 319.03 FEET TO A 5/8" REBAR, SAID CURVE HAVING A RADIUS OF 4979.56 FEET, WITH A CHORD BEARING OF S86'54'06"E, WITH A CHORD LENGTH OF 318.98 FEET; THENCE CONTINUING THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S'52'30"W A DISTANCE OF 10.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S89°07'30"E A DISTANCE OF 1755.13 FEET TO A 1" IPF THE POINT OF BEGINNING. THIS 77.7 ACRES BEING SHOWN ON A MAP OR PLAT DESCRIBED AS "PARCEL A & B BEING A SUBDIVISION OF A PORTION OF THE GODLEY 2 TRACT, 8TH GM DISTRICT, PORT WENWORTH, CHATHAM COUNTY, 9TH & 1159TH G.M. DISTRICT EFFINGHAM COUNTY, GEORGIA", SURVEYED FOR ROY PATEL BY WILLIAMS AND ASSOCIATES, INC., LAND SURVEYORS, DATED NOVEMBER 14, 2006 AND RECORDED IN PLAT BOOK 37-S, PAGE 28A, CHATHAM COUNTY, GEORGIA PUBLIC RECORDS. FOR A MORE PARTICULAR DESCRIPTION, REFERENCE IS MADE TO THE AFOREMENTIONED PLAT FILED OF RECORD.







# **Environmental Health**

#### **Coastal Health District**

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350 Springfield, Georgia 31329 Phone: 912-754-6850 | Fax: 912-754-0078

August 16, 2022

Effingham County Zoning Board Springfield, GA 31329

Re: Rezoning Amendment

Cynthia Howze

108 Godley Road, Rincon GA 31326

Pin: 419-1A

Total Acres: 72.15 Acres to be rezoned: 72.15

#### To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

- 1. Completed Subdivision Application.
- 2. Completed Plat Review Application.
- 3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
- 4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

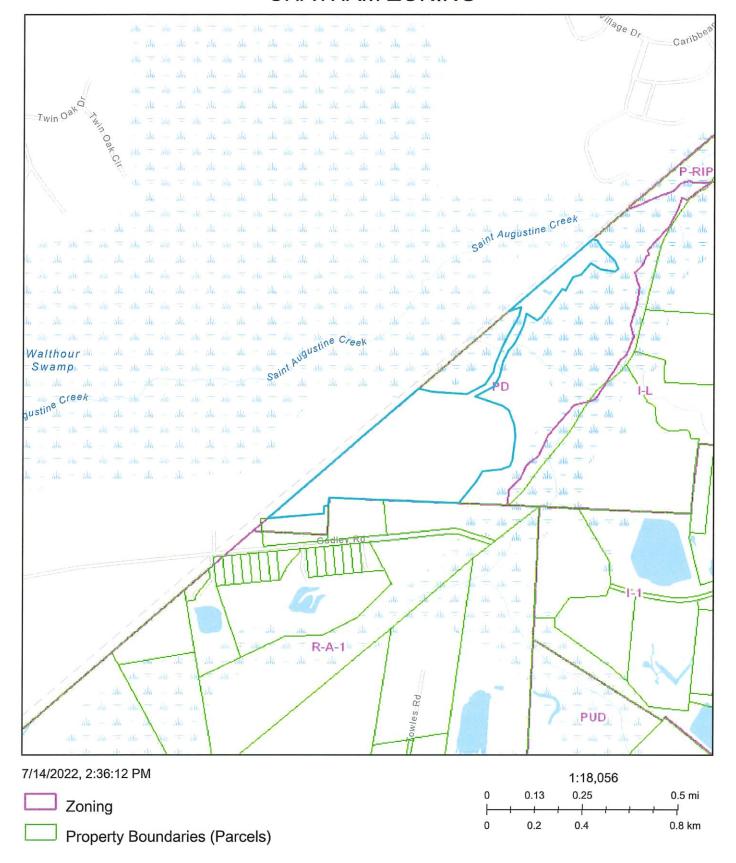
Darrell M. O'Neal, MPA

Darrell M. Orgal

Environmental Health County Manager

Effingham County Health Department

## **CHATHAM ZONING**



Esri Community Maps Contributors, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, SAGIS

PARID: 71017 01017 ANSGARHAY LLC

HIGHWAY 30

#### **Tax Commissioner Summary**

Status

**ACTIVE** 

Alternate ID

Bill #

Tax District/Description

070-PORT WENTWORTH

Legal Description

E PT OF PARCEL D SUB OF PARCEL A BEING PT OF THE GODLEY 2 TRACT

Appeal Status

#### **Parcel Status**

Parcel Status Deferral Exist Years Support

Total Millage Rate 33.8340

Active

No

**Parcel Information** 

Property Class

Mortgage Company Exemptions A5 - Agricultural Large Tracts

#### **Most Current Owner**

Current Owner

Co-Owner

Care Of

Mailing Address

ANSGARHAY LLC

130 SAN MARCO DR TYBEE ISLAND GA 31328

#### Digest Owner (January 1)

Owner

Co-Owner

Care Of

Mailing Address

ANSGARHAY LLC

130 SAN MARCO DR TYBEE ISLAND GA 31328

#### Tax (Penalties and Interest Included through Current Date)

| Year | Cycle  | Billed    | Paid       | Due      |
|------|--------|-----------|------------|----------|
| 2022 | 1      | 1,353.46  | 0.00       | 1,353.46 |
| 2021 | 1      | 2,720.82  | -2,720.82  | 0.00     |
| 2020 | 1      | 2,792.15  | -2,792.15  | 0.00     |
| 2019 | 1      | 4,201.20  | -4,201.20  | 0.00     |
| 2018 | 1      | 3,716.08  | -3,716.08  | 0.00     |
| 2017 | 1      | 5,110.85  | -5,110.85  | 0.00     |
| 2016 | 1      | 2,918.24  | -2,918.24  | 0.00     |
| 2015 | 1      | 3,427.11  | -3,427.11  | 0.00     |
|      | Total: | 26,239.91 | -24,886.45 | 1,353.46 |

#### **Payment Information**

| Payment    |
|------------|
| Sequence   |
| 4163706462 |

User ID Location PFLATSON-1300

CASHIER

Effective Date Source 12/09/2021 W Business Date Pymt Type 12/09/2021 P21 Payment Applied \$2,720.82

Tolerance/ Overpayment \$0.00

\$0.00

Payment Methods CHECK/2,720.82 Total Payment \$2,720.82

**Payer Details** 

#### STATE OF GEORGIA EFFINGHAM COUNTY

# AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A

#### 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, ANSGARHAY, LLC, has filed an application to rezone eight (8.0) +/- acres; from AR-1 to

I-1 for a surface mine; map and parcel number 419-1A, located in the 2<sup>nd</sup> commissioner district, and

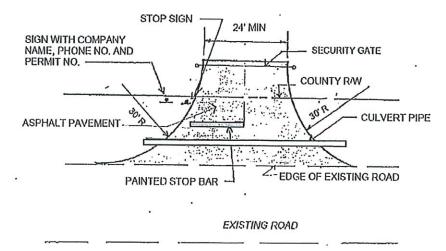
WHEREAS, a public hearing was held on October 20, 2020 and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and

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 September 9, 2020; and

IT IS HEREBY ORDAINED THAT eight (8.0) +/- acres; map and parcel number 419-1A, located in the 2<sup>nd</sup> commissioner district, is rezoned from AR-1 to I-1 with the following stipulations:

- 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
- Development shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
- 3. Business operator meets the requirements of Chapter 74 Traffic, Sec. 74-8 Designated Truck Routes,
- Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- 6. The subdivision plat must be approved by the Zoning Administrator.
- 7. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, a minor recombination subdivision plat shall be submitted to the County and the zoning of the property shall revert to AR-1.
- 8. Entrance drive/road into surface mine property is to be paved from edge of existing road (paved or unpaved) to County right of way or to radius point. Pavement is to be at minimum 8" thick graded aggregate base course with 3" thick asphalt surface course.
- 9. Pavement section is to be 24 ft minimum width at County right of way, with a 30 ft radius on each side.
  - a. Figure 1 of this section illustrates the surface mine entrance road requirements.





- 10. A driveway culvert is to be installed if the right of way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right of way.
- 11. The surface mine operator must install a sign facing the County road. The sign will include the following information:
  - a. Surface mine company name
  - Surface mine company phone number
  - c. Surface mine's EPD permit number
- 12. "Trucks Entering Road" signs are also to be installed at locations to be determined by the County Engineer. A "Stop" sign is to be placed in the right of way to control trucks entering a County road from the surface mine operation.
- 13. Surface mine operator to maintain and keep clean the paved section within the County right of way, and the immediate area of the County road at the surface mine entrance.
- 14. Access into the surface mine property is to be secured with a locked gate that prevents access during non-business hours.
- 15. No trucks shall enter or exit the surface mine on any road in Effingham County. Access to the surface mine shall be limited to the easement in Chatham County.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This 3rd day of November, 20 20

BOARD OF COMMISSIONERS

EFFINGHAM COUNTY, GEORGIA

SLEYM, CORBITT, CHAIRMAN

FIRST/SECOND READING: 10/20/2020 11/03/2020

VIE D. JOHNSON COUNTY CLERK

Dennis G. Baxter Mayor

J. Raymond Dickey
City Attorney

Charles D. Akridge City Administrator

Jennifer D. Scholl
City Clerk



# City of Bloomingdale

Post Office Box 216 Bloomingdale, Georgia 31302 Ernest Grizzaru, St.

Item XII. 2.

Terry W. Jones

J

Jimmy Kerby

Glenda Key David Otakie

Rodney C. West

City Council

August 5, 2022

Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329



Dear Teresa:

Please accept this correspondence as official notice that the City of Bloomingdale is in opposition to the zoning proposal on the Godley Road property. A speculative industrial land use that could include warehousing or container storage in that area and its impact on a City of Bloomingdale road is not feasible.

In addition, the City Council is in the process of considering a City Ordinance prohibiting truck traffic from traveling on the City owned portion of Godley Road and other roads in the area such as Stagecoach Road.

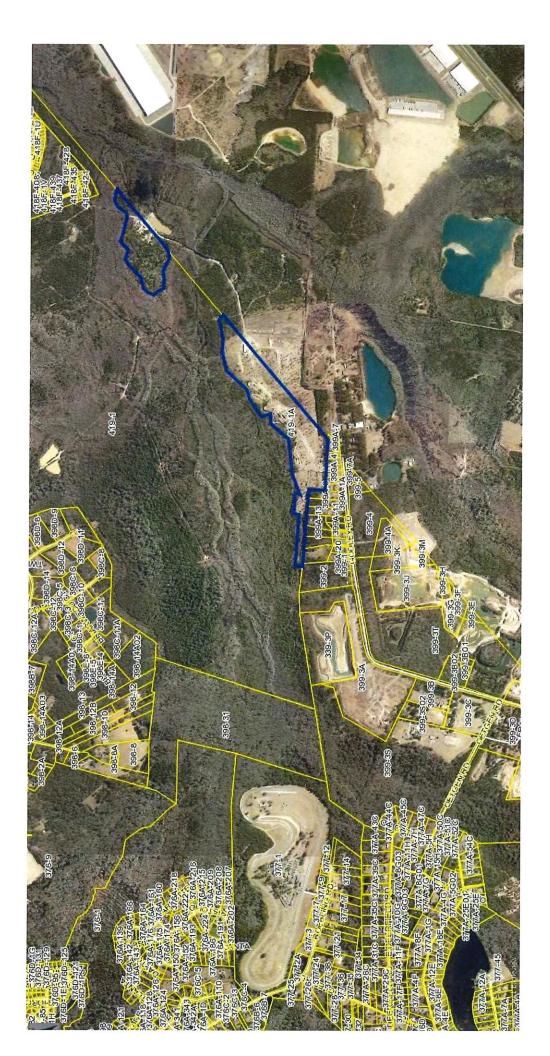
Please consider the City Council's opposition to this zoning proposal and deny the proposal in its current form. Thank you for your consideration.

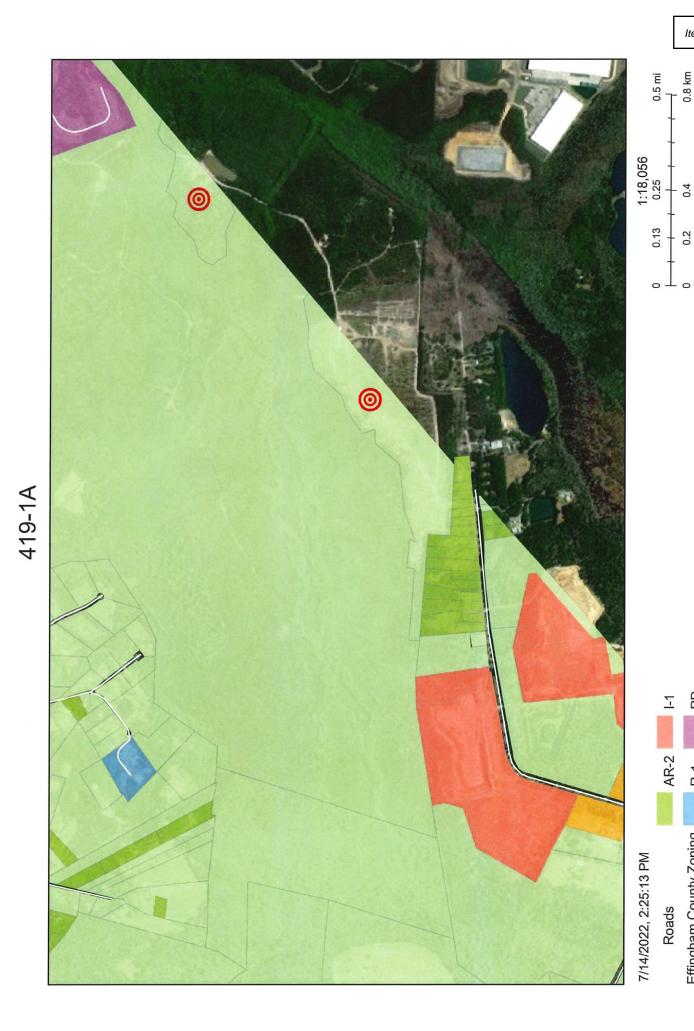
Sincerely,

Charles D. Akridge, City Administrator

CC: Mayor Baxter and City Council Raymond Dickey, City Attorney

Eric Lawson, Effingham County Assistant County Manager





ArcSIS Web AppBuilder Maxer | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data-download.html |

Maxar

PD

R-1 R-4

Effingham County Zoning

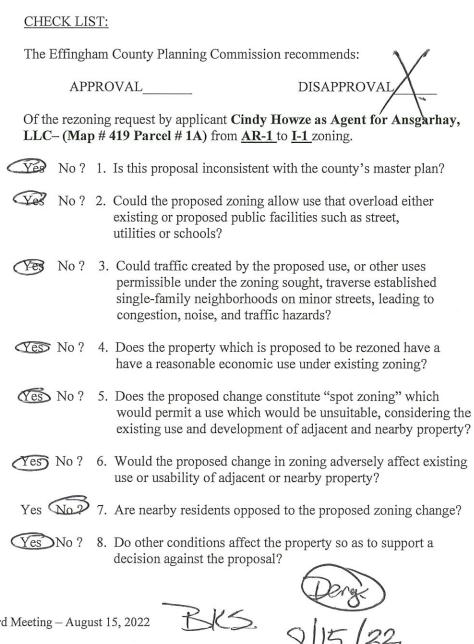
AR-1

175

#### 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:



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#### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant Cindy Howze as Agent for Ansgarhay, LLC-(Map # 419 Parcel # 1A) from AR-1 to I-1 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?

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?

4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

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?

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?

8. Do other conditions affect the property so as to support a decision against the proposal?



#### 9.5 <u>EFFINGHAM COUNTY REZONING CHECKLIST</u>

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- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
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| APPROVAL | DISAPPROVAL |
|----------|-------------|
|          |             |

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8. Do other conditions affect the property so as to support a decision against the proposal?

DB

ho orth

Planning Board Meeting - August 15, 2022

No?

Item XII. 2.



# <u>CITY OF PORT WENTWORTH</u>

7224 Highway 21 | Port Wentworth, Georgia 31407 Phone (912) 964-4379 | Fax (912) 966-7429 www.cityofportwentworth.com

14 August, 2020

#### ELECTED OFFICIALS

MAYOR Gary Norton

COUNCIL MEMBERS
Thomas Barbee, At-Large
Lynwood Griner, District 3
Donald Hodges, District 1
Glenn Jones, District 4
Linda Smith, At-Large
Mark Stephens, District 2

INTERIM CITY
ADMINISTRATOR
Phil Jones

RE: PIN: 71017 01017, property of Ansgarhay, LLC

To Whom It May Concern,

Please consider this letter OFFICIAL NOTICE that the property owner has zoning approval to proceed with plans for a borrow pit on the subject property, in accordance with State, Local, and Federal law / permitting requirements.

Sincerely,

J. Brian Harvey, CBO, CFM

Director of Development Services City of Port Wentworth, Georgia

Office: (912) 999-2084

bharvey@cityofportwentworth.com

#### Teresa Concannon

From:

howzefive <howzefive@aol.com>

Sent:

Tuesday, September 6, 2022 10:51 AM

To:

Teresa Concannon

Subject:

EXTERNAL:RE: FW: BOC agendas for September 6, 2022

As per our phone conversation today, please postpone my(Ansgarhay) rezoning application on Godley Road until November 1st. Thank you.

Sent from my Galaxy

----- Original message -----

From: Teresa Concannon < TConcannon @EffinghamCounty.org>

Date: 9/2/22 12:34 PM (GMT-05:00)

To: howzefive <howzefive@aol.com>, howzefive@gmail.com

Subject: FW: BOC agendas for September 6, 2022

The September 6 BOC agenda is attached. Let me know if you intend to postpone the public hearing for the Godley Rd rezoning.

Teresa Concannon, AICP

Planning & Zoning Manager

Effingham County Board of Commissioners

804 S Laurel Street

Springfield, GA 31329

tconcannon@effinghamcounty.org

From: Stephanie Johnson

Sent: Friday, September 2, 2022 8:30 AM

To: Stephanie Johnson <SJohnson @EffinghamCounty.org>

Subject: BOC agendas for September 6, 2022

Good morning,



Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning Manager

**Department:** Development Services **Meeting Date:** December 6, 2022

Item Description: Cindy Howze as Agent for Ansgarhay, LLC requests to rezone 72.15 acres from AR-

1 to I-1, to allow for future industrial use. Located at 108 Godley Road. Map# 419 Parcel# 1A

## **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 72.15 acres from **AR-1** to **I-1**, to allow for future industrial use.

# **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines accessing Godley Road. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020.
- This parcel is partially located in Chatham County (Port Wentworth). Port Wentworth submitted a letter certifying that the portion in their jurisdiction is zoned for surface mining.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used in the past as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The Effingham County portions of the parent parcel are narrow, and would be substantially covered by 300' buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use, or if Effingham roads are impacted.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to deny the request to rezone 72.15 acres from AR-1 to I-1. The motion was seconded by Alan Zipperer, and approved by four members. Dave Burns opposed.
- At the September 6, 2022 meeting, the Board postponed this item until November 1.
- At the November 1, 2022 meeting, the Board postponed this item until December 6, to allow time for the submittal of a concept plan.

#### **Alternatives**

- **1. Approve** the request to **rezone** 72.15 acres from **AR-1** to **I-1**, with conditions:
  - 1. The parcel must be combined with a parcel that has frontage on Godley Road.
  - 2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
  - 3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
  - 4. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
  - 5. All wetland impacts must be approved and permitted by USACE.
  - 6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
  - 7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.
- 2. Deny the request to rezone 72.15 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A Attachments: 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

Thic

COUNTY CLERK

#### AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A

#### 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 HOWZE AS AGENT FOR ANSGARHAY, LLC has filed an application to rezone seventy-two and fifteen hundredth (72.15) +/- acres; from AR-1 to I-1 to allow for industrial use; map and parcel number 419-1A, located in the 1st & 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on July 27, 2022; and

IT IS HEREBY ORDAINED THAT seventy-two and fifteen hundredth (72.15) +/- acres; map and parcel number 419-1A, located in the 1st & 2nd commissioner district is rezoned from AR-1 to I-1, with the following conditions:

- 1. The parcel must be combined with a parcel that has frontage on Godley Road.
- 2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
- 3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
- 4. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
- 5. All wetland impacts must be approved and permitted by USACE.
- 6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.

20

7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

| This d           | ay of | , 20 |   |
|------------------|-------|------|---|
|                  |       |      | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                  |       |      | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:          |       |      | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSC | )N    |      |   |

#### **Staff Report**

**Subject:** Rezoning (Fourth District)

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: The McGraley Co. requests to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow

for a surface mine. Located on McCall Road Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24

# **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine

## **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both McCall Road & Racepath Road. Neither road is a designated truck route.
- The applicant has submitted an application for Map/Parcel 391-11C for a pond less than one acre in size. The submitted site plan shows the pond inside the proposed surface mine area.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 1. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 2. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 3. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 4. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- And the added condition:
  - 5. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Reggie Loper made a motion
  to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to
  allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to
  address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 8-10 to Alternative 1 in response to the tabling.

Item XII. 4.

#### **Alternatives**

- **1. Approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  - 7. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
  - 8. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  - 9. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  - 10. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
- 2. Deny the request to rezone 65.29 of 97.36 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Rezoning application and checklist 3. Plat 5. Deed

2. Ownership certificate/authorization 4. Aerial photograph

# ATTACHMENT A - REZONING AMENDMENT APPLICATION

|                                    |                                     |                                | Application                              | Date: <u>9-12-22</u>   |            |
|------------------------------------|-------------------------------------|--------------------------------|--|--|------------|
| Applicant/Agent: The Mo            | Graley Co Log                       | an Hurst                       |  |  |            |
| Applicant Email Address: _         |                                     |                                | ld, GA 31329                             | )  |            |
|                                    |                                     |                                |  | othemcgraleyco.com   |            |
| Applicant Mailing Address:         |                                     |                                |  |  | -          |
| City:                              |                                     | _ State:                       | Zip Co                                   | ode:   | _          |
| Property Owner, if differen        | t from above: Cha                   | arles Laytor<br>Include Signed | 1<br>& Notarized Auth                    | orization of Property Owner                                      | _          |
| Owner's Email Address (if          | known):                             |                                |  |  | _          |
|                                    | Phone #                             |                                |  | _  |            |
| Owner's Mailing Address: _         | 127 Mill Court, F                   | Rincon, GA                     | 31326                                    |  | -          |
| City:                              |                                     | _ State:                       | Zip C                                    | ode:   | _          |
| Property Location: _ 2075          | McCall Road                         |                                |  |  | _          |
| Proposed Road Access: M            | Call Road - pave                    | ed county ro                   | oadway                                   |  | =          |
| Present Zoning of I                | Property: AR-1 03910011C00 04120024 | Cotal Acres: 5                 | Proposed Zo<br>30.65 ac<br>50.94 acAcres | oning: 1-1, cond use - su<br>22.46 ac<br>to be Rezoned: 27.06 ac | rface mine |
| Lot Characteristics: fields, owner | 03910011F00<br>woodland, and p      | -                              | 15.77 ac                                 | 15.77 ac   | -          |
| WATER                              |                                     | SEWE                           | ER                                       | *no septic or well is no<br>for the surface mine us              |            |
| XPrivate Well                      |                                     | X                              | Private Septic S                         |  |            |
| Public Water System                |                                     |                                | Public Sewer Sy                          | ystem  |            |
| If public, name of supplier:       |                                     |                                |  |  | -          |
| Justification for Rezoning         | Amendment: Surf                     | ace mine                       | E  |  |            |
| List the zoning of the other       | property in the vic                 | inity of the p                 | property you wi                          | sh to rezone:  |            |
| North AR-1                         | South AR-1<br>/R-1/<br>AR-2         | _ East _AR-1                   | 1 West <u>/</u>                          | AR-1   |            |

Rev 05052021

| <ol> <li>Describe the current use of the prope<br/>Woodland and field</li> </ol>               | rty you wish to rezone.  |
|--|--|
| Woodiand and neid  |  |
|  | e have a reasonable economic use as it is currently zoned?   |
| Yes, for agriculture and timber  |  |
| 3. Describe the use that you propose to  | make of the land after rezoning.   |
| Construct a surface mine to remove   | ve dirt for construction. Dirt to be   |
| used for Effingham Parkway.  |  |
| 4. Describe the uses of the other proper Woodland, wetland, fields and la                      | ty in the vicinity of the property you wish to rezone?   |
|  |  |
| 5. Describe how your rezoning proposal development of adjacent and nearby pro                  | I will allow a use that is suitable in view of the uses and perty?   |
| Similar use to many properties in  | the area.  |
|  |  |
| 6. Will the proposed zoning change resuburdensome use of existing streets, trans               | alt in a use of the property, which could cause an excessive or portation facilities, utilities, or schools? |
| No burdensome use of streets, uti-<br>provided by a paved county road.<br>traffic to the site. | lities, or schools. Access is There will be an increase in   |
|  |  |
|  |  |
| Applicant Signature:   | Date   |

# AUTHORIZATION OF PROPERTY OWNER

| I. Charles Layton by Dea sound mind and legal age d subject matter of the attached       | eposes and states; Ti | hat he/she is | the owner of                                | the property which is                  |
|--|-----------------------|---------------|---|--|
| I authorize the person name<br>Approval. I acknowledge a<br>Commissioners, including any | nd accept that I w    | ill be bound  | by the decisi                               | Rezoning Amendmen<br>on of the Board o |
| Name of Applicant/Agent: _   | Charles Layton by     | Deanna Go     | ssett EXC                                   |  |
| Applicant/Agent Address:   | 27 Mill Court         |               |   |  |
| City: Rincon   | Sta                   | GA ate:       | Zip Code: _                                 | 31326                                  |
| Phone: 912-658-1263  | Email:                |               | @yahoo.com                                  |  |
| Personally appeared before m<br>Who swears before that the in                            |                       |               |   | A 7                                    |
| of his/her knowledge and beli  | ef.                   |               |   |  |
| Sworn and subscribed before  | me this _\o           | day of        | ·Pt   | 20 22 .                                |
| Notary Public, State o   | f Georgia             | THE GOLD OF   | ALEXADORA DE PROPINS DE PROPINS DE 17, 2024 |  |

BOOK

01872

2009 JUL 31 PM 2: 48

Effinghem County, Georgia

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P. O. BOX 385 SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 31ST day of JULY, 2009, between CHARLES B. LAYTON, II, Individually and CHARLES B. LAYTON, II as Executor of the Last Will and Testament of ERNEST C. RAHN, deceased, of the FIRST PART, and CHARLES A. LAYTON 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 grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Fourteen and Seventy-Eight Hundredths (14.78) acres, more or less, and being bounded on the Northeast by lands of the Estate of Ernest C. Rahn; on the Southeast by lands of the Estate of Ernest C. Rahn and by lands of Smith; on the Southwest by lands of Smith, by the McCall county public road, known as County Road No. 176, by lands of Bobby Macke, and again by the McCall public road, and on the Northwest by lands of Glenn Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated June 22, 2009 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide (2) + 2, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, casements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

(SEAL)

CHARLES B. LAYTON, IL Individually

Signed, sealed and delivered

if the presence of:

Unofficial Witness

(SEAL)

CHARLES B. LAYTON, II, as Executor of the Last Will and Testament of Ernest C. Rahn, deceased

Official Witness - Notary Public

bp

R. EDWARD REDDICK, JR. Notary Public, Effingham County, Georgia My Commission Expires August 23, 2010

FILED FOR RECORD Effingham County, Georgia Real Entata Transfer Tax

Pald \$ . 6-5-2013 Dato Clore of Superior Co. 02 496 60 0892 2013 JUN -5 AM 9: 14

PAGE

EUZABETH Z. HURSEY CLERK E.C.C.S.C.

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P. O. BOX 385 SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

BOOK

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 grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that tract or parcel of land situate, lying and being in the 9th C.M. District of Effingham County, Georgia, containing Fifteen and Seventy-Seven Hundredths [15.77] acres, more or less, and being known and designated as Parcel One (1) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North-Northeast by Race Path Road and by Parcel 2; on the East by lands of Charles A. Layton; on the South-Southwest by lands of Charles A. Layton, and on the West-Northwest by lands of Glen B. Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated October 30, 2012 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 114-F-1 for better determining the metes and bounds of said lands herein conveyed.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, casements and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs, successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all

IN WITNESS WHEREOF, FIRST PARTY has caused this warranty deed to be duly executed by its appropriate officers thereto duly authorized, its corporate seal affixed and delivered these presents, the day and year first above written.

THE MURRAY TRM, LLC

By:

[SEAL]

LLOYD D. MURRAY, SR., Managing Member

Signed, scaled and delivered

in the presence of:

achle W. Smith

Notary Public, Georgia **BRYAN COUNTY** My Commission Expires

March 28, 2016

Effingham County, Georgia

Real Estate Transfer Tax

2011 AUG -9 PM 4: 13

CLERK E.C.C.S.C.

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P. O. BOX 385 SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

day of August, 2011, between THE THIS INDENTURE, Made the MURRAY FIRM, LLC, organized and existing under the Laws of the State of Georgia, of the FIRST PART, and CHARLES A. LAYTON 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 grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Sixteen and Six Tenths (16.6) acres, more or less, being bounded on the north-northeast by lands now or formerly of the Ernest Rahn Estate and by Race Path Road, known as County Road 185; on the east by lands of Bobby F. Wilson; on the southeast by lands of Charles A. Layton; on the southwest by lands of Charles A. Layton; and on the west-northwest by lands now or formerly of Rahn (the center of the Branch being the line).

Express reference hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated June 17, 2011, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", slide \( \frac{87-F-1}{27-F-1} \), for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set its hand and affixed its seal and delivered these presents, the day and year first above written.

THE MURRAY FIRM, LLC

LLOYD. MURRAY, SE Managing Member

(SEAL)

Signed, sealed and delivered

in the presence of:

Unofficial Witness

Official Witness - Notary Public

M COU





# **Effingham County Environmental Health**

#### **Coastal Health District**

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350 Springfield, Georgia 31329 Phone: 912-754-6850 | Fax: 912-754-0078

October 12, 2022

Effingham County Zoning Board Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application The McGraley Co. - Logan Hurst 955 Indigo Road Springfield, GA 31329

Property Location: 2075 McCall Road PIN: 391-11C, 412-24 and 391-11F Total Acres: 30.65, 50.94 and 15.77

Acres to be Rezoned: 22.46, 27.06 and 15.77

# To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1, Conditional Use -Surface Mine. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

- 1. Completed Subdivision Application.
- 2. Completed Plat Review Application.
- 3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
- 4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior



to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Tiffany Jackson, MPH, REHS

Environmental Health Specialist IV

**Environmental Health Division** 

Effingham County Health Department

# **Katie Dunnigan**

From:

mikeandbernie mikeandbernie@gma

Sent:

Wednesday, October 5, 2022 3:06 PM

To:

Katie Dunnigan

Subject:

**EXTERNAL:RE: Rezoning Application** 

Thank you Katie. I would like to officially register my opposition to the request for rezoning.

My opposition is based on the fact that these roads, Mcall in particular are not equipped to handle the dump truck traffic that will inundate them. They are also not authorized truck routes. This includes Race Path , Ralph Rahn, and Little Mcall roads. This is a quiet residential area that doesn't need this type of business.

Thank you very much I will beat the meeting.

Michael O'Connor

----- Original message -----

From: Katie Dunnigan < KDunnigan @EffinghamCounty.org>

Date: 10/5/22 1:09 PM (GMT-05:00) To: mikeandbernie@gmail.com Subject: Rezoning Application

Katie Dunnigan



Zoning Manager

Effingham County Board of Commissioners

804 South Laurel Street

www.effinghamcounty.org

Springfield, GA 31329

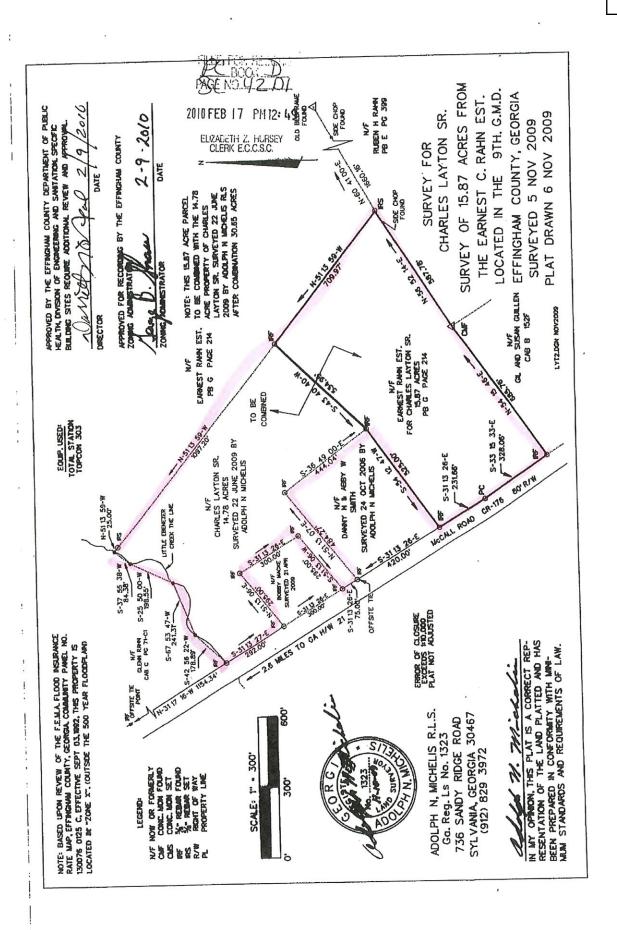
(912)754-2105

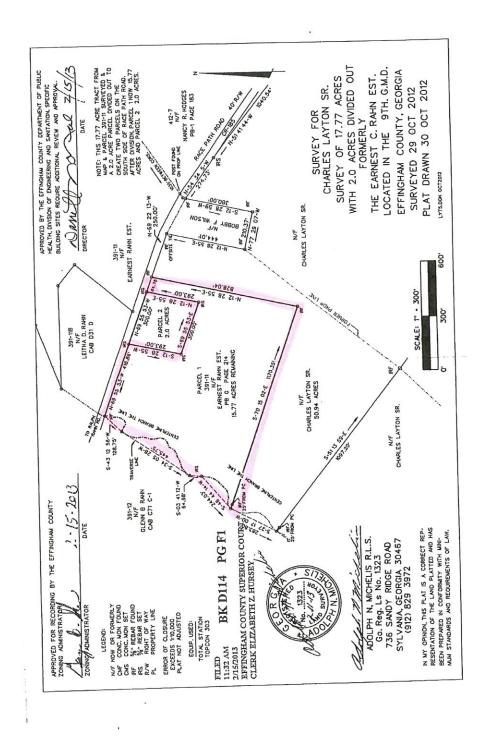
kdunnigan@effinghamcounty.org

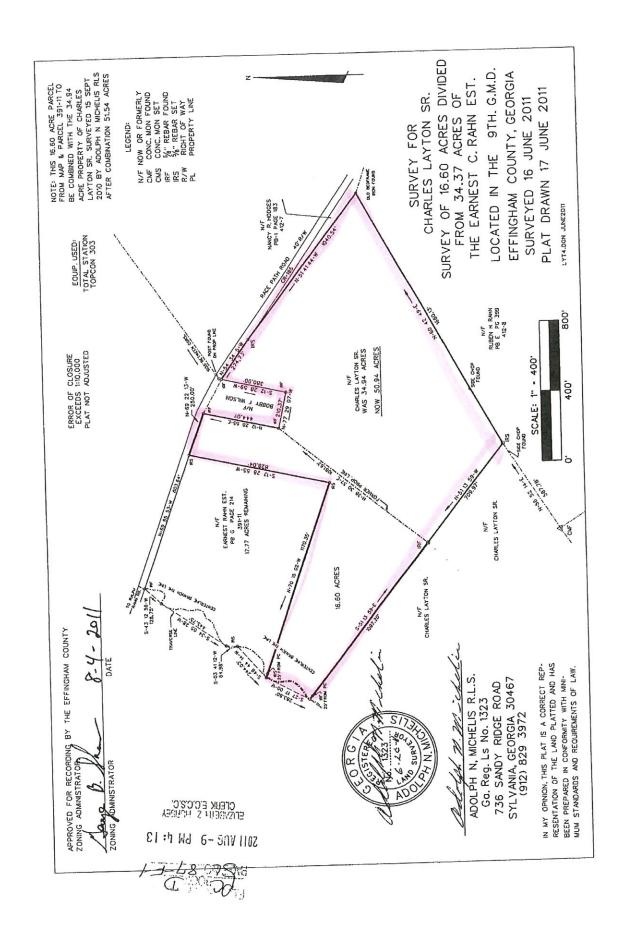
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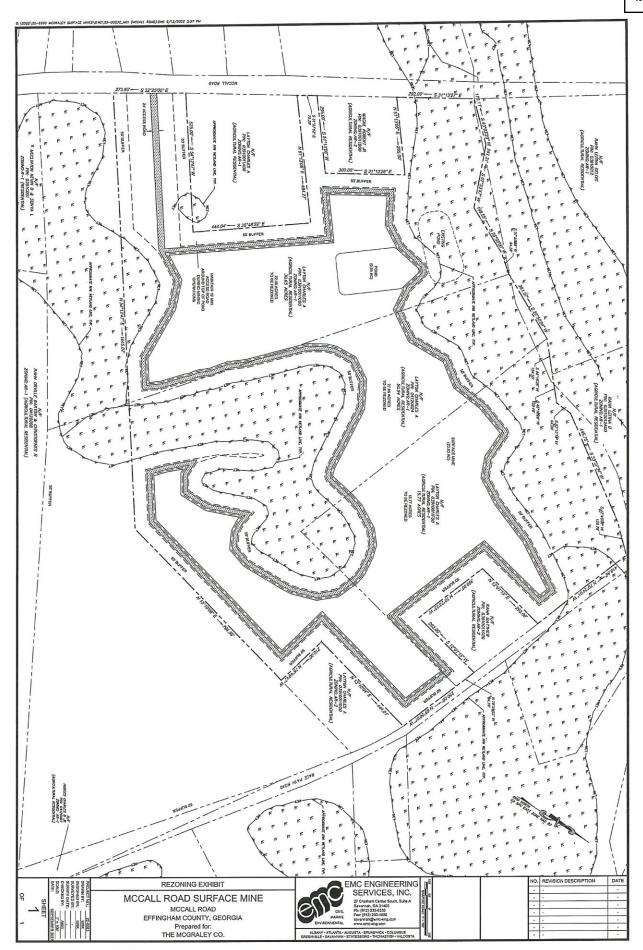
Item XII. 4.

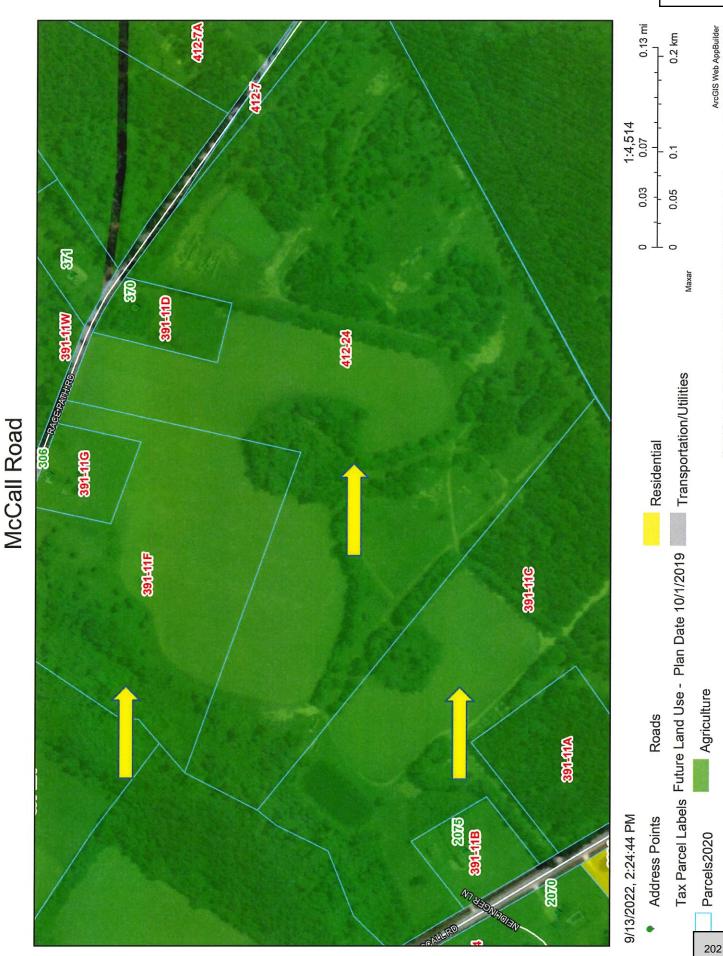
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ArcGIS Web AppBuilder Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data-download.html |

# 391-11C & 11F 412-24





#### 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 The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24) from <u>AR-1</u> to <u>I-1</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

#### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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#### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant The McGraley Co. as Agent for Charles Layton - (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24) from AR-1 to I-1 zoning.

1. Is this proposal inconsistent with the county's master plan?

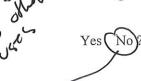
2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



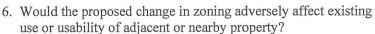
3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

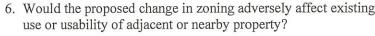


4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?





- 7. Are nearby residents opposed to the proposed zoning change?
- 8. Do other conditions affect the property so as to support a decision against the proposal?

## 9.5 <u>EFFINGHAM COUNTY REZONING CHECKLIST</u>

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

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#### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24) from  $\underline{AR-1}$  to  $\underline{I-1}$  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?

PZ

#### 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:



DISAPPROVAL

Of the rezoning request by applicant The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24) from <u>AR-1</u> to <u>I-1</u> zoning.

Yes (1) 1. Is this proposal inconsistent with the county's master plan?

Yes No?

Tempereral

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

Hutilities or schools?

Yes No ?

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

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

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

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

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

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

BKS, 10/17/22,

#### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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#### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant The McGraley Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24) from <u>AR-1</u> to <u>I-1</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
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- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?



#### **Staff Report**

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** The McGraley Co. requests to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow

for a surface mine. Located on McCall Road Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24

# **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine

## **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both McCall Road & Racepath Road. Neither road is a designated truck route.
- The applicant has submitted an application for Map/Parcel 391-11C for a pond less than one acre in size. The submitted site plan shows the pond inside the proposed surface mine area.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
    - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
    - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
    - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
    - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- And the added condition:
  - 7. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Reggie Loper made a motion
  to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to
  allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to
  address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 8-10 to Alternative 1 in response to the tabling.

Item XII. 5.

#### **Alternatives**

- **1. Approve** the request to **rezone** 65.29 of 97.36 acres from **AR-1** to **I-1**, to allow for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  - 7. There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
  - 8. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  - 9. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  - 10. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
- 2. Deny the request to rezone 65.29 of 97.36 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

Attachments: 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

## AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-11C, 11F & 412-24 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-11C, 11F & 412-24

#### 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 THE MCGRALEY CO. has filed an application to rezone sixty-five and twenty-nine hundredth (65.29) +/acres; from AR-1 to I-1 to allow for surface mine; map and parcel number 391-11C, 11F & 412-24, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on November 15, 2022 and notice of said hearing having been published in the Effingham County Herald on October 5, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 28, 2022; and

IT IS HEREBY ORDAINED THAT sixty-five and twenty-nine hundredth (65.29) +/- acres; map and parcel number 391-11C, 11F & 412-24, located in the 4th commissioner district is rezoned from AR-1 to I-1, with the following conditions:

- 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
- 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
- 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
- 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
- 5. The surface mine site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations - Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.
- The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- There shall be no traffic entrance to, exit from, or travel along Racepath Road. Surface mine traffic and access shall be limited to McCall Road.
- No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
- The applicant shall construct a 10' high earther berm around the perimeter of mining operation
- I-1

| 9. The applicant shall construct a 10° high earthen berm around the perimeter of mining operations.  |   |
|--|---|
| 10. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years zoning must be re-approved by the Board of Commissioners. | , |
| All ordinances or part of ordinances in conflict herewith are hereby repealed.   |   |
| This day of  |   |
|  |   |

Item XII. 5.

|                   | BY:                      | Item X |
|-------------------|--------------------------|--------|
|                   | WESLEY CORBITT, CHAIRMAN |        |
| ATTEST:           | FIRST/SECOND READING:    | _      |
| STEPHANIE JOHNSON |                          |        |

COUNTY CLERK

#### **Staff Report**

**Subject:** Rezoning (Fourth District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** The McGraley Co. as Agent for Richard Hall requests to rezone 27.17 of 64.8 acres from AR-1 to I-1, to allow for a surface mine. Located on Horse Pen Road Map# 394 Parcels# 29 & 30

#### **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**, to allow for a surface mine.

#### **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 Article V-Uses Permitted in Districts. Pursuant to Sec. 3.17.3.3, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Horse Pen Road, which is not a designated truck route.
- The applicant has submitted an application for Map/Parcel 394-30 for a pond less than one acre in size. The submitted site plan shows the proposed pond inside the area to be mined.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Roger Burdette made a motion to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 7-9 to Alternative 1 in response to the tabling.

Item XII. 6.

#### **Alternatives**

- **1. Approve** the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  - 7. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  - 8. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  - 9. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
- 2. Deny the request to rezone 27.17 of 64.8 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Rezoning application and checklist 3. Plat 5. Deed

3. Ownership certificate/authorization 4. Aerial photograph

# ATTACHMENT A - REZONING AMENDMENT APPLICATION

|   | Application Date: 9-12-22   |                    |
|---|---|--------------------|
| Applicant/Agent: The McGraley Co L                                  | .ogan Hurst   |                    |
| Applicant Email Address: 955 Indigo Ro                              | oad, Springfield, GA 31329  | _                  |
| Phone # 91  | 2-754-4138 loganhurst@themcgraleyco.com   |                    |
| Applicant Mailing Address: _ 955 Indigo Ro                          |   |                    |
| City:   | State: Zip Code:  |                    |
| Property Owner, if different from above: _F                         | Richard Hall Include Signed & Notarized Authorization of Property Owner                           |                    |
| Owner's Email Address (if known): 1808 L                            | Low Ground Road, Guyton, GA 31312   |                    |
| Phone #   |   |                    |
| Owner's Mailing Address: 1808 Low Grou                              | und Road, Guyton, GA 31312  |                    |
| City:   | State: Zip Code:  |                    |
| Property Location: Off of Horsepen Roa                              | ad  | _                  |
| Proposed Road Access: Horsepen Road                                 | - paved county roadway  |                    |
| Present Zoning of Property: AR-1 03940030 Tax Map-Parcel # 03940029 | Proposed Zoning: I-1, cond use - 43.20 ac 19.77  Total Acres: 21.60 acAcres to be Rezoned: 7.40 a | surface mine<br>ac |
| Lot Characteristics: wooded and field, bo                           |   | s                  |
| WATER   | SEWER *no septic or well is   |                    |
| X_Private Well  |   |                    |
| Public Water System   | Public Sewer System   |                    |
| If public, name of supplier:  |   |                    |
| Justification for Rezoning Amendment: _S                            | Surface mine - to build a recreational pond   |                    |
| List the zoning of the other property in the                        | e vicinity of the property you wish to rezone:  |                    |
| North AR-1 South AR-1   | East PD West AR-1   |                    |

| Describe the current use of the property you wish to rezone.  Woodland and field  |
|---|
|   |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  |
| Yes, for agriculture and timber   |
| 3. Describe the use that you propose to make of the land after rezoning.  |
| Construct a surface mine to remove dirt and create a recreational pond. Dirt to be used for Effingham Parkway.  |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  Woodland, wetland, fields and large lot residential   |
| 5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?  After pond is constructed, land will go back to AR-1 with recreational pond which is similar to many properties in the area.   |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive of burdensome use of existing streets, transportation facilities, utilities, or schools?  No burdensome use of streets, utilities, or schools. Access is provided by a paved county road. A temporary increase traffic to the site will occur while digging but will go away when completed. |
| Applicant Signature: Autor Hall Date 9-12-22  |

# **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date #29 - 7-7-21   |
| #30 - 4-18-22, on file in the office of the Clerk of the Superior Court of #29 - 2704 #29 - 814  |
| #29 - 2704 #29 - 814 Effingham County, in Deed Book #30 - 2778 page #30 - 240  |
| Eringham County, in Deed Book #50 - 2770 page #50 - 240 .  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Litur Hall   |
| Print Name_ Richard Hall   |
|  |
| Owner's signature  |
| Print Name   |
| Tant I valid   |
| Owner's signature  |
| Print Name   |
|  |
| Sworn and subscribed before me this 12 day of September, 20 22.  |
| Notary Public, State of Georgia  |
| Notary Public, State of Georgia  ALEX  GEORGIA  Dec. 17, 2024  |
| EXPIRES  |
| GEORGIA<br>Dec. 17, 2024   |
|  |
| William Constitution   |

# **AUTHORIZATION OF PROPERTY OWNER**

| I, Richard Hall , being duly sworn upon his/her oath, being  | ng of |
|--|-------|
| sound mind and legal age deposes and states; That he/she is the owner of the property whisubject matter of the attached application, as is shown in the records of Effingham County, George  |       |
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amend Approval. I acknowledge and accept that I will be bound by the decision of the Boar Commissioners, including any conditions, if the application is approved. |       |
| Name of Applicant/Agent: The McGraley Co Logan Hurst   |       |
| Applicant/Agent Address: 955 Indigo Road, Springfield, GA 31329  |       |
| City: Springfield State: GA Zip Code: 31329  |       |
| Phone: 912-754-4138 Email: loganhurst@themcgraleyco.com  |       |
| Owner's signature Limb Hall  Print Name Richard Hall   | -     |
| Personally appeared before me Richard Hall (Owner print)   |       |
| Who swears before that the information contained in this authorization is true and correct to the of his/her knowledge and belief.   | best  |
| Sworn and subscribed before me this <u>là</u> day of <u>September</u> , 20 <u>22</u> .   |       |
| Notary Public, State of Georgia  Notary Public, State of Georgia  Depress  GEORGIA  Dec. 17, 2024  |       |

#### BK:2778 PG:240-240 D2022003972

FILED IN OFFICE CLERK OF COURT 04/18/2022 04:46 PM JASON E. BRAGG, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE TRANSFER TAX PAID: \$50,00

PT-61 051-2022-001113

WARRANTY DEED

STATE OF GEORGIA

8849504050 PARTICIPANT ID

RETURN TO:

P. O. BOX 385

REDDICK & EXLEY

ATTORNEYS AT LAW

SPRINGFIELD, GA 31329

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the \_\_\_\_\_day of April, 2022, between EMMA LEE Z. DASHER of the FIRST PART, and RICHARD M. HALL, JR. of the SECOND PART.

WITNESSETH: FIRST PARTIES, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Forty-Three and Eighteen Hundredths (43.18) acres, more or less, being known and designated Parcel Six (6) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by Horsepen Road; on the Southwest by lands of Blue Jay Developers, LLC; on the Southwest by lands of Malah Pack, and on the Northwest by Parcel 5.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated December 20, 20211 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94-D01, for better determining the metes and bounds of said lands herein conveyed.

This being the portion of said lands of the Minnie Lee H. Zipperer Estate devised to Emma Lee Z. Dasher pursuant to Paragraph of the Last Will and Testament of Minnie Lee H. Zipperer, deceased.

This being the same property conveyed by Executor's Deed of Assent from Martell Z. Hall and Emma Lee Z. Dasher as the duly qualified Executors of the Last Will and Testament of Minnie Lee Zipperer, deceased, to Emma Lee Z. Dasher dated December 21, 2011 and recorded in said Clerk's Office in Deed Book 2061, Page 51.

SUBJECT, to restrictive covenants and casements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

MMG Lee J. Dochan (SEA

Signed, sealed and delivered in the presence of:

Mydell by purio

Official Witness - Notary Public

bp

MINION MEDICAL PROPERTY OF THE PROPERTY OF THE

# BK:2704 PG:814-814 D2021008179

FILED IN OFFICE CLERK OF COURT 07/07/2021 03:26 PM JASON E. BRAGG, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

8849504050 PARTICIPANT ID

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P. O. BOX:385 SPRINGFIELD, GA 31329 REAL ESTATE TRANSFER TAX PAID: \$105.00

PT-61 051-2021-002233

STATE OF GEORGIA

COUNTY OF EFFINOHAM

THIS INDENTURE, Made the Aday of John Man, 2021, between HOLLY ANN ZIPPERER of the FIRST PART, and RICHARD M. HALL, JR. 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 grant, hargain, sell and convey unto SECOND PARTY, his heirs and easigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effinition County, Georgia, containing Twenty-One and Fifty-Nine Hundredths (21.59) acres, more or less, being known and designated an Parcel Hive (5) as shown on the plat thereof hereinather referred to. Said parcel of land being bounded on the Northeast by Horse Pen Road; on the Southeast by Parcel 6; on the Southwest by lands of Malah Pack, and on the Northwest by Parcel 4.

Express reference is hereby made to the plat of said lands made by Adolph N. Michells, R.L.S. #1323, dated December 20, 2011 and record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94D1, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Executor's Deed of Assent from Martell Z. Hall and Emma Lee Z. Dasher, the duly qualified Executors of the Last Will and Testament of Minnie Lee H. Zipperer, deceased, to Holly Ann Zipperer, dated December 21, 2011 and recorded in said Clerk's Office in Deed Book 2861, Page 55.

SUBJECT to restrictive covenants and ensements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

HOLLY ANN ZIPPEREN

Signed, senled and delivered

in the presence of

1 William

Official Witness - Notary Public

YOGESH FAVEL NOTARY PUBLIC

NOTARY PUBLICATION OF THE PROPERTY OF THE PROP

My Commission Expires Feb. 17, 2025





#### Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350 Springfield, Georgia 31329 Phone: 912-754-6850 | Fax: 912-754-0078

October 12, 2022

Effingham County Zoning Board Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application The McGraley Co. – Logan Hurst 955 Indigo Road Springfield, GA 31329

Property Location: Off Horsepen Road

PIN: 394-30 and 394-29

Total Acres: 43.20 and 21.60 Acres to be Rezoned: 19.77 and 7.40

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1, Conditional Use – Surface Mine. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

• Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

- 1. Completed Subdivision Application.
- 2. Completed Plat Review Application.
- 3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
- 4. The following signature block should be used on all plats that require Health Department approval.
  - Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior



to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

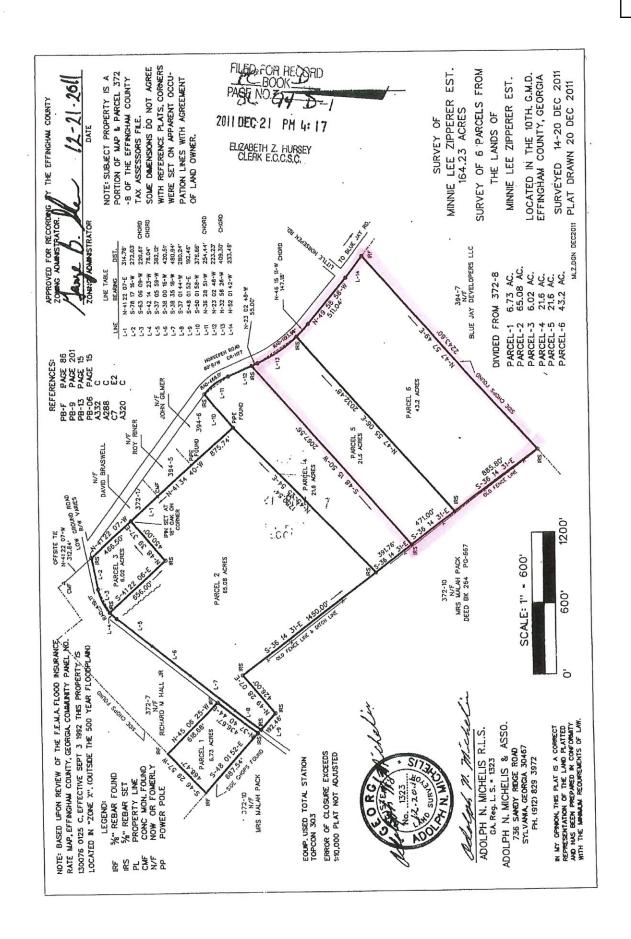
Tiffany Jackson, MPH, REHS

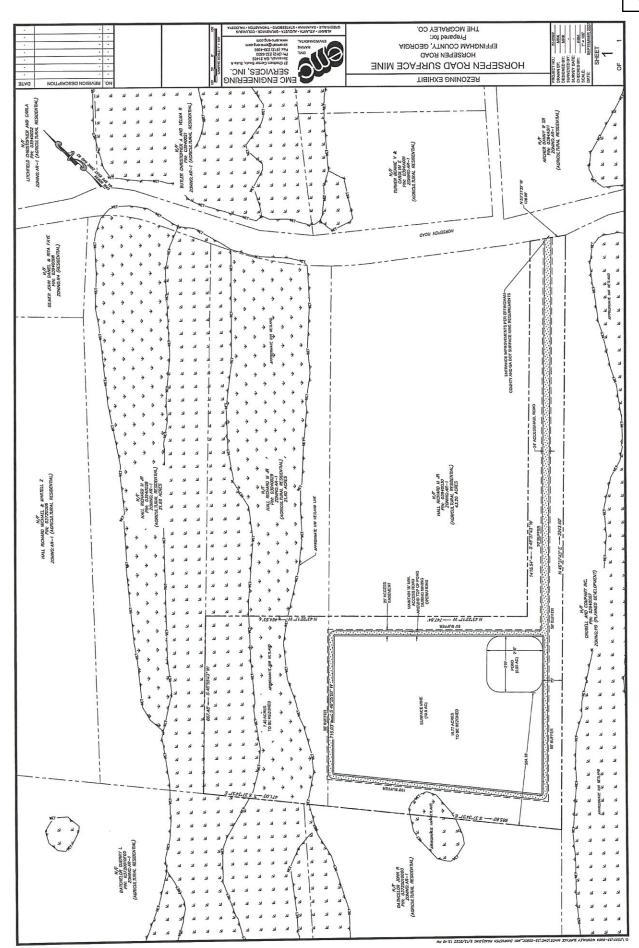
Tiffany Jackson

Environmental Health Specialist IV

Environmental Health Division

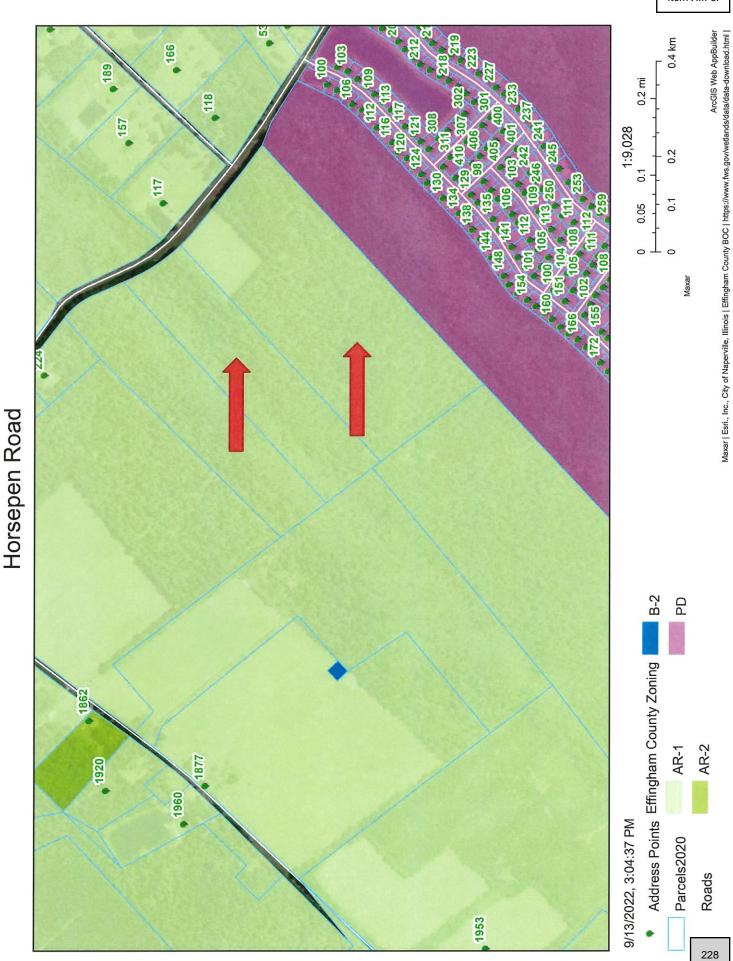
Effingham County Health Department











# 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 The McGraley Co. as Agent for Richard Hall – (Map # 394 Parcels # 29 & 30) from <u>AR-1</u> to <u>I-1</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

# 9.5 <u>EFFINGHAM COUNTY REZONING CHECKLIST</u>

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 7

DISAPPROVAL

Of the rezoning request by applicant The McGraley Co. as Agent for Richard Hall – (Map # 394 Parcels # 29 & 30) from <u>AR-1</u> to <u>I-1</u> zoning.



1. Is this proposal inconsistent with the county's master plan?



2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



No?

7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?

# 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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# CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL Of the rezoning request by applicant The McGraley Co. as Agent for Richard Hall - (Map # 394 Parcels # 29 & 30) from AR-1 to I-1 zoning. 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? 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? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning? No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property? No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property? No ? 7. Are nearby residents opposed to the proposed zoning change? No? 8. Do other conditions affect the property so as to support a

decision against the proposal?



#### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate: CHECK LIST: The Effingham County Planning Commission recommends: APPROVAL DISAPPROVAL Of the rezoning request by applicant The McGraley Co. as Agent for Richard Hall - (Map # 394 Parcels # 29 & 30) from AR-1 to I-1 zoning. 1. Is this proposal inconsistent with the county's master plan? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools? 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? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning? 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? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property? 7. Are nearby residents opposed to the proposed zoning change? 8. Do other conditions affect the property so as to support a decision against the proposal?

# 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

#### CHECK LIST:

The Effingham County Planning Commission recommends:

DISAPPROVAL

Of the rezoning request by applicant The McGraley Co. as Agent for Richard Hall – (Map # 394 Parcels # 29 & 30) from <u>AR-1</u> to <u>I-1</u> zoning.

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



# **Staff Report**

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** The McGraley Co. as Agent for Richard Hall requests to rezone 27.17 of 64.8 acres from AR-1 to I-1, to allow for a surface mine. Located on Horse Pen Road Map# 394 Parcels# 29 & 30

# **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1**, to allow for a surface mine.

# **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 Article V-Uses Permitted in Districts. Pursuant to Sec. 3.17.3.3, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Horse Pen Road, which is not a designated truck route.
- The applicant has submitted an application for Map/Parcel 394-30 for a pond less than one acre in size. The submitted site plan shows the proposed pond inside the area to be mined.
- At the October 17, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Alan Zipperer and carried unanimously.
- At the November 1, 2022 Board of Commissioners meeting, Commissioner Roger Burdette made a motion
  to table the request to rezone to the November 15, 2022 Board of Commissioners meeting, in order to
  allow Staff time to evaluate active surface mines and their impact, and to recommend conditions to
  address concerns raised by constituents.
- The motion was seconded by Commissioner Forrest Floyd and carried unanimously.
- Staff has added conditions 7-9 to Alternative 1 in response to the tabling.

Item XII. 7.

#### **Alternatives**

- **1. Approve** the request to **rezone** 27.17 of 64.8 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
  - 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
  - 7. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
  - 8. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
  - 9. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.
- 2. Deny the request to rezone 27.17 of 64.8 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

# AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 394-29 & 30

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 394-29~&~30

#### 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 THE MCGRALEY CO. AS AGENT FOR RICHARD HALL has filed an application to rezone twenty-seven and seventeen hundredth (27.17) +/- acres; from AR-1 to I-1 to allow for surface mine; map and parcel number 394-29 & 30, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on November 15, 2022 and notice of said hearing having been published in the Effingham County Herald on October 5, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 28, 2022; and

IT IS HEREBY ORDAINED THAT twenty-seven and seventeen hundredth (27.17) +/- acres; map and parcel number 394-29 & 30, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

- 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
- 2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
- 3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
- 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
- 5. The surface mine site shall meet the requirements of *Section 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements, and *Sec. 74-8* Designated Truck Routes.
- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- 7. No digging or hauling activities shall take place except between the hours of 8:00a.m. and 5:00 p.m. Monday through Friday.
- 8. The applicant shall construct a 10' high earthen berm around the perimeter of mining operations.
- 9. If notification of satisfactory final reclamation and close-out is not provided to Development Services after 10 years, I-1 zoning must be re-approved by the Board of Commissioners.

| All ordinances or part of ordinances in conflict herewith | are hereby repealed.                                |
|---|---|
| This, 20,   | _   |
|   | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|   | BY:WESLEY CORBITT, CHAIRMAN                         |

| Item  | 1/11 |  |
|-------|------|--|
| ITPIN | XII  |  |
|       |      |  |

| ATTEST:              | FIRST/SECOND READING: |  |
|----------------------|-----------------------|--|
| CEEDITA NEE TOTALGON |                       |  |
| STEPHANIE JOHNSON    |                       |  |
| COUNTY CLERK         |                       |  |

# **Staff Report**

**Subject:** Resolution to amend the moratorium on rezoning for I-1 Industrial development.

Author: Teresa Concannon, AICP, Planning Manager

**Department:** Development Services **Meeting Date:** December 6, 2022

Item Description: Consideration of a resolution to amend the moratorium on rezoning for I-1

Industrial development.

**Summary Recommendation:** The interests of the public necessitate amendment of the moratorium for health, safety, morals, aesthetics, and general welfare purposes.

# **Executive Summary/Background:**

- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County's Comprehensive Plan and the Zoning Ordinance, and has studied the County's best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for industrial development in the I-1 zoning district, and approved moratorium on new applications on November 15, 2022.
- Staff has identified a need to amend the Moratorium, to permit acceptance by County staff of applications for rezonings to I-1 industrial district for GDOT-approved borrow sources or pits for GDOT projects.
- The County Attorney has reviewed and approved the resolution as to form.

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

- 1 Approve an amendment to the moratorium on rezoning land for I-1 Industrial development.
- 2 Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

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

Funding Source: N/A

#### Attachments:

1. Amendment to the moratorium on rezoning land for I-1 Industrial development.

| STATE OF GEORGIA<br>EFFINGHAM COUNTY | ) |               |
|--------------------------------------|---|---------------|
|                                      |   | RESOLUTION NO |

# RESOLUTION OF EFFINGHAM COUNTY, GEORGIA, AMENDING AN EXISTING MORATORIUM ON INDUSTRIAL REZONINGS FOR PROPERTY TO BE USED FOR I-1 INDUSTRIAL DISTRICT PURPOSES

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia, (hereinafter referred to as "the Board") directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of I-1 Industrial development so as to address current development trends; and

**WHEREAS**, on November 15, 2022, the Board adopted Resolution No. 022-051 implementing a fifty (50) day moratorium (hereinafter referred to as "Moratorium") on rezonings for property to be used for I-1 Industrial district purposes; and

**WHEREAS**, Development Services has identified a necessary exception to the Moratorium on rezonings to the I-1 industrial zoning district; and

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

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

- 1. The Board does hereby amend the Moratorium to permit acceptance by County staff of applications for rezonings to I-1 industrial district for GDOT-approved borrow sources or pits for GDOT projects.
- 2. The duration of this Moratorium shall be until this Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until January 4, 2023.
- 3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.
- 4. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

| 5. The Resolution shall take effect immediately upon its adoption. |
|--|
| SO ADOPTED THIS DAY OF DECEMBER, 2022.                             |
| BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA                |
| WESLEY CORBITT, CHAIRMAN   |
| ATTEST:  |
| STEPHANIE JOHNSON, CLERK   |
| [COUNTY SEAL]  |

# **Staff Report**

**Subject:** Amendments to Section 3.17 Excavation, mining, ponds, and fills of land and/or

state/federal jurisdictional waters or wetlands, Section 5.1 Agriculture Residential

Districts, and new Section 5.15.7.9 Mining and Reclamation (PD-MR).

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

**Department:** Development Services **Meeting Date:** December 6, 2022

**Item Description:** Consideration to amend *Section 3.17* Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands and *Section 5.1 Agriculture Residential* districts, and add a new *section 5.15.7.9* Mining and Reclamation (PD-MR).

**Summary Recommendation:** In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised *Section 3.17* Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands and *Section 5.1 Agriculture Residential* districts, and new *section 5.15.7.9* Mining and Reclamation (PD-MR).

# **Executive Summary/Background:**

- Section 5.1 Agriculture Residential districts, is revised to add surface mines as a conditional use.
- Section 3.17 Excavations is revised to expand guidelines for ponds, borrow pits, and surface mines, based on acreage. GDOT borrow pits and other ponds less than 10 acres are permitted in AR-1 as a conditional use. Approval and inspection standards are now included, and construction requirements have been updated.
- Section 5.15.7.9 Mining and Reclamation (PD-MR) provides a framework for an agreement between commercial surface mine operators and the county to ensure that surface mine operations continue in appropriate locations.

# **Alternatives for Commission to Consider**

1 – Approve amendments to *Section 3.17* Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands and *Section 5.1 Agriculture Residential* districts, and add a new *section 5.15.7.9* Mining and Reclamation (PD-MR).
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

**Department Review:** Development Services

Funding Source: N/A

#### **Attachments:**

- 1. Proposed revisions to *Section 3.17* Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands
- 2. Proposed revisions to Section 5.1 Agriculture Residential districts
- 3. Proposed Section 5.15.7.9 Mining and Reclamation (PD-MR).

- 3.17 Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.
- 3.17.1 The following activities shall be subject to review and approval by the Effingham County Planning Board:
  - 1. Excavation of land, or removal of earth that exceeds 1.0 acres of disturbed area.
  - 2. Removal of earth or like material from the subject site to another parcel.
  - 3. Filling of land and/or state/federal jurisdictional waters or wetlands.
- \* If any item above meets the project criteria, review approval by the Planning Board and approval by the Board of Commissioners is mandatory.
- 3.17.2 Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands.

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

- 3.17.3 Requirements for submittal for planning board and/or staff review.
  - 1. Application and checklist.
    - a. Applications and checklist may be obtained from the zoning Development Services office.
    - b. Application and checklist must be complete and submitted with the all required information.
    - Fees in accordance with the Effingham County Schedule of Fees must be paid at the time of application submittal.
  - 2. Excavation activities that have greater than one (1) acre of disturbed area must obtain a state mining permit. A copy of the approved state mining permit must be submitted to the Development Services office prior to work commencing.
  - 3. Any excavation activity between one (1) acre and ten (10) acres that requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, may be permitted on a conditional basis in the AR-1 zoning district, upon approval of the Board of Commissioners, and after review by the Planning Board. must be located within the I-1 zoning district.
  - 4. Any excavation activity greater than one (1) acre of disturbed area may be permitted in the PD-MR zoning district. Excavation activities that have greater than ten (10) acres must be permitted in PD-MR.
- 3.17.3A Requirements for approval and final inspection.
  - a. For a pond of less than one (1) acre of disturbed area, applicant shall submit a bond for \$1000. Construction of the pond shall cease within six (6) months of approval date. The bond will be released after submittal of a survey of the new pond site, and successful completion of the final inspection.
  - b. For any excavation activity between one (1) acre and ten (10) acres that requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within three (3) years of DNR or GDOT approval date. Extension of excavation activities beyond three (3) years will require approval

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

# 3.17.4 Construction requirements.

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

- 5.1.2 Conditional uses. The following uses may be permitted in accordance with the provisions of section 7.1.6 in the agricultural residential (AR-1) district on a conditional basis upon approval by the county commissioners after review by the planning board.
  - 5.1.2.1 Commercial riding stables, provided that no building or enclosure for animals is located closer than 100 feet from any property line and the requirements of section 3.33 are met.
  - 5.1.2.2 Cemeteries, when accessory to and on the same property as a permitted use in the agricultural residential district.
  - 5.1.2.3 Commercial recreational facilities that do not have more than five percent of impervious surface coverage.
  - 5.1.2.4. Rural Business, as provided in article III, section 3.15B.
  - 5.1.2.5 One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.
  - 5.1.2.6 Day care facilities.
  - 5.1.2.7 Airfields for general aviation purposes, together with subordinate uses.
  - 5.1.2.8 Impervious lot coverage over 45 percent.
  - 5.1.2.9 Solar farms. An array of solar panels that is not an accessory to other uses on the property provided that the array meets all applicable buffer requirements; no new roads may be created for this use. The structures must meet all wind load requirements as referenced in the building code.
  - 5.1.2.10 Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions. The property must be at least 5 acres in size.
    - (1) General operating regulations. The following operating regulations shall be enforced by the permittee:
    - (a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.
    - (b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.
    - (c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.
    - (d) Handicapped access shall be provided to activities that are open to the public.
    - (e) Events and activities shall be accessible to emergency and service vehicles.
    - (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
    - (g) The burden of preserving order during the concert or special event is upon the permittee.
    - (2) Revocation of permit. The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board

of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.

- (3) Exemptions. The following special events are exempt from the provisions of this article:
- (a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;
- (b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;
- (c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;
- (d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and
- (e) A governmental agency acting within the scope of its agency.
- 5.1.2.11 Telecommunications Towers.
- 5.1.2.12 Surface Mines less than ten (10) acres in size, as provided in article III, section 3.17, and subject to article V, sections 5.12.2, 5.12.3, and 5.12.4.

# 5.15.7.9 Mining and Reclamation (PD-MR)

Characteristics and intent: It is the intent of the PD-MR district to accommodate development of commercial surface mining operations that meet the requirements of GA Rule 391-3-3 Surface Mining. The surface mine operations shall not adversely affect the ecology of the area; the use and enjoyment of surrounding properties; or the condition or safety of county roads used in connection with surface mine operations. Upon a timely conclusion of surface mine operations, the site shall be permanently reclaimed pursuant to the approved Mining Land Use Plan (MLUP), and established as a lake.

Surface mining operations shall comply with all relevant guidance from the Department of Natural Resources (DNR), including submission of the Surety Bond, Annual Status Reports, and amendments, as necessary, to the approved permit or MLUP. Maintenance of both active and inactive surface mining sites is required. Copies of all submittals shall be submitted to Development Services at the same they are submitted to DNR.

In advance of an application for a permit from the DNR, an applicant shall meet with Development Services and develop a PD-MR document. The completed PD-MR document shall be submitted to Effingham County, along with an application for rezoning. The application must also include a draft mining permit application and MLUP; a site plan; a statement granting an authorized representative of Effingham County the right of entry and travel upon affected lands; and such other information as is requested by Development Services. Following rezoning approval, the approved mining permit shall be submitted to Development Services before mining operations commence. The Annual Status Report shall be submitted each year to Development Services at the same time that it is submitted to DNR. Any approvals for permit or MLUP amendments, or changes in active status, shall be submitted to Development Services before amended mining operations proceed.

Requirements: Commercial surface mine operations are subject to Section 5.12.4 Performance Standards, section 3.17.5 Surface Mine Operations—Road Maintenance Requirements, and section 74-8 Designated Truck Routes. A Traffic Impact Assessment may be required by the county engineer. The property on which the surface mine is proposed shall have frontage on a paved roads built to county or GDOT standards. No surface mine operators or transportation partners, customers, etc., shall damage any portion of a county road or right-of-way or cause a road to become impassable or unsafe to normal passenger traffic.

#### **Staff Report**

**Subject:** Amendments to Article II – Definitions, Article III - Section 3.3 Accessory Structures in

Residential Districts, Article V - Section 5.12 Industrial Districts, and new Section

3.16A Shipping Container Facility.

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

**Department:** Development Services **Meeting Date:** December 6, 2022

**Item Description:** Consideration to amend Article II – Definitions, Article III- Section 3.3 Accessory Structures in Residential Districts, Article V - Section 5.12. I-1 Industrial districts, and add a new section 3.16A Shipping Container Facility.

**Summary Recommendation:** In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised Definitions, Section 3.3 Accessory Structures, Section 5.12 Industrial District, and the new Section 3.16A Shipping Container Facility.

# **Executive Summary/Background:**

- The revisions include an update and expansion of Zoning Ordinance Definitions, to include shipping
  containers and shipping container facilities; revisions to section 5.12 I-1 Industrial districts, to clarify
  procedures; revisions to section 3.3 Accessory structures, to clarify permitted uses of shipping
  containers as accessory structures; and, a proposed new section 3.16A Shipping Container Facility,
  which includes requirements for site planning.
- The Port of Savannah is home to the largest single terminal container facility of its kind in North America, encompassing 1,345 acres. The site has 36 container cranes and 158 rubber-tired gantry cranes to handle containers on-site. \$8m in federal funding was used to modify three existing intermodal railyards in the southeast, and to establish two local truck-served yards in Statesboro and Savannah to accept containers for storage. These facilities have reduced the number of containers stored at the port by 25%, and cut the backlog of ships waiting for berth space. Use of intermodal rail facilities has reduced congestion and improved highway safety. However, there remains a steady demand for shipping container storage facilities on sites close to the port, and an excess supply of containers available for use as accessory structures.
- The proposed revisions will provide guidance and standards for staff and applicants who are seeking to use a single shipping container for personal storage, or to develop a shipping container yard.

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

1 – Approve amendments to Article II – Definitions, Article III- Section 3.3 Accessory Structures in Residential Districts, Article V - Section 5.12. I-1 Industrial districts, and add new Section 3.16A Shipping Container Facility.

2 - Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

**Department Review:** Development Services

Funding Source: N/A

#### **Attachments:**

- 1. Proposed revisions to Definitions
- 2. Proposed revisions to Section 3.3 Accessory Structures in Residential Districts
- 3. Proposed revisions to Section 5.12. I-1 Industrial districts
- 4. Proposed Section 3.16A Shipping Container Facility.

#### **ARTICLE II. - DEFINITIONS**

2.72A Shipping Container. A receptacle designed for intermodal transport of cargo aboard ship, truck trailer, or rail car, and which exhibits features designed to facilitate the movement of containerized cargo, including but not limited to corner fittings for pins, design for stacking, size dimensions of eight (8) feet wide by eight (8) or ten (10) feet high by twenty (20), thirty-five (35), or forty (40) feet in length, and which is otherwise designed and constructed in conformance with standards for shipping containers as set forth by the International Standards Organization.

2.72B Shipping Container Facility. A facility that provides storage for shipping containers awaiting transport or next use.

#### ARTICLE III. - GENERAL PROVISIONS

- 3.3 Accessory structures in residential districts.
- 3.3.1 Accessory structures in the R and PD-R residential districts may be erected in any required court within any a side or rear yard, and accessory structures in the AR-1 and AR-2 agricultural residential districts may be erected in the front, side, or rear yard, provided they conform to the following:
  - A. Maximum Height: one and a half (1.5) story or fifteen (15) feet. above finished grade in the R and PD-R districts; thirty-five (35) feet in AR-1 and AR-2 districts.
  - B. An accessory structure shall not be less than five (5) feet from the rear property line and not less than five 10-(5) feet from interior side setback lines.
  - C. An accessory structure shall not be less than 10 ft. from a principal structure.
  - D. Not more than two accessory structures, including a detached garage, shall be located in any R or PD-R district, on one lot.
- 3.3.2 Accessory structures in the AR-I and AR-2 agricultural residential districts may be placed in the front yard—, where theon a property isof at least five (5) acres and not in a platted subdivision. All structures on the property must comply with the front setback requirements for a principal structure.
  - A. Accessory structures shall not be erected on a lot prior to construction of a principal structure, except for agricultural purpose storage buildings in the AR-1 zoning district, where the property is at least five (5) acres, and not in a platted subdivision.
  - B. Accessory structures in the R, PD-R, and AR zoning districts may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.
  - C. Accessory structures shall not be used as a dwelling unit.
- 3.3.3. A shipping container may be utilized as an accessory building in anthe AR-1 and AR-2 zoning districts, provided it shall conform to the following:
  - A. Containers shall be painted in solid neutral colors. No writing or advertising of any kind shall be permitted.
  - B. Containers shall meet the required side and rear yard setback requirements for an accessory structure, and shall be placed no nearer than 10 feet from a primary structure.
  - C. Containers shall not be placed in the front yard.
  - D. Containers shall not be stacked above the height of a single container.
  - E. Containers shall be subject to lot coverage requirements.
  - F. Containers shall only be placed on AR-1 and AR-2 lots that meet the minimum lot size for the district.
  - G. The number of shipping containers on AR-1 and AR-2 lots shall be limited to one (1) container per acre of land, to a maximum of five (5) containers on a parcel.
  - H. No electricity or plumbing shall be connected to a shipping container.
  - I. Ventilation is not required.

- J. No hazardous materials may be stored in a shipping container.
- K. Shipping containers shall be secured from entry by children and the general public when not attended.
- L. Shipping containers used for storage of equipment and supplies, and associated with an approved building construction project, shall be permitted to remain on site until the approval of the project's final building inspection, or expiration of the building permit, whichever is less.

#### 5.12 - I-1 Industrial districts.

# 5.12.1 LI-Light industrial permitted uses.

All commercial uses are allowed in the I district.

The following uses shall be permitted in the Light Industrial district, provided that such uses meet all the requirements of this section and all other provisions established in this Code.

- 1. Assembly or fabrication of previously manufactured parts:
  - a. Apparel and other textile products;
  - b. Electronic and other electric equipment, electrical generator and distribution equipment;
  - c. Fabric samples;
  - d. Furniture and fixtures:
  - e. Industrial machinery and equipment;
  - f. Instruments and related products;
  - g. Lumber and wood products, excluding the processing of material for the production of paper and allied products;
  - h. Metal products;
  - i. Plastic and rubber products;
  - j. Transportation equipment.
- 2. Boat sales and repairs.
- 3. Automotive sales and repairs.
- 4. Automotive storage, excluding junk yards.
- 5. Florist—retail and wholesale.
- 6. Laboratories.
- 7. Manufacturing (light) of, including but not limited to the following:
  - a. Bakery products;
  - b. Beverages, including alcoholic beverages;
  - c. Communication equipment;
  - d. Computer and office equipment;
  - e. Electrical lighting and wiring equipment;
  - f. Electronic equipment;
  - g. Fabricated metals, excluding use of blast furnaces and drop forges;
  - h. Grain mill products;
  - i. Audio and visual equipment;

- j. Appliances;
- k. Ice;
- 1. Meat products, excluding slaughtering, dressing, and rendering;
- m. Medical instruments and supplies;
- n. Pharmaceutical products;
- o. Biodiesel in an enclosed system.
- 8. Offices.
- 9. Printing and publishing.
- 10. Recycling centers.
- 11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitted in this district.
- 12. Research facilities.
- 13. Vocational schools.
- 14. Utility operations centers.
- 15. Ready-mix concrete facilities.

# 5.12.1A HI-Heavy industrial permitted uses.

Heavy Industrial uses must meet the required buffer standards.

- 1. Manufacturing (heavy) of:
  - a. Aerospace vehicles and parts
  - b. Automobiles and parts
  - c. Paper
  - d. Lumber
  - e. Concrete pipe
  - f. Asphalt
  - g. Boats
  - h. Grain mill products
  - i. Sugar
  - j. Wood chips
  - k. Ethanol
  - 1. Chemicals
  - m. Plastics
- 2. Energy plant
- 3. Reserved.

- 4. Railroad switchyards
- 5. Metal plating
- 6. Metal smelting
- 7. Recycling centers
- 8. Warehousing

*Buffers*. Buffers for the industrial district shall meet the following minimum guidelines from the adjacent property line:

| Proposed use   | Adjacent use  |                    |                  |                                |                     |                       |
|--|---|--------------------|------------------|--------------------------------|---------------------|-----------------------|
|  | R-district<br>or<br>single<br>-family<br>subdivision<br>exterior<br>boundary* | AR-1<br>or<br>AR-2 | Multi-<br>family | Commercial,<br>Institutional** | Light<br>Industrial | Heavy<br>Industrial** |
| R-districts or single-<br>family subdivision<br>exterior boundary* | 15 feet   | 15<br>feet         | 20<br>feet       | 30 feet                        | 300 feet            | 300 feet              |
| AR-1 or AR-2   | 15 feet   | 15<br>feet         | 20<br>feet       | 30 feet                        | 150 feet            | 300 feet              |
| Multifamily  | 20 feet   | 20<br>feet         | 15<br>feet       | 20 feet                        | 150 feet            | 300 feet              |
| Commercial,<br>Institutional**                                     | 30 feet   | 30<br>feet         | 20<br>feet       | 15 feet                        | 50 feet             | 150 feet              |
| Light Industrial**   | 300 feet  | 150<br>feet        | 300<br>feet      | 50 feet                        | 25 feet             | 25 feet               |
| Heavy Industrial**   | 300 feet  | 300<br>feet        | 300<br>feet      | 150 feet                       | 25 feet             | 25 feet               |

For projects that meet two out of the three non-metropolitan thresholds for DRI review the required buffer screening may be lessened to allow for architectural views upon approval of the zoning administrator.

Please see buffer ordinance for required plantings

5.12.1B HI-Heavy industrial conditional uses.

The following uses may be permitted on a conditional basis upon approval of the board of commissioners after review by the planning board.

- 1. Junkyards.
- 2. Shipping Container Facility, as provided in Article III, Section 3.16A.

The board of commissioners and planning board in reviewing the conditional use application, may consider the following factors:

- a. The effect the proposed activity will have on traffic flow along adjoining streets;
- b. Ingress and egress to the property;
- c. The number, size and types of signs proposed for the site;
- d. The amount and location of open space;
- e. Protective screening, either natural vegetation and/or berms, and fencing, to screen the use from public view;
- f. Hours and manner of operation;
- g. Outdoor lighting;
- h. Compatibility with surrounding land use; and,
- i. The effect of noise, dust, debris or other external impacts of the use on the surrounding uses.
- 5.12.2 All proposed uses not listed within section 5.12.1 are subject to review by the planning board and approval by the planning board and formmissioners in accordance with the following procedures:
  - 5.12.2.1 Submission of plans. The owner of a tract of land zoned or permitted by conditional use for industrial use shall submit to the planning board and board of commissioners for its review a site plan for the use and development of such tract of land. It shall then be the duty of the planning board and board of commissioners to investigate and ascertain whether the proposed activity complies with all the provisions of this chapter which pertain to section 3.16A or I (Industrial) districts. The board of commissioners may determine that a proposed activity is similar to those uses listed within section 5.12.1 or that the use is not similar. If the proposed activity is considered to be a similar use, said activity may be permitted by right. If the proposed activity is not similar to those uses listed within section 5.1.11, the use shall be subject to the approval of the county commission after review and recommendation by the planning board, subject to such conditions deemed necessary and appropriate by the board of commissioners to protect the public health, safety, and welfare of the citizens of Effingham County and to promote the purposes of this chapter. The planning board and board of commissioners

- may employ experts in specific fields as needed, and as funds are available, to determine whether a proposed use meets the required performance standards.
- 5.12.2.2 Submission requirements. Design and operation plans shall be submitted to the zoning official administrator and consist of at least the following:
- 1. Name, address, and telephone number of petitioner, architect, surveyor, engineer of designer.
- 2. Names and addresses of all property owners of the site.
- 3. Zoning district classification of adjoining land.
- 4. Site plan to include the following:
  - a. Location and dimensions of existing and/or proposed structures with the type of usage designated.
  - b. Proposed and existing access and egress.
  - c. Proposed and existing right-of-ways.
  - d. Proposed and existing easements.
  - e. Proposed and existing water, sewer, and storm-water facilities.
  - f. Proposed and existing buffers.
  - g. Setbacks.
  - h. Streams, lakes, and jurisdictional wetland areas.
  - i. Proposed waste treatment/handling facilities.
  - j. Proposed parking.
  - k. Proposed outdoor lighting and signage.
  - 1. Proposed hours of operation.
  - m. Traffic study.
  - n. Where the noise generated by the proposed development is expected to exceed 55 dB(A) at any point along the property line, the developer shall provide a detailed proposal for noise-reduction measures and shall depict said improvements on all site plans.
  - o. A dust and debris mitigation plan to keep the roads clean.
- 5. Written report outlining the industrial operation, schedule of development, and listing the toxic and/or hazardous materials regulated by local, state, or federal regulations, including disposal/handling plans of said materials.
- 5.12.3 Referral and authorization. A written report of its findings shall be furnished by the planning board to the county commissioners. The planning board may suggest disapproval, recommend the plan as submitted, or may modify, alter, adjust, or amend the plan before recommendation, and in recommending it, may propose the prescribing of other conditions. The report of the planning board to the county commission shall include a finding as to whether the proposed use is consistent with the provisions and requirements of the zoning

- ordinance. If the county commissioners find that the proposed use is consistent with the purpose of the zoning ordinance to promote the public health, safety, and general welfare, it may approve the rezoning.
- 5.12.4 Performance standards. All industrial permitted and conditional uses must conform to the following performance standards:
  - 5.12.4.1 Smoke. The emission from any air contaminant source the opacity of which is equal to or greater than 40 percent shall not be permitted. Furthermore, from fuel-burning equipment, visible emissions the opacity of which is equal to or greater than 20 percent, except for one six-minute period per hour of not more than 27 percent opacity, shall not be permitted. Any operation, process, handling, transportation, or storage facility which may result in fugitive dust shall take all reasonable precautions to prevent such dust from becoming airborne. The percent opacity from any fugitive dust source shall not equal or exceed 20 percent. "Opacity" means the degree to which emissions reduce the transmission of light and obscure the view of an object in the background, and is expressed in terms of percent opacity. The measurement of percent opacity does not include the measurement of the obscuration of view due to uncombined water droplets. Any determination of the percent opacity shall be made by the arithmetic average of six minutes of data.

Any visual observation or determination of opacity taken for the purpose of determining compliance with any requirement of this standard shall be made by personnel certified according to procedures established for such certification by the Georgia EPD or by US EPA to make such observation or determination.

- 5.12.4.2 Odor. Any process which may involve the creation or emission of any odors shall be provided with a secondary safeguard system, so that control will be maintained if the primary safeguard system should fail. There is hereby established as a guide in determining such quantities of offensive odors Table 3 (Odor Thresholds) in Chapter 5, Air Pollution Abatement Manual, copyright 1951, by Manufacturing Chemists Association, Inc., Washington, D.C. Where said publication gives range of figures a simple average of these shall be used.
- 5.12.4.3 Toxic gases. The emission of gases or fumes injurious to persons or property beyond the lot lines occupied by the use is prohibited.
- 5.12.4.4 Glare and heat. Glare and heat from arc welding, acetylene torch cutting, or similar processes shall be performed so as not to produce glare which is visible, or objectionable heat beyond the property line of the lot on which the operation is located. Direct glare from incandescent exposed lights shall not be visible from adjoining streets or properties. All lighting shall be downward facing and shielded.
- 5.12.4.5 Wastewater. No discharge is permitted at any point in any private sewage disposal system or stream or into the ground of any materials in such a way or of such nature or temperature as could contaminate any water supply, or otherwise cause the emission of dangerous objectionable elements, except in accordance with the standards as approved by water pollution control boards of appropriate agencies of the state department of natural resources.

- Furthermore, no accumulation of solid wastes conducive to the breeding of rodents or insects shall be permitted.
- 5.12.4.6 Storage of toxic or hazardous wastes, chemicals, and materials. Any applicant who intends to store, handle, or transport toxic or hazardous waste, chemicals, or materials shall submit to the county fire marshal a listing of all compounds and contents to be contained on the proposed site. Upon approval by the county fire marshal that the use, transport, and storage of said materials meets the federal and state guidelines, the applicant shall be issued a permit authorizing such secured storage. Disposal of toxic or hazardous wastes, chemicals, and materials is prohibited.
- 5.12.4.7 Vibration. Any use creating intense earthshaking vibration shall be set back as far as possible from the lot lines on all sides, and in no case shall any such vibration be perceptible along any lot line.
- 5.12.4.8 Buffer/screening. Please refer to section 3.4 buffers ordinance.

## 5.12.5 Uses prohibited.

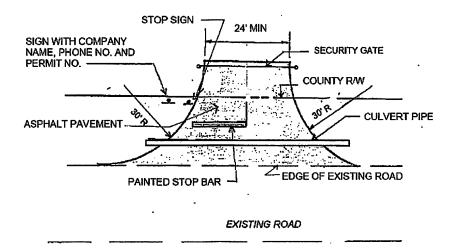
- 1. Residential subdivisions
- 2. Single-family residences
- 3. Churches
- 4. Single-family dwellings
- 5. Multifamily dwellings
- 6. Childcare centers (a childcare center may be allowed as a conditional use to make childcare available to the employees of an industrial site).

## 5.12.6 Reserved.

- 3.16A Shipping Container Facility.
  - a. Buffers. A Shipping Container Facility shall be subject to the buffer requirements for Heavy Industrial uses pursuant to Section 3.4 Buffers. A variance to the buffer requirements may be requested, according to the following:
    - a. The width of the vegetative buffer required in HI-Heavy Industrial may be reduced six (6) feet for every one (1) feet of berm height.
  - b. Facility Operation Limitations. Open-air stacking of Shipping Container shall not exceed two (2) Shipping Containers. All repairs, with the exception of general maintenance and minor repairs, shall only occur within an enclosed building.
  - c. Signs. All signage shall meet the requirements for signs in industrial districts per Part II, Chapter 62-Signs, Article III, Section 3.38 Signs.
  - d. Parking and access. Parking and access for customers and employees must be provided on-site, pursuant to Section 3.30 Off-street access control and parking.
  - e. Hours of Operation. Days and hours of operation requiring access by customers and/or clients shall be Monday through Saturday, daylight hours only, except in cases of emergencies, natural disasters, or required maintenance.
  - f. Uses permitted. Shipping Container Storage, including offices related to the business operations.
  - g. Uses not permitted: Any use which is ineligible for state or local permits, or an Effingham County Occupational Tax License.
  - h. Performance Standards. Shipping Container Storage Facilities are subject to Section 5.12.4 Performance Standards.
  - i. Approval. A Shipping Container Facility conditional use application shall be submitted for review by the Planning Board and approval by the Board of Commissioners.
  - j. Transportation network and Road Impacts.
    - a. A Traffic Impact Study shall be required, pursuant to the Effingham County Traffic Impact Study Requirements.
    - b. All vehicles entering and exiting the site are subject to Section 74-8 Designated Truck Routes.
    - c. The property on which the Shipping Container Facility is proposed must have frontage on a paved roads built to county or GDOT standards.
    - d. No shipping container facility operators or transportation partners, customers, etc., shall damage any portion of a county road or right-of-way or cause a road to become impassable or unsafe to normal passenger traffic.
  - Minimum requirements for operating a Shipping Container Facility using a county road access:
    - a. Entrance drive/road into shipping container facility property is to be paved from edge of existing road to county right-of-way or to radius point. Pavement is to be at minimum 8" thick graded aggregate base course with 3" thick asphalt surface course.

- b. Pavement section is to be twenty-four (24) foot minimum width at County right-of-way, with a thirty (30) foot radius on each side.
- c. Figure 1 of this section illustrates the shipping container facility entrance road requirements.
- A driveway culvert is to be installed if the right-of-way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right-of-way
- e. The shipping container facility operator must install a sign facing the county road. The sign shall include the following information:
  - i. Operator/company name
  - ii. Operator/company phone number
- f. "Trucks Entering Road" signs are also to be installed at locations to be determined by the county engineer. A "Stop" sign is to be placed in the right-ofway to control trucks entering a county road from the shipping container facility.

Figure 1 Shipping Container Facility Entrance Road Requirements



# **Staff Report**

Subject: Radio Tower Aircraft Warning Lights Replacement

Author: Chris Reed, I.T. Director, Clint Hodges, Fire Chief/EMA Director,

Jay Spinks, E911 Director, Jimmy McDuffie, Sheriff,

Wanda McDuffie, Emergency Medical Services (EMS) Director

**Department:** Information Technology, Fire/Emergency Management, E911 Services,

Sheriff's Office, Emergency Medical Services (EMS)

**Meeting Date:** 11-15-2022

**Item Description:** Consideration to approve a replacement service with Mobile Communications America (MCA) for the replacement of the Radio Tower Aircraft Warning Lights.

**Summary Recommendation:** Effingham County's emergency service's radio tower located at the landfill site had a failure of the top light around the beginning of September. This poses a risk for air traffic in the area of the tower due to the missing warning light. MCA called the tower light outage into the FAA and suggest replacing the whole lighting system rather than just replacing the bulb due to age.

## **Executive Summary/Background:**

- 1. The top light failed around the beginning of September and was called into the FAA.
- 2. Initial repair cost (bulb replacement) was \$5000, that is for the bulb and a tower crew to climb the tower and replace it.
- 3. The last bulb was replaced around 3 years ago.
- 4. The current lighting system is over 10 years old and is having parts breakdowns, terminal connections cracking from age, strobe power supply weak from age and now a bulb out.
- 5. MCA is suggesting that we replace the whole lighting system on the tower with a newer style LED strobe system bringing the lights up to current FAA standards.
- 6. The new lighting system will have a 5 year warranty and is expected to have 15 20 years of operation.
- 7. Fines for failure to maintain the structure and fines for obstruction lighting failure can be assessed by the FCC based off rules by the FAA. The fines could be in the tens to hundreds of thousand dollars.
- 8. This communications infrastructure is critical to all Public Safety including county Fire, EMS, Sheriff's Office, EMA, our cities Law Enforcement, and Fire, along with State and Regional agencies including State Patrol, Forest Service, Department of Natural Resources, Flight EMS Services, and other SEGARRN Public Safety members.
- The board has approved and spent millions building out, upgrading, and maintaining our Public Safety communications infrastructure in the past, it would be a major loss to the community to not maintain it and let it fail.

#### Alternatives for Commission to Consider:

- 1. Board approval of the replacement service with Mobile Communications America (MCA) for the replacement of the Radio Tower Aircraft Warning Lights.
- 2. Board approval of only replacing the bulb and risk another lighting failure in the near future.

3. Do not approve the Services Agreement with MCA or replacing the bulb and risk fines from the FAA / FCC.

## **Recommended Alternative:**

Staff recommends Alternative number 1

Other Alternatives: N/A

**Department Review:** Information Technology / Emergency Management / 911 Services / Sheriff's Office / Emergency Medical Services (EMS)

**Funding Source:** Total: \$ 35,932.14 to be paid, funded by the General Fund. This was not budgeted in this budget year.

## **Attachments:**

- 1. Lighting Replacement Service Quote
- 2. Lighting System Drawings
- 3. Lighting System Information Pamphlet
- 4. Article on "Tower Lighting" from Tower Times

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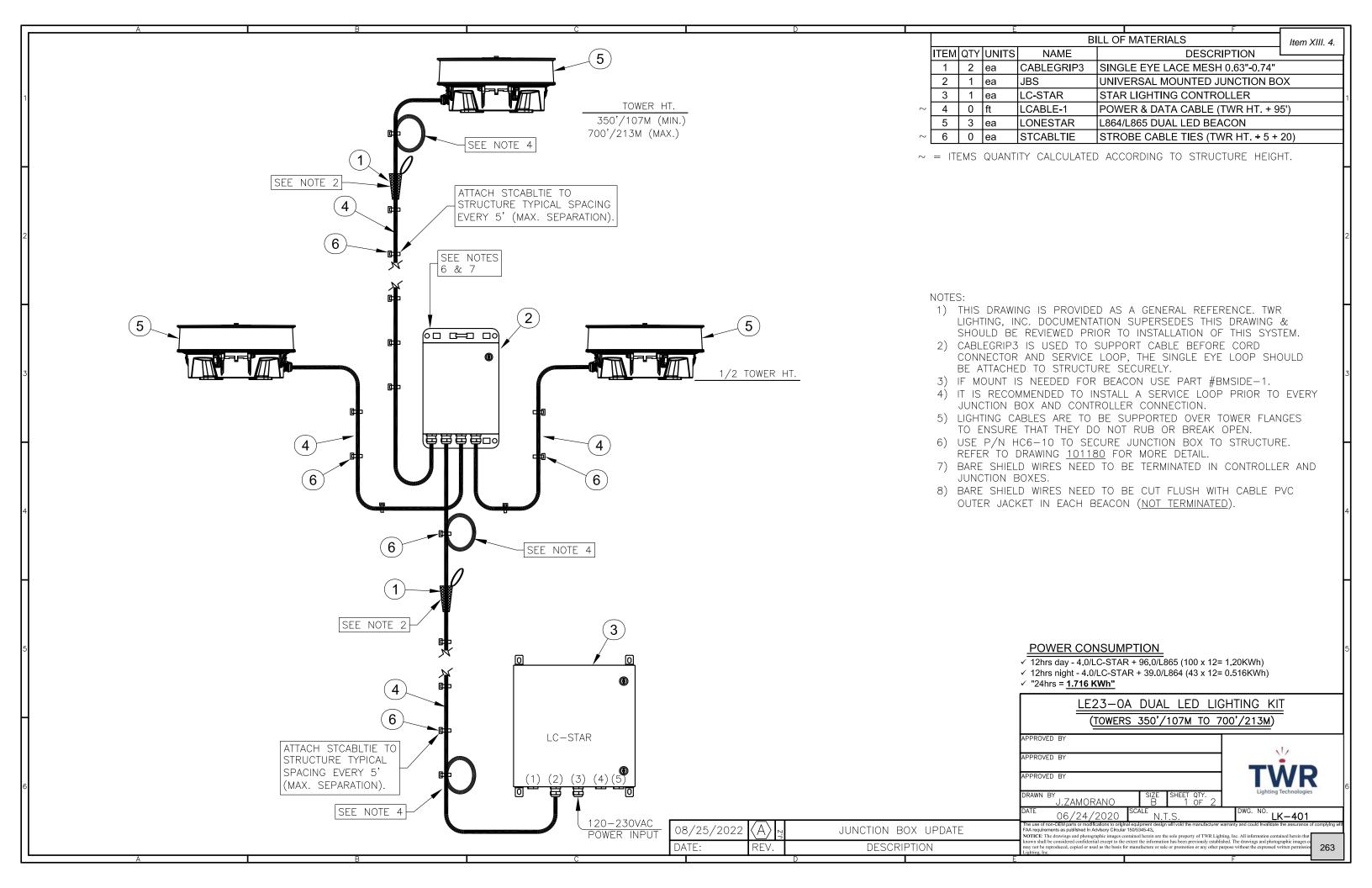


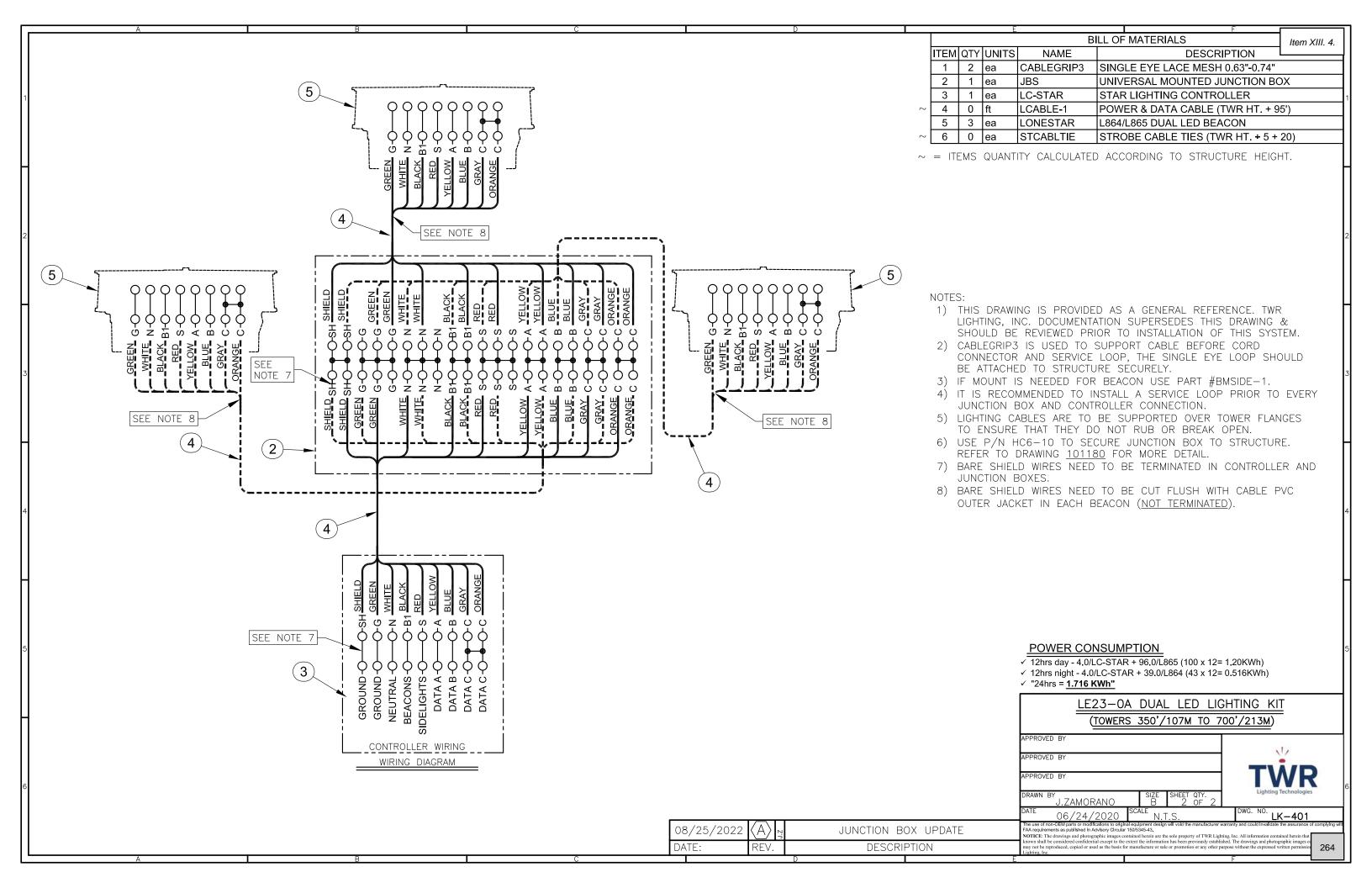
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11 MINUS AVENUE P.O. BOX 7328 GARDEN CITY, GEORGIA 31418 (912) 964-1479 ● 1-800-634-0446 ● FAX (912) 966-5724 STATESBORO (912) 489-2878 ● BLUFFTON (843) 837-7715

|  | Effingham County     |            |              | ATTN:                |        |                       |     |                |
|--|----------------------|------------|--------------|----------------------|--------|-----------------------|-----|----------------|
|  |                      |            |              | PHONE:               |        |                       |     |                |
|  | Springfield, Ga      |            |              | PO#:                 |        |                       |     |                |
|  |                      |            |              | ACCT # :             | _      | DATE:                 | 11/ | 1/2022         |
|  | NE                   | W TOWER    | LIGHTING     | SYSTEM LANDFILL 1    | OWER   |                       |     |                |
| QTY  | MODEL NUMBER         |            | EQUIPMENT    | DESCRIPTION          | UNIT F | PRICE                 |     | TOTAL PRICE    |
| 1  | LE23-OA              | FAA E2 I   | R 120vac M   | edium Intensity Type | \$22,8 | 357.14                | \$  | 22,857.14      |
|  |                      | L-864/86   | 5 LED Lighti | ng System            | \$     | -                     | \$  | -              |
|  |                      | Includes 1 | New Dual R   | ed/White Top Beacon, | \$     | -                     | \$  |                |
|  |                      | 2 Each D   | ual Red/Wh   | ite Side Beacons     | \$     | -                     | \$  | . <del>-</del> |
|  |                      | and 1 Ea   | ch LC-STAF   | R Controller and All | \$     | -                     | \$  | -              |
|  |                      | New Ligh   | ting Cable   |                      | \$     | -                     | \$  | N=             |
|  |                      | Includes   | Infrared Led | 's To Meet New       | \$     | -                     | \$  | •              |
|  |                      | FAA Star   | ndards       |                      | \$     | -                     | \$  | -              |
|  |                      |            |              |                      | \$     | -                     | \$  | -              |
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|  |                      |            |              |                      | \$     | -                     | \$  | -              |
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|  |                      |            | Quote Vai    | d for 30 Days        | \$     | -                     | \$  | -              |
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|  |                      |            |              | EQUIF                | MENT   |                       |     | 22,857.14      |
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| The second secon | epeater/Site Rental: |            |              | SU                   | BLET-T | and the second second |     | 12,500.00      |
|  | ervice Agreement:    |            |              |                      |        | POSIT                 |     | -              |
|  | ordination Fee:      |            |              | _                    | TOTA   | L DUE                 | \$  | 35,932.14      |
|  | Day Per Mobile Unit: |            |              | _                    |        |                       |     |                |
| Terms Acc  | cepted:              |            |              | _                    |        |                       |     |                |
| Ву:  |                      |            |              | PRESENTED BY         | :      | Do                    | n B | igbie 334      |
| Quotation  | Good For:            | 30         | _ Days       |                      |        | _                     |     |                |
|  |                      |            |              | ACCEPTED BY          | :      | K                     | 7   |                |







# FAA Aviation Obstruction Lighting ("Tower Lighting")

Very few facets of tower ownership pose the liability to the tower owner that improper lighting, marking, and monitoring do. In Order 13-30 released March 1, 2013, the FCC states, "An aviation accident attributable to an air obstacle occurs every twelve days on average. More than ninety-five percent of those accidents are related to wires, utility poles, or static lines, and eighty-five percent of them occur during the day." Wrongful death or serious injury lawsuits and settlements associated with aircraft impacts to tower structures are commonly in the seven figure range.

FCC fines for improper lighting, marking, and monitoring normally vary from \$10,000 to \$30,000 depending on the severity of the infraction. In the average year, the FCC may assess over \$300,000 in fines for these violations. In addition this can be a public relations issue for the tower owner to manage which has un-assignable costs to the owner through damage to reputation.

Publicly owned corporations may experience a loss of stock value due to investor concerns of overall compliance. For the site manager or corporate compliance officer, the result can be career ending.

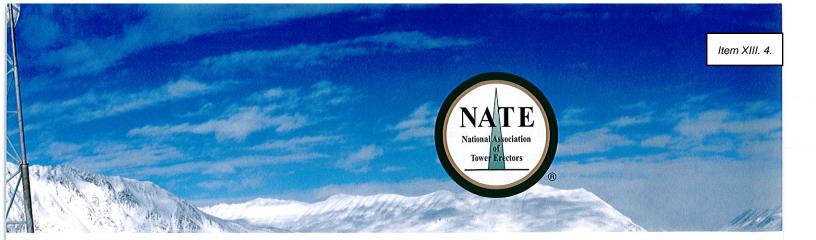
The tower erector and/or tower lighting service company may also be at risk of litigation from the structure owner. "Flow down" lawsuits are perceived as a possible avenue to shift responsibility and blame. It is important to understand that the majority of tower owners hire contractors who through the Master Service Agreement, are stating that they are experienced with the marking and lighting requirements.

A quick look at the rules: In CFR Title 47, Subpart C, the FCC names the FAA as the department responsible for creating and maintaining the regulations that govern the manner in which structures may be lighted, marked, and monitored. The FAA, however, has no authority to assess fines or other actions as does the FCC. In short, the FAA makes the rules and the FCC is the enforcer. Monitoring requirements are an exception; both branches have requirements for monitoring structure lighting.

#### Lighting and Marking

With no intentional disregard to other FAA Advisory Circulars (AC's), the AC of primary importance addressing structure lighting, marking, and

Initial PAN advisory group members are Dave Anthony, President of Shenandoah Tower Service, Ltd.; John Erichsen, Principal EET PE, Chairman TIA Committee TR14; Scott Kisting, Vice President of MUTI-Sabre Industries Telecom Services; Stephanie Brewer, Compliance Coordinator, MUTI-Sabre Industries Telecom Services; and Dale Heath, Product Line Manager of CommScope.

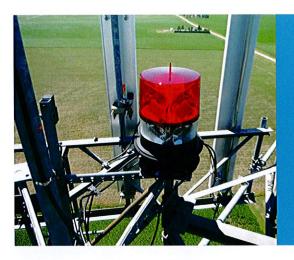


monitoring is the current (as of this writing) AC 70/7460-1K Chg 2 "Obstruction Marking and Lighting" which details the proper lighting configurations and paint schemes for most structure types by height above ground level (AGL) and other variables. Chapters from the "7460" are normally referenced when the FAA issues a determination for a structure. Appendix 1 in the 7460 illustrates the different types of lighting configurations by letter code. For example, Chapters 4 and 12 are usually referenced for monitoring and overall lighting/marking regulation purposes. A determination referencing Chapters 4, 8, and 12 would indicate a medium intensity dual ("E") system. Chapters 3, 4, 5, and 12 would indicate a determination for red lighting at night and paint for day ("A"). Chapters 4, 6, and 12 indicate medium intensity 24-hour white ("D") lighting is to be used. The same method of chapter reference would be used for "B", "C", and "F" configurations, associating Appendix 1 with the overall height of the tower AGL to determine the number of light levels and lights/ types required at each level.

#### The Migratory Bird Ruling

The FCC's Order on Remand effective June 18, 2012 included considerations for impacts to towers by migratory birds. One positive note from this order offers owners of towers over 350' AGL the opportunity to omit all levels of L-810 "side marker" lights in A, E, and F configurations provided the red L-864 lighting

synchronized flash rate is between 27 and 33 flashes per minute (FPM) and the light output of the beacons remains within the allowable range of 2,000 candela +/- 25%. Considering the maintenance requirement for these lights, this is a very attractive option for many tower owners. Al and El configurations filed under this stipulation must synchronize and flash the



Picture 1: Beacon nested within panel antennas creating an unsafe, obstructed view. Not only is this tower owner subject to a Notice of Violation and forfeiture, the window of liability exposure is wide open if an aircraft incident occurs.

L-810 markers with the L-864 beacons, meaning little gain for the tower owner. Tower owners must request this configuration at filing. NOTE: Existing towers must be re-filed with the FCC along with the required request form prior to eliminating the L-810 marker light levels.

## Common Lighting Installation/Maintenance Mistakes

 Obstructed View - Possibly the most common error is to mount tower lighting inside an array of

continued on next page

panel antennas, or to add antennas to an existing structure and obstruct the view of the tower lighting. Unobstructed view is iterated throughout the AC 70/7460-1K Chg 2. The top beacon on the tower must not be obstructed or a second beacon must be added (see Picture 1). Lower level beacons and markers must exhibit a 360 degree unobstructed view (see Pictures 2, 3). Failure to follow this procedure creates an unsafe condition.

- Leveling Since the FAA requirements in AC 150/5345-43G dictate beam path, tower lighting is directional. The lighting must be installed in a level, upright manner to ensure proper visibility.
- Top Beacon Placement While the AC 70/7460-1K Chg 2 allows a 10' buffer in positioning lower levels of lighting, the top beacon must be mounted on the tower top unless the beacon cannot be

Picture 2: L-810 side marker light mounted behind antenna, creating an obstructed view.



supported by a top appurtenance. For example, the beacon can be mounted on a pole (the pole should be designed for this intent and certified to the TIA-222-G addendum II specification) and raised above an array of panel antennas. If raising the beacon would prohibit future inspection and maintenance, the beacon may be lowered to a maximum of 10' below the top of any antenna or

other appurtenance on the structure and a second beacon may be added at the same level to provide unobstructed view.

High Intensity lighting systems normally used on towers over 500' AGL in height may require a medium intensity Antenna Obstruction Light (AOL) atop a broadcast antenna, provided this appurtenance extends 40' or more above the main structure (top of tower steel).

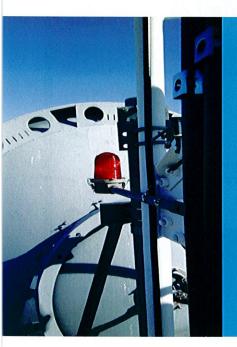
■ Cable Attachment - Simple steel band clamps are not designed to support cable and should never be used for this purpose.

#### Maintenance

Many times maintenance is overlooked on lighting systems. This is normally the most expensive method of maintenance considering a mobilization fee and mileage charge is often included with each separate service call. As one owner put it, this method is very similar to calling a landscaper to mow a different section of your yard every day.

Respected tower lighting service companies can often save tower owners substantial expenditures (and headaches) through a long-term maintenance plan. PMs (Preventative Maintenance) by qualified service companies will not only include necessary repairs, but replacement of parts that are at the end of their life cycle. A full inspection of the system and, when applicable, the orange and white paint bands with full documentation should include a list of parts replaced and photographs of the system components. It is important to understand replacement of the lamps or tubes in the lights is not the only consideration. Crazed lenses must be addressed (see picture 4). The FCC requires an annual inspection

continued on page 68



Picture 3: The FCC will allow an adjustment in the placement of an antenna with the proper filing, or the FAA (see AC70/7460-1K Chg 2) allows an adjustment in the placement of the lighting tiers by up to 10'. It is critical to understand that this is a 10' measurement from ground level, not to the base of the tower. Counting tower sections is not a safe means of measurement. All lighting must have an unobstructed view.

and cleaning of lenses on the lighting system at the tier levels. Crazed lenses (damage from UV rays and other sources creates tiny cracks in the lens that inhibit the output of the light) must be replaced.

#### Lighting Inspection

The FCC may, upon application and successful investigation, allow tower owners who use automated monitoring systems that meet or exceed all minimum requirements to perform the inspection on an annual basis rather than on three month intervals. Contact your district FCC office or see www.FCC.gov for more information.

#### Monitoring

Tower light monitoring is referenced in many areas of the FCC and FAA regulations. Lighting can be monitored by either visual or automated means, but

Picture 4: Note the crazed lens. Either the lens or the entire flashhead must be replaced.



thorough documentation and recording is required in either case. Good tower monitoring practices are the basis for safety of air traffic flying near the tower and reduction of liability exposure. In the interest of brevity, we will only list a few points of reference from the regulations herein:

- 1) FCC CFR Title 47, 17.47: Describes FCC monitoring requirements such as checking the lighting system status every 24 hours and inspection of the automated alarm reporting system every 3 months.
- 2) FCC CFR Title 47, 17.48: Defines the time parameters for reporting light outages.
- 3) FCC CFR Title 47, 17.49: Details the requirements for records of tower light monitoring, outages, and repairs.
- 4) FAA AC70/7460-1K Chg 2, Chapter 2 Paragraph 23: States FAA monitoring requirements (NOTE: The fine print notes at the bottom of the pages contain important information. Read thoroughly.)
- 5) FAA AC150/5345-43G, Section 3, 3.3.5.1.1: Describes alarm conditions such as missed flashes and wrong intensity.

# **STAR Series LED Beacon**

"The only beacon you'll need"

## **Medium Intensity Obstruction Light:**

LONESTAR - FAA-L864/865 Dual Red/ White w/IR DAYSTAR - FAA-L865 White w/IR

NIGHTSTAR - FAA-L864 Red w/IR



Item XIII. 4.



#### **Overview**

The STAR Series are medium intensity flashing LED obstruction beacons designed for reliable day and night time marking of structures. This light integrates a robust mechanical structure and modular electronics with the most advanced LED optics and controls creating the cleanest installation by only requiring a single controller and cable, making this the easiest lighting system to maintain and operate in the industry.

The modular electronics allow for field repairs. This medium intensity flashing beacon is capable of accepting AC or DC input power and offers the first ever optional power supply available in the beacon or in the controller.

#### Standards and Certifications

- FAA AC70/7460-1M
- ICAO Annex 14 Volume 2
- CAR 621
- DGAC

## **General Specifications**

| Operating Voltage              | 120-240 VAC<br>(Optional: 24-48 VDC)                |  |  |  |
|--------------------------------|---|--|--|--|
| Frequency                      | 50/60 Hz  |  |  |  |
| Beacon Dimensions<br>LxWxH     | 18.5 x18.5 x 8.5 in.<br>(469.9 x 469.9 x 215.9 mm.) |  |  |  |
| Beacon Weight                  | 36 lbs.<br>(16.3 kg.)                               |  |  |  |
| Controller Dimensions<br>LxWxH | 18.5 x18.5 x 8.5 in.<br>(469.9 x 469.9 x 215.9 mm.) |  |  |  |
| Controller Weight              | 25 lbs.<br>(11.4 kg.)                               |  |  |  |
| Protection Rating              | NEMA 4<br>IP66                                      |  |  |  |
| Operating<br>Temperature Range | -67°F to +130°F<br>(-55°C to +55°C)                 |  |  |  |
| Power Consumption              | Night >15 watts<br>Day >35 watts                    |  |  |  |

## **Key Features**

- Five-year warranty
- Electronics available in light fixture or at ground level
- Modular design, easy access to all components
- Simpler cable installation
- Low power consumption
- 15-20 years of operation
- Infra-red (IR) included
- Transient protection per IEEE C62.41-1991
- Optional GPS synchronization
- Option DC power supply

#### **Performance**

- Effective intensity 20,000cd white, 2,000cd red and 246mW/sr IR Radiant
- Horizontal beam coverage 360 degrees
- Vertical beam coverage 3 degree
- Form "C" failure alarm
- LED Temp Comp



# STAR Series LED Beacon

"The only beacon you'll need"

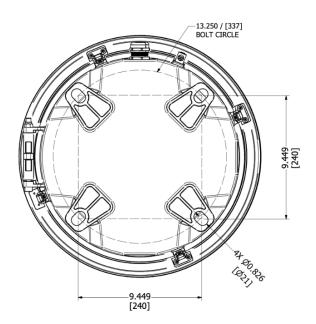
## **Medium Intensity Obstruction Light:**

LONESTAR - FAA-L864/865 Dual Red/ White w/IR

DAYSTAR - FAA-L865 White REDSTAR - FAA-864 Red w/IR



Item XIII. 4.



#### Flashes Per Minute

| Product                  | Night | Day |
|--------------------------|-------|-----|
| L864-IR (Red)            | 30    | -   |
| L865-IR (White)          | 40    | 40  |
| L864-IR/L865 (Red/White) | 30    | 40  |

# Power Consumption @ 20° C

| Product                  | Night  | Day  |
|--------------------------|--------|------|
| L864-IR (Red)            | 12.5 W | 1 W  |
| L865-IR (White)          | 7.5 W  | 32 W |
| L864-IR/L865 (Red/White) | 12.5 W | 32 W |

## **Optional Monitoring Features**

## Monitoring Features

- 10 Additional alarm inputs
- Cabinet access alarm
- SNMP programming Get/Sets
- SNMP traps for alarms
- System operation event history record
- Manual control override of connected lights
- Cabinet temperature
- Backup battery discharge protection
- Real-time clock / Eprom for configuration
- 0-30 VDC analog monitoring ports

## **Monitoring Options**

- GPRS/CDMA wireless modem
- Ethernet TCP/IP modem

## **Monitoring Services**

- FCC QLI Compliant
- TWR Web Portal provides online access to review your monitored sites
- Automatic email notification of NOTAM status changes
- TWR NOC full reporting monitoring service
- HIMS (Hark Independent Monitoring Service) (Client-monitored)



#### **STAFF REPORT**

Subject: 2022 Employee Appreciation- Holiday Gift Card

Author: Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

Meeting Date: December 6, 2022

Item Description: Request authorization to provide County staff members/employees with a \$25

gift card for the holidays.

**Summary Recommendation:** Staff would like to provide each full-time staff member/employee

with a \$25 gift card for the holidays.

## **ALTERNATIVES FOR THE COMMISSION TO CONSIDER:**

1. Approve and allow staff to purchase holiday gift cards.

2. Disapprove and provide staff with guidance on how to proceed.

FUNDING: \$10,625 for 425- \$25 gift cards; may require a budget amendment later in the year.

**RECOMMENDED ALTERNATIVE:** Alternative #1

## **Staff Report**

**Subject:** Request approval to upgrade an IT position.

Author: Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

Meeting Date: December 6, 2022

**Item Description:** Request approval to upgrade an IT position.

**Summary Recommendation:** 

Staff requests authorization to upgrade an IT position to accommodate growth and

demand.

## **Executive Summary/Background**

Due to the increase in staff and software applications varying by departments, IT's workload has increased both in service and technical calls for support. Currently, the Director and Deputy Director are running service calls. This position upgrade would allow IT to function and flow more efficiently; the IT department would split into three main areas: software, hardware, and security. This split would allow for a better customer service experience for internal and external customers.

## **Alternatives for Commission to Consider**

- 1. Approve the request to upgrade one IT position.
- 2. Disapprove the request and provide staff with guidance.

#### **Recommended Alternative:**

Staff recommends Alternative 1.

## Other Alternatives:

None.

**Department Review:** County Manager, Finance, and Human Resources.

**Funding Source:** The position upgrade is partially funded by currently budgeted funds for personnel. It may require a future amendment.

## **Staff Report**

**Subject:** ACCG Amendment to Schedule B of the Fee Schedule.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

Meeting Date: December 6, 2022

Item Description: Approval updating ACCG Amendment to Schedule B of the Fee

Schedule.

## **Summary Recommendation**

Staff recommends approving the amendment to ACCG Schedule B of the Fee Schedule. Potential savings of \$12,600 annually. Currently paying 252 inactive participant fees at \$12.50 per participant; \$3,150 quarterly.

## Background

Effingham County is one of the last two counties in Georgia to pay the fees on inactive accounts, thus allowing funds to remain on the books indefinitely since the costs are being taken care of by the county. Switching over will cause the inactive participants to roll over their funds or eventually zero out their balances.

#### **Alternatives**

1. Recommend approval of ACCG Amendment to Schedule B of the Fee Schedule.

2. Disapprove and provide staff with guidance on how to proceed.

Other Alternatives: None

**Department Review:** County Manager, Human Resources, and Finance.

**Funding Source:** If approved, there will be a reduction in already budgeted funds to the General Fund.

**Attachments:** ACCG- Effingham County Amended Schedule B- Fee Schedule.

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# SCHEDULE "B" EFFINGHAM COUNTY FEE SCHEDULE

## Asset Based Fees- Amended Effective January 1, 2023

Effingham County participants will pay no Asset Bases Fees or Annual Participant Fees. These fees will be billed directly to the County in quarterly increments. Participants will be charged the Inactive Participant Fee, where applicable.

Asset-Based Fee Based on Jurisdiction's Total Assets\* (in basis points)

|   | Jurisdiction's Total Assets |   |  |                           |  |  |  |
|---|-----------------------------|---|--|---------------------------|--|--|--|
| Portion of Participant<br>Account Balance** | Less than \$1<br>million    | Between \$1<br>million and \$5<br>million | Between \$5<br>million and \$10<br>million | Greater than \$10 million |  |  |  |
| First \$5,000                               | 200                         | 175                                       | 140  | 125                       |  |  |  |
| Next \$5,000                                | 175                         | 150                                       | 100  | 75                        |  |  |  |
| Next \$15,000                               | 25                          | 20  | 15   | 10                        |  |  |  |
| Over \$25,000                               | 0                           | 0   | 0  | 0                         |  |  |  |

<sup>\*</sup>Total combined assets of the Plan(s) shall be evaluated at each calendar year end.

## **Other Fees**

| Account Establishment Fee:           | None   |
|--------------------------------------|--|
| Miscellaneous Fees:                  |  |
| Annual Participant Fee:              | Annual fee of \$20.00 per Participant assessed quarterly   |
| Inactive Participant Fees†:          | Annual fee of \$50.00 per Participant assessed quarterly (waived for account balances greater than \$25,000) |
| Investment Allocation Changes:       | \$10.00 per change if not completed through the automated telephone or electronic communication system       |
| Non-electronic Payroll Processing:   | \$1.00 per Participant per payroll   |
| Manual transactions/large quantity:  | To be negotiated as needed   |
| Employer multiple site payrolls:     | \$100.00 per additional site   |
| Errors not caused by ACCG:           | To be negotiated as needed   |
| Employer requested special projects: | To be negotiated as needed   |

<sup>†</sup>Any Participant maintaining an account balance with no new contributions during any calendar quarter shall be charged an Inactive Participant fee.

<sup>\*\*</sup>Participant Account Balance is based on the average daily balance during the preceding quarter.

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ACCG may once each calendar year amend this  $\underline{Schedule\ "B"}$  upon one hundred and twenty (120) days prior written notice to the Employer.

We have read and understand the above <u>Schedule "B"</u> and agree to its terms as evidenced by the signatures set forth below.

|        | EMPLOYER | ASSOCIATION COUNTY<br>COMMISSIONERS OF GEORGIA |  |
|--------|----------|--|--|
| Ву:    |          | By:  |  |
| Γitle: |          | Title:   |  |
| Date:  |          | Date:  |  |

# **Staff Report**

Subject: Approval of Change Order #2 for DPR Architecture for Contract 20-006 for A/E

Services for six buildings

Author: Alison Bruton, Purchasing Agent

Department: Misc.

Meeting Date: December 6, 2022

**Item Description:** Change Order #2 for DPR Architecture for Contract 20-006

**Summary Recommendation:** Staff recommends approval of Change Order #2 for DPR Architecture for Contract 20-006 for A/E Services for additional site work at the EMS Addition

## **Executive Summary/Background:**

- Effingham County currently has contract 20-006 in place with DPR Architecture for A/E services for the design and construction management for six facilities.
   One of those buildings is the EMS facility.
- During conversations regarding the EMS facility, additional items were added to the scope:
  - Add front parking lot improvements
  - Design detention pond
- DPR has requested \$6,000 for the additional items. Staff has reviewed and recommends approval.

## **Alternatives for Commission to Consider**

- Approval of Change Order #2 for DPR Architecture for Contract 20-006 for A/E Services for six buildings in the amount of \$6,000
- 2. Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** County Manager, Purchasing

Funding Source: SPLOST

Attachments:

- 1. DPR Agreement and CO1
- 2. Change Order 2



12-A EAST GRADY STREET STATESBORO, GA 30458 (912) 764-6288

KEVIN PALMER FRANKLYN R. D'ARCANGELO



#### FOR PROFESSIONAL SERVICES RENDERED:

| Date     | 16-Nov-22 |
|----------|-----------|
| Pro. No. | 2028      |

Change Order request No. 2

Effingham County Board of Commissioners

Mr. Tim Callanan County Manager Project Description Contract No. 20-105-006

Architectural / Engineering Services

6 buildings / facilities

601 N. Laurel St. Springfield GA 31329

In accordance with proposal for Architect's Services dated April 13, 2020 the statement of your account is as follows:

Basic Services Fee =

=

165,450.00

C.O.#1 New Design for Maintence Building (approved)

65,900.00

Description Proposed Amount

#### P.C.O #2 Additional Site work at EMS Addition

\$ 6,000.00

- a. Design Detention Pond
- b. Add Front Parking lot improvements to scope of project

TOTAL PROPOSED CHANGE ORDER\$ 6,000.00Total Change Orders to Date\$ 65,900.00Total Proposed New Contract Sum\$ 237,350.00

Frank R. D'Arcangelo Architect

FLE. Nyb

DPR Architects

Owner

Effingham County

Effingham County Board of Commissioners

804 S. Laurel St. Springfield GA 31329

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

Date:

# Change Order Request from Parker Engineering Effingham County EMS Expansion

## wsherrod@parker-engineering.com

Nov 15, 2022, 11:09 AM (1 day ago)

to me, wesley

## Frank,

As it has been confirmed that the EMS facility is within the City of Springfield, and as it appears that the County is implying that they will defer to the City for drainage requirements, and having just discussed this with Wesley, we believe that we could perform the EMS additional services for \$6,000. Please let me know if you and the County are OK with this figure and we shall proceed.

Thanks and sincerely,

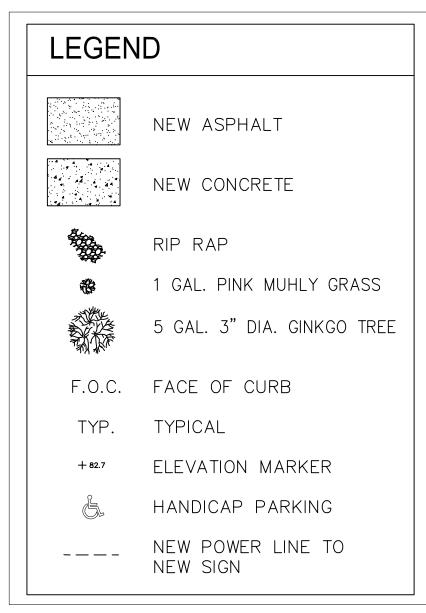
Wesley Sherrod, P.E. **Parker Engineering** 36 Courtland St. #B Statesboro GA 30458 912-764-7722

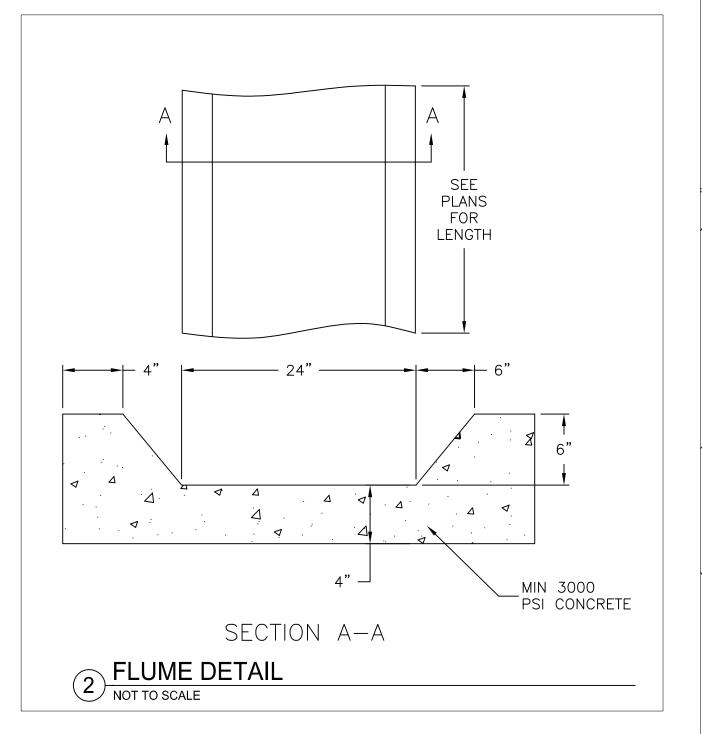
#### Frank,

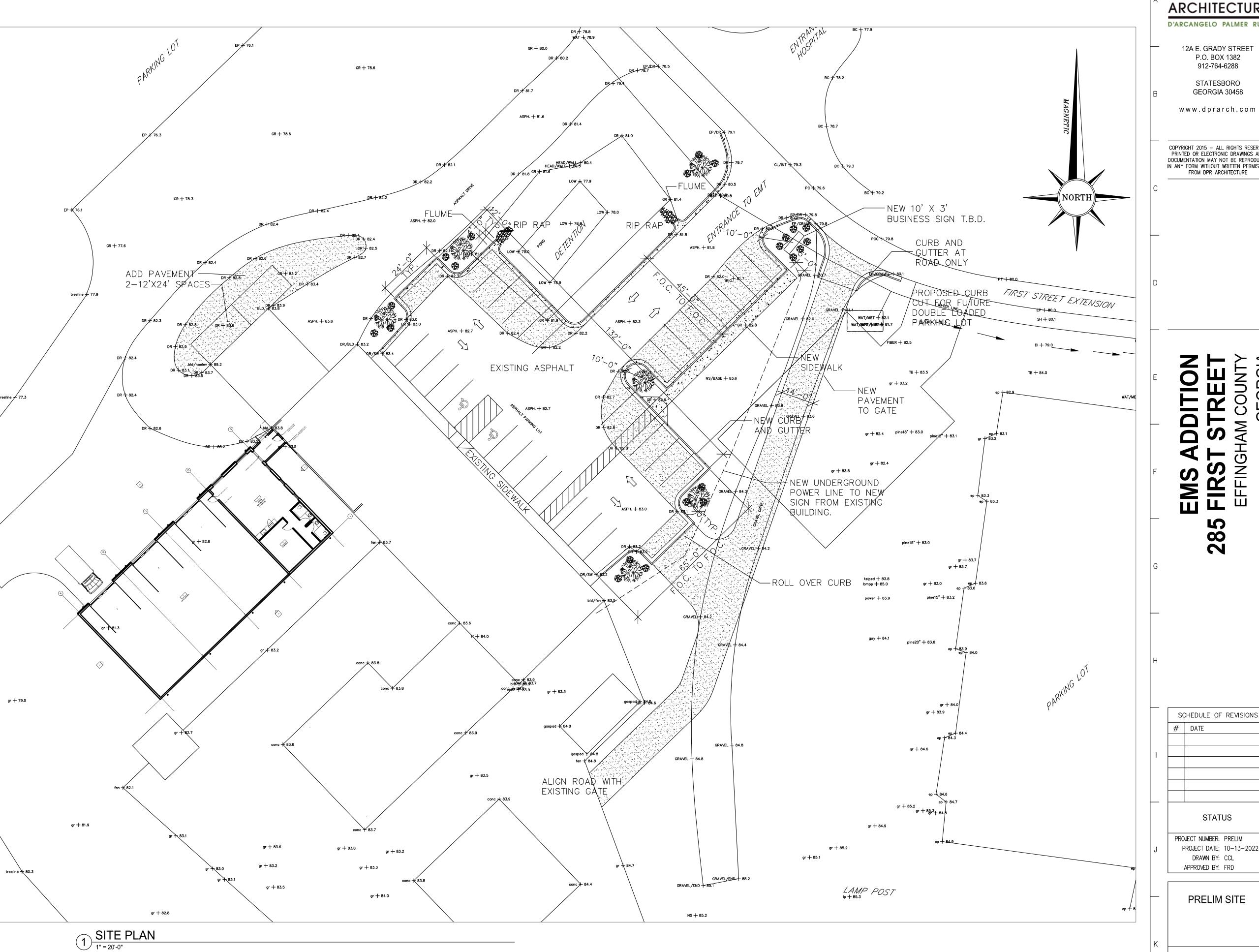
Yes, detention would be required, but NOT infiltration or water quality.

Thanks,

Wesley Sherrod, P.E. **Parker Engineering** 36 Courtland St. #B Statesboro GA 30458 912-764-7722







D'ARCANGELO PALMER RULE

12A E. GRADY STREET P.O. BOX 1382 912-764-6288

> STATESBORO GEORGIA 30458

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SCHEDULE OF REVISIONS # DATE

STATUS

PROJECT NUMBER: PRELIM PROJECT DATE: 10-13-2022 DRAWN BY: CCL APPROVED BY: FRD

PRELIM SITE

C1

## **Services Contract**

#### Between

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

and

DPR Architects 12A East Grady Street Statesboro, Georgia 30458

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

#### WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in RFP No. 20-006 – Professional Services – Architectural/Engineering for Six Building Facilities; and

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

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

# ARTICLE I TERMS AND CONDITIONS OF THIS CONTRACT

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

The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP No. 20-006-Professional Services-Architectural/Engineering Services for Six Building Facilities and related addenda which are hereby adopted and incorporated as if set forth fully herein.

#### SECTION I.2 CONTRACT.

This Contract is one time lump sum in the amount of \$165,450.00.

## SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

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

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

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

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

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

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

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

#### SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.

County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 Consultant 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 Effingham County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages for injuries to or death of any person or persons or damage to the property or other rights of any person or persons (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 this Contract or by the scope and amount of insurance maintained by the Contractor.

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

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

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

#### SECTION I-11 PROHIBITED INTERESTS.

- A. Conflict of Interest. The Consultant and its sub-consultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.
- B. <u>Statement of disclosure</u>: Consultant must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

#### Interests of Public Officials.

Consultant warrants for itself and any subconsultant that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

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

At any time during normal business hours and as often as the County may deem necessary, the Consultant and its subconsultants 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 Consultant as requested by the County.

#### SECTION I-13 INDEPENDENT CONSULTANT.

Consultant hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent consultant and not as the agent or employee of the County. The Consultant 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 Consultant agrees to be solely responsible for its own acts and those of its subordinates and subconsultants during the life of this Agreement.

#### SECTION I-14 NOTICES.

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

All written notices, demands, and other papers or documents to be delivered to the Consultant under this Contract shall be transmitted by certified mail, postage prepaid, to **Kevin Palmer, DPR Architects, 12A East Grady St, Statesboro, Georgia 30458.** It shall be Consultant's responsibility to inform the County of any change to this contact address.

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

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

#### SECTION I-17 GOVERNING LAW.

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

# ARTICLE II COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

#### SECTION II-1. COMPENSATION FOR CONSULTANT SERVICES.

The County shall pay the Consultant for his services as follows:

#### See Attachment A for fee schedule.

These rates and fees shall remain in effect until December 29, 2021, without exception.

All invoices shall contain the following:
Building Name and Services Provided
Date services performed
Detailed account of services performed
Location of services performed

Name of employee providing said services

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Consultant to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Consultant. The County

will immediately notify the Consultant of its intention to withhold payment of any invoice or voucher submitted.

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

The Consultant shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

#### SECTION II-3, QUANTITIES GUARANTEED.

The Consultant represents, understands and agrees that this is a "LUMP SUM" contract, to guarantee pricing for services contained herein.

# ARTICLE III INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Consultant shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subconsultants. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

#### General Information that shall appear on a Certificate of Insurance:

- 1. Name of Producer (consultant's insurance Broker/Agent).
- 2. Companies affording coverage (there may be several).
- Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- 4. A Summary of all current insurance for the insured (includes effective dates of coverage).
- A brief description of the operations to be performed, the specific job to be performed, or contract number.
- Certificate Holder (This is to always include Effingham County).

#### Limits of Insurance:

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

#### Special Requirements:

- A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. Extended Reporting Periods: The consultant shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.
- D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONSULTANT must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham

County Board of Commissioners.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

## Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

# ARTICLE IV WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Consultant with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Contract.

#### ARTICLE V GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Consultant for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Consultant warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Consultant dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Consultant from County for services rendered prior to the date of death or dissolution shall be paid to Consultant's executors, administrators, heirs, personal representative, successors, or assigns.

#### ARTICLE VI AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Consultant warrant that (1) they are authorized to sign on behalf of Consultant; (2) that to the extent Consultant; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

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

This 1611 day of **Juy** , 2020

Witness - Signature

**DPR Architects** 

Signature

PRINCIPM ARCHITECT

INTERIOR DESIGN
Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

WESLEY CORRITT CHAIRMAN

Attest:

STEPHANE D. JOHNSON, COUNTY CLERK

CONTRACT NO. 20-006

COMMISSION APPROVAL DATE:

04/10/2020

## NOTICE TO PROCEED

TO: DPR Architects

RE: NOTICE TO PROCEED

## RFP No. 20-006 - Professional Services - Architectural/Engineering for Six Building Facilities

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed as follows:

Hodgeville Fire Station Design Services and ready for Bid by Jun25, 2020

Remaining Buildings Design Services to be completed by October 15, 2020.

Dated this 10th day of April , 2020

Effingham County Board of Commissioners

Wesley M. Corbitt, Chairman

## ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: T. KEUN TALMER - DPR ARCHITECTURE

By:

Title: PRINCIPM ARCHITECT

Date of Acceptance: July 16, 2020



12-A EAST GRADY STREET POST OFFICE BOX 1382 STATESBORO, GA 30459 (912) 764-6288

KEVIN PALMER FRANKLYN R. D'ARCANGELO



## FOR PROFESSIONAL SERVICES RENDERED:

Date

30-Jun-22

Change Order request No.

1

Effingham County Board of Commissioners Mr. Eric Larson

Basic Services Fee =

Mr. Eric Larson Assistant County Manager 601 N. Laurel St. Springfield GA 31329 Project Description Contract No. 20-105-006

Architectural / Engineering Services

\$ 165,450.00

6 buildings / facilities

In accordance with proposal for Architect's Services dated April 13, 2020 the statement of your account is as follows:

| 54010 50111000 1 50  |    |            | Ψ  | 700, 700.00    |
|--|----|------------|----|----------------|
| Description  |    |            |    | Proposed       |
|  |    |            |    | Amount         |
| 1 New Design for Maintence Building                            |    |            | \$ | 51,200.00      |
| a. Architectural   | \$ | 22,000.00  |    |                |
| b. Mechanical Electrical Plumbing inc Generator                | S  | 10,600.00  |    |                |
| c. Civil   | \$ | 7,600.00   |    |                |
| d. Structiural   | \$ | 6,500.00   |    |                |
| e. Survey  | \$ | 2,500.00   |    |                |
| f. Contract Administration                                     | \$ | 3,500.00   |    |                |
| g. Less amount on Maintence building contract                  | \$ | (1,680.00) |    |                |
| Subtotal:  | \$ | 51,020.00  |    |                |
| 2 Soil Testing   |    |            |    | 3,000          |
| 3 Matererial testing (during construction)                     |    |            |    | 8,200 Estimate |
|  |    |            |    |                |
| 4 Additional services on existing contract                     |    |            | \$ | 3,500.00       |
| <ol> <li>Second Bid of the Hodgeville Rd Station 15</li> </ol> |    |            |    |                |
| b.Additional site visits to Station 15 for the                 |    |            |    |                |
| for the Slab Anchor Bolt, Remediation and project              |    |            |    |                |
| c. Not bidding / constructing all 6 Projects at the same time  |    |            |    |                |
| TOTAL PROPOSED CHANGE ORDER                                    |    |            | \$ | 65,900.00      |
| Total Change Orders to Date                                    |    |            | \$ | -              |
| Total Proposed New Contract Sum                                |    |            | \$ | 231,350.00     |
|  |    |            |    |                |

Frank R. D'Arcangelo Architect

DPR Architects

Owner

Effingham County Board of Commissioners

804 S. Laurel St. Springfield GA 31329

WESLEY M. CORBITT, CHAIRMAN

Date: 07/19/2022

ATTEST:

STEPHANIE JOHNSON, COUNTY CLER

## **Staff Report**

**Subject:** Award of PO 23-REQ-015 to Certified Stainless Services, LLC dba West-Mark for the purchase of two tandem axle dump trucks for the Public Works Department

Author: Alison Bruton, Purchasing Agent

**Department: Public Works** 

Meeting Date: December 6, 2022

Item Description: PO 23-REQ-015 to Certified Stainless Services, LLC dba West-Mark

for the purchase of two tandem axle dump trucks for the Public Works Department

**Summary Recommendation:** Award of PO 23-REQ-015 to Certified Stainless Services, LLC dba West-Mark for the purchase of two tandem axle dump trucks for the Public Works Department in the amount of \$337,940.00

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

- Staff published an RFQ to obtain quotes for the purchase of two tandem axle dump trucks for the Public Works Department. 382 vendors were notified through the OpenGov site, and one (1) quote was submitted.
  - Certified Stainless Services, LLC dba West-Mark \$337,940.00
- This submittal was reviewed by EOM personnel and they request approval.

#### Alternatives for Commission to Consider

- Award of PO 23-REQ-015 to Certified Stainless Services, LLC dba West-Mark for the purchase of two tandem axle dump trucks for the Public Works Department in the amount of \$337,940.00
- 2. Take no action

**Recommended Alternative: 1** 

Other Alternatives: 2

Department Review: Finance, Public Works/EOM, Purchasing

Funding Source: \$375,000 budgeted in SPLOST

Attachments:

1. PO 23-REQ-015 and documentation

#### Item XIII. 9.

## **PURCHASE ORDER**

## **Effingham County Board of Commissioners**

804 S LAUREL STREET DATE: 12/6/2022 SPRINGFIELD, GA 31329 P.O. # 23-REQ-015

Phone: 912-754-2159 Fax: 912-754-8413

#### **VENDOR**

Certified Stainless Services, LLC., DBA- West-Mark

2704 Railroad Ave Ceres, CA 95307

ATTN: Laurie Warner

lwarner@west-mark.com / (209) 670-0004

#### **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        |
|--------|------------------------------------|-----|--------------|--------------|
| 1      | Purchase of Tandem Axle Dump Truck | 2   | \$168,970.00 | \$337,940.00 |
|        |                                    |     |              |              |
|        |                                    |     |              |              |
|        |                                    |     |              |              |
|        |                                    |     |              |              |
|        |                                    |     |              |              |
|        |                                    |     |              |              |

| SUBTOTAL | Ş  | 337,940.00 |
|----------|----|------------|
| TAX RATE | \$ | -          |
| TAX      | \$ | -          |
| S & H    | \$ | -          |
| OTHER    | \$ | -          |
| TOTAL    | \$ | 337,940.00 |

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

Certified Stainless Services, LLC., DBA- West-Mark agrees to furnish two (2) 2024 Tandem Acle Dump Trucks as described in the County's RFQ 23-REQ-015 and related addendums. The County references the terms, conditions and specifications contained in the County's RFQ 23-REQ-015 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

| Dobbs Equipment, LLC SIGNATURE     | TITLE                 |
|------------------------------------|-----------------------|
| Dobbs Equipment, LLC PRINT NAME    | DATE                  |
| bobbs Equipment, EEC. Thirt Walvie | DATE                  |
|                                    |                       |
|                                    | CHAIRMAN              |
| AUTHORIZED BY - SIGNATURE          | AUTHORIZED BY - TITLE |
| WESLEY CORBITT                     |                       |
| AUTHORIZED BY - PRINT NAME         | AUTHORIZED DATE       |

Certified Stainless Service, dba West-Mark 2704 Railroad Avenue Ceres, California 95307 Phone (209) 537-4747 Fax (209) 537-1753

November 11, 2022

County of Effingham, Georgia
Public Works
311 Highway 119
Springfield, GA 31329
Attn: Kristen Achtziger, Chief Operating Officer, EOM

RE: Proposal in Response to Bid Number 23-REQ-015 for Two (2) Tandem Axle Dump Trucks—COVER LETTER

MS. Kristen Achtziger,

Certified Stainless Service, Inc. dba West-Mark is submitting this proposal for TWO (2) 2024 Tandem Axle Dump Trucks.

| VEHICLE                | DESTINATION     | EACH         | DELIVERY | QTY | TOTAL PRICE  |
|------------------------|-----------------|--------------|----------|-----|--------------|
| Tandem Axle Dump Truck | Springfield, GA | \$168,970.00 | Included | 2   | \$337,940.00 |

West-Mark's quote/proposal includes the following items:

- Cover Letter
- Bid Proposal
- Specifications for Equipment being Offered
- Specifications in Compliance/ Notice of Exceptions

The equipment offered in this proposal by Certified Stainless Service, Inc. dba West-Mark complies with the specifications in Bid Number 23-REQ-015 with the exceptions noted in the document, Compliance & Exceptions Table.

Delivery of the equipment offered, if awarded, will be made within 300 days ARO. Please note that shipping and delivery costs are included in the proposed price. The proposed price shall remain valid for a period of thirty (60) days from the bid opening date. Pricing does not include any applicable taxes. This price will expire on December 12, 2022, requiring re-negotiation from that date forward.

Thank you for your consideration of Certified Stainless Service, Inc. dba West-Mark for this opportunity. Should you have any questions, require additional documentation, or need clarification of any items herein please contact Ms. Laurie Warner by phone at (209) 672-0004 or email at <a href="mailto:lwarner@west-mark.com">lwarner@west-mark.com</a>.

Respectfully submitted,

Laurie Warner Government Contract Specialist

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#### COUNTY OF EFFINGHAM, GA



P.O.BOX 100 CERES, CA 95307 www.west-mark.com PHONE: (209) 537-4747 TOLL FREE: (800) 692-5844 FAX: (209) 537-1753

#### **GENERAL**

The following equipment shall be a new Dump Truck.

#### CHASSIS

New Freightliner model 108SD conventional cab, 2-door chassis:

DRIVE: 6 X 4 GVWR: 60,000 lbs

Salesman: Laurie Warner

Front Axle: 20,000 lbs Capacity

Rear Axles: 40,000 lbs Capacity, Spring Suspension Engine: Cummins ISL 350 HP and 1050 lb/ft torque

Transmission: Allison 3000 RDS automatic

- · Cab color to be White
- · Battery disconnect switch
- Maintenance free batteries
- Remote mounted positive & negative posts for jumpstart
- · Vertical tailpipe mounted at RH side
- · Coolant rated to -34F
- · Engine block heater
- Front tow hooks, eye(s), or pin (application varies based GVWR)
- LH and RH grab handles
- Air horn
- Electric horn(s)
- · Daytime running lights
- LH and RH convex mirrors mounted under primary mirrors
- · Heater, defroster, and air conditioner
- One (1) each 12V power supply in dash
- Speedometer/Odometer capable of displaying in both miles and kilometer, with trip and hour meter.
- · Adjustable tilt and telescoping steering column
- · Back-up alarm
- · AM/FM/WB radio with Bluetooth and Auxiliary inputs
- Fuel capacity 80 Gallons (minimum)
- Cab suspension Air Ride
- · Air driver and fixed passenger seats
- Heated mirrors (flat and convex)
- Heated fuel/water separator
- Traction tires on rear axle(s)
- · Steel wheels
- Power windows & door locks
- Trailer towing package
- Towing extended/roadside service warranty, 1 year/unlimited miles/km, \$1200 cap (U.S. Domestic only)

Item XIII. 9.

#### Salesman: Laurie Warner

#### COUNTY OF EFFINGHAM, GA

#### **DUMP BODY**

- 15 Yard Semi-Elliptical Dump Body, approximately 15 feet long, made from 1/4" AR450 with a dump angle of approximately 45 degrees.
- 54" High front wall (1/4" AR450).
- 3"X3" Square tube top rail mounted on 45 degree.
- Air-latch 50" tail gate with vertical braces (1/4" AR450 Material)
- · Hi-Lift Tailgate- NONE. (Available as option upon request)
- Front Mount Hoist, telescopic with dog-house.
- Hydraulic Cylinder, w/ greaseable pins.
- Sub frame, w/ heavy duty cross members.
- Fenders, full length.
- · Cab guard.
- Spreader apron 10" (AR450 material).
- · Tarp, electric.
- Hinges, rear heavy duty with greasable and removable pins.
- PTO, w/ direct mount heavy duty hydraulic pump.
- · Controls, between seats for easy access.
- Hydraulic Reservoir, w/ shut-off valves, oil filter and vented cap.
- Mud flaps, black rubber.
- · Hitch, Rear butt plate with pintle hook, 7-way electric socket (SAE J560), and 2 D-rings.
- Electric Brake, controller in cab and 7-way RV socket at rear- NONE. (Available as option upon request)
- Poly Side Boards, NONE. (Available as option upon request).
- Safety Prop, body up.
- · Indicator Light, body up .
- Lighting, L.E.D. per D.O.T.
- Reflectors, per D.O.T.
- · Conspicuity Striping, per D.O.T.
- Paint, body sandblasted, primer coated and painted to match cab with urethane paint.

#### MISC.

- One (1) operation and maintenance manual(s) in paper format
- Warranty, unit shall be free from defects in material and workmanship for a period of ONE (1) year.

### **Staff Report**

Subject: Award of Task Order 23-IDC RFP-017 to Pond & Company for design and

construction management services of a Facility Renovation Package

Author: Alison Bruton, Purchasing Agent

**Department: Misc** 

Meeting Date: December 6, 2022

Item Description: Task Order 23-IDC RFP-017 to Pond & Company for design and

construction management services of a Facility Renovation Package

**Summary Recommendation:** Staff recommends approval of Task Order 23-IDC RFP-017 to Pond & Company for design and construction management services of a Facility Renovation Package

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

- In September, staff published an RFP for a design-build Facility Renovation Package.
   This project included the following:
  - Renovation of 902 Pine Street
  - o Demolition of 904 Pine Street and construction of parking lot
  - Renovation of 204 Early Street
  - Renovation of 101 E. Tenth Street
- During the pre-proposal meeting, it became apparent that we would not be able to get solid bids from contractors for the design-build project as the extent of the construction was not known. Staff decided to cancel this project and submit an RFP for design and construction management services to the IDC group.
- In October, the IDC RFP was sent to eight (8) of the IDC vendors for the work stated above as well as the parking lot expansion for the Judicial Complex. HGB submitted a 'no bid' statement stating they would be focusing on their two most recent projects with the County. Pond & Company did submit a proposal in the amount of \$304,839.03.
- Staff has reviewed this proposal and recommends award.

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

- 1. Award of Task Order 23-IDC RFP-017 to Pond & Company for design and construction management services of a Facility Renovation Package in the amount of \$304,839.03
- 2. Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review:** County Manager, Purchasing

Funding Source: SPLOST

Attachments: Task Order 23-IDC RFP-017 and attachment

## NOTICE TO PROCEED

| TO:          | POND & Company  |
|--------------|---|
| RE:          | NOTICE TO PROCEED   |
| Ta           | ask Order 23-IDC RFP-017 – Design Services – Facility Renovation Package  |
|              |   |
|              |   |
|              | consider this your NOTICE TO PROCEED on the above referenced project. In accordance   |
|              | the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed otherwise agreed and to be completed within calendar days from that time. |
|              |   |
|              | Date dathing days of 2022   |
|              | Dated thisday of, 2022  |
|              | Effingham County Board of Commissioners   |
|              | Zimgiam county Zourd of Commissioners   |
|              |   |
|              | Wesley Corbitt, Chairman  |
|              |   |
|              |   |
| <u>ACCEI</u> | PTANCE OF NOTICE:   |
| Receipt      | t of the above Notice to Proceed is acknowledged.   |
| Contrac      | etor:   |
| By:          |   |
| Title:       |   |
| Date of      | Acceptance:   |



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

November 16, 2022

Alison Bruton, Purchasing Agent Effingham County Board of Commissioners 804 S. Laurel Street Springfield, GA 31329

Re: 23-IDC RFP-017 Design Services – Facility Renovation Package

Ms. Bruton,

Pond is pleased to submit this proposal for the Effingham County Facility Renovation Package. Our team of architects, landscape architects, and engineers are very interested in providing their expertise to the renovations of your existing buildings. We are committed to meeting the requirements specified in the request for proposal and in the following pages provide more detail as to our approach to accomplishing the work. Pond is fully qualified and capable of performing these design services for the County with Marco Migliaro, AIA acting as your day-to-day Project Manager. Pond's team is comprised of a group of qualified architects and engineers who have the talent and skills to carry out the necessary tasks for the renovations.

#### **Project Description**

The County completed a Facility Condition Assessment and Programming Needs plan in 2021. The Probation office was formerly located at 902 N. Pine St. until black mold was found in the structure, prompting abandonment of the building. 904 N. Pine St. was formerly used by the Development Services Department until vacated in 2021. A recent structural report deemed the building foundation not worthy of salvage. The plan is to demolish the structure and add parking for the historic courthouse and Probation office. 204 Early St. is currently being used by Juvenile Justice and needs a comprehensive upgrade. 101 E. Tenth St. was recently acquired by the County to be remodeled as an EMS sub-station. The County is looking for these buildings to be partially renovated of selected interior elements from the original facilities assessment report as outlined in the scope of work in 23-IDC RFP-017.

#### Scope of Work

#### 902 S. Pine Street

- Survey
- Complete pre-renovation asbestos, lead paint, and mold surveys at the 1,676-square feet house
- Building survey and investigation
- Meeting with Probation staff to determine needs and prepare schematic plan
- Prepare construction drawings
- Interior renovations to existing buildings and site including irrigation, landscaping, electrical, lighting, security cameras, access control, signage, and ADA requirements
- Bidding assistance services
- Construction administration services



#### 904 S. Pine Street

- Survey
- Complete a pre-demolition asbestos survey of the 1,843-square feet house
- Demolition of existing building structure
- Geotechnical evaluation for new parking lot
- Parking lot design including construction drawings
- Landscaping, parking lot lighting, and ADA requirements
- Bidding assistance services
- Construction administration services

#### 204 Early Street

- Survey
- Complete pre-renovation asbestos and lead paint surveys of the 1,793-square feet house
- Building survey and investigation
- Meeting with Sheriff staff to determine needs and prepare schematic plan
- Prepare construction drawings
- Interior renovations to existing buildings and site including irrigation, landscaping, electrical, lighting, security cameras, access control, signage, and ADA requirements
- Bidding assistance services
- Construction administration services

#### 101 E. Tenth Street

- Survey
- Complete pre-renovation asbestos and lead paint surveys of the house
- Building survey and investigation
- Meeting with EMS staff to determine needs and prepare schematic plan
- Prepare construction drawings
- Interior renovations to existing buildings and site including irrigation, landscaping, electrical, lighting, security cameras, access control, signage and ADA requirements
- Bidding assistance services
- Construction administration services

#### 700 N. Pine Street (Judicial Complex Parking Lot Expansion)

- Survey
- Meeting with staff to determine needs for parking lot expansion
- Parking Lot design, including construction drawings
- Landscaping, parking lot lighting, and ADA requirements
- Bidding assistance services
- Construction administration services



#### **Deliverables**

#### 902 S. Pine Street

Design Services and Deliverables are generally outlined as follows:

#### Schematic Design / 25% Documents:

- Site Survey
- Schematic floor plan

#### **Design Development / 65% Construction Documents:**

- Drawing performance specifications, Demolition Plan, Floor Plan, Reflected Ceiling Plan, Toilet Enlargements,
   Millwork Elevations / Details, Door Schedule / Details, and Finished Plans
- Site/landscaping plans
- Electrical and plumbing plans
- Asbestos, lead paint, and mold surveys and reports
- Structural and mechanical drawings are not part of this scope of work

#### **100% Construction Documents:**

- Working Drawings and drawing performance specifications detailing the work required and all the necessary bidding. General Conditions and Supplementary General Conditions (Front end specification) will not be provided by Pond.
- Submit Construction Documents to Code Enforcement, along with any Authorities Having Jurisdiction (AHJ) for review and approval as required. Coordinate with the project CM as required to obtain permits as needed.

#### Bidding

- Provide bid documents for bidding
- Address any bidding questions from bidders
- Provided feedback as required on the provided bids and a bid comparison

#### **Construction Administration**

- Attend Pre-Construction meeting with Owner and selected contractor
- Meeting attendance by AE at monthly meetings (estimated 6 months)
- Submittal and RFI review are included
- A/E to review applications for payment, signing, and forward to the County Project Manager
- Answer RFI's
- Substantial Completion Inspection including generation of a punch-list
- Final Completion Inspection
- Record Drawing preparation is included

#### 904 S. Pine Street

Design Services and Deliverables are generally outlined as follows:

#### **Design Development / 65% Construction Documents:**

- Drawing performance specifications, building demolition plan, site plan for new parking lot, and landscaping plan
- Geotechnical report
- Asbestos and lead paint surveys and reports

#### **100%** Construction Documents:

- Working Drawings and drawing performance specifications detailing the work required and all the necessary bidding. General Conditions and Supplementary General Conditions (Front end specification) will not be provided by Pond.
- Submit Construction Documents to Code Enforcement, along with any Authorities Having Jurisdiction (AHJ) for review and approval as required. Coordinate with the project CM as required to obtain permits as needed.



#### **Bidding**

- Provide bid documents for bidding
- Address any bidding questions from bidders
- Provided feedback as required on the provided bids and a bid comparison

#### **Construction Administration**

- Attend Pre-Construction meeting with Owner and selected contractor
- Meeting attendance by AE at monthly meetings (estimated 6 months)
- Submittal and RFI review are included
- A/E to review applications for payment, signing, and forward to the County Project Manager
- Answer RFI's
- Substantial Completion Inspection including generation of a punch-list
- Final Completion Inspection
- Record Drawing preparation is included

#### 204 Early Street

Design Services and Deliverables are generally outlined as follows:

#### Schematic Design / 25% Documents:

- Site Survey
- Schematic floor plan

#### **Design Development / 65% Construction Documents:**

- Drawing performance specifications, Demolition Plan, Floor Plan, Reflected Ceiling Plan, Toilet Enlargements,
   Millwork Elevations / Details, Door Schedule / Details, and Finished Plans
- Site/landscaping Plans
- Electrical and plumbing plans
- Asbestos and lead paint surveys and reports
- Structural and mechanical drawings are not part of this scope of work

#### **100% Construction Documents:**

- Working Drawings and drawing performance specifications detailing the work required and all the necessary bidding. General Conditions and Supplementary General Conditions (Front end specification) will not be provided by Pond.
- Submit Construction Documents to Code Enforcement, along with any Authorities Having Jurisdiction (AHJ) for review and approval as required. Coordinate with the project CM as required to obtain permits as needed.

#### **Bidding**

- Provide bid documents for bidding
- Address any bidding questions from bidders
- Provided feedback as required on the provided bids and a bid comparison

#### **Construction Administration**

- Attend Pre-Construction meeting with Owner and selected contractor
- Meeting attendance by AE at monthly meetings (estimated 6 months)
- Submittal and RFI review are included
- A/E to review applications for payment, signing, and forward to the County Project Manager
- Answer RFI's
- Substantial Completion Inspection including generation of a punch-list
- Final Completion Inspection
- Record Drawing preparation is included



#### 101 E. Tenth Street

Design Services and Deliverables are generally outlined as follows:

#### Schematic Design / 25% Documents:

- Site Survey
- Schematic floor plan

#### **Design Development / 65% Construction Documents:**

- Drawing performance specifications, Demolition Plan, Floor Plan, Reflected Ceiling Plan, Toilet Enlargements,
   Millwork Elevations / Details, Door Schedule / Details, and Finished Plans
- Site/landscaping Plans
- Electrical and plumbing plans
- Asbestos and lead paint surveys and reports
- Structural and mechanical drawings are not part of this scope of work.

#### **100% Construction Documents:**

- Working Drawings and drawing performance specifications detailing the work required and all the necessary bidding. General Conditions and Supplementary General Conditions (Front end specification) will not be provided by Pond.
- Submit Construction Documents to Code Enforcement, along with any Authorities Having Jurisdiction (AHJ) for review and approval as required. Coordinate with the project CM as required to obtain permits as needed.

#### Bidding

- Provide bid documents for bidding
- Address any bidding questions from bidders
- Provided feedback as required on the provided bids and a bid comparison

#### **Construction Administration**

- Attend Pre-Construction meeting with Owner and selected contractor
- Meeting attendance by AE at monthly meetings (estimated 6 months)
- Submittal and RFI review are included
- A/E to review applications for payment, signing, and forward to the County Project Manager
- Answer RFI's
- Substantial Completion Inspection including generation of a punch-list
- Final Completion Inspection
- Record Drawing preparation is included

#### 700 N. Pine Street (Judicial Complex Parking Lot Expansion)

Design Services and Deliverables are generally outlined as follows:

#### **Design Development / 65% Construction Documents:**

• Drawing performance specifications, site plan for new parking lot, and landscaping plan.

#### **100% Construction Documents:**

- Working Drawings and drawing performance specifications detailing the work required and all the necessary bidding. General Conditions and Supplementary General Conditions (Front end specification) will not be provided by Pond.
- Submit Construction Documents to Code Enforcement, along with any Authorities Having Jurisdiction (AHJ) for review and approval as required. Coordinate with the project CM as required to obtain permits as needed.

#### **Bidding**

- Provide bid documents for bidding
- Address any bidding questions from bidders
- Provided feedback as required on the provided bids and a bid comparison



#### **Construction Administration**

- Attend Pre-Construction meeting with Owner and selected contractor
- Meeting attendance by AE at monthly meetings (estimated 6 months)
- Submittal and RFI review are included
- A/E to review applications for payment, signing, and forward to the County Project Manager
- Answer RFI's
- Substantial Completion Inspection including generation of a punch-list
- Final Completion Inspection
- Record Drawing preparation is included

#### **Updated Schedule**

- Notice to Proceed TBD
- Pond's Earliest Start Date 1/9/2023
- Site Visit/ Meeting with end users 1/11/2023
- 25% Schematic Design Submission 2/8/2023
- County review and provide comments by 2/22/2023
- 65% Design Document Submission 4/19/2023
- County review and provide comments by 5/3/2023
- 100% Construction Documents 6/14/2023
- Bidding TBD
- Construction Estimated 6 Months from Notice to Proceed to Substantial Completion

#### **Conditions of Service**

- Site visit and meetings with all end users for all projects can be completed in one day.
- One Schematic Plan will be developed for 902 S. Pine St., 204 Early St., and 101 E. Tenth St. If additional plans are requested, they will be at an added fee.
- Structural and Mechanical engineering is not included.
- Assumed all project site locations will be issued as one bid package for construction and the construction duration will be approximately 6 months from notice of award to substantial completion.
- All building renovations are assumed to be interior alterations only. Exterior renovations/ additions to the existing building would be an added fee.
- Assumed all exiting building utilities are adequate for all new interior renovations needed. If existing utilities
  require upgrade, will be an additional fee.
- Minor alterations to existing toilet rooms to facilitate upgrades for ADA requirements.

#### **Fee Proposal**

Based upon our understanding of the scope of work described above, Pond proposes to provide the services outlined above for a Lump Sum Fee of Three Hundred Four Thousand Eight Hundred Thirty-Nine and 75/100 Dollars (\$304,839.03) for preparation of Construction Documents, Bidding, and Construction Administration for the project.



#### **Fee Summary**

25% Submission \$34,375.40 (Lump Sum) 65% Submission \$60,136.08 (Lump Sum) 100% Submission \$47,854.60 (Lump Sum) Bidding \$3,361.92 (Lump Sum) **Construction Administration** \$69,969.28 (Lump Sum) Geotechnical (Terracon) \$5,337.75 (Lump Sum) Environmental (Terracon) \$13,090.00 (Lump Sum) Survey/ Civil (TR Long) \$65,714.00 (Lump Sum)

Travel & Expenses \$5,000.00

Total Design Cost: \$304,839.03 (Lump Sum)

Thank you for this opportunity and we look forward to working with you on this project. Please let us know if you have any questions or need additional information.

Sincerely,

Pond & Company

Stephen G. Harrill, AIA

Vice President

Melissa D. Phillips

Melina Ophillyn

Associate | Business Development Manager

### Staff Report

**Subject:** Approval of Change Order #4 for Agreement 22-25-010 with McLendon Enterprises,

Inc. for the LMIG 2022 and other road work **Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works/Roads **Meeting Date:** December 6, 2022

Item Description: Change Order #4 for Agreement 22-25-010 with McLendon Enterprises, Inc.

for the LMIG 2022 and other road work

**Summary Recommendation:** Staff recommends approval of Change Order #4 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work for a decrease in the amount of (-\$37,437.09).

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

- In August, Contract 22-25-010 was awarded to McLendon Enterprises, Inc. for LMIG 2022 and other road projects throughout the County in the amount of \$3,764,575.98.
- In September, the Board approved CO1 to McLendon for two other areas that need repair Blue Jay and McCall Road Intersection, and Old Augusta Road at Estes Trucking. Change Order 2 was approved for various changes in October reflecting a deduction in the contract in the amount of (-\$594,290.55). Change Order 3 was also approved for the removal of fly ash material and paving of the Clyo-Kildare Fire Station in the amount of \$77,360.98.
- The request for Change Order 4 reflects a deduction of (-\$70,780.730) on Old Tusculum Road for 2514' of paving due to that portion of the road being owned by GDOT, and an increase of \$33,343.64 for Sandhill Road to cover additional quantities needed for certain items. Overall, this change order has a total of (-\$37,437.09).
- Staff has confirmed that we still meet the County match requirements for LMIG with these deductions. The new contract total for McLendon will be \$3,253,144.79.

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

- 1. Approval of Change Order #4 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work for a deduction of (-\$37,437.09)
- 2. Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2

Department Review: Asst. County Manager, Purchasing

Funding Source: LMIG/TSPLOST/SPLOST

Attachments:

1. Change Order #4 and documentation

## Change Order # 4

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

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

Project: <u>ITB 22-25-010 - 2022 LMIG</u> Contract Date: August 16, 2022 Change Order Effective Date: December 6, 2022 Change Order Issued to: McLendon Enterprises, Inc. 2365 Aimwell Road Vidalia, GA 30474 You are directed to make the following changes to this Contract. ITEM NO. **DESCRIPTION** Total Old Tusculum Road – deduction of 2514' of roadway (-\$70,780.73) 2 Sandhill Road – increases quantities needed \$33,343.64 (-\$37,437.09) TOTAL The original Contract Sum was......\$ 3,764,575.98 Net change by previously authorized Change Orders......(-\$473,994.10) The Contract Sum prior to this Change Order was......\$ 3,290,581.88 The new Contract Sum including this Change Order will be.....\$ 3,253,144.79 The Contract Time will be increased by **0** days Owner Contractor Effingham County Board of Commissioners McLendon Enterprises, Inc. 2365 Aimwell Road 804 S. Laurel Street Springfield, GA 31329 Vidalia, GA 30474

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

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



2365 Aimwell Road Vidalia, GA 30474 Phone: (912) 537-7887 Fax: (912) 538-7967

November 2, 2022

Mr. Rip Graham Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022 Change order requests 6 and 7

Mr. Graham,

Attached is the information for change order request #6 for Old Tusculum Road and #7 for Sandhill Road on the above referenced contract.

In summary:

On Old Tusculum, 2514' of the overall roadway length was removed from the contract due to this roadway section still belonging to Georgia Department of Transportation.

On Sandhill Road, the quantities for OGI and 9.5mm asphalt were not enough for actual roadway area. These quantities were increased as needed to cover the entire existing roadway area.

The add/delete summaries are attached for review.

Sean M. Scott, P.E. Chief Engineer

Sean M. Scott

Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc. Kenny Allen, McLendon Enterprises, Inc.

| 7                | Old Lusculum Road  |                 |  |                |  |
|------------------|--|-----------------|--|----------------|--|
| Kevised Contract | ontract<br>Gdat Bot Doccrintion                          | + O+2           | ÷::::::::::::::::::::::::::::::::::::: | \$\$ 7:0       |  |
|                  | 1000   | יייט לייט       | ;                                      | 5 000 000 Oct  |  |
|                  |  | 1 LS            | \$108,989.64                           | \$108,989.64   |  |
| •                | 151  | 1 LS            | \$11/,63/.38                           | \$11/,63/.38   |  |
| -                |  | 40 TN           | \$111.97                               | \$4,478.80     |  |
|                  |  | 51360 SY        | \$4.25                                 | \$218,280.00   |  |
| 10               |  | 51360 SY        | \$4.15                                 | \$213,144.00   |  |
| 11               | 1 210 Shoulder Grading                                   | 2.9 AC          | \$13,544.38                            | \$39,278.70    |  |
| 12               | 2 652 5" Solid Traffic Stripe-Yellow(High Build)         | 17424 LF        | \$0.21                                 | \$3,659.04     |  |
| 13               | 3 652 5" Solid Traffic Stripe-White(High Build)          | 34848 LF        | \$0.21                                 | \$7,318.08     |  |
| 14               | t 652 5" Skip Traffic Stripe-Yellow(High Build)          | 17424 GLF       | \$0.14                                 | \$2,439.36     |  |
| 15               |  | 1 EA            | \$25.00                                | \$25.00        |  |
| 16               |  | 2.9 AC          | \$1,950.00                             | \$5,655.00     |  |
| 17               | 7 R1-1 Stop Sign to Include Post                         | 1 EA            | \$350.00                               | \$350.00       |  |
| 18               |  | 1 LS            | \$256.80                               | \$256.80       |  |
| 20               |  | 109 EA          | \$5.50                                 | \$599.50       |  |
| 21               |  | 327 EA          | \$5.50                                 | \$1,798.50     |  |
| 00               | Shoulder Excavation for 2' Widening incl. Soil Sterilant | 14910 LF        | \$15.50                                | \$231,105.00   |  |
| 00               |  | 1457 TN         | \$111.97                               | \$163,140.29   |  |
|                  |  |                 |  | \$1,118,155.09 |  |
|                  | Old Tusculum Road  |                 |  |                |  |
| Re-revise        | Re-revised Contract                                      |                 |  |                |  |
| Item             | Gdot Ref Description                                     | Est Qty Unit    | Bid Unit \$ E                          | Bid \$\$       |  |
|                  | 1 150 Traffic and Safety Control                         | 1 LS            | \$108,989.64                           | \$108,989.64   |  |
| . •              | 2 151 Mobilization and Demobilization                    | 1 LS            | \$117,637.38                           | \$117,637.38   |  |
| J                | 6 402 Asphalt Deep Patch 25mm, Superpave                 | 40 TN           | \$111.97                               | \$4,478.80     |  |
|                  | 7 420 Rejuvenating Scrub Seal, Type B                    | 43902 SY        | \$4.25                                 | \$186,583.50   |  |
| 10               |  | 43902 SY        | \$4.15                                 | \$182,193.30   |  |
| 11               |  | 2.5 AC          | \$13,544.38                            | \$33,860.95    |  |
| 12               |  | 14910 LF        | \$0.21                                 | \$3,131.10     |  |
| 13               |  | 29820 LF        | \$0.21                                 | \$6,262.20     |  |
| 14               |  | 14910 GLF       | \$0.14                                 | \$2,087.40     |  |
| 15               | 5 652 24" Stop Bar(High Build)                           | 1 EA            | \$25.00                                | \$25.00        |  |
| 16               | 5 706 Turf Establishment                                 | 2.5 AC          | \$1,950.00                             | \$4,875.00     |  |
| 17               | 7 R1-1 Stop Sign to Include Post                         | 1 EA            | \$350.00                               | \$350.00       |  |
| 18               | 3 Onsite Sanitary Facilities                             | 1 LS            | \$256.80                               | \$256.80       |  |
| 20               | Type 1 Yellow Raised Pavement Markers                    | 109 EA          | \$5.50                                 | \$599.50       |  |
| 21               | 1 Type 2 Yellow Raised Pavement Markers                  | 327 EA          | \$5.50                                 | \$1,798.50     |  |
| 00               | Shoulder Excavation for 2' Widening incl. Soil Sterilant | 14910 LF        | \$15.50                                | \$231,105.00   |  |
| 00               | ) 4" 25mm Widening                                       | 1457 TN         | \$111.97                               | \$163,140.29   |  |
|                  |  |                 |  | \$1,047,374.36 |  |
|                  |  | -<br>-<br>-     |  | 0              |  |
|                  |  | Total Change to | Total Change to Contract Value         | -\$70,780.73   |  |

Old Tusculum Road

|               |                                | .81         | . 55                                | .75                         | 3.80                                    | 1.20                 | 12   | 24  | .08   | \$25.00                      | 00.                    | 00.0                           | 3.40                       | 00.0                                  | 00.0                                  | .95          |               |                  |                      | 3.81                           | .55                                 | .62                         | 57                                      | 3.20                 | .12  | 24  | .08   | \$25.00                      | 00.                    | 00.0                           | 3.40                       | 00.0                                  | 00.0                                  |  | .59          | -                                      |
|---------------|--------------------------------|-------------|-------------------------------------|-----------------------------|---|----------------------|--|---|---|------------------------------|------------------------|--------------------------------|----------------------------|---------------------------------------|---------------------------------------|--------------|---------------|------------------|----------------------|--------------------------------|-------------------------------------|-----------------------------|---|----------------------|--|---|---|------------------------------|------------------------|--------------------------------|----------------------------|---------------------------------------|---------------------------------------|--|--------------|--|
|               | Bid \$\$                       |             |                                     | \$2                         | 5 \$183,948.80                          | 8 \$28,443.20        | 1 \$2,661.12                                   | 1 \$5,322.24                                  | 4 \$1,774.08                                  |                              | 0 \$4,095.00           | 0 \$350.00                     | 0 \$128.40                 |                                       | 0 \$1,309.00                          | \$582,153.95 |               |                  | Bid \$\$             | 1 \$65,443.81                  | 5 \$8,037.55                        | 5 \$303,495.62              | 5 \$193,972.57                          | 8 \$28,443.20        |  |   | \$1   |                              | \$                     |                                |                            | 5440.00                               | 0 \$1,309.00                          |  | \$615,497.59 | 622 242 EA                             |
|               | Bid Unit\$                     | \$65.443.81 | \$8,037.55                          | \$94.75                     | \$102.65                                | \$13,544.38          | \$0.21   | \$0.21  | \$0.14  | \$25.00                      | \$1,950.00             | \$350.00                       | \$128.40                   | \$5.50                                | \$5.50                                |              |               |                  | Bid Unit \$          | \$65,443.81                    | \$8,037.55                          | \$94.75                     | \$102.65                                | \$13,544.38          | \$0.21   | \$0.21  | \$0.14  | \$25.00                      | \$1,950.00             | \$320.00                       | \$128.40                   | \$5.50                                | \$5.50                                |  |              | 0.1.10/V +2.024.2000 04.0000040 10.40T |
|               | Est Otv Unit                   | _           | 1 LS                                | 2957 TN                     | 1792 TN                                 | 2.1 AC               | 12672 LF                                       | 25344 LF                                      | 12672 GLF                                     | 1 EA                         | 2.1 AC                 | 1 EA                           | 1 LS                       | 80 EA                                 | 238 EA                                |              |               |                  | Est Qty Unit         | 1 LS                           | 1 LS                                | 3203.12 TN                  | 1889.65 TN                              | 2.1 AC               | 12672 LF                                       | 25344 LF                                      | 12672 GLF                                     | 1 EA                         | 2.1 AC                 | 1 EA                           | 1 LS                       | 80 EA                                 | 238 EA                                |  |              |  |
| Sandhill Road | ntract<br>Gdot Ref Description |             | 151 Mobilization and Demobilization | 402 9.5mm Tp 2 (165 lbs/sy) | 415 Open graded interlayer (100 lbs/sy) | 210 Shoulder Grading | 652 5" Solid Traffic Stripe-Yellow(High Build) | 652 5" Solid Traffic Stripe-White(High Build) | 652 5" Skip Traffic Stripe-Yellow(High Build) | 652 24" Stop Bar(High Build) | 706 Turf Establishment | R1-1 Stop Sign to Include Post | Onsite Sanitary Facilities | Type 1 Yellow Raised Pavement Markers | Type 2 Yellow Raised Pavement Markers |              | Sandhill Road | tract            | Gdot Ref Description | 150 Traffic and Safety Control | 151 Mobilization and Demobilization | 402 9.5mm Tp 2 (165 lbs/sy) | 415 Open graded interlayer (100 lbs/sy) | 210 Shoulder Grading | 652 5" Solid Traffic Stripe-Yellow(High Build) | 652 5" Solid Traffic Stripe-White(High Build) | 652 5" Skip Traffic Stripe-Yellow(High Build) | 652 24" Stop Bar(High Build) | 706 Turf Establishment | R1-1 Stop Sign to Include Post | Onsite Sanitary Facilities | Type 1 Yellow Raised Pavement Markers | Type 2 Yellow Raised Pavement Markers |  |              |  |
|               | Original Contract              | -           | 2                                   | ∞                           | 6                                       | 11                   | 12   | 13  | 14  | 15                           | 16                     | 17                             | 18                         | 20                                    | 21                                    |              | -             | Revised Contract | ltem G               | 1                              | 2                                   | ∞                           | 6                                       | 11                   | 12   | 13  | 14  | 15                           | 16                     | 17                             | 18                         | 20                                    | 21                                    |  |              |  |

Sandhill Road

### Staff Report

**Subject:** Approval of Change Order #2 for Contract 22-25-008-1 to Ranger Construction for the

FDRE of Ash Roads

Author: Alison Bruton, Purchasing Agent

**Department:** Public Works

Meeting Date: December 6, 2022

Item Description: Change Order #2 for Contract 22-25-008-1 to Ranger Construction for the

FDRE of Ash Roads

**Summary Recommendation:** Staff recommends approval of Change Order #2 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

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

 The Board approved Contract 22-25-008-1 with Ranger Construction for the FDRE of Ash Roads.

Ranger's initial contract amount: \$7,732,970.55

Approved Change Order 1: \$1,150,877.04

Update total: \$8,883,847.59

 Ranger Construction has submitted a change order request for additional work on Old Augusta Road II which have been reviewed by Roberts Civil Engineering.

o Change Order total: \$208,050.64

The new contract total is \$9,091,898.23

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

- 1. Approval of Change Order #2 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for a new contract total of \$9,091,898.23
- 2. Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2

**Department Review: Purchasing, County Manager** 

Funding Source: TSPLOST

**Attachments:** Change Order Form with Documentation

## Change Order # 2

Project: 22-25-008-1 - FDRE of Ash Roads

Contract Date: June 21, 2022

Change Order Effective Date: <u>December 6, 2022</u>

Change Order Issued to: Ranger Construction Industries, Inc.

1200 Elboc Way

Winter Garden, FL 34787

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

| ITEM NO. | DESCRIPTION                                     | Total        |
|----------|---|--------------|
| 1        | Addition of FDR on Old Augusta Road II          |              |
|          | - 5,871 SY FDR @ \$6.25/SY                      | \$36,693.75  |
|          | - 19,961.4 Gallon Emulsion @ \$5.85/Gal         | \$116,774.19 |
|          | - 5,871 SY Prime and Sand @ \$1.25/SY           | \$7,338.75   |
|          | - 5,591 SY Double Surface Treatment @ \$8.45/SY | \$47,243.95  |
|          |   |              |
|          |   |              |
|          |   |              |
|          |   |              |
|          |   |              |
|          | TOTAL   | \$208,050.64 |

| Net change by previously authorized Change Orde  | ers\$ 1,150,877.04  |
|--|---|
| The Contract Sum prior to this Change Order was  | \$ 8,883,847.59   |
| The Contract Sum will be increased by this Change  | Order\$ 208,050.64  |
| The new Contract Sum including this Change Order   | will be\$ 9,091,898.23  |
| The Contract Time will be increased by <b>0</b> days                                     |   |
| The Time allowed for completion is therefore $\underline{11/27/2}$                       | 2022  |
| Owner Effingham County Board of Commissioners 804 S. Laurel Street Springfield, GA 31329 | Contractor<br>Ranger Construction Industries, Inc.<br>1200 Elboc Way<br>Winter Garden, FL 34787 |
| Ву:  | Ву:   |
| Date:  | Date:   |

The original Contract Sum was.....\$ 7,732,970.55



November 10, 2022

Effingham County Board of Commissioners 804 S. Laurel Street Springfield, GA 31329 C/O Roberts Civil Engineering Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation ITB No: 22-25-008 Change Order Request No. 5

Old Augusta II

Rip,

Per the email dated November 33,2022, Ranger Construction Industries, is requesting a Change Order to the contract to Add FDR, Prime and Sand and Dbl Chip Seal on the above roadway. Please see below for cost breakdown:

Add the following:

5,871 SY FDR @ \$6.25/SY = \$36,693.75 19,961.4 Gallon Emulsion @ \$5.85/Gal = \$116,774.19 5,871 SY Prime and Sand @ \$1.25/SY = \$7,338.75 5,591 SY Double Surface Treatment @ \$8.45/SY = \$47,243.95

Total Add: \$ 208,050.64

Please let us know if you need anything further

Thank You,

Melody A Dearborn Project Manager

## **Staff Report**

Subject: Acceptance of Proposal for Audio-Visual Services from Stage Front

**Author:** Alison Bruton, Purchasing Agent

**Department:** Recreation

Meeting Date: December 6, 2022

**Item Description:** Proposal for Audio-Visual Services from Stage Front

**Summary Recommendation:** Staff recommends acceptance of the Proposal for Audio-Visual Services from Stage Front. This process will be implemented in phases as allowed by the approved budget.

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

- Currently, Effingham County in under contract with Stage Front to update the AV system in the Judicial Complex. Staff requested a proposal from Stage Front to review the Clarence E. Morgan Gymnasium sound issues and provide sound dampeners.
- Stage Front had their Acoustical Engineer measure the gym reverberance and have put together a proposal for ceiling and wall panels based on that study.
   Because of the ceiling being the largest available surface, most of the acoustical treatment will be on the ceiling.
- This project will be broken into phases in accordance with the approved budget.
   FY23 has a total of \$40,000 budgeted, so Stage Front is working to put together
   a final quote for phase 1 which will include only a portion of the ceiling panels.
   Should additional funding be approved in FY23, staff will discuss the next phase
   with Stage Front. Remaining funds needed will be requested for FY24.

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

- 1. Acceptance of Proposal for Audio-Visual Services from Stage Front to be implemented in phases as allowed by the approved budget.
- 2. Acceptance of Proposal for Audio-Visual Services from Stage Front to be completed as a whole with a budget amendment.
- Take no action.

**Recommended Alternative: 1** 

Other Alternatives: 2, 3

Department Review: Purchasing, County Manager, Recreation, Facilities Maintenance,

Finance

Funding Source: SPLOST

**Attachments:** Proposal for Audio-Visual Services from Stage Front



## STAGE FRONT a better plan for AV

# Proposal for Audio-Visual Services

### EFFINGHAM COUNTY RECREATION GYM ACOUSTICS

Chuck Cooper, Systems Consultant
912.721.5710 direct | 912.398.4644 cell
chuck.cooper@stagefront.net





## Proposal for Services

Effingham County Board of Commissioners

ATTN: Ms. Alison M. Bruton

804 S Laurel St.

Springfield, GA 31329

912.754.2123

abruton@effinghamcounty.org

RE: Effingham County BOC | Recreation Gym Acoustics

Ms. Bruton,

Please accept the enclosed survey report and proposal for acoustical treatment design services for the Effingham County Recreation Gym Acoustics project. Thank you for the opportunity to present this to you and for considering Stage Front as a design partner.

The services, scope of work, and fees included here are based on our understanding of the desired acoustical dampening and our experience with similar projects.

Once you've reviewed the proposal please call with any questions or to discuss further.

Thank you again for your consideration.

& Cooper V

Best Regards,

Chuck Cooper

Systems Consultant

11/7/2022

### PART I - REPORT & SCOPE

Acoustical Survey on 10-12-22 Effingham County Recreation Complex 808 GA-119 Springfield, GA

Building is an approximate 112 ft wide x 157 ft long space with 28' high side walls. Wall surfaces are painted concrete block. Floor is wood basketball surface and ceiling deck is metal. The room is very reverberant with excessive loudness and poor speech clarity. The purpose of our site visit was to make acoustical measurements that would lead to a recommended solution and project budget to control the rooms excessive reverberation and loudness.

Measured reverberation times from 2 position several measurement averages is approximately 2.5 seconds.

Room reverberation time in seconds is a metric that is used to describe the acoustical property of a space. Rooms with long reverberation times (greater that 2 seconds) are categorized as live and often exhibit excessive loudness and poor speech clarity. Rooms with shorter reverberation times (less than 1.6 seconds) exhibit a quieter a "drier" sounder character and provide good speech clarity. Measurements are made at several frequency bands to characterize the tonal quality of a room.

The simple way to describe reverberation time is the time in seconds required for a loud slap sound to decay until it is inaudible. Acoustical measurement instruments apply a more rigorous measurement that allows verification and is repeatable. Physically room reverberation is controlled by the internal volume of the space, and the total surface area of sound absorbing materials. The rec center has a large interior volume, and has no current sound absorption. The room reverberation for the center is long (2.5 seconds) and provides a "Too live" ambience. The large parallel wall surfaces contribute to slap echo in the space.

Our calculations show that approximately 7,400 sq. ft of high sound absorption acoustical material is needed to calm the excessive reverberation. The ceiling is the largest available surface so most of the acoustical treatment will go there. Wall covering is needed to reduce side-to-side echoes that can also interfere with speech clarity. These side wall panels also contribute to the overall reduction of reverberation. These surface materials are needed to reduce the reverberation time below 1.6 seconds to make the room more comfortable for competition and other events.

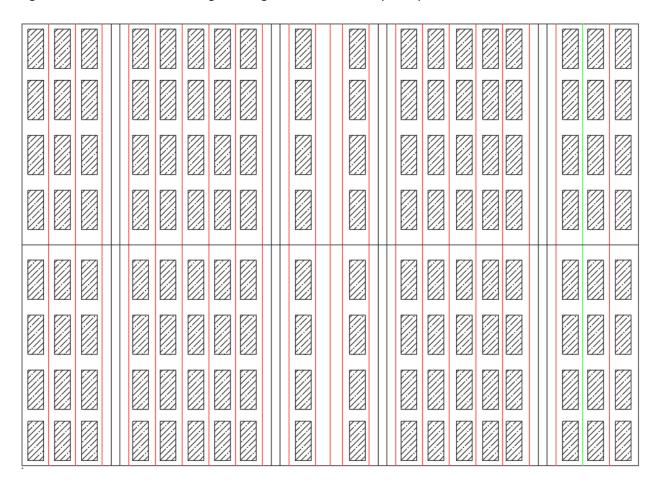
Recommended material for the ceiling is Lapendary style acoustical banners. These are large (4'x 10') banners made from vinyl covered fiberglass blankets. They are secured to the ceiling with a slight droop in the middle. The droop allows increased air space behind the panel and helps the overall sound absorption. https://www.gordon-inc.com/products/creative-materials-for-acoustics/acoustical-banners/

### PART I - SCOPE (CONT.)

Recommended material for the wall covering is Fabric covered acoustical wall panels. These are smaller (4'x8') fabric covered fiberglass panels attached to the walls 12' above floor. They mount with "Z" clips on the concrete surface. <a href="https://avlonline.com/acoustech-high-impact-panels/">https://avlonline.com/acoustech-high-impact-panels/</a>

The following figures show our recommended placement for these acoustical materials.

Figure 1: Reflected Ceiling showing Acoustical Banner panel placement.



### PART I - SCOPE (CONT.)

Figure 2: Side wall panels

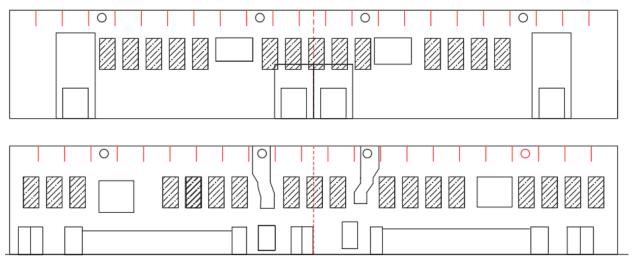
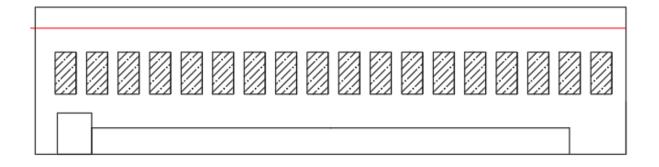
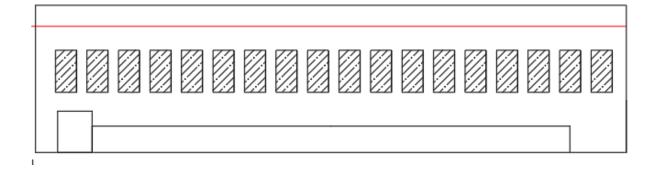


Figure 3: End wall panels





## Proposal for Services (cont.) STAGE | Item XIII. 13.



## PART II - PRICING & ACCEPTANCE

| COMPONENT   | PRICE     |
|---|-----------|
| CEILING MOUNTED LAPENDARY ACOUSTIC PANELS + WALL MOUNTED FIBERGLASS ACOUSTIC PANELS (INSTALLED) | \$120,751 |
| *Estimated 7% sales tax (EFFINGHAM, GA)   | N/A       |
| Total System Investment   | \$120,751 |



### TERMS OF SERVICE

Please Note: Pricing includes equipment, shipping, delivery, programming, installation, turn-on, training, and one-year warranty. Necessary sales tax and permits are not included and if required are the responsibility of the Owner.

This proposal is based on current manufacturers' pricing and is good for 45 days. If, after acceptance for this proposal, we are notified of impending price increases we will arrange for early shipment of affected materials to a secured jobsite storage (by you) or to Stage Front warehouse, if you prefer. You will be responsible for secured storage at the jobsite of the materials, unless you opt for storage at the Stage Front warehouse, in which case we will insure the materials until delivery. In either case, you will be invoiced for materials delivered. If storage at a bonded warehouse is required, you will bear that cost.

Delivery: 12 – 16 weeks after receipt of order

FOB: Destination

Terms: 30% Deposit, 40% @ Receipt of Equipment, 20% @ Installation, Final 10% upon owner acceptance.

Prime Contractor agrees that if the cost of supplies/equipment used for a particular Task Order increase by more than 3% as a result of a change in federal law, including but not limited to any new or increased Federal excise tax or duty, Prime Contractor will request a price adjustment from the Customer and will pass the price adjustment to the Subcontractor. Subcontractor will provide Prime Contractor will all the necessary documentation to support the adjustment request to the Customer. If approved by the Customer, Subcontractor may increase the price of the applicable Task Order by a commensurate amount. If the request is rejected, Stage Front reserves the right to terminate the task order and invoice for labor and materials utilized through the termination.

| SUBMITTED B | Υ | : |
|-------------|---|---|
|-------------|---|---|

Chuck Cooper, 11/7/2022

Charles Goopen Vi

ACCEPTED BY:

Name, Date

Please print name and title below



## PART III - SERVICES

#### INSTALLATION:

During the system installation phase, Stage Front will:

- Deliver equipment to jobsite.
- Furnish, install, and terminate all equipment in this proposal, as well as clearly and permanently label field wiring.
- Install the sound panels and rigging.
- Install, test, and trim all rigging hardware.
- Identify all ceiling aperture locations.
- Remove all trash and debris related with Stage Front work.

#### TURN-ON:

At system turn-on, Stage Front will:

- Test, adjust, and demonstrate all systems
- Provide training on the operation and maintenance of the system

#### MANUAL:

Stage Front will supply electronic copies of instruction/maintenance manuals for the equipment.

#### WARRANTY:

Stage Front warrants this installation to the original purchaser to be free from defects in material and workmanship under normal use during the warranty period.

- Materials: Products will be repaired or replaced, at Stage Front's option, without charge for a period of 365 days after first beneficial use or completion of installation, whichever comes first.
- Labor: Products will be repaired or replaced, at Stage Front's, without charge for a period of 90 days after first beneficial use or completion of installation, whichever comes first.

# Our Experience

Your one-source provider for integrated audio-visual solutions for presentation, collaboration, and Unified Communications systems.

Since 1978, Stage Front has designed and installed technical systems that help better educate, communicate, and entertain.

Our demonstrated strengths in technical design, defined process, and financial stability enable us to consistently deliver projects on time and within budget.

Our areas of expertise include Corporate Enterprise, Higher Education, Dental + Medical Education, as well as Auditoriums + Theatres.

Experience the Stage Front difference.



# **Our Services**

## DESIGN

- Consultation
- Needs Analysis
- Program Development
- BIM Modeling
- EASE Modeling

- Acoustical Analysis
- User Interface Design
- Bid Administration
- Construction Administration

## INTEGRATION

- Project Management
- Pre-Fabrication
- Systems Installation
- Alignment + Final Adjustment
- Programming
- Proof of Performance
- User Training
- Quality Control

## SUPPORT

- Warranty Support
- Preventative Maintenance
- Complete Maintenance
- On-Site Sustaining Support
- Remote Monitoring + Support
- Systems Training
- Critical Inventory Management
- Documentation Control

# **Our Process**

- UNDERSTANDING THE CLIENT
  - Interviews, Needs Analysis, Long-Term Client Goals
- PROGRAM DEVELOPMENT Scope, Budget, Timeline
- ENGINEERING + CONSTRUCTION DOCS
  Published Infrastructure, Complete Design Package
- PREFABRICATION + PROGRAMMING
  Build + Test Systems In-House, Control Systems Programming
- SYSTEMS INTEGRATION
  Field Services + Systems Delivery
- COMMISSIONING + QUALITY ASSURANCE
  Test + Tune, Client Approval
- SUSTAINING SUPPORT
  Full Parts + Labor Warranty, Preventative Maintenance, 24/7 Support

# Our Projects

### UNIVERSITY OF TEXAS HEALTH SCIENCES, HOUSTON, TX



Stage Front provided advanced systems for this new \$155M education building. The latest technologies for teaching and communication are employed in various spaces throughout the building including labs, lecture halls, distance learning rooms and conference rooms. Design was completed and delivered throughout the course of a full calendar year. In addition to the AV design, provides support to the University of Texas under a three year Complete Maintenance Service Agreement.

## OREGON HEALTH SCIENCES UNIVERSITY, PORTLAND, OR



OHSU hired Stage Front to design-build a complete audio-visual system in their pre-clinical simulation lab, employing our multimedia teaching systems, InVision Cam, lecture capture, presentation and program system, and a custom control system with an intuitive user interface. To assure the system delivers the expected function in the future, OHSU added our Comprehens Maintenance Service Program.

# Our Projects (cont.)

### AUGUSTA UNIVERSITY, WARM SPRINGS, GA



Stage Front was hired by Augusta University to design an audio-visual solution as part of the renovation of the historical Warm Springs Rehabilitation Hospital. The system provides a link between the Warm Springs Rehabilitation Hospital and the Medical Center Campus in Augusta for the Doctors in residency. Our system provides conferencing, collaboration, and teaching technologies to bring Warm Springs up to date.

## WESTMINSTER SCHOOLS, ATLANTA, GA



Stage Front recently completed the AV systems design for phase one of Westminster's multiphased campus expansion and renovation. The new and renovated academic spaces include spacious classrooms, a community plaza, small and large conference rooms, and the Catalyst STEAM Lab, which will promote hands-on learning, integrated studies, and innovative purposite of all kinds. Stage Front's AV solutions for the Atlanta-based private school will proceed to the conference of the stage of t



# STAGE FRONT a better plan for AV

# Thank You for the Opportunity.

# QUESTIONS?

Chuck Cooper, Systems Consultant 912.721.5710 direct | 912.398.4644 cell chuck.cooper@stagefront.net



# **Staff Report**

**Subject:** Coastal Incentive Grant for Stormwater Master Plan Year 2

Agreement

Author: Mark W. Barnes, Deputy Director of Finance

**Department:** Finance Department

Meeting Date: 12/6/22

**Item Description:** Consideration to approve the Year 2 agreement for the Coastal

Incentive Grant for stormwater master planning.

# **Summary Recommendation:**

Staff recommends approval for the Year 2 contract for the Coastal Incentive Grant for the stormwater master planning.

# **Executive Summary:**

The CIG Program is a competitive pass-through subgrant program made possible by a grant to GDNR from the National Oceanic and Atmospheric Administration (NOAA) through congressional funding pursuant to the Coastal Zone Management Act. Each year, the GCMP allocates a portion of its federal funding to the Coastal Incentive Grant program. These subgrants may be awarded to qualified county and municipal governments, regional commissions, state-affiliated research or educational institutions, or state agencies (except GDNR), provided the project takes place entirely within the eleven-county service area of the program. The CIG Program service area includes Brantley, Bryan, Camden, Chatham, Charlton, Effingham, Glynn, Liberty, Long, McIntosh and Wayne counties.

Effingham County plans to utilize the funds for a Stormwater Master Plan.

# **Background:**

 This is a two-year grant. The grant is currently in its second year, with the first year's contract approved by the Board last fall. The cost share requirements are as follows:

# YEAR 1

| Category    | CIG         | Match                | Total        |
|-------------|-------------|----------------------|--------------|
| Personnel   |             | \$15,084.00(in-kind) | \$ 15,084.00 |
| Fringe      |             | \$ 5,731.92(in-kind) | \$ 5,731.92  |
| Supplies    |             | \$ 1,893.96          | \$ 1,893.96  |
| Subcontract | \$80,000.00 | \$56,800.00          | \$136,800.00 |
| Other       |             | \$ 500.00            | \$ 500.00    |
| Total       | \$80,000.00 | \$80,009.88          | \$160,009.88 |

# YEAR 2

| Category    | CIG         | Match                | Total        |
|-------------|-------------|----------------------|--------------|
| Personnel   |             | \$17,707.20(in-kind) | \$ 17,707.20 |
| Fringe      |             | \$ 6,728.74(in-kind) | \$ 6,728.74  |
| Supplies    |             |                      |              |
| Subcontract | \$80,000.00 | \$55,800.00          | \$135,800.00 |
| Other       |             | \$ 275.00            | \$ 275.00    |
| Total       | \$80,000.00 | \$80,510.94          | \$160,510.94 |

2. This is a reimbursement grant.

# **Alternatives for Commission to Consider:**

- 1. Approve the grant agreement.
- 2. Do not approve the grant agreement.
- 3. Provide Staff with Direction

# **Recommended Alternative:**

Staff recommends Alternative number 1 – approve the grant agreement.

# Other Alternatives:

N/A

**Department Review:** (list departments)

Finance

# **Funding Source:**

Matching is annually \$1.00 federal to \$1.00 local (1:1).

# **Attachments:**

Year 2 agreement for the Coastal Incentive Grant for stormwater master planning

# GEORGIA DEPARTMENT OF NATURAL RESOURCES COASTAL INCENTIVE GRANT AWARD AGREEMENT CYCLE 25

Stormwater Master Plan Y2

This Award Agreement is entered into as of this 13th day of September , 2022, between the Georgia Department of Natural Resources, Coastal Resources Division ("DNR"), and Effingham County Board of Commissioners ("Subgrantee"). In consideration of the mutual promises and terms and conditions set forth in this Award Agreement, the parties covenant and agree as follows:

# A. DEFINITIONS

- "Subgrantee's Application" means the Coastal Incentive Grant (CIG) application attached as Exhibit A to this Award Agreement.
- "Grant Program" means the Coastal Incentive Grant Program as set forth in Chapter 391-2-5-.01 of the Rules and Regulations of the State of Georgia.
- "Intellectual Property" means patentable inventions, including patentable business methods and processes, copyrightable materials, trademarks, software, and trade secrets.
- "Life of the Project" is twenty (20) years after completion of the Project Services and includes expected repairs to a facility.
- "Match Funds" means the minimum amount the Subgrantee is committed to provide as non-federal match funds in the Subgrantee's Application.
- "OMB" means the federal Office of Management and Budget.
- "Project Services" means the deliverables required under this Award Agreement, including the Scope of Work and the special conditions set forth in the attached Exhibit A.
- "Records" means Subgrantee's books, records, documents, and other evidence pertaining to the costs and expenses of Subgrantee's performance of the Project Services.
- "Reimbursable Amount" means the maximum amount established in Section F that DNR will pay to Subgrantee under this Award Agreement on a reimbursable basis for allowable expenses incurred performing the Project Services.
- "Reimbursable Cost(s)" means the portion of Subgrantee's Request for Reimbursement that is approved by DNR for reimbursement of allowable expenses Subgrantee incurs in the performance of the Project Services.
- "Request for Reimbursement" means Subgrantee's invoice for reimbursement of allowable expenses incurred performing the Projects Services submitted to DNR on a form approved by DNR.
- "Scope of Work" means the Scope of Work included in Subgrantee's Application.

# **B. PURPOSE**

The purpose of the Coastal Incentive Grant Program is to provide financial assistance in the form of grants to eligible county and municipal governments, state agencies other than DNR, and educational and research institutions for projects that further the mission of the Coastal Management Program. After review and evaluation of Subgrantee's application, DNR determined that Subgrantee is an eligible entity and that Subgrantee's proposal meets the qualifications and requirements for financial assistance in accordance with the CIG Program.

# C. AWARD

DNR awards a financial assistance subgrant to Subgrantee consistent with the terms of this Award Agreement. Subgrantee accepts the award of a financial assistance subgrant and will comply with the terms and conditions of this Award Agreement. Subgrantee will complete all Project Services in a manner reasonably satisfactory to DNR.

The following provision applies if this Award Agreement is for a 306A low-cost construction project and survive beyond the term of this project provided for in Section D: Funds shall only be used for projects on publicly owned or leased land, or land for which a public easement has been obtained. If the property is subject to a reversionary clause and reverts, then the Subgrantee shall reimburse DNR for the full amount of funds received for the project. If the land ceases to be available, or the project ceases to be used, for the intended use at any time during the Life of the Project, the Subgrantee shall reimburse DNR the full amount of the funds received for the project.

# D. TERM

The initial term of this Award Agreement begins on October 1, 2022 and continues until September 31, 2023 or until the Project Services required under this Award Agreement are completed, whichever is earlier. DNR reserves the right, in its sole discretion, to extend the term of this Award Agreement, if the extension is determined to be in the best interest of DNR. Any extension is contingent upon the availability of funds lawfully appropriated and applicable to the deliverables described in the Scope of Work.

# E. TIME OF PERFORMANCE

Time is of the essence in the performance of this Award Agreement. Subgrantee will submit semi-annual interim narrative Status Reports and a narrative Final Report to DNR in accordance with the following schedule and in a format provided by the DNR:

- Interim Status Report(s) by April 7, 2023 and every six months thereafter until project completion.
- Final Report no more than seven (7) days after completion of the Project Services or any earlier expiration or termination date.

# F. REIMBURSABLE AMOUNT

DNR will reimburse Subgrantee a maximum of 80000 for allowable expenses Subgrantee incurs in the performance of the Project Services.

# G. MATCH FUNDS

Subgrantee will contribute a minimum of *80510* in Match Funds toward its performance of the Project Services. Subgrantee will include summary information concerning its contribution of the Match Funds in the Final Report submitted to DNR under this Award Agreement. If the Reimbursable Costs actually payable to the Subgrantee are less than the maximum Reimbursable Amount, Subgrantee is only obligated to contribute Match Funds in the same ratio as the actual Reimbursable Costs is to the maximum Reimbursable Amount.

# H. <u>DISBURSEMENT OF AWARD</u>

- (1) DNR, in its reasonable discretion, will determine when Subgrantee's performance of the Project Services is satisfactory and complete. However, the final disbursement shall not occur until the Final Report and all deliverables and work products are approved by DNR.
- (2) If Subgrantee is a local government, the disbursement of funds under this Award Agreement is contingent upon Subgrantee's status as a Qualified Local Government under the Georgia Planning Act (O.C.G.A § 50-8-1 *et seq.*) and compliance with the audit requirements of O.C.G.A § 36-81-7.
- (3) DNR reserves the right to withhold disbursement of funds and require the return of all funds previously disbursed if Subgrantee fails to fulfill its obligations under this Award Agreement or fails to comply with the requirements of the Georgia Planning Act or the audit requirements, if applicable.
- (4) Subgrantee will submit a Request for Reimbursement upon completion of the Project Services. If requested, Subgrantee must include documentation satisfactory to DNR to support all expenditures associated with a Request for Reimbursement. Each Request for Reimbursement must be accompanied by a written statement from Subgrantee certifying that the requested funds have been utilized by Subgrantee solely in the performance of the Project Services and that copies of records, documents and other evidence (including without limitation purchase orders, agreements, canceled checks, invoices, bills of lading and the like) sufficiently supporting the requested funds are maintained at Subgrantee's place of business and are available for review by DNR, the State Auditor or either's representative during normal business hours. DNR, in its sole discretion, may permit Subgrantee to submit interim Requests for Reimbursement. In no event will DNR consider an interim Request for Reimbursement until the tasks for which reimbursement is sought are completed. A Request for Reimbursement must be submitted to the following person:

Beth Tasciotti-Grants Coordinator beth.tasciotti@dnr.ga.gov

- (5) Upon acceptance of the Project Services and receipt of all required documentation, DNR will conduct its review of the Request for Reimbursement. Upon completion of its review, DNR will provide written notification to Subgrantee as to which portion(s) of the Request for Reimbursement are Reimbursable Costs. Except as otherwise provided in this Award Agreement, DNR will promptly pay the Reimbursable Costs subsequent to DNR's written notification to Subgrantee of its approval. In no event is Subgrantee entitled to receive more than the Reimbursable Amount.
- (6) DNR will send payment of the Reimbursable Costs to the attention of the following person(s):

NAME: Mark Barnes

ADDRESS: 804 South Laurel Street

Springfield, Georgia 31329

EMAIL: revenuedesk@effinghamcount

PHONE:<sub>912-754-8012</sub>

Subgrantee may designate a different person(s) to receive payment by written notice to DNR.

# I. INTERIM STATUS REPORTS

Subgrantee will provide DNR with one (1) *electronic* copy of all interim narrative Status Reports outlining the status of Subgrantee's implementation of the Project Services. Subgrantee will submit the reports to DNR in accordance with the schedule set forth in Section E and in a format provided by DNR. The Subgrantee shall include a funding acknowledgement in accordance with Section Y of this Award Agreement on the title or cover page of each interim Status Report.

# J. FINAL REPORT

- (1) Subgrantee will submit one (1) electronic copy of the approved narrative Final Report to DNR within seven (7) days of the completion of the Project Services. In addition to the Final Report, Subgrantee will submit one (1) electronic set of all deliverables, work product and other materials required by the Scope of Work within seven (7) days of the completion of the Project Services. The Subgrantee shall include a funding acknowledgement in accordance with Section Y of this Award Agreement on the title or cover page of the Final Report and on all materials required by the Scope of Work.
- (2) Subgrantee will submit one (1) electronic copy of the approved GIS Metadata, if applicable, to DNR within seven (7) days of the completion of the Project Services and accompanying the Final Report. GIS Metadata must be provided in accordance with the template format supplied to Subgrantee by DNR.
- (3) In the event that this Award Agreement is terminated prior to completion of the Project Services, Subgrantee will submit one (1) electronic copy, within seven (7) days of the termination date, of a narrative Final Report of the work completed prior to the termination date, as well as an electronic copy of all materials and metadata in development or completed by the termination date.

# K. USE OF FUNDS / BUDGET CHANGES

- (1) DNR will only approve the portion of Subgrantee's Request for Reimbursement that is reimbursement for monies that are not part of the Match Fund and that are expended by Subgrantee in performing the Project Services and for no other purpose. In the event DNR determines that all or part of the Reimbursable Costs were utilized for any purpose other than the Project Services, DNR may treat such unauthorized use of the Reimbursable Costs as a material default by Subgrantee and, in addition to any other remedies available to it under this Award Agreement, at law or in equity, may require the return of all funds previously disbursed to Subgrantee.
- (2) No changes between categories in the budget set forth in the Subgrantee's CIG Application greater than 10% of the total budget are authorized without DNR's prior written approval. Subgrantee will give DNR written notice of any changes between categories in the budget that are less than 10% of the total budget at the time the change is made.

# L. INTELLECTUAL PROPERTY

Any Intellectual Property arising out of the performance of this Award Agreement shall be governed by 15 CFR Part 24 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Section 24.34.

Subgrantee represents that it owns all right, title and interest in and to any Intellectual Property that Subgrantee uses in connection with this Award Agreement or otherwise has the right to use such Intellectual Property and license it to DNR without infringing or violating any law or right of any third party.

Subgrantee grants DNR a worldwide, non-exclusive, and royalty-free license in perpetuity to use, reproduce, exhibit, transmit and distribute any such Intellectual Property written, created, printed, invented or reduced to practice in connection with this Award Agreement and to create derivative works to such Intellectual Property.

# M. <u>RECORDS</u>

# (1) Accounting System/Records Retention Requirements

- a. Subgrantee will maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Award Agreement to the extent and in such detail as will properly reflect all costs for which Reimbursable Costs are paid and Match Funds are credited. Subgrantee's accounting procedures and practices will conform to the requirements of the Government Accounting Standards Board. Valuation of in-kind contributions and documentation of cost and cost-share will be consistent with accepted accounting principles and the applicable state and federal regulations, including without limitation OMB Circular A-87.
- b. Subgrantee will preserve and make available its Records to any authorized representative of DNR or the Georgia State Auditor for a period of five (5) years after the expiration of this Award Agreement. If this Award Agreement is completely or partially terminated, the Records relating to the terminated work must be preserved and made available for a

- period of five (5) years from the date of any resulting final settlement. Subgrantee will retain any Records that relate to appeals, litigation or the settlements of claims arising out of the performance of this Award Agreement, or any costs and expenses to which exception has been taken by the State Auditor or any of his duly authorized representatives, until such appeals, litigation, claims or exceptions are finally concluded.
- c. Subgrantee may, with DNR's prior written consent and in fulfillment of its obligation to retain the Records, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective Reimbursable Cost to which such Records relate. DNR, in its sole discretion and with the concurrence of the State Auditor, may authorize Subgrantee to retain original Records for a shorter period of time.

# (2) Audit Requirements

The Georgia Department of Audits and Accounts (the "State Auditor"), or its duly authorized representatives, shall have the right, at any time and with reasonable notice, to enter into the Subgrantee's premises, or other such places where Services under this Agreement are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this Agreement. The State Auditor may also enter at any time and with reasonable notice when the State Auditor deems it necessary in order to conduct any activity within his or her authority or responsibility, including without limitation special examinations and audits of the Department, Subgrantee, subcontractor, and persons and entities other than them. These efforts include special examinations and audits which are, without limitation, financial audits (including financial related audits and financial statement audits), compliance audits, performance/operational audits, information systems and security audits, and vulnerability assessments or reviews with respect to Subgrantee's performance hereunder. Subgrantee shall grant the State Auditor and any representatives thereof full and complete access to Subgrantee's books and records as they relate to this agreement or the services, or as they may be required in order for the State Auditor to ascertain any facts relative to Subgrantee's performance hereunder. Subgrantee shall provide the State Auditor or any representatives thereof such information and assistance as requested in order to perform such audits; provided, however, that the parties shall endeavor to arrange such assistance in such a way that it does not interfere with the performance of Subgrantee's duties and obligations hereunder. Subgrantee shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same audit requirements by which Subgrantee is bound under this Agreement.

If Subgrantee is a non-profit organization as defined in O.C.G.A. § 50-20-2(5), Subgrantee will comply with the provisions of O.C.G.A. § 50-20-1 *et seq.*, including without limitation O.C.G.A. § 50-20-3.

# (3) Additional Fiscal Requirements

a. If a governmental organization, Subgrantee will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).

- b. If an educational institution, Subgrantee will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).
- c. Subgrantee will comply with any other provisions of law that apply to receiving state and federal funds.

# (4) Open Records Act

Because DNR is a public agency of the State of Georgia, information received by DNR or Subgrantee in the performance of this Award Agreement is subject to disclosure under Georgia's open records laws, O.C.G.A. § 50-18-70 *et seq.* ("Open Records Act"), unless exempt therefrom. Subgrantee shall timely respond to any Open Records Act request and will provide DNR with written notice of the receipt of the Open Records Act request and its response.

# N. RIGHT TO INSPECT WORK

DNR, the State Auditor of Georgia or their authorized representatives, have the right to enter onto the premises of Subgrantee and all subcontractors or such other places where the Project Services are being performed during normal business hours for the purpose of inspecting, monitoring or otherwise evaluating such work.

# O. RELATIONSHIP OF THE PARTIES

DNR and Subgrantee are independent contractors and not agents or employees of the other party. No party has authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other party.

# P. TRADING WITH STATE EMPLOYEES

DNR and Subgrantee certify that this Award Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 *et seq.* in any respect.

# Q. TERMINATION

- (1) DNR may terminate this Award Agreement for the convenience of DNR by providing thirty (30) days written notice of the termination date to Subgrantee.
- (2) If, through any cause, Subgrantee fails to fulfill in a timely and proper manner its entire obligations under this Award Agreement or if Subgrantee violates any of the covenants, agreements or stipulations of this Award Agreement, DNR may give Subgrantee written notice of its default, specifying the nature thereof. Subgrantee will have fifteen (15) calendar days from the date of receipt of such notice to cure its default. If the Subgrantee fails to cure the default within the fifteen (15) day notice period, DNR may terminate this Award Agreement by a subsequent written notice of termination to Subgrantee specifying the termination date and DNR may pursue any other rights and remedies available to it under this Award Agreement, at law or in equity. In the event DNR terminates this Award Agreement for cause under this subsection, DNR will not disburse any funds to Subgrantee under this Award Agreement and may require the return of all funds previously disbursed to Subgrantee.

- (3) In the event of an early termination for convenience under subsection Q1, DNR's obligations under this Award Agreement are fully discharged at the time that it reimburses Subgrantee for all expenses reasonably incurred prior to the termination date in satisfactory performance of this Award Agreement, including all non-cancelable obligations; provided, however, that where Subgrantee is contractually bound by this Award Agreement to provide matching funds, DNR will reimburse Subgrantee only in the ratio established by dividing the Reimbursable Amount by the Match Funds. In no event, however, will the total payments made by DNR under this Award Agreement exceed the Reimbursable Amount.
- (4) If Subgrantee is a Regional Development Commission or a nonprofit corporation either created or controlled or caused to be created by the Commission and DNR finds that Subgrantee is failing or has failed to fully cooperate with the Georgia Department of Community Affairs in its conduct of a performance audit, this Award Agreement will be cancelled pursuant to O.C.G.A. § 50-8-35(i).

# R. CHOICE OF LAW AND VENUE

Email: purchasing@effinghamcounty.

This Award Agreement is made in the State of Georgia and will be construed in accordance with Georgia law, without application of conflicts of law principles. The exclusive jurisdiction for contract actions against DNR is the Superior Court of Fulton County, Georgia.

# S. FORCE MAJEURE

DNR and Subgrantee are not responsible for any failure or delay in the performance of any obligations under this Award Agreement caused by acts of God, flood, fire, war, natural disaster or public enemy.

# T. NOTICES

Any notice given under this Award Agreement will be in writing and is effective (i) at the time of the delivery if personally delivered, or (ii) the next business day following deposit with a nationally recognized mail or courier service, if addressed to the recipient as follows:

TO SUBGRANTEE: TO DNR:

Name: Timothy Callanan Name: Beth Tasciotti
Title: County Manager Title: Grants Coordinator

Address: 804 South Laurel Street Address: GA DNR-Coastal Resources Div. Springfield, Georgia 31329 One Conservation Way, Suite 300

One Conservation Way, Suite 300 Brunswick, Georgia 31520-8687

Telephone: 912-754-8012 Email: beth.tasciotti@dnr.ga.gov

Telephone: 912-262-3048 Fax: 912-262-3131

Fax:

Either party may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party are to be given.

# U. COMPLIANCE WITH ALL LAWS

Subgrantee will comply with all applicable federal, state and local laws, rules, regulations, ordinances or executive orders, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 *et seq.*) and all other labor, employment and anti-discrimination laws.

# **V. AUTHORITY**

Subgrantee represents that it has full power and authority to enter into and perform this Award Agreement, and that the person signing on behalf of Subgrantee has been properly authorized and empowered to enter into this Award Agreement. Subgrantee further acknowledges that it has read this Award Agreement, understands it and agrees to be bound by it.

# W. DRUG FREE WORKPLACE

- (1) Subgrantee certifies that:
  - A. A drug-free workplace will be provided for Subgrantee's employees and/or subcontractors during the performance of this Award Agreement; and
  - B. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Subgrantee's Name), (Subcontractor's Name) certifies to (Subgrantee's Name) that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Award Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- (2) Subgrantee understands and acknowledges that it may be suspended, terminated, or debarred if it is determined that:
  - A. Subgrantee has made false certification; or
  - B. Subgrantee has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

# X. ASSIGNMENT

Subgrantee may assign this Award Agreement or any right or obligation to a third party only with the prior written consent of DNR or as designated in SUBGRANTEE's Scope of Work in Exhibit A.

# Y. ACKNOWLEDGEMENT

Subgrantee shall include a CRD and NOAA logo ,along with the following acknowledgement, on all work products, including without limitation any interim status reports, the final report and all information, data, materials and deliverables, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages produced as a result of this Award Agreement:

"Financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration and passed through the Coastal Management Program of the Department of Natural Resources."

Any structure completed in whole or in part with funds under this Award Agreement must include a permanent sign, acknowledging the source of funding.

# Z. CONTRACT INTERPRETATION

- (1) All provisions of this Award Agreement are severable, and the unenforceability, illegality or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions.
- (2) If a court of competent jurisdiction finds any provision of this Award Agreement to be ambiguous, an interpretation consistent with the purpose of this Award Agreement that would render the provision valid is favored over any interpretation that would render it invalid.
- (3) In the event of a conflict, inconsistency or incongruity between this Award Agreement and Subgrantee's CIG Application, this Award Agreement controls.
- (4) DNR and Subgrantee fully negotiated this Award Agreement and, consequently, the Award Agreement will be interpreted fairly and consistently in accordance with its terms.
- (5) Any covenant, representation, or provision of this Award Agreement that by its nature survives the expiration or termination of this Award Agreement continues in full force and effect.
- (6) No amendment to this Award Agreement is effective unless it is in writing and signed by duly authorized representatives of DNR and Subgrantee.
- (7) No waiver of any of the provisions of this Award Agreement is binding unless executed in writing by the party making the waiver. No waiver of one provision constitutes a waiver of any other provision nor does it constitute a continuing waiver.
- (8) The section headings are for reference purposes only and are not a part of this Award Agreement.
- (9) All exhibits referenced in this Award Agreement are incorporated by reference and form an integral part of this Award Agreement.
- (10) This Award Agreement constitutes the entire understanding between DNR and Subgrantee with respect to the subject matter and all prior agreements, representations, statements, negotiations and undertakings are superseded by this Award Agreement.

Award Agreement Page 11

In witness whereof, the parties have executed this Award Agreement effective the date first written above. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

| GEORGIA DEPARTMENT OF NATURAL                    | Effingham County Board of Commissioners |
|--|---|
| RESOURCES, COASTAL RESOURCES<br>DIVISION ("DNR") | ("Subgrantee")                          |
| Name & Title: Doug Haymans, Director             | Name:                                   |

# EXHIBIT A SUBGRANTEE SCOPE OF WORK

#### **Linked Pre-Application Form - DO NOT DELETE**

24 - Stormwater Master Plan

# **Project Information**

#### **Project Title**

24 - Stormwater Master Plan

#### Applicant (Institution)

Effingham County Board of Commissioners

#### **Project Manager or PI name**

Eric Larson

#### What type of project is this?

Research

# **Background and Justification**

Applicant may maintain the wording from the pre-application. This section may be revised based on Pre-application Review Team feedback provided.

#### Click here for instructions

## **Project Overview**

Effingham County is requesting approval for a two-year Coastal Incentive Grant to support the creation of a Stormwater Master Plan. The County currently experiences localized flooding due to factors such as intense rainfall events, multi-jurisdictional outfalls, aging stormwater systems in disrepair, undersized and/or improperly installed systems and rapid growth. A stormwater masterplan would identify areas most susceptible to impacts of flooding, develop long term and short term flood mitigation projects, lessen the impact to the coastal water resources from stormwater runoff and allow the County to continue to develop in a more sustainable manner.

The proposed scope of work for the stormwater master plan will involve the following:

- a. The County will identify drainage basins and high-risk areas susceptible to flooding or stormwater runoff impacts. These areas will be determined through the analysis of GIS data, updated FEMA Flood Insurance Rate Maps (FIRMs), development as-builts, field surveys and assessments, stormwater maintenance logs, stormwater related citizen requests and hydrologic and hydraulic modeling.
- b. Develop a list of short term improvements and long term capital improvement projects utilizing the data collected and H&H modeling. The short term improvements will include maintenance related activities that can be performed immediately to improve drainage concerns with current department funds. Long term capital improvement projects will be prioritized based on key factors such as construction cost, frequent flooding, risk to the public, water quality concerns and project timelines. The projects will include estimated funding requirements and projected timelines. The County recently approved a stormwater feasibility study that will allow for the implementation of a stormwater utility to assist in funding the capital improvement projects identified in the master plan.
- c. Stakeholder and public meetings will be held to review the findings of the current stormwater system and discuss the recommended capital improvement projects. These public outreach events will not only serve as an education opportunity but also allow citizens, business owners and property owners to provide feedback on flooding concerns and stormwater runoff issues. Information collected during the meetings will be evaluated and incorporated into the final long term capital improvement project list.
- d. Effingham's current Stormwater Management Local Design Manual, Post Construction Stormwater Management ordinance and other applicable stormwater standards will be reviewed and updated to reduce stormwater runoff impacts for future developments.

# **Coastal Management Relevance and other Federal Funding**

Item XIII. 14.

In 2014, Effingham County was designated as a Municipal Separate Storm Sewer System (MS4). As part of the permit requirements, the County developed a Stormwater Management Plan (SWMP) for program implementation. One of the best management practices (BMP) in the SWMP is to create a map of the County's MS4 control structures. The County's NPDES stormwater permitted area is limited to two urbanized areas in the County. Due to budgetary constraints mapping and condition assessments are limited to these two areas. Thus, an integral component of the project goal is to update the overall County's primary drainage system mosaic mapping. In addition, the County is experiencing rapid growth and urbanization like many communities in the Coastal Nonpoint Source Management Area. If not properly managed, the increase in impervious surfaces can negatively impact coastal ecosystems and resources through increases in volume, discharge rates and quality of stormwater runoff. The County currently has impaired waters on the Georgia Environmental Protection Division 303d list and Total Maximum Daily Load (TMDL) reports must be managed with proposed BMPs to delist and/or meet TMDL requirements. This grant will allow the County to improve the best management practices by expanding the areas of concentration to include all high risk areas that may be located outside of the current permitted areas. This would include identifying and updating control structure inventory, assessing control structures to include criticality ratings, providing public education on stormwater runoff, identifying areas where additional maintenance is needed and improving County development standards and ordinances. The project will also improve flood resilience within the community and reduce stormwater runoff quantity associated with future developments.

# **Project Goals**

The goal of this project is to create a Stormwater Master Plan that will address and mitigate flooding concerns within the County, increase public understanding of stormwater management and improve development standards for sustainable watershed management by reducing the discharge rate, volume and pollutant loads. The project will identify areas with high risk and/or vulnerability for flooding or stormwater runoff impacts, prioritize areas based on risk, catalogue and assess stormwater inventory to provide a comprehensive stormwater system map, perform an H&H model of the stormwater system to identify deficiencies and flooding projections, identify short-term maintenance activities, long-term stormwater control strategies, funding needs and improvement of the existing ordinance and design standards for future development. This project will not only reduce flooding concerns and water runoff impacts but will also likely improve the County's Community Rating System (CRS) flood insurance rating. These goals can be easily attained during a two year timeframe. The Stormwater Master Plan will be incorporated into the County's comprehensive planning.

# **Task Description - Year 1**

Two-year projects must provide separate Task Descriptions for Year 1 and Year 2. Year 1 tasks must not carry over into Year 2. Applicant should describe how the task will be completed, by whom, an anticipated completion date, and what the deliverables will be for that task.

#### **Select number of tasks**

3

#### 1. Task Title

Identification of Priority Drainage Areas and High Risk Areas

#### 1. Task Description

The County will collect and analyze data from local zoning maps, GIS data and public domain watershed information including LIDAR topography, stormwater maps, as-builts, citizen calls and maintenance records.

#### 1. Task Deliverables

Deliverables will include a report identifying GIS data obtained, maps, maintenance logs, resident logs, and meeting minutes.

# 1. Anticipated date of completion

12/31/2021

#### 2. Task Title

Inventory and Assessment Analysis

#### 2. Task Description

Analyze the compiled data to determine additional field survey needs for potential missing inventory and inventory assessments. Inventory assessments will include criticality ratings and all additional data will be incorporated into the current GIS platform.

#### 2. Task Deliverables

Deliverables will include a report documenting structures inventoried, structures assessed and updated GIS data.

#### 2. Anticipated date of completion

05/31/2022

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#### 3. Task Title

Stormwater System Hydrologic and Hydraulic Modeling

#### 3. Task Description

Create a stormwater model of the County's primary existing stormwater basins and primary drainage systems to identify the current system capacity, deficient stormwater systems and high risk areas.

#### 3. Task Deliverables

Deliverables will include a complete H&H report of the primary drainage system identifying deficiencies and flood prone areas.

#### 3. Anticipated date of completion

09/30/2022

#### Is this a 2 year project?

Yes

# 2 Year Projects

#### Select number of tasks

4

#### 1. Task Title

Identification of Improvement Projects

#### 1. Task Description

The County will identify capital improvement projects necessary to address drainage system deficiencies identified during the modeling. This will include descriptions of the improvements, project priority, conceptual plans, costs of improvements and projected maintenance costs. Funding availability will also be evaluated to determine project timeframes and additional funding options available. The short term improvements will include maintenance related activities that can be performed immediately to improve drainage concerns. Long term capital improvement projects will be prioritized based on key factors such as construction cost, frequent flooding, risk to the public, water quality concerns and project timelines. The County will consult with the Coastal Resources Division on the project recommendations during this task phase.

#### 1. Task Deliverables

Deliverables will include summaries of recommended capital improvement projects.

# 1. Anticipated date of completion

04/30/2023

#### 2. Task Title

**Development Control Standards** 

#### 2. Task Description

The current design standards and ordinances will be evaluated and further refined to enhance the stormwater runoff control and effectively manage future stormwater quantity and quality impacts in the County. This task will include review of documents such as the Georgia Stormwater Management Manual, Coastal Stormwater Supplement, Green Growth Guidelines and Pollution Prevention Guidebook for guidance on necessary improvements to the current design standards and ordinances.

#### 2. Task Deliverables

Deliverables will include updated design standards and County ordinances.

#### 2. Anticipated date of completion

05/31/2023

# 3. Task Title

Public & Stakeholder Meeting

3. Task Description Item XIII. 14.

A public meeting will be held to discuss what a comprehensive stormwater masterplan is and how it benefits the cordecommended capital projects, estimated cost, projected timeline and recommended standards for future development will be reviewed and citizens will be allowed to ask questions and provide feedback on the recommendations.

Task 3 Deliverables: Meeting exhibits, attendance log and meeting minutes.

#### 3. Task Deliverables

Meeting exhibits, attendance log and meeting minutes.

#### 3. Anticipated date of completion

05/31/2023

#### 4. Task Title

Stormwater Masterplan Compilation and Adoption

#### 4. Task Description

Compilation of a Stormwater Master Plan utilizing the identified improvement needs and citizen feedback for final presentation and adoption by the County.

#### 4. Task Deliverables

: Completed Stormwater Master Plan report identifying areas of concern, capital improvement projects, and updated design standards and ordinances.

#### 4. Anticipated date of completion

09/30/2023

#### Communications

Applicant must describe a plan for outreach and information dissemination to convey project results, impacts and benefits to coastal managers and/or the general coastal public, and specifically describe the groups targeted and estimated numbers of people to be reached. See application instructions for more information.

#### What type of outreach plan is this?

**Education Activities** 

#### Please describe.

The County will conduct public outreach events to educate the public on proper stormwater management and provide the public with the opportunity to voice their concerns and offer suggestions. This will be accomplished in conjunction with the County's Stormwater Management Plan Public Education Program. Some of the planned outreach activities that will be conducted include the following:

- Public stakeholder meetings will be conducted as part of Year 2 Task 3 of the project to allow citizen's to provide their concerns and ask guestions regarding potential projects.
- A public stormwater presentation will be conducted to educate the public on how pollution impacts the storm system. Brochures will also be provided and be placed at the County's office.
- The County's Local Stormwater Advisory Committee will review the potential projects and citizen feedback to provide suggestions for inclusion in the Stormwater Master Plan.
- Once completed, the Stormwater Master Plan will be presented in a public meeting for final approval.

# **Project Timeline and Milestones**

Develop a timeline and milestones for each year of the project. The Georgia Coastal Management Program will use this information to track project progress.

#### **Describe your Timeline and Milestones**

Please see the attached timeline and milestones document for details on project task scheduling.

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# **Project Management**

Describe how the proposed project will be managed. List all persons directly employed by the applicant who will be involved in the project, along with their level of involvement. List project partners and describe any volunteer participation. Letters of support or commitment are only required for partners providing in-kind services and/or match funding, as well as for those directly listed in the Coastal Management Relevance section.

#### **Project Management**

The project will be managed by Assistant County Manager, Eric Larson. Mr. Larson is a licensed civil engineer, a Certified Professional in Storm Water Quality, a Certified Planner by the American Institute of Certified Planners, and a Certified Floodplain Manager by the American Society of Floodplain Manager. He will manage project consultants, coordinate meetings and the transfer of information with the consultants and County staff, ensure project timelines are maintained, manage project expenses and review deliverables.

Additional personnel assigned to the project include Planning and Zoning Manager Teresa Concannon and GIS Technician Danny Frazier. Ms. Concannon will provide assistance during Year 1 Task 1 by providing zoning maps and as-built data and Year 2 Task 2 by assisting with ordinance updates. Mr. Frazier will provide assistance during Year 1 Task 1 and 2 by reviewing current GIS data and updating the GIS platform with new stormwater inventory and assessment information.

EOM Operations currently provides all public works operations and maintenance services, civil engineering site plan review and capital project management, MS4 inspections and reporting, and watershed protection plan long term monitoring. EOM will provide assistance during Year 1 Task 1 by providing repair and maintenance activities, citizen storm drainage concerns and providing a list of areas of concern. It is anticipated that EOM will perform field survey needs as identified in Year 1 Task 2. EOM will provide assistance during Year 2 Task 1, 2 and 3 items.

Project Consultant: The County will contract with an engineering consultant to perform the stormwater system hydrologic and hydraulic modeling, identification and conceptual plans for improvements, public and stakeholder meeting, and final compilation of the Stormwater Master Plan.

Letters of Support can be uploaded in the Final Section of this Application.

# **Budget Narrative - Year 1**

In the budget narrative, describe each budget category as indicated in the Application Instructions and provide enough detail to show cost relationship to project tasks. Be sure to specify if match is Cash or In-Kind.

#### **Personnel**

Personnel - In Kind

- 1. Eric Larson, PE, AICP, CFM, CPSWQ Assistant County Manager
- a. Responsibilities: Project management of the project.
- b. Rate: \$62.41/Hour
- c. Estimated 120 Hours
- d. \$7,489.20
- 2. Teresa Concannon, AICP Planning and Zoning Manager
- a. Responsibilities: Data compilation of zoning maps and as-builts.
- b. Rate: \$34.11/Hour
- c. Estimated 80 Hours
- d. \$2,728.80
- 3. Danny Frazier, GIS Technician
- a. Responsibilities: Updating GIS with new stormwater inventory and assessment information.
- b. Rate: \$24.33/Hour
- c. Estimated 200 Hours
- d. \$4.866.00

#### **Fringe Benefits**

Fringe Benefits - In Kind

Fringe benefits consist of health insurance, life insurance, payroll taxes, retirement, workmen's compensation and unemployment benefits. The current fringe benefit rates are 38% of the employee's salary. \$5,731.92

344

N/A

#### Travel

N/A

#### **Supplies (< \$5,000)**

- 1. Samsung Galaxy Tab S7 5G
- a. Field inventory collection device
- b. Tablet \$849.99
- c. OtterBox Case \$89.99
- d. Total \$939.98
- 2. Samsung Galaxy Tab S7 5G
- a. Field inventory collection device
- b. Tablet \$849.99
- c. OtterBox Case \$89.99
- d. Total \$939.98
- 3. Verbatim 8GB USB Flash Drive
- a. Data storage
- b. \$14.00

#### **Subcontracts**

- 1. EOM Operations Senior Professional Engineer
- a. Responsibilities: Assistance identifying priority drainage areas and high risk areas
- b. Rate: \$150.00/Hour
- c. Estimated 16 Hours
- d. \$2,400.00
- 2. EOM Operations Project Manager
- a. Responsibilities: Assistance identifying priority drainage and high risk areas and assistance with inventory and assessment analysis.
- b. Rate: \$110.00/Hour
- c. Estimated 80 Hours
- d. \$8.800.00
- 3. EOM Operations Utility Locator
- a. Responsibilities: Inventory field survey needs.
- b. Rate: \$70.00/Hour
- c. Estimated 480 Hours
- d. \$33,600
- 4. Consultant To be determined
- a. Responsibilities: Stormwater System Hydrologic and Hydraulic Modeling
- b. \$92,000

#### Construction

N/A

# Other

Other - In Kind

Map printing and document reproduction \$500

# **Indirect (Facility and Administrative) Costs**

N/A

# **Budget Narrative - Year 2**

#### **Personnel**

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Personnel - In Kind

- 1. Eric Larson, PE, AICP, CFM, CPSWQ Assistant County Manager
- a. Responsibilities: Project management of the project.
- b. Rate: \$62.41/Hour
- c. Estimated 240 Hours
- d. \$14.978.40
- 2. Teresa Concannon, AICP Planning and Zoning Manager
- a. Responsibilities: Assistance with ordinance updates
- b. Rate: \$34.11/Hour
- c. Estimated 80 Hours
- d. \$2,728.80

#### **Fringe Benefits**

Fringe Benefits - In Kind

Fringe benefits consist of health insurance, life insurance, payroll taxes, retirement, workmen's compensation and unemployment benefits. The current fringe benefit rates are 38% of the employee's salary. \$6,728.74

# Equipment (Items with cost > \$5,000)

N/A

#### Travel

N/A

# **Supplies (< \$5,000)**

N/A

#### **Subcontracts**

- 1. EOM Operations Senior Professional Engineer
- a. Responsibilities: Assistance with County ordinance and design standards updates
- b. Rate: \$150.00/Hour
- c. Estimated 40 Hours
- d. \$6.000.00
- 2. EOM Operations Professional Engineer
- a. Responsibilities: Assistance with County ordinance and design standards updates
- b. Rate: \$120.00/Hour
- c. Estimated 40 hours
- d. \$4.800.00
- 3. Consultant To be determined
- a. Responsibilities: Identification and conceptual plans for improvements, public and stakeholder meeting and final compilation of the Stormwater Master Plan.
- b. \$125,000.00

## Construction

N/A

#### Other

Other - In Kind

Brochures and document reproduction \$275

#### **Indirect (Facility and Administrative) Costs**

N/A

# **Supplemental Information**

# **Upload Certification Form**

EffinghamCounty Certifications Form.pdf

#### Upload Match/In-kind Letter of Support

**Upload Federally Negotiated Indirect Cost Rate Agreement** 

**Upload Authorizing Resolution** 

EffinghamCounty Authorizing Resolution Form.pdf

**Upload 306A Project Questionnaire** 

Upload Title Opinion Or Certification of Real Property Ownership

Upload Copy of Historic Preservation Division review request letter and response

Upload copy of U.S. Fish and Wildlife Service review request letter and response

**Upload Site Maps** 

**Upload Site Plans** 

**Additional File Upload** 

EffinghamCounty CIG Full Application.docx

**Additional File Upload** 

**Additional File Upload** 

**Additional File Upload** 

**Additional File Upload** 

I certify that the Authorizing Official has approved this submission.

Yes

Name of Authorizing Official

Wesley M. Corbitt

**Title of Authorizing Official** 

Chairman, ECBOC

**Email of Authorizing Official** 

wcorbitt@effinghamcounty.org

# **CIG Full Application: File Attachments**

If you would like to upload a table or spreadsheet of your Timeline and Milestones, please do so here.

EffinghamCounty Project Timeline and Milestones.docx

**Upload Certification Form** 

EffinghamCounty Certifications Form.pdf

**Upload Authorizing Resolution** 

EffinghamCounty Authorizing Resolution Form.pdf

# **Additional File Upload**

EffinghamCounty CIG Full Application.docx

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Name Attachments

Stormwater Master Plan No

# **Linked Pre-Application Form - DO NOT DELETE**

24 - Stormwater Master Plan

# **Linked Full Application**

Eric Larson - 24 - Stormwater Master Plan

#### **Project Title**

Stormwater Master Plan

# **Budget Categories - Year 1**

#### **Personnel**

# **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$15,084.00

#### **Total for Personnel (Federal and Non-Federal)**

15084

#### **Fringe Benefits**

#### **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$5,731.92

# **Total for Fringe Benefits (Federal and Non-Federal)**

5731.92

#### Equipment (Items >\$5,000)

#### **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$0.00

# **Total for Equipment (Federal and Non-Federal)**

#### **Travel**

# **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$0.00

# **Total for Travel (Federal and Non-Federal)**

#### Supplies (Items <\$5,000)

#### **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$1,893.96

# **Total for Supplies (Federal and Non-Federal)**

1893.96

#### **Subcontract**

#### **CIG Funds Requested (Federal)**

\$80,000.00

# **Match Funds Provided (Non-Federal)**

\$56,800.00

#### **Total for Subcontract (Federal and Non-Federal)**

136800

#### Construction

# **CIG Funds Requested (Federal)**

\$0.00

#### **Match Funds Provided (Non-Federal)**

\$0.00

**Total for Construction (Federal and Non-Federal)** 

# Other

# **CIG Funds Requested (Federal)**

\$0.00

#### Match Funds Provided (Non-Federal)

\$500.00

# **Total for Other (Federal and Non-Federal)**

500

# Indirect

# **CIG Funds Requested (Federal)**

\$0.00

#### Match Funds Provided (Non-Federal)

\$0.00

# **Total for Indirect (Federal and Non-Federal)**

# Total CIG Funds Requested (Federal) - Year 1

80000

## Total Match Funds Provided (Non-Federal) - Year 1

80009.88

#### Is this a 2 Year Project?

Yes

# **Budget Categories - Year 2**

#### **Personnel**

#### **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$17,707.20

# **Total for Personnel (Federal and Non-Federal)**

17707.2

# **Fringe Benefits**

## **CIG Funds Requested (Federal)**

\$0.00

# **Match Funds Provided (Non-Federal)**

\$6,728.74

# **Total for Fringe Benefits (Federal and Non-Federal)**

6728.74

# Equipment (Items >\$5,000)

# **CIG Funds Requested (Federal)**

\$0.00

#### Match Funds Provided (Non-Federal)

\$0.00

## **Total for Equipment (Federal and Non-Federal)**

# Travel

# **CIG Funds Requested (Federal)**

\$0.00

#### Match Funds Provided (Non-Federal)

\$0.00

# **Total for Travel (Federal and Non-Federal)**

# Supplies (Items <\$5,000)

## **CIG Funds Requested (Federal)**

\$0.00

#### **Match Funds Provided (Non-Federal)**

\$0.00

#### **Subcontract**

**CIG Funds Requested (Federal)** 

\$80,000.00

Match Funds Provided (Non-Federal)

\$55,800.00

**Total for Subcontract (Federal and Non-Federal)** 

135800

#### Construction

**CIG Funds Requested (Federal)** 

\$0.00

Match Funds Provided (Non-Federal)

\$0.00

**Total for Construction (Federal and Non-Federal)** 

#### Other

**CIG Funds Requested (Federal)** 

\$0.00

Match Funds Provided (Non-Federal)

\$275.00

**Total for Other (Federal and Non-Federal)** 

275

#### **Indirect**

CIG Funds Requested (Federal)

\$0.00

Match Funds Provided (Non-Federal)

\$0.00

**Total for Indirect (Federal and Non-Federal)** 

Total CIG Funds Requested (Federal) - Year 2

80000

Total Match Funds Provided (Non-Federal) - Year 2

80510.94

Total (Federal and Non-Federal) - Year 2

160510.94

I certify that the Authorizing Official has approved this submission.

# Name of Fiscal Agent

**Christy Carpenter** 

# **Title of Fiscal Agent**

Finance Director

# **Email of Fiscal Agent**

ccarpenter@effinghamcounty.org

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# **Effingham County Project Timeline and Milestones**

|     | Task  | Activities  | Start Date             | Completion<br>Date |
|-----|---|---|------------------------|--------------------|
|     | Identification of Priority                                | Kickoff Meeting   | 10/04/2021             | 10/04/2021         |
| 1   | 1 Drainage Areas & High                                   | Collect Existing Data   | 10/04/2021             | 11/30/2021         |
| 1   | Risk Areas  | Analyze data to identify priority drainage and high risk areas                              | fy priority 12/01/2021 |                    |
| 2   | Inventory and   | Analyze data to identify additional surveying needs.  | 1/1/2022               | 1/15/2022          |
|     | Assessment Analysis                                       | Field Surveying   | 1/16/2022              | 4/30/2022          |
|     |   | Assessment of field surveying data  | 5/1/2022               | 5/31/2022          |
| 3   | Stormwater System<br>Hydrologic and Hydraulic<br>Modeling | Create an H&H model based on collected data   | 6/1/2022               | 9/30/2022          |
|     |   | Analysis of model and collected data and creation of improvement projects 10/1/20           |                        | 2/28/2023          |
| Δ Ι | Identification of<br>Improvement Projects                 | Internal stakeholder meeting to review identified improvement projects                      | 3/01/2023              | 3/01/2023          |
|     |   | Updates to the improvement projects following stakeholder meeting.                          | 3/02/2023              | 4/30/2023          |
| 5   | Development Control Standards                             | Review of guidance documents and current ordinances and design standards                    | 1/1/2023               | 3/30/2023          |
|     | Standards   | Updates and additions to current ordinances and design standards                            | 4/1/2023               | 5/31/2023          |
| 6   | Public Stakeholder<br>Meeting                             | Meeting with stakeholders and public to educate and get input on the Stormwater Master Plan | 5/1/2023               | 5/1/2023           |
|     |   | Compilation of the Stormwater<br>Master Plan draft  | 5/2/2023               | 6/30/2023          |
| 7   | Stormwater Master Plan<br>Compilation and<br>Adoption     | Review of the Stormwater Master<br>Plan draft   | 7/1/2023               | 7/30/2023          |
|     |   | Modifications and creation of the final Stormwater Master Plan document                     | 8/1/2023               | 9/30/2023          |

# GEORGIA COASTAL INCENTIVE GRANT 2021-2022 FY CYCLE 24 CIG CERTIFICATIONS FORM

| On be | behalf of Effingham County Board of Commissioners  |              |  |  |
|-------|--|--------------|--|--|
|       | (Applicant)  |              |  |  |
|       | d in support I certify that:  Stormwater Master Plan   |              |  |  |
|       | (Project Name)   |              |  |  |
| 1.    | 1. no person shall be discriminated against based on race, color, sex, religion, national or physical or mental handicap for any program, activity, or facility sponsored, operated, or under the grant project;   |              |  |  |
| 2.    | 2. all project activities will be conducted in a manner that is consistent with the mission, goals, of the Georgia Coastal Management Program;   | and policies |  |  |
| 3.    | operated, or constructed under the grant project will not be so large as to be exclusionary;   |              |  |  |
| 4.    | 4. any facility or on-going service or program included as a component of this proposed promaintained as part of the community's infrastructure for a reasonable length of time after is no longer available;  | •            |  |  |
| 5.    | 5. no protected or endangered species or historic or cultural resource will be adversely impact  | ted;         |  |  |
| 6.    |  | 1. 6         |  |  |
| 7.    |  | result from  |  |  |
| 8.    | activities conducted under projects funded by Coastal Incentive Grants;  8. Applicant (governmental organization) will comply with 2 CFR 200 Uniform Guidance: <i>Uniford Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards</i> ; and 48 Coastal Control of the Principles and Audit Requirements for Federal Awards; and 48 Coastal Control of the Principles and Audit Requirements for Federal Awards. |              |  |  |
| 9.    | <ul> <li>31.2 (as applicable);</li> <li>9. Applicant (educational institution) will comply with 2 CFR 200 Uniform Guidance Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;</li> <li>31.2 (as applicable);</li> </ul>   |              |  |  |
| 10    | 10. Applicant will comply with any other provisions of statuary law that apply to receiving fur  | nds:         |  |  |
|       | 11. Applicant has reported all sources of funding for completing this project and certifies that is not dependent on future funding from another source;   |              |  |  |
| 12    | 12. All other sources for funding for the project have been disclosed, and that Applicant w Georgia Coastal Management Program of any awards of additional funding from other so   |              |  |  |
|       | the duration of this project;  |              |  |  |
| 13    | 13. Applicant will adhere to the reporting requirements outlined in the RFP and will submit re reports in a timely manner, to the Georgia Coastal Management Program. Failure to comreporting requirements of the Coastal Incentive Grants Program may result in revoc   | ply with the |  |  |
|       | Applicant's funding.   | ation of the |  |  |
|       | Wesley M. Corbitt Chairman   | _            |  |  |
|       | Typed Name Title   |              |  |  |
|       | Wesley M. Corbitt Chairman Typed Name Title  Wesley M. Cabill 11/18/2020   |              |  |  |
|       | Signature Date   |              |  |  |

# Budget (Year 1)

| Budget Categories           | CIG Funds<br>Requested<br>(Federal) | Match Funds<br>Provided<br>(Non-Federal) | Total<br>(Federal + Non-<br>Federal) |
|-----------------------------|-------------------------------------|--|--------------------------------------|
| Personnel                   |                                     | \$24,228.00                              |                                      |
| Fringe Benefits             |                                     | \$8,242.00                               |                                      |
| Equipment (Items > \$5,000) |                                     | \$4,000.00                               |                                      |
| Travel                      | ,                                   |  |                                      |
| Supplies (Items < \$5,000)  |                                     | \$2,500.00                               |                                      |
| Subcontract                 | \$80,000.00                         | \$41,030.00                              | \$160,000.00                         |
| Construction                |                                     |  |                                      |
| Other                       |                                     |  |                                      |
| Indirect                    |                                     |  |                                      |
| TOTAL                       | \$80,000.00                         | \$80,000.00                              | \$160,000.00                         |

# Budget Year 2 (if applicable)

| <b>Budget Categories</b>    | CIG Funds<br>Requested<br>(Federal) | Match Funds Provided (Non-Federal) | Total<br>(Federal + Non-<br>Federal) |
|-----------------------------|-------------------------------------|------------------------------------|--------------------------------------|
| Personnel                   |                                     | \$18,172.00                        |                                      |
| Fringe Benefits             |                                     | \$6,178.00                         |                                      |
| Equipment (Items > \$5,000) |                                     |                                    |                                      |
| Travel                      |                                     |                                    |                                      |
| Supplies (Items < \$5,000)  |                                     | \$4,000.00                         |                                      |
| Subcontract                 | \$80,000.00                         | \$51,650.00                        | \$160,000.00                         |
| Construction                |                                     |                                    |                                      |
| Other                       |                                     |                                    |                                      |
| Indirect                    |                                     |                                    |                                      |
| TOTAL                       | \$80,000.00                         | \$80,000.00                        | \$160,000.00                         |

RESOLUTION OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS TO APPLY FOR A COASTAL INCENTIVE GRANT AND COMMIT UPON AWARD OF THE GRANT TO ENTER INTO A PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES COASTAL RESOURCES DIVISION.

WHEREAS, the goals of the Stormwater Master Plan are to address and mitigate flooding concerns, increase public understanding of stormwater management and improve development standards.

WHEREAS, the mission of the Coastal Incentive Grant as a part of the Georgia Coastal Management Program is consistent with the goals of the Effingham County Stormwater Management Program, and

**WHEREAS**, Effingham County is desirous of obtaining a Georgia Department of Natural Resources Coastal Incentive Grant for the creation of a Stormwater Master Plan.

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of Effingham County,

Does hereby authorize staff to apply for a Coastal Incentive Grant through the Georgia Department of Natural Resources Coast Resources Division. Upon award of the grant, the Board of Commissioners shall enter into a Project Agreement between the Board of Commissioners and Georgia Department of Natural Resources Coastal Resources Division.

Adopted, the 10th day of February, 2021.

BOARD OF COMMISSIONERS EFFINGHAM COUNTY

Wesley M. Corbitt, Chairman

Attest

Stephanie D. Johnson, County Clerk

# Effingham County Stormwater Master Plan CIG Full Application

# **Project Overview**

Effingham County is requesting approval for a two-year Coastal Incentive Grant to support the creation of a Stormwater Master Plan. The County currently experiences localized flooding due to factors such as intense rainfall events, multi-jurisdictional outfalls, aging stormwater systems in disrepair, undersized and/or improperly installed systems and rapid growth. A stormwater masterplan would identify areas most susceptible to impacts of flooding, develop long term and short term flood mitigation projects, lessen the impact to the coastal water resources from stormwater runoff and allow the County to continue to develop in a more sustainable manner.

The proposed scope of work for the stormwater master plan will involve the following:

- a. The County will identify drainage basins and high-risk areas susceptible to flooding or stormwater runoff impacts. These areas will be determined through the analysis of GIS data, updated FEMA Flood Insurance Rate Maps (FIRMs), development as-builts, field surveys and assessments, stormwater maintenance logs, stormwater related citizen requests and hydrologic and hydraulic modeling.
- b. Develop a list of short term improvements and long term capital improvement projects utilizing the data collected and H&H modeling. The short term improvements will include maintenance related activities that can be performed immediately to improve drainage concerns with current department funds. Long term capital improvement projects will be prioritized based on key factors such as construction cost, frequent flooding, risk to the public, water quality concerns and project timelines. The projects will include estimated funding requirements and projected timelines. The County recently approved a stormwater feasibility study that will allow for the implementation of a stormwater utility to assist in funding the capital improvement projects identified in the master plan.
- c. Stakeholder and public meetings will be held to review the findings of the current stormwater system and discuss the recommended capital improvement projects. These public outreach events will not only serve as an education opportunity but also allow citizens, business owners and property owners to provide feedback on flooding concerns and stormwater runoff issues. Information collected during the meetings will be evaluated and incorporated into the final long term capital improvement project list.
- d. Effingham's current Stormwater Management Local Design Manual, Post Construction Stormwater Management ordinance and other applicable stormwater standards will be reviewed and updated to reduce stormwater runoff impacts for future developments.

# **Coastal Management Relevance and other Federal Funding**

In 2014, Effingham County was designated as a Municipal Separate Storm Sewer System (MS4). As part of the permit requirements, the County developed a Stormwater Management Plan (SWMP) for

program implementation. One of the best management practices (BMP) in the SWMP is to create a map of the County's MS4 control structures. The County's NPDES stormwater permitted area is limited to two urbanized areas in the County. Due to budgetary constraints mapping and condition assessments are limited to these two areas. Thus, an integral component of the project goal is to update the overall County's primary drainage system mosaic mapping. In addition, the County is experiencing rapid growth and urbanization like many communities in the Coastal Nonpoint Source Management Area. If not properly managed, the increase in impervious surfaces can negatively impact coastal ecosystems and resources through increases in volume, discharge rates and quality of stormwater runoff. The County currently has impaired waters on the Georgia Environmental Protection Division 303d list and Total Maximum Daily Load (TMDL) reports must be managed with proposed BMPs to delist and/or meet TMDL requirements. This grant will allow the County to improve the best management practices by expanding the areas of concentration to include all high risk areas that may be located outside of the current permitted areas. This would include identifying and updating control structure inventory, assessing control structures to include criticality ratings, providing public education on stormwater runoff, identifying areas where additional maintenance is needed and improving County development standards and ordinances. The project will also improve flood resilience within the community and reduce stormwater runoff quantity associated with future developments.

# **Project Goals**

The goal of this project is to create a Stormwater Master Plan that will address and mitigate flooding concerns within the County, increase public understanding of stormwater management and improve development standards for sustainable watershed management by reducing the discharge rate, volume and pollutant loads. The project will identify areas with high risk and/or vulnerability for flooding or stormwater runoff impacts, prioritize areas based on risk, catalogue and assess stormwater inventory to provide a comprehensive stormwater system map, perform an H&H model of the stormwater system to identify deficiencies and flooding projections, identify short-term maintenance activities, long-term stormwater control strategies, funding needs and improvement of the existing ordinance and design standards for future development. This project will not only reduce flooding concerns and water runoff impacts but will also likely improve the County's Community Rating System (CRS) flood insurance rating. These goals can be easily attained during a two year timeframe. The Stormwater Master Plan will be incorporated into the County's comprehensive planning.

# Task Objectives – Year 1

Task 1: Identification of Priority Drainage Areas and High Risk Areas

**Task 1 Description:** The County will collect and analyze data from local zoning maps, GIS data and public domain watershed information including LIDAR topography, stormwater maps, as-builts, citizen calls and maintenance records.

**Task 1 Deliverables:** Deliverables will include a report identifying GIS data obtained, maps, maintenance logs, resident logs, and meeting minutes.

Task 1 Anticipated Completion Date: December 31st, 2021

Task 2: Inventory and Assessment Analysis

**Task 2 Description:** Analyze the compiled data to determine additional field survey needs for potential missing inventory and inventory assessments. Inventory assessments will include criticality ratings and all additional data will be incorporated into the current GIS platform.

**Task 2 Deliverables:** Deliverables will include a report documenting structures inventoried, structures assessed and updated GIS data.

Task 2 Anticipated Completion Date: May 31<sup>st</sup>, 2022

Task 3: Stormwater System Hydrologic and Hydraulic Modeling

**Task 3 Description:** Create a stormwater model of the County's primary existing stormwater basins and primary drainage systems to identify the current system capacity, deficient stormwater systems and high risk areas.

**Task 3 Deliverables:** Deliverables will include a complete H&H report of the primary drainage system identifying deficiencies and flood prone areas.

Task 3 Anticipated Completion Date: September 30<sup>th</sup>, 2022

### Task Objectives – Year 2

**Task 1:** Identification of Improvement Projects

**Task 1 Description:** The County will identify capital improvement projects necessary to address drainage system deficiencies identified during the modeling. This will include descriptions of the improvements, project priority, conceptual plans, costs of improvements and projected maintenance costs. Funding availability will also be evaluated to determine project timeframes and additional funding options available. The short term improvements will include maintenance related activities that can be performed immediately to improve drainage concerns. Long term capital improvement projects will be prioritized based on key factors such as construction cost, frequent flooding, risk to the public, water quality concerns and project timelines. The County will consult with the Coastal Resources Division on the project recommendations during this task phase.

**Task 1 Deliverables:** Deliverables will include summaries of recommended capital improvement projects.

Task 1 Anticipated Completion Date: April 30<sup>th</sup>, 2023

**Task 2**: Development Control Standards

**Task 2 Description**: The current design standards and ordinances will be evaluated and further refined to enhance the stormwater runoff control and effectively manage future stormwater quantity and quality impacts in the County. This task will include review of documents such as the Georgia Stormwater Management Manual, Coastal Stormwater Supplement, Green Growth Guidelines and Pollution Prevention Guidebook for guidance on necessary improvements to the current design standards and ordinances.

Task 2 Deliverables: Deliverables will include updated design standards and County ordinances.

Task 2 Anticipated Completion Date: May 31st 2023

Task 3: Public & Stakeholder Meeting

**Task 3 Description:** A public meeting will be held to discuss what a comprehensive stormwater masterplan is and how it benefits the community. The recommended capital projects, estimated cost, projected timeline and recommended standards for future development will be reviewed and citizens will be allowed to ask questions and provide feedback on the recommendations.

Task 3 Deliverables: Meeting exhibits, attendance log and meeting minutes.

Task 3 Anticipated Completion Date: May 31st, 2023

Task 4: Stormwater Masterplan Compilation and Adoption

**Task 4 Description:** Compilation of a Stormwater Master Plan utilizing the identified improvement needs and citizen feedback for final presentation and adoption by the County.

**Task 4 Deliverables:** Completed Stormwater Master Plan report identifying areas of concern, capital improvement projects, and updated design standards and ordinances.

Task 4 Anticipated Completion Date: September 30<sup>th</sup>, 2023

### **Communications – Educational Activities**

The County will conduct public outreach events to educate the public on proper stormwater management and provide the public with the opportunity to voice their concerns and offer suggestions. This will be accomplished in conjunction with the County's Stormwater Management Plan Public Education Program. Some of the planned outreach activities that will be conducted include the following:

- Public stakeholder meetings will be conducted as part of Year 2 Task 3 of the project to allow citizen's to provide their concerns and ask questions regarding potential projects.
- A public stormwater presentation will be conducted to educate the public on how pollution impacts the storm system. Brochures will also be provided and be placed at the County's office.
- The County's Local Stormwater Advisory Committee will review the potential projects and citizen feedback to provide suggestions for inclusion in the Stormwater Master Plan.
- Once completed, the Stormwater Master Plan will be presented in a public meeting for final approval.

### **Project Timeline and Milestones**

|   | Task  | Activities  | Start Date | Completion<br>Date |
|---|---|---|------------|--------------------|
|   | Identification of Priority                                | Kickoff Meeting   | 10/04/2021 | 10/04/2021         |
| 1 | Drainage Areas & High                                     | Collect Existing Data   | 10/04/2021 | 11/30/2021         |
| _ | Risk Areas  | Analyze data to identify priority drainage and high risk areas                              | 12/01/2021 | 12/31/2021         |
| 2 | Inventory and   | Analyze data to identify additional surveying needs.  | 1/1/2022   | 1/15/2022          |
| _ | Assessment Analysis                                       | Field Surveying   | 1/16/2022  | 4/30/2022          |
|   |   | Assessment of field surveying data  | 5/1/2022   | 5/31/2022          |
| 3 | Stormwater System<br>Hydrologic and Hydraulic<br>Modeling | Create an H&H model based on collected data   | 6/1/2022   | 9/30/2022          |
|   |   | Analysis of model and collected data and creation of improvement projects                   | 10/1/2022  | 2/28/2023          |
| 4 | Identification of Improvement Projects                    | Internal stakeholder meeting to review identified improvement projects                      | 3/01/2023  | 3/01/2023          |
|   |   | Updates to the improvement projects following stakeholder meeting.                          | 3/02/2023  | 4/30/2023          |
| 5 | Development Control<br>Standards                          | Review of guidance documents and current ordinances and design standards                    | 1/1/2023   | 3/30/2023          |
|   | Standards   | Updates and additions to current ordinances and design standards                            | 4/1/2023   | 5/31/2023          |
| 6 | Public Stakeholder<br>Meeting                             | Meeting with stakeholders and public to educate and get input on the Stormwater Master Plan | 5/1/2023   | 5/1/2023           |
|   |   | Compilation of the Stormwater<br>Master Plan draft  | 5/2/2023   | 6/30/2023          |
| 7 | Stormwater Master Plan<br>Compilation and                 | Review of the Stormwater Master<br>Plan draft   | 7/1/2023   | 7/30/2023          |
|   | Adoption  | Modifications and creation of the final Stormwater Master Plan document                     | 8/1/2023   | 9/30/2023          |

### **Project Management**

The project will be managed by Assistant County Manager, Eric Larson. Mr. Larson is a licensed civil engineer, a Certified Professional in Storm Water Quality, a Certified Planner by the American Institute of Certified Planners, and a Certified Floodplain Manager by the American Society of Floodplain Manager. He will manage project consultants, coordinate meetings and the transfer of information with the consultants and County staff, ensure project timelines are maintained, manage project expenses and review deliverables.

Additional personnel assigned to the project include Planning and Zoning Manager Teresa Concannon and GIS Technician Danny Frazier. Ms. Concannon will provide assistance during Year 1 Task 1 by providing zoning maps and as-built data and Year 2 Task 2 by assisting with ordinance updates. Mr. Frazier will provide assistance during Year 1 Task 1 and 2 by reviewing current GIS data and updating the GIS platform with new stormwater inventory and assessment information.

EOM Operations currently provides all public works operations and maintenance services, civil engineering site plan review and capital project management, MS4 inspections and reporting, and watershed protection plan long term monitoring. EOM will provide assistance during Year 1 Task 1 by providing repair and maintenance activities, citizen storm drainage concerns and providing a list of areas of concern. It is anticipated that EOM will perform field survey needs as identified in Year 1 Task 2. EOM will provide assistance during Year 2 Task 1, 2 and 3 items.

Project Consultant: The County will contract with an engineering consultant to perform the stormwater system hydrologic and hydraulic modeling, identification and conceptual plans for improvements, public and stakeholder meeting, and final compilation of the Stormwater Master Plan.

### **Budget Narrative Year 1**

### Personnel – In Kind

- 1. Eric Larson, PE, AICP, CFM, CPSWQ Assistant County Manager
  - a. Responsibilities: Project management of the project.
  - b. Rate: \$62.41/Hour
  - c. Estimated 120 Hours
  - d. \$7,489.20
- 2. Teresa Concannon, AICP Planning and Zoning Manager
  - a. Responsibilities: Data compilation of zoning maps and as-builts.
  - b. Rate: \$34.11/Hour
  - c. Estimated 80 Hours
  - d. \$2,728.80
- 3. Danny Frazier, GIS Technician
  - a. Responsibilities: Updating GIS with new stormwater inventory and assessment information.
  - b. Rate: \$24.33/Hour
  - c. Estimated 200 Hours
  - d. \$4,866.00

### Fringe Benefits - In Kind

Fringe benefits consist of health insurance, life insurance, payroll taxes, retirement, workmen's compensation and unemployment benefits. The current fringe benefit rates are 38% of the employee's salary. \$5,731.92

### **Equipment**

None

### Travel

None

### **Supplies**

- 1. Samsung Galaxy Tab S7 5G
  - a. Field inventory collection device
  - b. Tablet \$849.99
  - c. OtterBox Case \$89.99
  - d. Total \$939.98
- 2. Samsung Galaxy Tab S7 5G
  - a. Field inventory collection device
  - b. Tablet \$849.99
  - c. OtterBox Case \$89.99
  - d. Total \$939.98
- 3. Verbatim 8GB USB Flash Drive
  - a. Data storage
  - b. \$14.00

### Subcontracts

- 1. EOM Operations Senior Professional Engineer
  - a. Responsibilities: Assistance identifying priority drainage areas and high risk areas
  - b. Rate: \$150.00/Hour
  - c. Estimated 16 Hours
  - d. \$2,400.00
- 2. EOM Operations Project Manager
  - a. Responsibilities: Assistance identifying priority drainage and high risk areas and assistance with inventory and assessment analysis.
  - b. Rate: \$110.00/Hour
  - c. Estimated 80 Hours
  - d. \$8,800.00
- 3. EOM Operations Utility Locator
  - a. Responsibilities: Inventory field survey needs.
  - b. Rate: \$70.00/Hour
  - c. Estimated 480 Hours
  - d. \$33,600
- 4. Consultant To be determined
  - a. Responsibilities: Stormwater System Hydrologic and Hydraulic Modeling
  - b. \$92,000

### Other - In Kind

Map printing and document reproduction \$500

| Budget Category | CIG Request | Match Provided        | Total        |
|-----------------|-------------|-----------------------|--------------|
| Personnel       |             | \$15,084.00 (in kind) | \$15,084.00  |
| Fringe          |             | \$5,731.92 (in kind)  | \$5,731.92   |
| Equipment       |             |                       |              |
| Travel          |             |                       |              |
| Supplies        |             | \$1,893.96            | \$1,893.96   |
| Subcontract     | \$80,000.00 | \$56,800.00           | \$136,800.00 |
| Construction    |             |                       |              |
| Other           |             | \$500.00 (in kind)    | \$500.00     |
| Indirect (%)    |             |                       |              |
| TOTAL           | \$80,000.00 | \$80,009.88           | \$160,009.88 |

### **Budget Narrative Year 2**

### Personnel – In Kind

- 1. Eric Larson, PE, AICP, CFM, CPSWQ Assistant County Manager
  - a. Responsibilities: Project management of the project.
  - b. Rate: \$62.41/Hour
  - c. Estimated 240 Hours
  - d. \$14,978.40
- 2. Teresa Concannon, AICP Planning and Zoning Manager
  - a. Responsibilities: Assistance with ordinance updates
  - b. Rate: \$34.11/Hour
  - c. Estimated 80 Hours
  - d. \$2,728.80

### Fringe Benefits - In Kind

Fringe benefits consist of health insurance, life insurance, payroll taxes, retirement, workmen's compensation and unemployment benefits. The current fringe benefit rates are 38% of the employee's salary. \$6,728.74

### **Equipment**

None

### Travel

### None

### **Supplies**

None

### **Subcontracts**

- 1. EOM Operations Senior Professional Engineer
  - a. Responsibilities: Assistance with County ordinance and design standards updates
  - b. Rate: \$150.00/Hour
  - c. Estimated 40 Hours
  - d. \$6,000.00
- 2. EOM Operations Professional Engineer
  - a. Responsibilities: Assistance with County ordinance and design standards updates
  - b. Rate: \$120.00/Hour
  - c. Estimated 40 hours
  - d. \$4,800.00
- 3. Consultant To be determined
  - a. Responsibilities: Identification and conceptual plans for improvements, public and stakeholder meeting and final compilation of the Stormwater Master Plan.
  - b. \$125,000.00

### Other - In Kind

Brochures and document reproduction \$275

| Budget Category | CIG Request | Match Provided        | Total        |
|-----------------|-------------|-----------------------|--------------|
| Personnel       |             | \$17,707.20 (in kind) | \$17,707.20  |
| Fringe          |             | \$6,728.74 (in kind)  | \$6,728.74   |
| Equipment       |             |                       |              |
| Travel          |             |                       |              |
| Supplies        |             |                       |              |
| Subcontract     | \$80,000.00 | \$55,800.00           | \$135,800.00 |
| Construction    |             |                       |              |
| Other           |             | \$275.00 (in kind)    | \$275.00     |
| Indirect (%)    |             |                       |              |
| TOTAL           | \$80,000.00 | \$80,510.94           | \$160,510.94 |

### **Staff Report**

**Subject:** Discussion Regarding Enforcing International Fire Code Section

510 – Bi-Directional Antenna (BDA) Requirements

**Author:** Clint Hodges, Fire Chief & EMA Director, Ashley Kessler, Building

Official, Chris Reed, IT Director

**Department:** 55-FIRE **Meeting Date:** 12-06-2022

**Item Description:** Discussion Regarding Enforcing International Fire Code (IFC)

Section 510 – Bi-Directional Antenna (BDA) Requirements

**Summary Recommendation:** Staff recommends moving forward requiring with IFC Section 510 requirements, for safety of the people inside of those structures and first responders responding to incidents in the structures.

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

Within the IFC, Section 510 governs the requirements for installation of BDAs, which amplify the radio signal of emergency responder radios in buildings that might otherwise block signal due to building size or construction.

Staff researched other jurisdictions in Georgia and South Carolina that are enforcing this Section, and how they are applying the requirements. Staff have drafted a set of requirements to satisfy Section 510 and plan to begin enforcing it on qualifying new structures that apply for building permits starting January 1, 2023. This requirement will apply to all new (proposed) construction and any substantial renovation(s) to existing buildings as defined in OCGA 25-2-14 (O) (d) approved after January 30, 2014.

Exceptions: (As permitted by IFC 510.1 (2))

The following structures are not required to comply with the requirements of IFC Section 510.

- 1. Buildings with no more than 12,000 total square feet, and no floors below grade.
- Temporary buildings including tents when permitted by the Building Official. For additions to buildings, unless the exceptions above are met for the area of the addition, the entire building being expanded must meet IFC 510 requirements.

### **Options/Alternatives for Commission to Consider:**

**Recommended:** Discussion Only

Other Alternative(s):

**Department Review:** Fire, Building Official, IT

Funding Source: N/A

**Attachments:** Letter



DATE: November 7, 2022

**TO:** All Development Services Personnel and Contractors.

FROM: Building Official, Ashley Kessler Fire Chief, Clint Hodges

SUBJECT: 2018 International Fire Code (IFC) Section 510 Requirements for New Construction

The Development Services Office will no longer issue Effingham County temporary or permanent approvals of occupancy for any building permitted after January 1<sup>st</sup>, 2023, due to the requirements of IFC 510, Emergency Responder Radio Coverage (ERRC), not being met. Any emergency responder radio coverage required by IFC 510 must be installed, tested and operational prior to the issuance of a Fire Safety Codes release or Certificate of Occupancy. Building owners and designers must take the necessary steps for the testing, design and installation of any required emergency responder radio system prior to the issuance of a temporary or permanent certificate of occupancy.

**Application:** All new (proposed) construction and any substantial renovation(s) to existing buildings as defined in OCGA 25-2-14 (O) (d) approved after January 30, 2014. Wired systems as identified in IFC 510.1 exception 1 will not be accepted in lieu of an ERRC.

Exceptions: (As permitted by IFC 510.1 (2))

The following structures are not required to comply with the requirements of IFC Section 510.

- 1. Buildings with no more than 12,000 total square feet, and no floors below grade.
- 2. Temporary buildings including tents when permitted by the Building Official. For additions to buildings, unless the exceptions above are met for the area of the addition, the entire building being expanded must meet IFC 510 requirements.

### **Testing-Needs Assessment**

- 1. Effective January 1<sup>st</sup>, 2023, initial signal strength testing must be completed prior to the approval of site plans for new buildings and building additions.
- 2. Field testing for signal strength certification will not be conducted prior to the building envelope being complete and all doors, windows and exterior openings closed. In buildings with significant internal signal impairments like rack storage or other metal parts, interior room enclosures that contain wire mesh security screens, or other interior or exterior features, etc.; all internal construction must be complete prior to final testing for signal strength.
- 3. Testing will be performed in accordance with IFC 510 using the 20 test cell (per floor) criteria for initial testing. For floors 32,000 sq ft or more, each floor of the building shall be divided into grids of approximately 40 ft by 40 ft.
- 4. All critical areas as defined in NFPA 72 chapter 24.5.2.2.1 shall be tested individually and shall not be counted towards the 20 test cell count.

- 5. Testing results will be certified by the testing contractor and forwarded to the Building Official. A copy shall be left on site with the approved plans.
- 6. Authorization to operate on frequencies licensed to Effingham County must be obtained from the Radio System Manager. Send request for frequency access to <a href="mailto:BDA-Request@EffinghamCounty.org">BDA-Request@EffinghamCounty.org</a> or <a href="mailto:BDA-Request@EffinghamCounty.org">BDARequest@EffinghamCounty.org</a>. The consent must be maintained in a recordable format that can be presented to an FCC representative or other relevant licensee investigating interference. Consent may be withdrawn by Effingham County for any reason with notice to the property owner.

**Design Considerations**: All proposed ERRC system shall be designed in accordance with IFC section 510, good engineering practices and applicable regulations of the Federal Communications Commission. Installations shall be performed by the FCC certified technician and all components are FCC Certified. Method of transmission throughout building ("leaking coax" or fiber optics). Penetrations through rated walls will need to be sealed.

Plans must be verified and approved by the Building Official prior to the installation or modification of an ERRC system. Please send plans in pdf form stamped by qualified design professional to <a href="mailto:Buildinginspections@effinghamcounty.org">Buildinginspections@effinghamcounty.org</a>. Designer shall state that plans being presented indicate required coverage in compliance with IFC section 510. However, the installer carries the full responsibility to assure the installation meets all the applicable National Standards, State and Local codes. Plans shall be submitted through local county building department so that appropriate permits must be obtained through the applicable building department. The plans will be routed to the Building Official through this process the same fire alarm projects are routed to Building Official. If building has a required fire alarm system the fire radio system shall be connected to the fire alarm system according to NFPA 72, IFC and other applicable codes.

Permits will be issued based on a verification of engineering plans. A design professional stamp to take ownership is required.

- 1. Site map showing location of target building and closest donor site antenna.
- 2. Statement of work and scope of work describing the system design.
- 3. Location(s) of all head end equipment and radio transmitters (BDA's).
- 4. Locations of all "critical areas" as defined in NFPA 72, 24.5.2.2.1 with anticipated signal levels (- 95dBm required).
- 5. Signal line schematic drawing of antenna lines and data lines.
- 6. Type and location of NEMA 4 enclosures.
- 7. Battery calculations to show 24 hours capacity at 100% transmit duty cycle.
- 8. Floor plans showing distributed antenna system (DAS) antennas and the anticipated signal level in each test grid square, see number 4 above also.
- 9. System component specification documents including coax cables(s) and data or fiber optic components, all transmitters shall be FCC type accepted, provide documentation.
- 10. System monitoring shall include:
  - a. Monitoring equipment and identification of monitoring station.
  - b. Malfunction of BDA loss of primary power or related electronic system.
  - c. Antennas and passive filters are exempt from monitoring.
  - d. Fire alarm installing contractor if system is to be monitored by FACP.
- 11. Detailed acceptance procedures including all provisions of IFC 510.5.3.-Talk in and talk out signal levels must be included for each zone and critical area.
- 12. Location of document box shall be co-located with head and equipment.

| Request #      | Name of Requester | Date of Request | <b>Building Location</b> | Engineer | BDA Model       |
|----------------|-------------------|-----------------|--------------------------|----------|-----------------|
| 2022-11-23-001 | John Doe          | 11/23/2022      | 883 Hodgeville Rd        | Jane Doe | Motorolla 80000 |
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### **Staff Report**

**Subject:** Sketch Plan (First District)

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

**Department:** Development Services **Meeting Date:** December 6, 2022

**Item Description:** Ashley Mosley as Agent for Victor Vanderlugt requests approval of a **sketch plan** for "Savannah Marine Terminal Bloomingdale Transloading Facility". Located at 1054 Old River Road, zoned **I-1. Map# 304 Parcel# 9** 

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for Savannah Marine Terminal Bloomingdale Transloading Facility on Old River Road.

### **Executive Summary/Background**

- The request for approval of a sketch plan is a requirement of Appendix B Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 Sketch Plan. The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The property will be served by private well and septic system. A single driveway entrance to Old River Road is planned. A new rail spur will be constructed from the existing rail line north of the property.
- A variance to the buffer requirements was approved on May 18, 2021, based on the submitted concept plan that indicated that up to 15 containers may be stored onsite while awaiting transport via rail or truck.
- The undisturbed vegetative buffer will be 75' along the southern property boundary, and 25' along the northern property boundary. Shipping container storage is a heavy industrial use, and is not permitted with reduced buffers.
- An earlier sketch plan application was denied on 10/4/2022.
- The current sketch plan includes 15 container pads. There are no plans for stacking.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the sketch plan "Savannah Marine Terminal Bloomingdale Transloading Facility", with the follow condition:
  - 1. Stacking of shipping containers is prohibited.
- The motion was seconded by Peter Higgins, and carried unanimously.

### **Alternatives**

- 1. Approve the sketch plan for "Savannah Marine Terminal Bloomingdale Transloading Facility".
  - 1. Stacking of shipping containers is prohibited.
- 2. Deny the sketch plan for "Savannah Marine Terminal Bloomingdale Transloading Facility"

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

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

### **EFFINGHAM COUNTY** SKETCH PLAN SUMITTAL FORM

| OFFICIAL USE ONLY        |                           | 01   |
|--------------------------|---------------------------|--|
| Date Received:           | Project Number:           | Classification:                                    |
| Date Reviewed:           | Revie                     | ewed by:   |
| Proposed Name of Subdi   | ivision Savannah Marine   | Terminal Bloomingdale Transloading Fac             |
|                          | Ashley D. Mosley, PE      |  |
|                          | SCE Engineering           | i none   |
|                          | 3 65th St Savannah, GA    | 31405  |
| -                        | or Vanderlugt             | Phone 912-234-5000                                 |
|                          | Magazine Ave., Savanna    |  |
| Engineer Ashley D. M     |                           |  |
|                          | E 65th St Savannah, GA    | Phone 912-341-9630                                 |
|                          |                           |  |
| Surveyor Warren E Po     |                           | Phone_ 857-3288                                    |
|                          | unters Road, Sylvania     |  |
|                          |                           | posed sewer Existing                               |
|                          |                           | ded N/A Number of Lots Proposed N/A                |
| Current Zoning I-1       | _ Proposed Zoning_N/A     | Tax map – Block – Parcel No 37 - 00 - 20 3         |
| Are any variances reques | ted? NONE If so, please   | e describe:  |
|                          | +                         |  |
|                          |                           |  |
| 7                        |                           | dges that the information contained herein is true |
| and complete to the best | or its knowledge.         | .10  |
| This day of              | , 20                      | Applicant  |
| Danielle Kr              | <u>`</u>                  | Vate Vardul  |
| Danielle Kinn            | 10.                       | Owner  |
| NOTARY PUB               |                           |  |
| Chatham County, G        |                           |  |
| Commission Expires       | DILGE 15/16/202/91/21 SOU | lx∃ noissiαr                                       |
|                          | V GEORGIA                 | JuoO marii   |
| Page 1 of 3              |                           | 1 1 LUVION 4/11/2006                               |

Page 1 of 3

JUBUS YRATON Janielle Kinner

4/11/2006

### EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

| OFFIC                     | IAL USE ONLY   |   |
|---------------------------|--|---|
| Subdiv                    | vision Name:   | Project Number:   |
| Date R                    | Received: Date Reviewed:   | Reviewed by:  |
| review<br>submis<br>INCOM | by Effingham County. Applicants should chession. CHECKLIST ITEMS OMITTED CAN             | ants of the requirements for preparing sketch plans fook off items to confirm that it is included as part of the IRESULT IN THE APPLICATION BEING FOUNI DERATION BY THE BOARD. This checklist must be |
| Office<br>Use             | Applicant<br>Use   |   |
| -                         | oject Information:   |   |
| Y                         | 1. Proposed name of development.   |   |
| Y                         | 2. Names, addresses and telephone nu   | mbers of owner and applicant.   |
| Y                         | 3. Name, address and telephone number  | er of person or firm who prepared the plans.  |
| Y                         | 4. Graphic scale (approximately 1"=100   | ) and north arrow. 50 SCALE   |
| Y                         | 5. Location map (approximately 1" = 10   | p').  |
| Y                         | 6. Date of preparation and revision date   | s.  |
| NA                        | 7. Acreage to be subdivided.   |   |
| (b) Ex                    | isting Conditions:   |   |
| Y                         | Location of all property lines.  |   |
| Y                         | 2. Existing easements, covenants, reserved   | vations, and right-of-ways.   |
| Y                         | 3. Buildings and structures.   |   |
| Y                         | 4. Sidewalks, streets, alleys, driveways,  | parking areas, etc.   |
| Y                         | 5. Existing utilities including water, sewe  | , electric, wells and septic tanks.   |
| Y                         | 6. Natural or man-made watercourses a  | nd bodies of water and wetlands.  |
| Y                         | 7. Limits of floodplain.   |   |
| Y                         | 8. Existing topography.  |   |
| Y                         | Current zoning district classification a   | nd land use.  |
| NA                        | 10. Level Three Soil Survey (if septic sy  | stems are to be used for wastewater treatment).   |
| (c) Pro                   | pposed Features:   |   |
| У                         | Layout of all proposed lots.   |   |
| У                         | <ol><li>Proposed new sidewalks, streets, alle<br/>proposed street/road names).</li></ol> | ys, driveways, parking areas, etc (to include   |
| Ā                         | 3. Proposed zoning and land use.   |   |
| Y                         | 4. Existing buildings and structures to re   | main 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.

Page 2 of 3

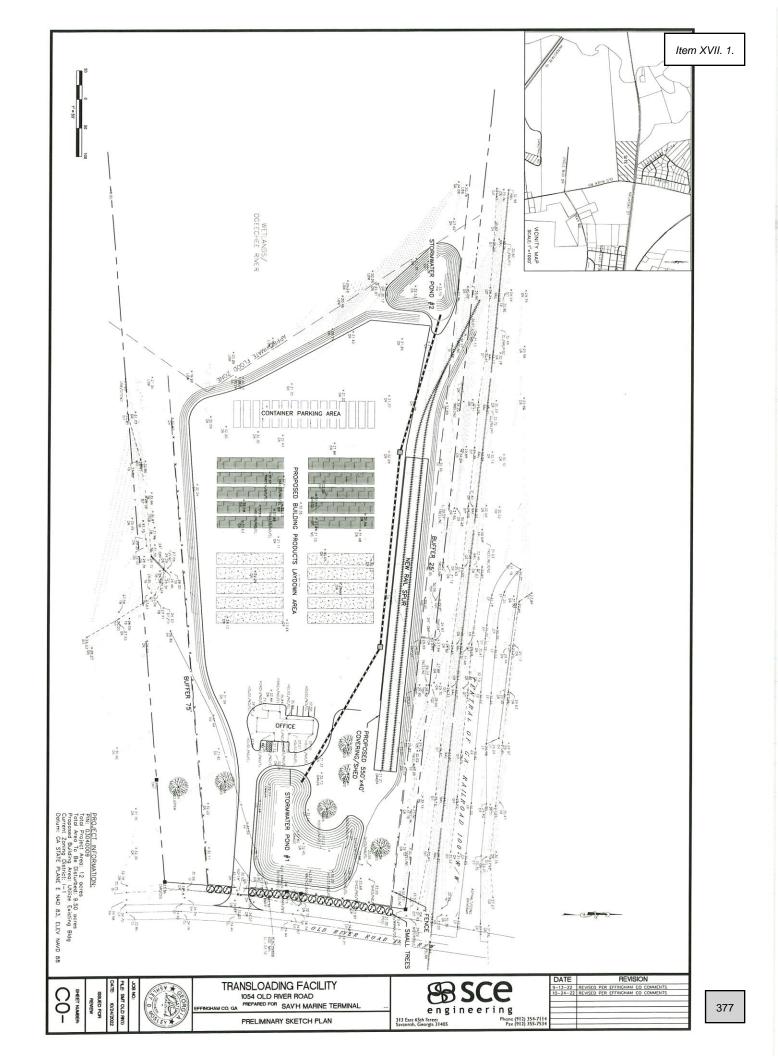
4/11/2006

| NA | 7. Wastewater infrastructure master plan   | (to include reuse infrastructure if proposed). |
|----|--|--|
| NA | 8. Water distribution infrastructure maste | r plan.  |

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

Danielle Kinner
NOTARY PUBLIC
Chatham County, GEORGIA
My Commission Expires 12/16/202

Danielle Kinner
NOTARY PUBLIC
Chatham County, GEORGIA
My Commission Expires 12/16/2025



# 1054 OLD RIVER ROAD



# 1054 OLD RIVER ROAD





September 13<sup>th</sup>, 2022 CC: Liberto Chacon, P.E. Eric Larson, P.E. Teresa Concannon, AICP Chelsie Fernald

Ashley D. Mosley, P.E. SCE Engineering 313 E 65<sup>th</sup> St Savannah, GA 31405

Dear Ms. Mosley,

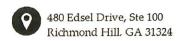
I am pleased to provide you with a review of the Sketch Plan submitted for Savannah Marine Terminal – Transloading Facility, which can be found below.

### Sketch Plan Review

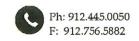
Submittal Documents Sketch Plan Aug. 2022

### Comments:

- 1. For industrial zoned property, the street buffer shall equal the required zoning buffer necessary for the property across the street. In this case it would be 25-ft.
- 2. Please show the right of way for Old River Road on the sketch plan. Furthermore, show any driveway access points.
- 3. The Sketch Plan Checklist, submitted with the application, has all of the items checked as 'Y' for yes, however, upon review all those items are not included in the submitted sketch plan. Please review the checklist and add any missing items to the proposed sketch plan.
- 4. The original proposed use for the site, as described in the zoning variance application, was to be a grain and timber distribution. However, the underground grain hopper is no longer included and the timber storage was reduced by about 1/2. Is this still the same proposed land use, or have there been modifications.
- 5. Please include the location for the underground grain hopper on the plan. This item was included on the proposed concept plan.
- 6. Please include the location of the scale for containers/trucks on the plan. This item was included on the proposed concept plan.
- 7. Please provide a parking calculation for the proposed site.
  - a. It shall be noted that the parking spaces for passenger vehicles was reduced by ½ since the previously submitted concept plan.









- 8. There shall be adequate access to the office building from the passenger vehicle parking area, especially the handicap parking space.
- 9. Please identify the loading spaces on the plans. Section 3.30.6 of the county ordinance provides the schedule for number of spaces per area of storage. Keep in mind the minimum space for truck loading shall be: 30-ft in length, 12-ft in width.
  - a. Keep in mind that there needs to be enough space to maneuver the design vehicle through site to and from the applicable loading spaces.
  - b. It shall be noted that there was a large area for truck parking and misc. storage on the concept plan that is not included in the proposed sketch plan.
- 10. Please identify the location of the proposed outlet for the site's stormwater management system on the plans. The full analysis of the stormwater management system is not required at this stage in the process, but the major features/structures should be included. The plan for the routing of stormwater should be clear.
- 11. Is any type of solid waste disposal area going to be proposed? If so, include depict this on the plan. Keep in mind that the applicable truck used to access any dumpster needs to be able to maneuver through the site.
- 12. The roadside drainage shall not be impeded by the proposed driveway construction. Ensure that a culvert is included in the design.
- 13. It is understood that an extent of this site is being proposed with some form of gravel/aggregate material, however at a minimum, the county right of way needs to utilize proper paving.
- 14. Is there any plan in place for the water distribution/wastewater serving the site?
- 15. Please provide some form of delineation for the wetlands on site. It is annotated that there are wetlands, but there is no line defining those limits.
- 16. It shall be noted that the railroad owner will need to issue an approval of the proposed rail plans prior to final approval of final site development plans.

Sincerely,

Trevor Shoemaker

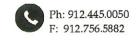
Trevor Shoemaker

Project Manager

EOM







Staff Report Sketch Plan 16

**Subject:** Sketch Plan (Fifth District)

Author: Teresa Concannon, AICP, Planning Manager

**Department:** Development Services **Meeting Date:** November 21, 2022

**Item Description:** Daniel Ben-Yisrael as Agent for Claude M. & Elizabeth E. Kicklighter requests approval of a **sketch plan** for "Parker's Convenience Store – Old Augusta Road". Located on Old Augusta Road, zoned **B-3**. Map# **478 Parcel# 2B** 

### **Summary Recommendation**

Staff has reviewed the application, and recommends **conditional approval** of a **sketch plan** for "Parker's Convenience Store – Old Augusta Road".

### **Executive Summary/Background**

- The request for approval of a sketch plan is a requirement of Appendix B Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 Sketch Plan. The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Development Services staff met with the development team on June 10 via teleconference, and made the following suggestions:
  - Truck traffic should not be routed to Moultrie Drive, which is a private road serving a 200+ unit multifamily subdivision. Site development plans will have to include a physical barrier to prevent trucks from accessing Moultrie Drive.
  - The proposed access to Old Augusta Road does not comply with the county access management control policy. The county engineer indicated that the proposed Old Augusta Road and Hwy 21 access points would be limited to right in and right out only.
  - o If access to Moultrie Drive is approved, then modifications will be needed for the intersection of Moultrie Drive and Old Augusta Road with regard to the left turn function.
- The proposed development is located at the entrance to the county and, therefore, should be designed to conform with requirements for signage, landscaping, and architecture
- The sketch plan shows access through Moultrie Drive, a private road which provides sole
  access to LEO at the Sanctuary, an R-3 multifamily residential community. The proposed
  entrance Parker's off Moultrie Drive is the location of the development's school bus stop, as
  well as multiple amenities and the leasing office. Development of the access road should
  be coordinated with owners/managers at LEO at the Sanctuary.
- The parcel was part of a larger tract partially rezoned to B-3 in 2006. A DRI review was not initiated at that time. Upon receipt of the sketch plan application, which indicates that there will be up to four diesel fuel pumps, staff initiated the DRI review (#3836). The Regional Commission solicited input from neighboring jurisdictions. The City of Savannah submitted comments:
  - The Parker's property is in the Inner Management Zone for Abercorn Creek, where intensive uses and impervious cover could negatively affect water quality. As the

contour map shows drainage to Abercorn Creek from the proposed development site, the city recommends that site design include spill responses, site management, and stormwater management adequate to protect drinking water supplies.

- The applicant plans to purchase a 7.31-acre portion of 478-2B, which is B-3, and also a .343-acre portion of 478-2C, which is zoned R-3. Commercial development is not permitted in R-3. However, an access road may be an appropriate use. If the parcels are to be combined, the .343 segment will need to be rezoned to B-3.
- Site development plans will have to show the required 20' vegetative buffer on the boundary with the multifamily residential property.
- A GDOT encroachment permit for access to Hwy 21, and a county encroachment permit for access to Old Augusta Road will be required during the development plan review process.
- Access and intersection design and improvements will need to be addressed in a Traffic Impact Assessment.
- The Old Augusta Road Corridor Study anticipates right-in and right-out only from Moultrie Drive at Old Augusta Road, and installation of a Restricted Crossing U-turn Intersection (RCUT) on Old Augusta Road, north of Moultrie Drive.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the November 21, 2022 Planning Board meeting, Peter Higgins made a motion to approve a sketch plan for "Parker's Convenience Store Old Augusta".
- The motion was seconded by Brad Smith and carried unanimously.

### **Alternatives**

- 1. Approve request for a sketch plan for: "Parker's Convenience Store Old Augusta Road".
- 2. Deny the request of a sketch plan for: "Parker's Convenience Store Old Augusta Road".

Recommended Alternative: 1 Other Alternatives: 2

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

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

2. Sketch Plan

## EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

|      | OFFICIAL USE   | ONLY                                     |   |  |  |
|------|--|--|---|--|--|
|      | Date Received: _   | Project Number:                          | Classification:                               |  |  |
|      | Date Reviewed:   | Reviewed                                 | by:   |  |  |
|      |  |  |   |  |  |
|      | Proposed Name  | of Subdivision Parker's Convenience Sto  | ore - Old Augusta Road                        |  |  |
|      | Name of Applicar   | nt/Agent_Daniel Ben-Yisrael              | Phone (912) 667-0593                          |  |  |
|      | Company  | y Name Drayton-Parker Company, LLC       |   |  |  |
| * 16 | Address_   | 17 W. McDonough Street, Savannah GA      | 31401   |  |  |
|      | Owner of Record  | Claude M. & Elizabeth E. Kicklighter     | Phone   |  |  |
|      | Address_   | 1606 Creastwood Ln, McLean, VA 22101     | <u> </u>                                      |  |  |
|      | Engineer Rusty   | Windsor, PE (Kimley-Horn)                | Phone (912) 244-2528                          |  |  |
|      | Address_   | 554 Gordon Street, Savannah, GA 31401    | 1   |  |  |
|      | Surveyor_Nichol  | as L. Mansfield (Survey Matters)         | Phone <u>(864)</u> 451-0176                   |  |  |
|      | Address_ 107 Hillcrest Avenue, Simpsonville, SC 29681                                |  |   |  |  |
|      | Proposed water Effingham Water Proposed sewer Effingham Sewer                        |  |   |  |  |
|      | Total acreage of property 9.81 Acreage to be divided N/A Number of Lots Proposed N/A |  |   |  |  |
|      | Current Zoning B-3 Proposed Zoning B-3 Tax map – Block – Parcel No 04780-00000-002   |  |   |  |  |
|      | Are any variances  | requested? <u>No</u> If so, please des   | scribe:                                       |  |  |
|      |  |  |   |  |  |
|      |  |  |   |  |  |
|      | The undersigned  | (applicant) (owner), hereby acknowledges | that the information contained herein is true |  |  |
|      | and complete to the  | he best of its knowledge.                |   |  |  |
|      | This 12th day of September, 20as.  |  |   |  |  |
|      | This 12 32 day o   | 11 <u>Stρπηδο</u> , 20 <u>21</u> . Αρ    | plicant                                       |  |  |
|      | Notary   | Ow                                       | /ner  |  |  |
|      |  | AMANDA COLLINS                           |   |  |  |
|      | AMANDA COLLINS Notary Public Berkeley County, SC My Commission Expires 12/14/27      |  |   |  |  |

385

# 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<br>Use                   | Ap<br>Us | plicant<br>e   |
| (a) Pro                         | ojec     | t Information:   |
| ~                               |          | 1. Proposed name of development.   |
| ~                               |          | 2. Names, addresses and telephone numbers of owner and applicant.  |
| <b>&gt; &gt; &gt; &gt; &gt;</b> |          | 3. Name, address and telephone number of person or firm who prepared the plans.                                    |
| 1                               |          | 4. Graphic scale (approximately 1"=100') and north arrow.  |
|                                 |          | 5. Location map (approximately 1" = 1000').  |
| 1                               |          | 6. Date of preparation and revision dates.   |
| N/A                             |          | 7. Acreage to be subdivided.   |
| (b) Exi                         | istir    | ng Conditions:   |
| >                               |          | 1. Location of all property lines.   |
| >                               |          | 2. Existing easements, covenants, reservations, and right-of-ways.   |
| N/A                             |          | 3. Buildings and structures.   |
| ~                               |          | 4. Sidewalks, streets, alleys, driveways, parking areas, etc.  |
| 1                               |          | 5. Existing utilities including water, sewer, electric, wells and septic tanks.                                    |
| 1                               |          | 6. Natural or man-made watercourses and bodies of water and wetlands.  |
| 1                               |          | 7. Limits of floodplain.   |
| 1                               |          | 8. Existing topography.  |
| ~                               |          | 9. Current zoning district classification and land use.  |
| N/A                             |          | 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).                           |
| (c) Pro                         | pos      | sed Features:  |
| <b>/</b>                        |          | Layout of all proposed lots.   |
| ~                               |          | 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names). |
| <b>/</b>                        |          | 3. Proposed zoning and land use.   |
| N/A                             |          | 4. Existing buildings and structures to remain or be removed.  |
| <b>✓</b>                        |          | 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.                           |
| 1                               |          | 6. Proposed retention/detention facilities and storm-water master plan.  |

Page 2 of 3 4/11/2006

| 1 | 7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed). |
|---|---|
| 1 | 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 12th day of September

2022

Applicant

Notary

Owner



AMANDA COLLINS Notary Public Berkeley County, SC My Commission Expires 12/14/27

DOC# 005876
FILED IN OFFICE
7/17/2019 02:19 PM
BK:2535 PG:35-36A
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY
REAL ESTATE TRANSFER

TAX PAID: \$1582.90

PT-U1 051-2019-001929

Prepared By and Return To:

Michael E. Fowler, Jr., Esq. Hull Barrett, P.C. 7004 Evans Town Center Blvd.,3<sup>rd</sup> Floor Evans, GA 30809 File No. 8594-4519

### LIMITED WARRANTY DEED

THIS INDENTURE is made and entered into this 17th day of June, 2019, by and between Claude M. Kicklighter and Elizabeth E. Kicklighter, as Co-Trustees of The Claude M. Kicklighter Revocable Trust dated February 9, 2015, and Elizabeth E. Kicklighter and Claude M. Kicklighter, as Co-Trustees of The Elizabeth E. Kicklighter Revocable Trust dated February 9, 2015 ("Grantor"), and Jasper Village, LLC, a Georgia limited liability company ("Grantee") ("Grantor" and "Grantee" to include the plural as well as the singular, and their heirs, legal representatives, successors and assigns, where the context so requires or permits).

### WITNESSETH:

THAT Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration by Grantee the receipt and adequacy of which are hereby acknowledged, has bargained, granted, sold, aliened, conveyed and confirmed, and by these presents does bargain, grant, sell, alien, convey and confirm unto Grantee the property described on Exhibit "A" attached hereto and by reference made a part hereof, together with all and singular, the rights, ways, easements, members, privileges and appurtenances to the said property, being, belonging, or in any way appertaining, and the rents, reversions, issues and profits thereof, and of every part thereof (the "Property").

TO HAVE AND TO HOLD the Property to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND Grantor shall and will warrant and forever defend by virtue of these presents, the Property unto Grantee against Grantor and all persons owning, holding or claiming by, through or under Grantor.

**TEXECUTION ON FOLLOWING PAGE** 

### [SIGNATURE PAGE(S) TO LIMITED WARRANTY DEED]

EXECUTED under seal the day and year first above written.

| 2.24.  |                    |  |
|--|--------------------|--|
| 1  |                    | Claude M. Kicklighter and Elizabeth E. Kicklighter,  |
|  |                    | as Co-Trustees of The Claude M. Kicklighter  |
|  |                    | Revocable Trust dated February 9, 2015   |
| Signed, sealed and delivered in the  |                    | Revocable Flust dated replicary 9, 2015  |
| presence of:   |                    | CO 1911-1-103  |
| KI I HIXI MER  |                    | Name Claude M. Kicklighter   |
| XMM XMX  | -                  |  |
| Unofficial Witness   |                    | As its: Trustee  |
| 1 A A A A A  |                    | 40 14 1 DON M  |
| Now a which water  |                    | COLLEGE OF VICTORIANCE   |
| Notary Public  |                    | Name: Elizabeth E. Kicklighter   |
| The state of the s | Halle.             | As its: Trustee  |
| My Commission Expires: SAN A A   | 11                 |  |
| 12131/2021 32 30N  | 1                  |  |
| E 0 0  | 2.0                |  |
| (Notarial Seab) O HEG #  | 568137             |  |
| HEG.   | 4.2                |  |
|  | - CHI 6-3          | Elizabeth E. Kicklighter and Claude M. Kicklighter,  |
| ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )  | 115.5              | as Co-Trustees of The Elizabeth E. Kicklighter   |
| Maria P  |                    | Revocable Trust dated February 9, 2015   |
| Signed, sealed and delivered in the  |                    | b1 - 1 4 4 W NO 14   |
| presence of:   |                    | Strate The Co. West wather   |
| 11 10 MILE   | 1                  | Name: Elizabeth E. Kicklighter)  |
| XMad May   | :                  | As its: Trustee  |
| Unofficial Witness   |                    | IT I THE WAY OF THE  |
| 1 . A. A   |                    | Tank Williamstell  |
| 1 10 m dreither Hunder   |                    | Name Claude M. Kicklighter   |
| Notary Public  | TEL SALES AND SEC. | As its: Trustee  |
| July RA  | NHAPPY             | 1  |
| My Commission Expires:   | NWE                | <u></u>  |
| 1908/1908/   | 1                  |  |
|  | - TC0127           | ▶ 1  |
| (Notarial Seal) E REG  | # 7568137          |  |
| 3. J.O.  | -1243              | ) }  |
| 3.05   | VIEW ON            | The state of the s |
| MARY PYNA  |                    |  |
| AND THE PERSON OF THE PERSON O |                    |  |

### Exhibit "A"

All that tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County Georgia, known as Tract 3-B, containing approximately 30.252 acres on a plat thereof prepared by Kern & Co., LLC, dated May 29, 2019, and recorded on June 25, 2019, in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Bk 28, Page 597; reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Tax Map and Parcel No.: portion of 04780-002-000

### LESS AND EXCEPT:



All that certain tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia containing 0.343 acres, more or less, and being more particularly described as follows: From an IRF located on the southern right-of-way of Old Augusta Road at the common property line between Tract 3-A and Tract 3-B, Said point being the Point of Beginning, from the point of beginning, proceed along a curve turning to the right through an angle of 6° 06' 25", having a radius of 1070.92 feet, and whose long chord bears North 65° 56' 20" East for a distance of 114.09 feet to a point on a curve; thence proceed South 44°16' 40" East for a distance of 35.54 feet to a point, thence proceed South 54°06' 41" East for a distance of 93.20 feet to a point; thence proceed South 35°58' 58" West for a distance of 92.99 feet to a point; thence proceed North 54°01' 02" West for a distance of 185.19 feet to a point, said point being the Point of Beginning. Said tract containing 14,948 S.F. or 0.343 acres.

Said 0.343 acre parcel is more particularly shown and delineated on that certain exhibit entitled "EXHIBIT – 0.343 ACRE PORTION OF TRACT 3-B", prepared by Kern & Co., LLC, dated June 6, 2019.

DOC# 005878
FILED IN OFFICE
7/17/2019 02:19 PM
BK:2535 PG:47-54
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

AFTER RECORDING PLEASE RETURN TO: Hull Barrett, P.C. 7004 Evans Town Center Blvd., 3rd Floor Evans, GA 30809 File No: 8594-4519

STATE OF GEORGIA
COUNTY OF EFFINGHAM

### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made and entered into this 17th day of June, 2019, between Jasper Village, LLC ("Jasper"), and Claude M. Kicklighter and Elizabeth E. Kicklighter, as Co-Trustees of The Claude M. Kicklighter Revocable Trust dated February 9, 2015, and Elizabeth E. Kicklighter and Claude M. Kicklighter, as Co-Trustees of The Elizabeth E. Kicklighter Revocable Trust dated February 9, 2015 (collectively "Kicklighter").

### RECITALS:

- A. Kicklighter owns that property (the "Kicklighter Property") located in Effingham County, Georgia, as described and shown as "Tract 3-A" and "Tract 3-B" on the attached Exhibit "A".
- B. Jasper owns that property (the "Jasper Property") located in Effingham County, Georgia, as described and shown as "Moultrie Drive" on the attached Exhibit "A".
- C. Jasper desires to grant to Kicklighter, their successors, assigns, tenants, employees, customers, and invitees, a perpetual, non-exclusive access easement over the Jasper Property for vehicular and pedestrian ingress and egress, but not parking, to and from the Kicklighter Property and Old Augusta Road (the "Jasper Easement"). The intent of the granting of the Jasper Easement is to give the Kicklighter Property access to, and use of, the Jasper Easement for ingress and egress to Old Augusta Road.

D. Kicklighter desires to grant to Jasper, their assigns, employees, contractors, and invitees, a perpetual, non-exclusive easement over the northern corner of Tract 3-B of the Kicklighter Property at the intersection of Old Augusta Road and Moultrie Drive; said easement area being specifically limited to that portion of said corner located between the road right-of-way and the 35' building setback line (the "Kicklighter Easement Property") for the limited purpose of allowing Jasper to install and maintain the entrance way landscaping and fencing on the Kicklighter Property as set forth herein (the "Kicklighter Easement"). The parties hereby acknowledge and agree that all fencing and landscaping shall be located within the area located between the road right-of-way and the 35' building setback line applicable to the Kicklighter Property.

NOW, THEREFORE for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals. The recital paragraphs above are incorporated into this Agreement as if rewritten in their entirety below.
- 2. Grant of Access Easement. Jasper hereby grants, sells, transfers, and conveys to Kicklighter the Jasper Easement as described above over the Jasper Property for the benefit of the owners of the Kicklighter Property, their successors, assigns, tenants, employees, customers, and invitees. The parties hereby acknowledge that Kicklighter intends to install a paved road extending from the Southwestern right-of-way line of Moultrie Drive across Tract 3-B of the Kicklighter Property to Tract 3-A of the Kicklighter Property (the "Kicklighter Access Road") for the purpose of providing ingress and egress to and from the Kicklighter Property and Old Augusta Road via Moultrie Drive. Jasper hereby grants Kicklighter the right to connect the Kicklighter Access Road to Moultrie Drive and the Jasper Property. All costs and expenses for constructing the Kicklighter Access Road and connecting the Kicklighter Access Road to Moultrie Drive shall be paid by Kicklighter, and Jasper shall have no obligation to contribute to the cost of constructing or maintaining the Kicklighter Access Road.
- 3. Grant of Landscaping and Maintenance Easement. Kicklighter hereby grants, sells, transfers, and conveys to Jasper the Kicklighter Easement as described above over the Kicklighter Easement Property for the benefit of the owners of the Jasper Property. Jasper agrees to provide Kicklighter with a design plan for the entrance fencing and landscaping to be installed within the Kicklighter Easement (the "Design Plan") for review and approval prior to the installation thereof. Kicklighter shall have fifteen (15) days from the receipt of the Design Plan to approve or disapprove such plan. If Kicklighter does not approve the Design Plan, the parties shall promptly meet to review and discuss revisions to the Design Plan, and the parties agree to negotiate in good faith toward the adoption of a revised Design Plan acceptable to both parties.
- 4. <u>Maintenance Agreement</u>. In consideration for the grant of the above referenced Kicklighter Easement, Jasper hereby agrees to install and maintain, no later than twelve (12) months from the execution hereof, a properly engineered and paved roadway over and across the Jasper Easement (to be constructed to standard paved road specifications for public roads as required by Effingham County, Georgia, with the addition of a reinforced roadway sub-bed of the following specifications: subgrade with soil-cement treatment 7.5" of Graded Aggregate Base (Crusher Run) 1.5" of asphalt), as well as the

"entrance way" landscaping and fencing to be located on both the Jasper Property and the Kicklighter Property. All costs and expenses for constructing, maintaining and landscaping the above road within the Jasper Easement and the related entrance of said road onto Old Augusta Road (including the landscaping within the Kicklighter Easement) shall be paid by Jasper, and Kicklighter shall have no obligation to contribute to the cost of constructing, maintaining or landscaping said road or the related entrance.

Jasper reserves the right to dedicate the Jasper Property, or any portion thereof, to the public authorities if they will accept the same. In the event that Jasper, or any party required to maintain or repair the Jasper Property, fails to reasonably maintain or repair such improvements (after written notice and a reasonable opportunity to undertake such maintenance or repairs), any owner of the Kicklighter Property may undertake such maintenance and repairs (and is hereby granted a license to enter upon any portion of the Jasper Property necessary to complete such maintenance or repairs). In such event, the party making such maintenance or repairs shall be entitled to be reimbursed by Jasper for the reasonable costs thereof.

All notices required herein shall be mailed via certified mail and/or overnight delivery, return receipt requested, to the address of the then current property owner as maintained by the Effingham County, Georgia Tax Assessor's Office.

5. Successors and Assigns. The easements and agreements set forth above shall be binding upon and run to the benefit of the parties hereto, the successors, assigns, invitees, and guests of such parties and shall run with the land, or any portion thereof. It is the express intent of the parties hereto that the easements granted herein shall not, at any time, merge by operation of law into any owner's title or interest in any parcel, but that the easements granted herein shall remain separate and distinct rights and estates in land, unless the owner(s) of all affected parcels specifically evidence their intent by mutual agreement in writing to extinguish any such easement. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which easements shall remain separate and distinct and estates in land.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Jasper has hereunto caused this instrument to be executed under seal as of the day and year first above written.

Jasper Villag

Name: Wayne K. Millar

As Its: Manager

(L.S.)

Signed, sealed, and delivered in the presence of:

Unofficial Witness

Sworn to and subscribed before me this 17 day of June, 2019.
NOTARY PUBLIC

My commission expires:

(Notarial Seal)

IN WITNESS WHEREOF, Kicklighter has hereunto caused this instrument to be executed under seal as of the day and year first above written.

Sworn to and subscribed before me this 16 day of June, 2019.

NOTARY PUBLIC

My Company Ston, expires: 9131909

NOTARY PUBLIC

My Company Ston, expires: 9131909

NOTARY PUBLIC

Unofficial Witness

Sworn to and subscribed before me this 16 day of June, 2019.

NOTARY PUBLIC

My commission expires: 9131909

NOTARY PUBLIC

My commission expires: 9131909

(Notarial Seal)

Signed, sealed and delivered in the

Claude M. Kicklighter and Elizabeth E. Kicklighter, as Co-Trustees of The Claude M. Kicklighter Revocable Trust dated February 9, 2015

Name: Claude M. Kicklighten
As Its: Trustee

By: Blendith & The Plichtet S.)
Name: Elizabeth E. Kicklighter

As Its: Trustee

Elizabeth E. Kicklighter and Claude M. Kicklighter, as Co-Trustees of The Elizabeth E. Kicklighter Revocable Trust dated February 9, 2015

By: Stendith to affective (L.S. Name: Elizabeth E. Kicklighter

As Its: Trustee

By: Name: Claude M. Kicklighter

As Its: Trustee

WAGINIP O

5

### Exhibit "A"

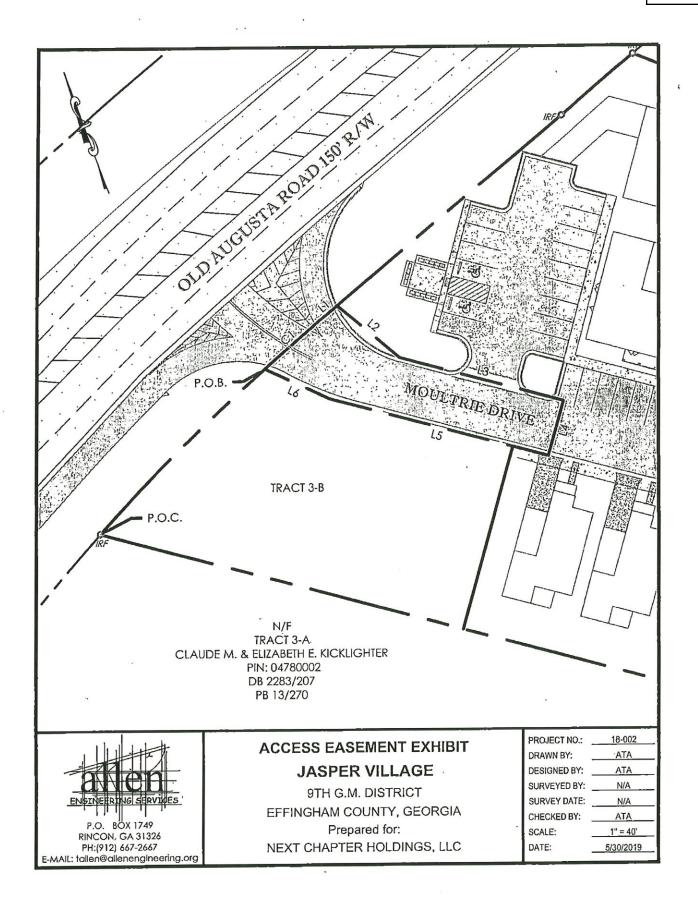
All that tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County Georgia, known as Tract 3-B, containing approximately 30.252 acres on a plat thereof prepared by Kern & Co., LLC, dated May 29, 2019, and recorded on June 25, 2019, in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Bk 28, Page 597; reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Tax Map and Parcel No.: portion of 04780-002-000

### LESS AND EXCEPT:

All that certain tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia containing 0.343 acres, more or less, and being more particularly described as follows: From an IRF located on the southern right-of-way of Old Augusta Road at the common property line between Tract 3-A and Tract 3-B, Said point being the Point of Beginning, from the point of beginning, proceed along a curve turning to the right through an angle of 6° 06' 25", having a radius of 1070.92 feet, and whose long chord bears North 65° 56' 20" East for a distance of 114.09 feet to a point on a curve; thence proceed South 44°16' 40" East for a distance of 35.54 feet to a point, thence proceed South 54°06' 41" East for a distance of 93.20 feet to a point; thence proceed South 35°58' 58" West for a distance of 92.99 feet to a point; thence proceed North 54°01' 02" West for a distance of 185.19 feet to a point, said point being the Point of Beginning. Said tract containing 14,948 S.F. or 0.343 acres.

Said 0.343 acre parcel is more particularly shown and delineated on that certain exhibit entitled "EXHIBIT – 0.343 ACRE PORTION OF TRACT 3-B", prepared by Kern & Co., LLC, dated June 6, 2019.



| CURVE TABLE |        |          |          |                 |              |         |
|-------------|--------|----------|----------|-----------------|--------------|---------|
| CURVE       | LENGTH | RADIUS   | DELTA    | CHORD DIRECTION | CHORD LENGTH | TANGENT |
| CI          | 36.31' | 1070.92' | 1°56'34" | N69°57'50"E     | 36.31'       | 18.16'  |

| Parcel Line Table |                       |         |  |  |
|-------------------|-----------------------|---------|--|--|
| Line #            | Bearing Distance      |         |  |  |
| LI                | L1 N70°56'08"E 10.84' |         |  |  |
| L2                | S29°16'11"E           | 40.19'  |  |  |
| L3                | \$54°01'02"E          | 83.22'  |  |  |
| L4                | S35°58'58"W           | 28.00'  |  |  |
| L5                | N54°06'41"W           | 111.20' |  |  |
| L6 N44°16'40"W    |                       | 35.54'  |  |  |



RINCON, GA 31326 PH:(912) 667-2667 E-MAIL: tallen@allenengineering.org

## ACCESS EASEMENT EXHIBIT JASPER VILLAGE

9TH G.M. DISTRICT
EFFINGHAM COUNTY, GEORGIA
Prepared for:
NEXT CHAPTER HOLDINGS, LLC

 PROJECT NO.:
 18-002

 DRAWN BY:
 ATA

 DESIGNED BY:
 ATA

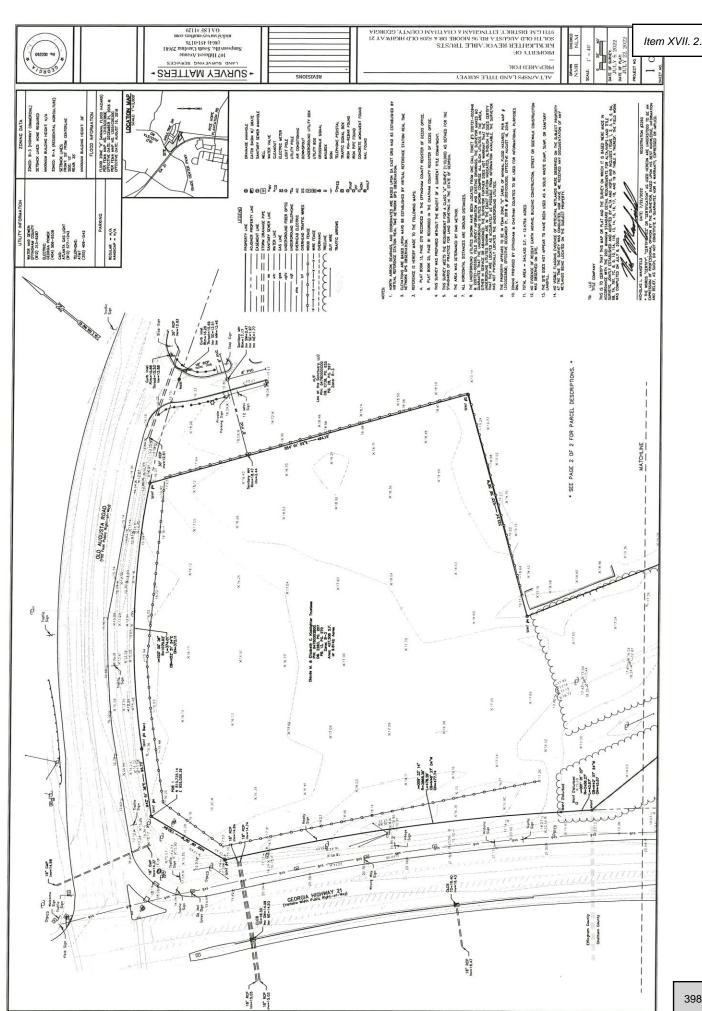
 SURVEYED BY:
 N/A

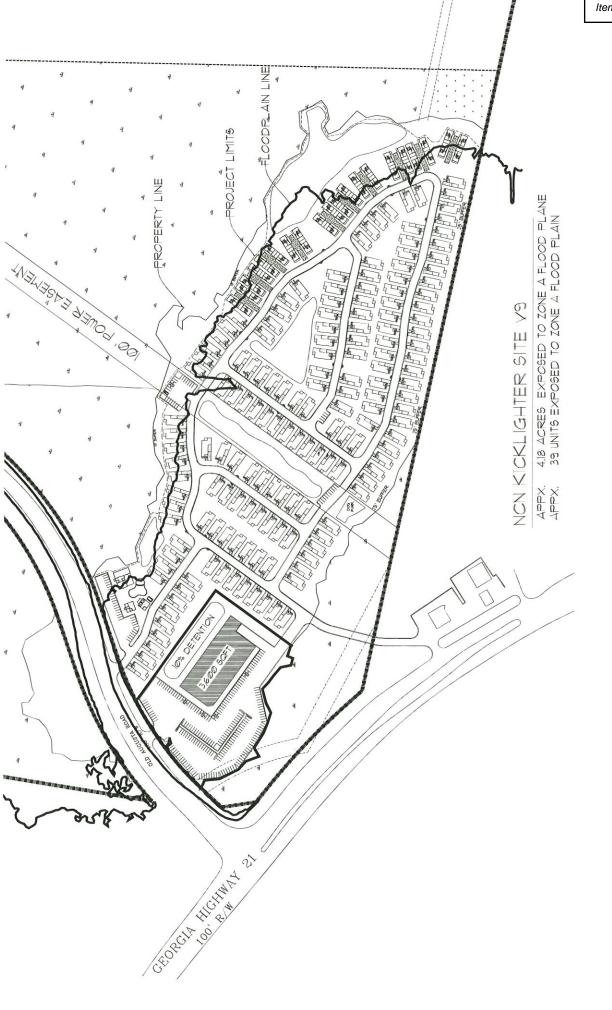
 SURVEY DATE:
 N/A

 CHECKED BY:
 ATA

 SCALE:
 1" = 40'

 DATE:
 5/30/2019

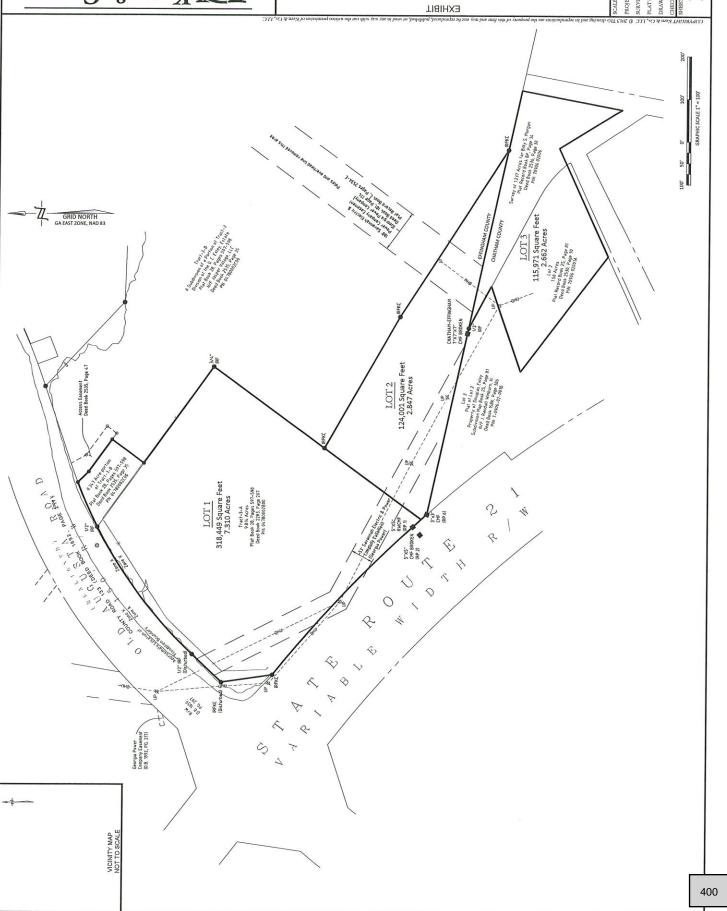


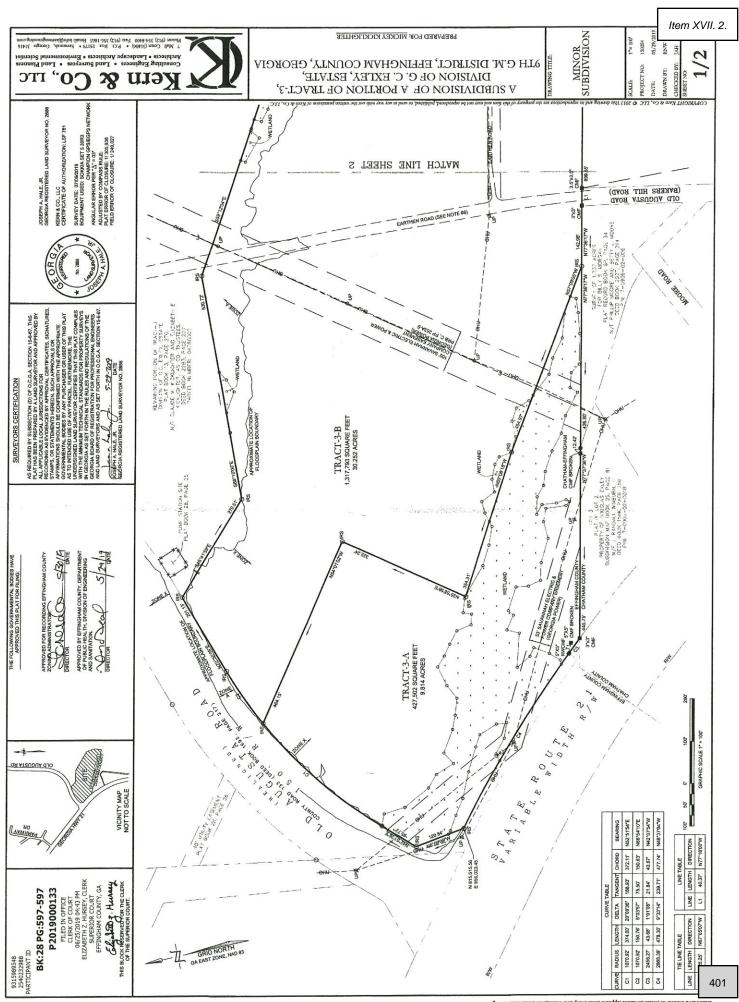


Prepared For: Mickey Kicklighter

Metrices - Landsupervous - LuC Consulting Engineers - Land Surveyors - Land Planners Architects - Landscape Architects - Survenal, Geografia 7 hall Count (1409) - P.O. Box 15179 - Eustanal, Geografia 14146 7 house (912) 544-8400 Fax (912) 556-1865 Enmis infe@Exampgeom

 $\begin{tabular}{ll} \textbf{KICKLIGT'HER PROPERTY} \\ \textbf{ETHE INTERSECTION OF HIGHWRY $1$ AND OLD AUGUSTA ROAD IN EFFINGHAM COUNTY AND CHATHAM COUNTY \\ \end{tabular}$ 





0.05 km

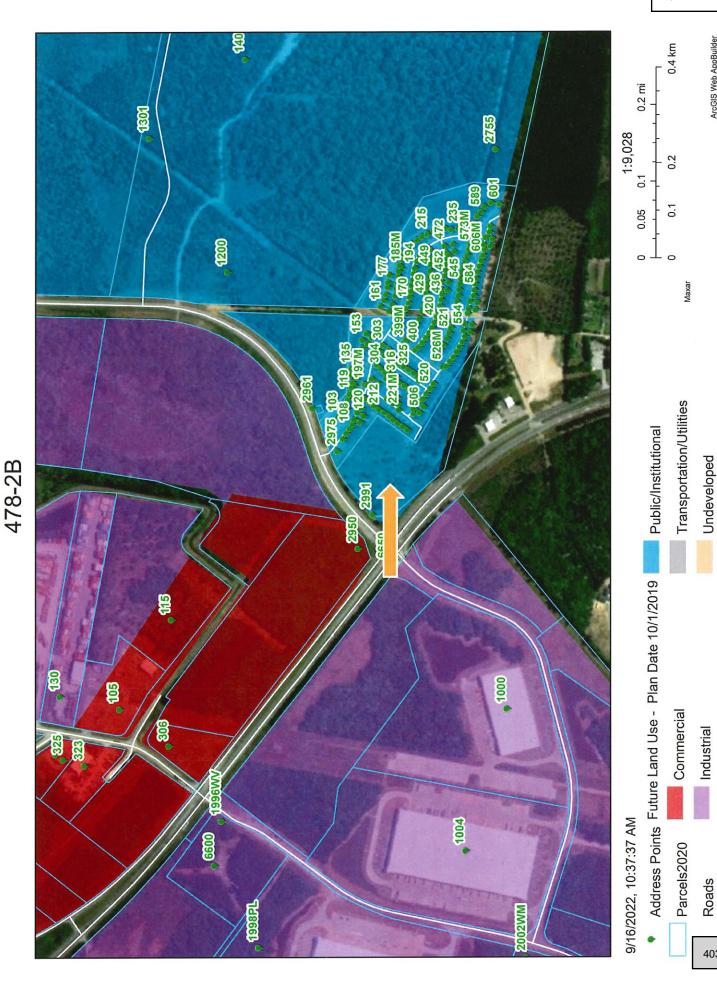
0.03 mi

v: Proposed Moultrie Dr Access B: Current School Bus Stops C: Mailbox/Amenities/Leasing Office 1:1,128 10/28/2022, 8:07:31 AM

ArcGIS Web AppBuilder Maxar, Microsoft | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

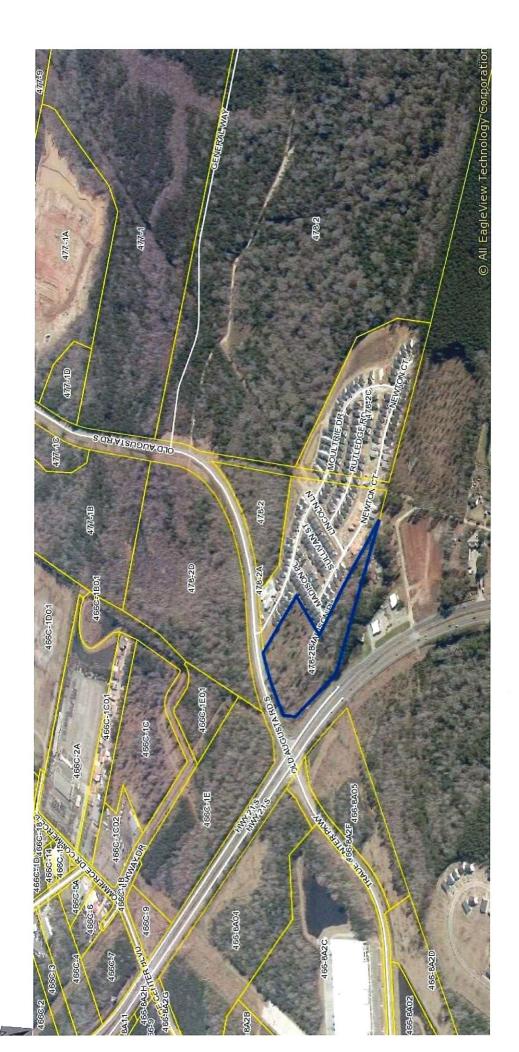
Green: Band\_2 Red: Band\_1

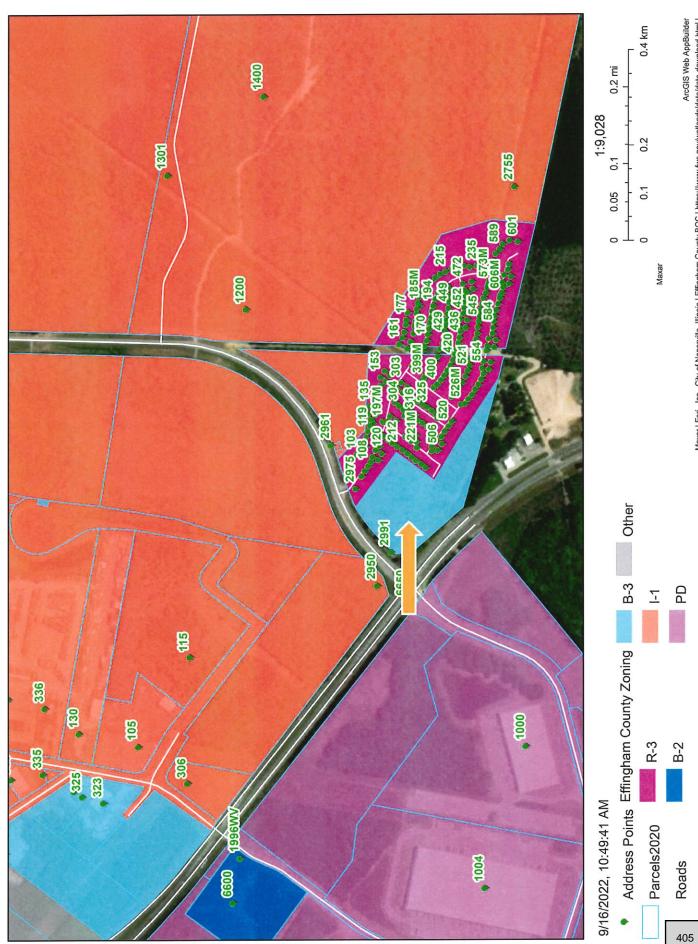
Efn\_fin\_cache



ArcGIS Web AppBuilder Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/data-download.html |

403





478-2B

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

### DEVELOPMENT OF REGIONAL IMPACT REPORT

Prepared for
Effingham County, Georgia
DRI #3836
Parker's-Old Augusta Road
November 3, 2022



Prepared by: Coastal Regional Commission 1181 Coastal Dr. SW Darien, GA

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#### 1. APPLICATION INFORMATION

#### 1.1 Jurisdiction

Effingham County, Georgia DRI # 3836

Parker's-Old Augusta Road

### 1.2 Applicant/Developer

Draytor-Parker Companies, LLC 912-231-1001 dbenyisrael@parkersav.com

#### 2. PROJECT DESCRIPTION

#### 2.1 Summary

The DRI is a proposed C-Store with 8MPD fuel canopy and proposed 4 position diesel canopy. The project is said to have full access onto Old Augusta Road and Georgia Highway 21. Map and parcel number for this project is 04780002B 9.81 acres located off Northeastern quadrant of Old Augusta Road and Georgia Highway 21. The action requested is other/sketch plan approval for previously zoned parcel. The project is expected to be complete in August of 2023

#### 3. PARCEL DATA

#### 3.1 Size of Property

9.81 Acres Map/Parcel # 0478002B

#### 3.2 General Location

Located off Northeastern quadrant of Old Augusta Road and Georgia Highway 21.

According to the United States Census Bureau, the 2019 population of Effingham County was estimated to be 64,296.

#### 4. LAND USE INFORMATION

#### 4.1 Site Map

The site plan for use of the property is attached.

#### 4.2 Built Features

The site is currently vacant.

#### 4.3 Future Development Map Designation (Character Area)

The Future Land Use Map from Effingham County's comprehensive plan indicates that the project site is determined to be Public/Institutional Use.

#### 4.4 Zoning District

The site is currently zoned B-3. There is a request for zoning to remain B-3 to accommodate a convenience store and fueling station.

#### 5. CONSISTENCY AND COMPATIBILITY ANALYSIS

#### 5.1 Consistency with the Comprehensive Plan

The Effingham County Comprehensive Plan was adopted in 2019. The Future Land Use Map designates the DRI property for Public/Institutional. This category includes certain state, federal or local governments uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc.

### 6. CONSISTENCY WITH REGIONAL PLAN OF COASTAL GEORGIA

#### 6.1 Regional Development Map and Defining Narrative

The Regional Development Map illustrates the desired future land use patterns from the regions' Areas Requiring Special Attention and the regions' Projected Development Patterns using the following categories:

a. Conservation

c. Developed

b. Rural

d. Developing

The Regional Future Development Map illustrates the area as Rural. This category is for areas that are not expected to urbanize or require urban services in the next 20 years.

#### 6.2 Guiding Principles of the Regional Plan

Guiding Principles identify those overarching values which are to be utilized and evaluated for all decisions within the region. This section provides the analysis of the consistency between the proposed DRI and the Guiding Principles in the Regional Plan.

#### 6.3 Guiding Principles for Water and Wastewater

Seven guiding principles are identified in the Regional Plan for water and wastewater:

- 1. Require the use of green building strategies to minimize water demand.
- 2. Promote the use of a standardized protocol to forecast water needs to meet reasonable future water needs throughout region.
- 3. Promote use of purple pipe and grey water techniques and use of surface water in addition to groundwater where appropriate.
- 4. Promote water conservation through use of a tiered rate system.
- 5. Promote the use of the best available technology, dependent on soil type, for wastewater treatment.
- 6. Large areas of Coastal Georgia are beyond the reach of urban wastewater infrastructure, or centralized wastewater treatment facilities. To ensure sustainable communities, require proper siting, design, construction, use, and maintenance of decentralized wastewater treatment, or ISTS (Individual Sewage Treatment Systems).
- 7. Pursue regional coordination in provision of water and wastewater facilities.

#### 6.4 Guiding Principles for Stormwater Management

Five guiding principles are identified in the Regional Plan for Stormwater Management:

- Encourage development practices and sitings that do not significantly impact wetlands and habitat areas or allow for the preservation and conservation of wetlands and habitat areas through appropriate land use practices.
- Promote the use of coast-specific quality growth principles and programs, such as the Green Growth Guidelines, Earthcraft Coastal Communities and the Coastal Supplement to the Georgia Stormwater Management Manual, to guide site planning and development.
- Minimize impervious coverage wherever possible. The level of impervious cover in a development, rather than population density, is the best predictor of whether development will affect the quality of water resource.
- 4. Develop stormwater programs across the region.
- Pursue State-level funding for regional water quality monitoring activities due to the statewide importance of coastal waters and estuaries.

#### 6.5 Guiding Principles for Transportation

Seven guiding principles are identified in the Regional Plan for Transportation:

- Provide the forum and the support to coordinate regional multi-modal transportation, including rail, airports, and public transportation, and also the planning and development of street connectivity and transitoriented developments.
- 2. Promote the establishment of regional transportation compact(s) to provide a forum for local governments and MPO's to communicate and discuss transportation issues and decisions in the Coastal Region. These compacts do not replace the existing federal and State processes mandated in law, but provide a forum to communicate issues, ideas and discussions.
- 3. Promote coordination among agencies and jurisdictions in development of a region-wide, multi-modal transportation network, including transit, where applicable.
- 4. Encourage the coordination of transportation network improvements and land use planning.
- 5. Promote coordinated public infrastructure and school location planning with land use planning.
- 6. Maintain a human scale environment with context sensitive design practices.
- 7. Work to establish dedicated revenue source(s) for transportation improvements.

#### 6.6 Guiding Principles for Historic and Cultural Resources

Eleven guiding principles are identified in the Regional Plan for Historic and Cultural Resources:

 Encourage local governments to examine proposed development areas prior to development approval and require mitigation to significant resources.

- 2. Encourage development practices and sitings that do not significantly impact cultural and historical areas.
- 3. Maintain viewsheds of significant cultural and historic assets.
- 4. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
- Designate culturally and/or archaeological and/or historically significant resource management areas for potential acquisition and/or protection.
- 6. Educate residents and visitors regarding the statewide importance of this region's cultural and historic resources.
- 7. Encourage utilization and cooperation of museums, universities, foundations, non-government organizations, professional associations, and private firms to advise and monitor management.
- 8. Promote the establishment of partnerships for the development and utilization of incentives to restore, remediate or reuse cultural resources as appropriate.
- Compile the traditional lore and knowledge of local people and integrate their understandings and practices into planning and development.
- 10. Encourage coordination among agencies and jurisdictions in developing and funding heritage conservation land uses and ensuring public access to publicly held and supported conservation areas.
- 11. Promote designation of Main Street and Better Home Town Communities.

#### 6.7 Guiding Principles for Natural Resources

Twenty guiding principles are identified in the Regional Plan for Natural Resources:

- 1. Promote the protection, restoration, enhancement and management of natural resources.
- 2. Continue the traditional use of land and water (such as farming, forestry, fishing, etc.) as feasible, provided that any significant impacts on resources can be prevented or effectively mitigated.
- Protect and enhance Coastal Georgia's water resources, including surface water, groundwater, and wetlands and ground water recharge areas.
- 4. Protect and enhance water quality, quantity and flow regimes.
- 5. Commit to investing in the protection of natural resources before any restoration and/or remediation is needed.
- 6. Encourage the restoration and protection of wetlands to provide flooding, storm and habitat protection.
- 7. Maintain viewsheds of significant natural resources.
- 8. Enhance access to natural resources for recreation, public education, and tourist attractions as appropriate within the protection mission.
- 9. Encourage utilization of universities, foundations, and non-government organizations to advise, monitor, and enhance management.

- 10. Promote the establishment of partnerships and funding mechanisms for the development and utilization of incentives to restore, rehabilitate, protect or reuse natural resources as appropriate.
- 11. Encourage development practices and sitings that do not significantly impact environmentally sensitive areas.
- 12. Promote low impact design practices that protect natural resources.
- 13. Promote to local governments a program of monitoring installation and impacts of individual and community docks along the coast.
- 14. Promote the monitoring of cumulative impacts of waterfront development along the coast.
- 15. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
- 16. Encourage the development and use of a method to place a value on ecosystem services.
- 17. Promote the identification of innovative funding sources and development of ecosystem services markets (e.g. carbon, storm buffers, traditional land and water uses).
- 18. Promote the Adopt-a-Wetland program in areas that can be used as reference sites and that are within projected development areas.
- 19. Encourage coordination among agencies and jurisdictions in developing and funding conservation land uses and ensuring public access to publicly held and supported conservation areas.
- Encourage coordination among agencies in studying the impacts of climate change and sea level rising.

#### 6.8 Guiding Principles for Regional Growth Management

Twenty-three guiding principles are identified in the Regional Plan for Growth Management:

- 1. Encourage development that enhances the desired character of each of the region's cities and towns.
- 2. Avoid establishment of new land uses which may be incompatible with existing adjacent land uses.
- 3. Protect our military installations from land use changes that jeopardize their mission through creation or implementation of Joint Land Use Studies (JLUS).
- 4. Promote growth in those areas that can be efficiently served by infrastructure, such as water, wastewater and transportation.
- 5. Encourage infill development as an alternative to expansion.
- 6. Focus new development in compact nodes that can be served by public or community infrastructure providers.
- 7. Maintain and enhance the scenic character of our rural highways and county roads.
- 8. Encourage clustered developments, particularly in areas that are suitable and proposed for development, that maximize open spaces, protect natural, cultural and historic resources, preserve wildlife habitat, and include green, low impact development strategies.

- 9. Encourage local governments to allow green, low impact developments as an alternative to traditional development standards and develop incentives encouraging their use.
- 10. Limit development in sensitive areas located near marshes and waterways, to low impact development that maintains our coastal character, while recognizing and protecting the sensitive environment.
- 11. Strongly encourage that new developments have minimal impacts on vital wetlands, coastal hammocks, marshes, and waterways.
- 12. Discourage lot-by-lot water and wastewater treatment systems for multiple lot developments.
- Promote green building techniques to maximize energy efficiency and water conservation and minimize post construction impacts on the environment.
- 14. Encourage the development of a "transfer of development rights" (TDR) program.
- 15. Encourage development and compliance with minimum uniform land use and development standards for all local governments to adopt within the region.
- 16. Encourage coordination among agencies and jurisdictions in land use planning, regulation, review and permitting.
- 17. Promote affordable housing options.
- 18. Encourage the placement of new schools near existing infrastructure.
- 19. Partner with state, federal, non-governmental organizations and local governments to provide guidance on critical natural areas, land conservation efforts, and land use practices within each jurisdiction. Provide assistance in all outreach efforts forthcoming from this initiative.
- 20. Pursue opportunities for continuing education as it relates to regional
- 21. Encourage enactment of impact fees to defray costs of new development.
- 22. Consider planning and/or managing a catastrophic event.
- 23. Promote reduction, reuse and recycle practices.

#### 6.9 Guiding Principles on Business and Industry

Fourteen guiding principles are identified in the Regional Plan for Business and Industry.

- Promote strategic distributions of business and industry across the region consistent with natural, cultural, historic and industrial resource strategies and encourage partnerships and collaboration between economic development agencies.
- 2. Investigate ways to share costs and benefits across jurisdictional lines for both regional marketing and project support.
- 3. Incorporate community plans for the strategic use of land for manufacturing, distribution, etc., while recognizing and respecting natural resources and the unique differences between communities.
- 4. Coordinate with the Georgia Ports Authority (GPA) to identify their needs and identify mechanisms for the economic development industry

- to strengthen the GPA and its presence in logistics, distribution, and workforce development.
- 5. Leverage and incorporate the region's military installations (Fort Stewart Army Base, Hunter Army Airfield and Kings Bay Naval Base) and the Federal Law Enforcement Training Center to recruit economic development projects.
- 6. Incorporate Herty Advanced Materials Development Center's experience and position as a development center for the commercialization of materials and create incentives to retain a portion of pilot plant opportunities as new Georgia industries and to assist development authorities in increasing recruitment win rates.
- 7. Promote the historic nature, natural beauty and successful past and present performance of Coastal Georgia as a location site for film and clean high-tech industry and as a recruitment tool for opportunities.
- 8. Incorporate the Center of Innovation's (COI) statewide logistics plan into a regional strategy to assist in the recruitment of companies and leverage as support for industry.
- 9. Coordinate federal, State and local economic development funding programs and initiatives that affect the coast.
- Enhance workforce development by collaborating with business, industry, and planning of educational entities that provide necessary workforce skills.
- 11. Increase existing industry retention and expansion rates.
- 12. Promote downtown revitalization efforts to enhance job creation and location of business and offices within downtown areas.
- 13. Incorporate current and future needs for housing, infrastructure, and natural resource protection into economic development initiatives.
- 14. Encourage international economic developments that support strategic industry sectors.
- 15. Enhance economic development and tourism opportunities by increasing cross functional communication.

#### 6.10 Guiding Principles for Agricultural Lands

Ten guiding principles are identified in the Regional Plan for Agricultural Lands.

- 1. Strongly discourage the conversion of prime farmland to urban uses as it represents a loss to the region's landscape.
- 2. Wise use and protection of basic soil and water resources helps to achieve practical water quality goals and maintain viable agriculture.
- 3. Viable agriculture is the backbone of a functioning network of agriculture, open space, and natural areas and a range of strategies should be used to ensure the value of agricultural land.
- 4. Promote learning about culinary traditions and culture.
- 5. Encourage agricultural biodiversity.
- 6. Promote local food traditions and provide opportunity for education of where food comes and how our food choices affect the rest of the world
- 7. Promote connecting producers of foods with consumers through events and farmers markets.

- 8. Promote biodiversity through educational events and public outreach, promoting consumption of seasonal and local foods.
- 9. Promote community gardens within urban settings.
- 10. Encourage regional tasting events of local foods, music, talks, forums, workshops, and exhibitions in favor of local agricultural products.

### 6.11 Guiding Principles for Communities for a Lifetime - Livable Communities

Twelve guiding principles are identified in the Regional Plan for Communities for a Lifetime/Livable Communities:

- 1. The CRC promotes the concept of Lifelong Communities places where people of all ages and abilities have access to the public landscape and services which enable them to live healthy and independent lives.
- 2. For a Lifelong Community to be truly successful it must be a complete community. Complete communities include the direct characteristics that at a minimum meet the needs of the user population, but also provided for a greater civic good by including elements that are beneficial to the environment, sensitive to a broad population and embrace economic\financially feasible regimes.
- 3. The region will encourage and promote the underlying issues that must be included in a Lifelong Community. The seven (7) basic tenets of a Lifelong Community are:
  - a. Connectivity the physical connection of streets, pedestrian networks and public spaces that promote ease of access, a direct coexistence with the existing urban fabric and barrier free mobility for all
  - b. Pedestrian access and transit focuses on the access to public or privately supported methods of mass transit-oriented forms of mobility and focuses on pedestrian forms of mobility as a primary or equal method of transportation when compared to conventional vehicular modes.
  - c. Neighborhood retail and services proximity to vital and relevant supporting uses and services are necessary for a successful Lifelong Community. Mixture of uses, walkable streets and services oriented to a range of population needs is the context of this issue.
  - d. Social interaction social interaction with the full range of the population is a proven requirement of lifelong communities. Pedestrian accessible streets and dwellings, a full stratum of dwelling types, community programming elements and careful placement of improvements are key components in creating a socially vibrant community.
  - e. Dwelling types a range of dwelling types within a walkable range is crucial to meet the social, economic and physical goals of a lifelong community. Creative architectural and planning solutions, a strong but flexible regulatory framework and policies that promote efficient and sustainable methods of construction are among the crucial requirements of this issue.

- f. Healthy living accessibility to fitness, education, cultural and health maintenance programming elements are vital to a successful lifelong community and are the primary concerns of this issue.
- g. Environmental and Sustainable Solutions the creation of a complete community includes provisions for the appropriate preservation of natural and cultural resources. Promotion of sustainable construction techniques, preservation of natural and cultural resources, innovative methods of power generation and integrated food production are among some of primary components related to successfully executing this issue.
- 4. The region will determine its "aging readiness" to provide programs, policies and services that address the needs of older adults.
- 5. The region will determine its "aging readiness" to ensure that communities are "livable" for persons of all ages.
- 6. The region will harness the talent and experience of older adults
- 7. To determine "age readiness," local comprehensive plans should review:
  - a. Demographics;
  - b. Quantity, quality, and type of existing housing stock;
  - c. Land use patterns; and
  - d. Quantity, quality, and type of recreational needs.
- 8. Comprehensive plans will promote development patterns and design features to meet the needs of seniors.
- Comprehensive plans and ordinances will promote Universal Design/Accessible Building Standards for buildings as well as recreational areas.
- 10. Comprehensive plans will include goals and objectives that specifically address the aging population.
- 11. Consider seniors and the elderly when reviewing site plans for new construction and/or renovations.
- 12. The region will ensure comprehensive plans permit basic services within walking distance recognizing it is a great convenience for all residents but an absolute necessity for an aging population.

#### 6.12 Guiding Principles for Coastal Vulnerability and Resilience

Three guiding principles are identified in the Regional Plan for Coastal Vulnerability and Resilience.

- The region believes that a community's resilience is measured by its sustained ability to prepare for, respond to, and fully bounce back from crises.
- The regions strength is in our community's resilience and in understanding the region's vulnerabilities, and in taking positive collective actions to limit the impact of a disruptive crisis, and recovering rapidly from disasters.
- 3. The region believes in collaborating with a wide range of community resilience experts, community leaders and private sector partners to work together to increase collective capacities to respond to adversity with increased resources, competence, and connectedness to one another.

#### 7. REGIONAL RESOURCE PLAN AND RIR

#### 7.1 The Regional Resource Plan

The Regional Resource Plan (RIR) identifies Cultural and Historic and Natural Resources of regional importance. The Regional Resource Plan provides recommended best development practices, protective measures and policies for local governments to use within one mile of a regionally important resource. The project site includes wetlands. Wetlands impacts due to site development and access must be permitted by the USACE. Prior to development, all permitting requirements must be met for wetlands.

#### 7.2 Area Requiring Special Attention

The Areas Requiring Special Attention map designates the site as possibly being within an Area in need of redevelopment. These are areas that requires improvement to aesthetics, where potential for infill exists, or where there is high poverty or unemployment.

#### 7.3 Natural Resources

#### Green Infrastructure

The U.S. Environmental Protection Agency defines Green Infrastructure as management approaches and technologies that utilize enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. This management approach attempts to keep stormwater onsite. It incorporates vegetation and natural resources as much as possible in development and redevelopment.

Green Infrastructure has a number of benefits, including reduced runoff, groundwater recharge, higher air quality, better aesthetics, reduces costs, lowers impacts on climate change, and provides environmental benefits that surpass improved water quality.

Coastal Georgia's Green Infrastructure network is defined as a natural life support system of parks and preserves, woodlands and wildlife areas, wetlands and waterways, greenways, cultural, historic and recreational sites and other natural areas all with conservation value. A potential impact as a result of premature or poorly planned conversion of land to other uses is the failure to adequately protect and conserve natural resources such as wetlands, flood plains, native vegetation, lakes, streams, rivers, natural groundwater aquifer recharge areas, and other significant natural systems. The river corridors, floodplains and tributary streams are considered to be critical green infrastructure components, as they supply key social, economic benefits for environmental local communities and provide important habitats for wildlife.

Green infrastructure planning provides an alternative to what is common practice in many communities: conserving land on a piecemeal basis without the benefit of a large framework plan that allows a comprehensive approach to land conservation. Areas of protected open space should follow natural features for recreation and conservation purposes, including greenways that link ecological, cultural and recreational amenities.

Green Infrastructure shall be considered first in the planning process and in reviewing comprehensive plans, zoning, development review processes and performance standards.

Principles for green infrastructure include identifying what is to be protected in advance of development; providing for linkage between natural areas; and designing a system that operates at different functional scales, across political jurisdictions, and through diverse landscapes. Additional principles include sound scientific and land use planning practices, providing funding upfront as a primary public investment (for example, through a dedicated tax or other funding mechanism), emphasizing the benefits to people and nature, and using the green infrastructure as the planning framework for conservation and development. The concept of green infrastructure planning is based on a strategic approach to ensuring environmental assets of natural and cultural value are integrated with land development, growth management and built infrastructure planning at the earliest stage.

Greenspace or greenway land needs to be set aside for pedestrian, equestrian, and bicycle connections between schools, churches, recreation areas, city centers, residential neighborhoods, and commercial areas. Open-space, parks, trails, greenways, and natural undeveloped land are not individual but an integrated and organized system. Green infrastructure is as an interconnected system. Key physical, natural, ecological, landscape, historical, access and recreational assets contribute to the functionality of the green infrastructure network. The green infrastructure network weaves together a network of recreational and nature areas. Properly planned greenways provide efficient pedestrian linkages that can serve as alternative transportation to and from work, to services and other daily destinations. Greenway linkages serve as outdoor recreation for biking, walking, and jogging. Green infrastructure encourages the creation of transportation corridors and connections, which can foster ecotourism, tourism and outdoor recreation.

#### 7.4 Wetlands

According to the developer, the project contains wetlands and will be permitted by USACE prior to development.

### 8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY CEDS)

#### 8.1 Population and Employment Trends

| County    | 2000   | 2010   | 2020   | 2030    |
|-----------|--------|--------|--------|---------|
| Effingham | 37,535 | 52,250 | 80,563 | 112,062 |

Source: U.S. Census; Georgia Office of Planning and Budget

The county's population is expected to grow from its 2000 level of 37,535 to 112,062 by 2030, according to the US Census and the Governor's Office of Planning and Budget. The Coastal Region's population in 2030 is projected to be 962,956, which is an increase from the 2000 level of 558,350.

Effingham County, is a growing county in the region and had a 2019 population estimate of 64,296 according to the US Census. The 2010 Census population of Effingham County in 2000 was 37,535.

The Coastal Georgia region supported 312,400 jobs in 2000, and is expected to support 435,050 jobs in 2030. The Effingham County unemployment rate in 2017 was 4.1 percent.

#### 9. CRC Resources

#### 9.1 Coastal Stormwater Supplement

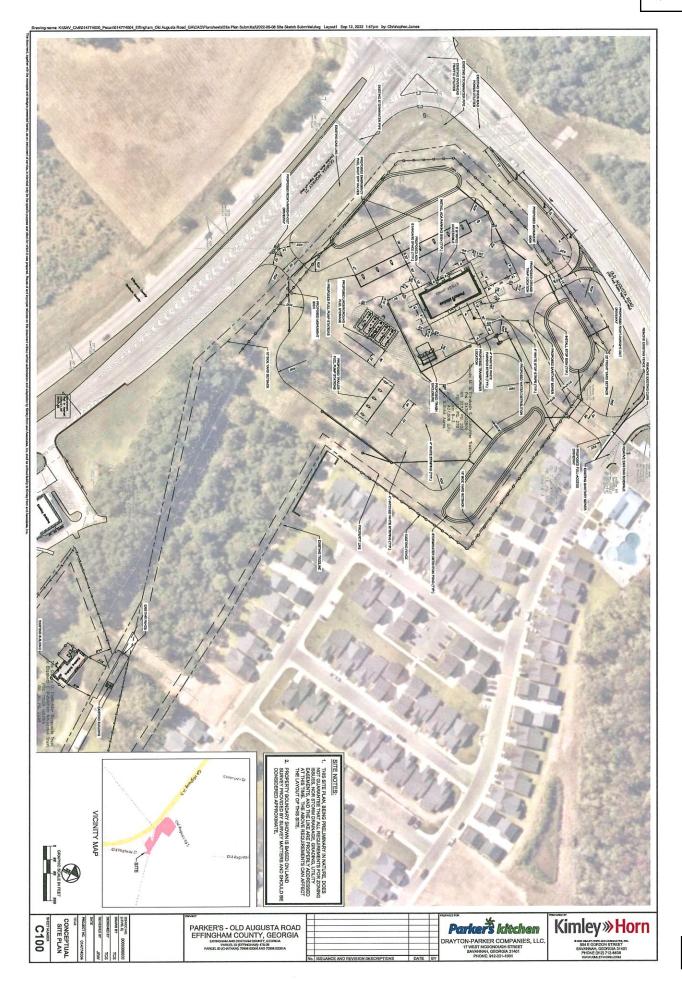
The CRC applauds Effingham County for adopting the CSS Ordinance and/or ensuring the Coastal Stormwater Supplement (CSS) is implemented for stormwater management. The 'Character Region' for this area is Rural Ridge and may utilize the 'Character Area Key' for Commercial.

#### 9.2 Regional Design Guidelines

The CRC recommends that the Effingham County ensure that new development creates an environment that contributes to the region's character. The *Georgia Coastal Regional Character Design Guidelines* for the development are appropriate to implement quality growth. The City of Savannah has commented (see attached) and requested that Laura Walker and Ms. Brion Ehret receive all development status prior to and during development of this project. Their contact information is as follows: Laura Walker, Water Resources Environmental Manager, 912-651-2221 or 912-661-3529 and Ms. Brion Ehret, Administrative Assistant, City of Savannah 912-651-6573 ext. 2522 behret@savannahga.gov.

For technical assistance contact Karen Saunds, Grant Specialist at ksaunds@crc.ga.gov.

## SITE PLAN PROVIDED BY THE APPLICANT



#### DRI #3836: Parker's - Old Augusta Road

Effingham Character Area Map (with location of DRI shown)

- No Character Areas in Comprehensive Plan

Effingham Future Land Use Map (with location of DRI shown)

Attached

A location map /exhibit of the project

- Attached

A site plan / conceptual drawing of the proposal

Attached

What is the future land use map designation of the DRI site in the comp plan?

- Public/Institutional

| ubile/ institutional  |                           |  |  |  |
|---|---------------------------|--|--|--|
| Public Institutional  |                           |  |  |  |
| This category includes certain state, federal or local government uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc. | Public Institutional (Pl) |  |  |  |

What is the character area map designation of the DRI site in the comp plan?

- No Character Areas in Comprehensive Plan

What is the current zoning of the DRI site?

Zoning exhibit attached. Parcel 04780002B is zoned B-3.

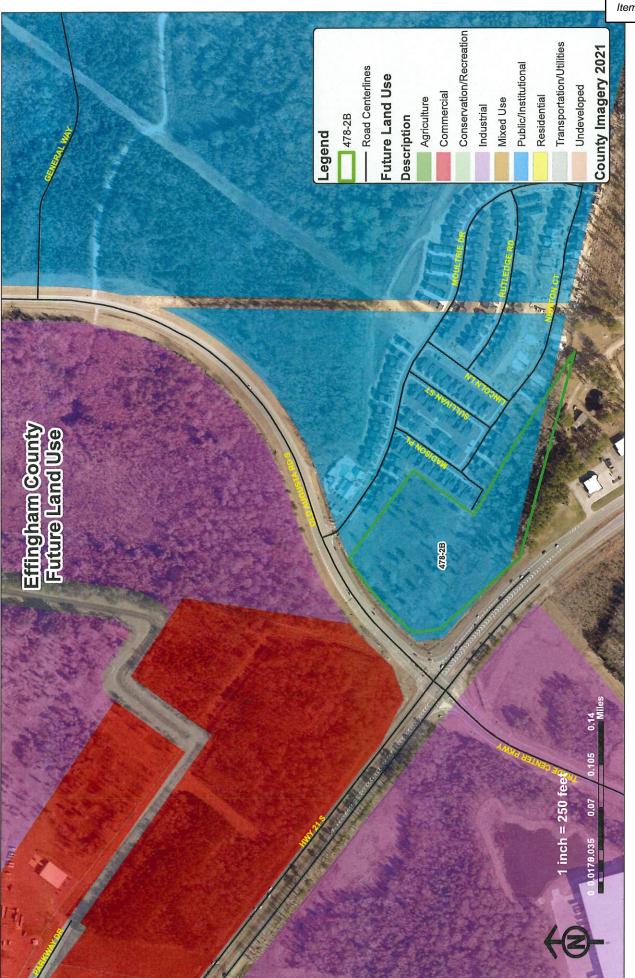
What is the proposed zoning for the DRI site?

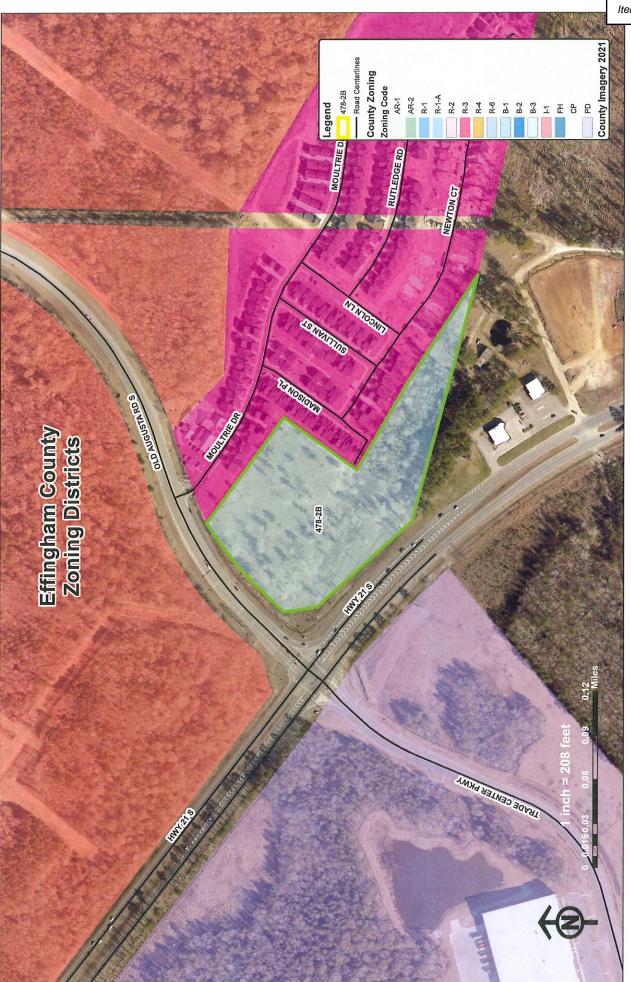
- The site is proposed to remain B-3 to accommodate a convenience store and fueling station (4 diesel pumps). A sketch plan has been submitted for approval.

Is the site of the DRI currently vacant?

- The site is currently vacant.

### EFFINGHAM COUNTY FUTURE LAND USE MAP & ZONING DISTRICTS MAP

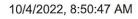




# DEVELOPMENT OF REGIONAL IMPACT MAPS

### **ARSA** Regional Map





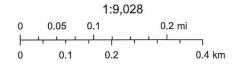
ARSA - Areas Requiring Special Attention

Areas in Need of Redevelopment

Areas of Rapid Development

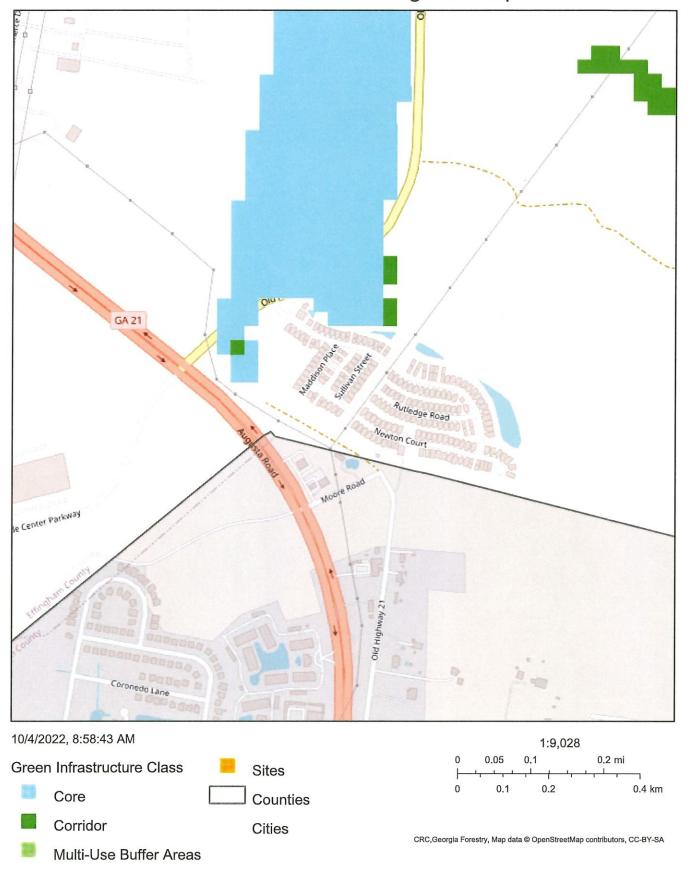
Areas of Significant Natural Resources

Counties

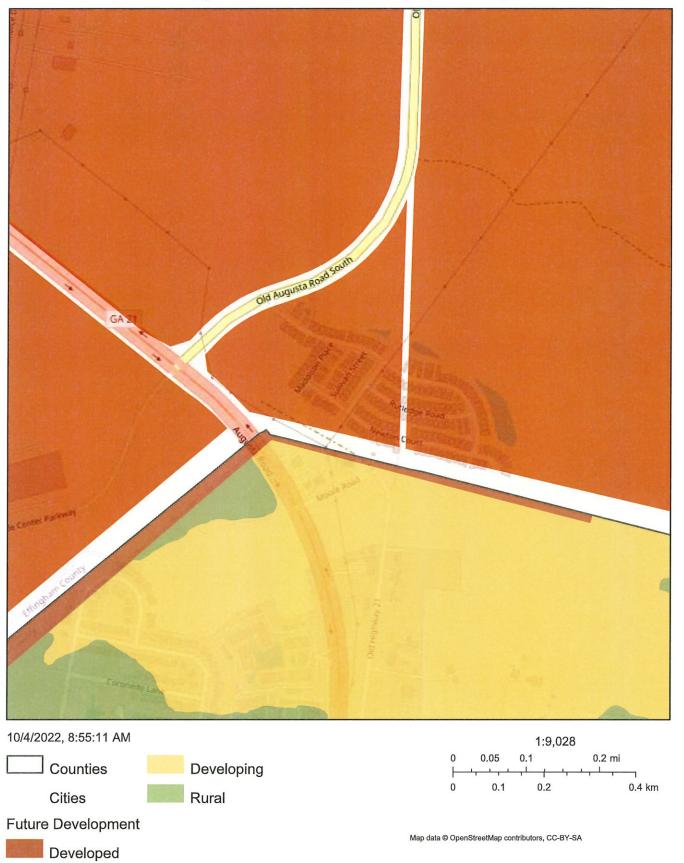


Map data @ OpenStreetMap contributors, CC-BY-SA

### Green Infrastructure Regional Map



### Regional Future Development Map



### **PUBLIC COMMENTS**

From:

Cornelia Reed

To: Cc: Karen Saunds; Aaron Carpenter

Subject:

Bridget Lidy; Laura Walker; Brion Ehret; James Laplander; Ronald Feldner

RE: City of Savannah Response for DRI #3836 - Parker"s Old Augusta Road and Georgia Highway 21, Effingham

bject.

Date:

Thursday, October 20, 2022 9:19:15 AM

Thank you Karen for this information. Much appreciated.

#### With best regard

#### Cornelia M. Reed, M.A.

Program Coordinator
Planning and Urban Design Department
Physical Location Address Change
Office Moved Effective 9/13/2021
20 Interchange Drive, Administration Building
Savannah, GA 31415
P.O. Box 1027, Savannah, GA 31402

creed@savannahga.gov Office: 912.525-3100, ext. 1161

Department: 912-525-2783

SAVANNAH
savannahga.gov



From: Karen Saunds < ksaunds@crc.ga.gov> Sent: Thursday, October 20, 2022 9:07 AM

To: Cornelia Reed <CReed@Savannahga.Gov>; Aaron Carpenter <acarpenter@crc.ga.gov>

Cc: Bridget Lidy <blidy@Savannahga.Gov>; Laura Walker <LWalker@Savannahga.Gov>; Brion Ehret <BEhret@Savannahga.Gov>; James Laplander <JLaplander@Savannahga.Gov>; Ronald Feldner <Ronald.Feldner@Savannahga.Gov>

**Subject:** [Caution - External Email] RE: City of Savannah Response for DRI #3836 - Parker's Old Augusta Road and Georgia Highway 21, Effingham County

#### Good morning Cornelia,

Thank you for providing this useful and beneficial information. It will be utilized and attached to the final report for DRI 3836.

Concerning your request to ensure the points of contact mentioned in comment 1 and 2 of this email, requesting assurance that Laura Walker for comment 1 and Ms. Brion Ehret for comment 2 receive all development status prior to and during development of this project, I am unable to accommodate as I will not be included in the details of the actual discussions of this project once the DRI process is complete. I will, however, send a copy of the final report to these individuals. If you have any questions or concerns, please feel free to contact me anytime.

Sincerely,

Karen Saunds

From: Cornelia Reed < CReed@Savannahga.Gov>
Sent: Wednesday, October 19, 2022 3:39 PM
To: Karen Saunds < ksaunds@crc.ga.gov>

**Cc:** Bridget Lidy <bli>Savannahga.Gov>; Laura Walker <LWalker@Savannahga.Gov>; Brion Ehret <BEhret@Savannahga.Gov>; James Laplander <JLaplander@Savannahga.Gov>; Ronald Feldner <Ronald.Feldner@Savannahga.Gov>

**Subject:** City of Savannah Response for DRI #3836 - Parker's Old Augusta Road and Georgia Highway 21, Effingham County

Hello Karen. The City of Savannah has the following comments regarding this DRI #3836 which includes both the department's point of contact:

### Comment 1:

Staff has reviewed the documents submitted for the property referenced as DRI #3836 Parkers, Old Augusta Road and Highway 21, in Effingham County and offers the following comments:

The property, parcel# 04780002B, is 9.81 acres on the corner of Old Augusta Road and Georgia Highway 21. The current Effingham County Land Use Map designates this parcel as Public/Institutional. It lies within the Inner Management Zone for Abercorn Creek, the drinking water source for over 400,000 people in a three-county area. The Green Infrastructure Map designates areas within the project site. These areas are important to sustaining good water quality at Abercorn Creek and should be protected. The watershed for Abercorn Creek is small. Intensive uses and highly impervious cover sites could negatively impact water quality. It will be critical to have spill responses, site management, and stormwater infrastructure adequate to protect drinking water supplies as contour maps show drainage of the site to Abercorn Creek.

In order to keep good water quality and treatment costs low, it is critical to protect the supporting ecosystem attributes of Abercorn Creek which include the perineal streams, wetlands, and floodplains. Staff requests the opportunity to work with Effingham County, the property owner and developer, to ensure adequate water quality protection elements can be incorporated into future zoning and site development plans.

Please ensure that the point of contact listed below receives development status prior to and during development.

Laura Walker
Water Resources Environmental Manager
City of Savannah
912-651-2221
912-661-3529
Water Videos

### Comment 2:

This is in the latest Abercorn Creek watershed boundary and within the City of Savannah

existing SWAPP inner management zone. Please ensure that the point of contact listed below receives development status prior to and during development.



### Ms. Brion Ehret

Administrative Assistant, City of Savannah Water/Sewer Planning and Engineering 20 Interchange Drive

2: 912-651-6573 ext.2522 behret@savannahqa.gov





Water Resources

Thank you again Karen.

### With best regard

# Cornelia M. Reed, M.A.

Program Coordinator
Planning and Urban Design Department
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Office Moved Effective 9/13/2021
20 Interchange Drive, Administration Building
Savannah, GA 31415
P.O. Box 1027, Savannah, GA 31402

creed@savannahga.gov Office: 912.525-3100, ext. 1161 Department: 912-525-2783





From: Cornelia Reed < <u>CReed@Savannahga.Gov</u>>

Sent: Tuesday, October 4, 2022 3:36 PM

To: herntona@thempc.org; wangw@thempc.org; Barry Stanton <BStanton@Savannahga.Gov>; Cheryl Mason <CMason@Savannahga.Gov>; Eric Chin <EChin@Savannahga.Gov>; Martha Davidson <MDavidson@Savannahga.Gov>; Frederick Anderson <fanderson@Savannahga.Gov>; Thomas Bolton <tbolton@Savannahga.Gov>; Michele Strickland <MStrickland@Savannahga.Gov>; Peter Ghilarducci@Savannahga.Gov>; Candra Teshome <CTeshome@Savannahga.Gov>; William Buckley <William.Buckley@Savannahga.Gov>; Marcus Lotson <lotsonm@thempc.org>; Leah Michalak <michalakl@thempc.org>; Thomas Cawthon <TCawthon@Savannahga.Gov>; Brian Brainerd <BBrainerd@Savannahga.Gov>; Jackie Jackson <jacksonj@thempc.org>; Brion Ehret <BEhret@Savannahga.Gov>; Tammy Faughey <TFaughey@Savannahga.Gov>; Pamela Everett <everettp@thempc.org>; Barry Lewis <BLewis01@Savannahga.Gov>; Quhannah Andrews <QAndrews@Savannahga.Gov>; Martha Davidson <MDavidson@Savannahga.Gov>; moranok@thempc.org; fazion@thempc.org; Laura Walker <LWalker@Savannahga.Gov>; Gordon Cc: Martin Fretty <MFretty@Savannahga.Gov>; Stephen Henry <SHenry@Savannahga.Gov>; Gordon

Denney <<u>GDenney@Savannahga.Gov</u>>; Julie McLean <<u>JMcLean@Savannahga.Gov</u>>; Bridget Lidy <<u>blidy@Savannahga.Gov</u>>; David Keating <<u>DKeating@Savannahga.Gov</u>>; James Laplander <<u>JLaplander@Savannahga.Gov</u>>; Melanie Wilson <<u>wilsonm@thempc.org</u>>; Cornelia Reed <<u>CReed@Savannahga.Gov</u>>; Ronald Feldner <<u>Ronald.Feldner@Savannahga.Gov</u>> **Subject:** Time-Sensitive Request for Review on or before Noon, Wednesday, 10/19/22 for DRI #3836 - Parker's Old Augusta Road and Georgia Highway 21, Effingham County

Hello All. We received the below request from the Coastal Regional Commission for review regarding project location: Parker's, Old Augusta Road and Georgia Highway 21, Effingham County (see site plan(s) and other related links providing specific development information below). The City Manager's office has requested that applicable city departments review this request, including the project map, and other documentation provided in the links below and provide your feedback to me on or before Wednesday, October 19, 2022, NLT noon, regarding any concerns, objections, and/or any conditions related to this proposed development project that may affect Savannah utilities, property, and/or any other city operations.

No response is needed when your department does not have comments/no objection(s). And, although project location is not located in Savannah, please note that we are required to forward for review all project notices received by the Coastal Regional Commission.

Please feel free to forward this message to anyone you may believe would need to review this request for comment and ensure they forward input to me by the deadline. Please pardon the inconvenience if you no longer review these requests.

# .

# Review Requested for DRI #3836

# DRI #3836: Parker's-Old Augusta Road

The DRI is a proposed C-Store with 8MPD fuel canopy and proposed 4 position diesel canopy. The project is said to have full access onto Old Augusta Road and Georgia Highway 21. Map and parcel number for this project is 04780002B 9.81 acres located off Northeastern quadrant of Old Augusta Road and Georgia Highway 21. The action requested is other/sketch plan approval for previously zoned parcel. The project is expected to be complete in August of 2023.

# **Economic Development**

The estimated value of the project at build-out will be \$3,000,000 and the annual estimated tax revenue likely to be generated by the proposed project is \$200,000. The developer indicates that the regional workforce is sufficient to serve this development, and that the development will not displace any existing land uses.

# **Water Supply**

Effingham County will be the water supply provider for this site. The estimated water demand will be 0.0018 MGD. Sufficient water supply capacity is available to serve the proposed project.

# **Wastewater Disposal**

Effingham County will supply wastewater treatment for this site. The estimated sewage flow will be 0.0018 MGD. Sufficient wastewater treatment capacity is available to serve the proposed project and a sewer line extension is not required.

# **Transportation**

A traffic study has not been performed. The estimated daily traffic demand is Enter (125)/Exit (140)-AM Peak: Enter (64) /Exit (61)-PM Peak: Enter (71) / Exit (69). Transportation improvements will be required to serve this project. An easement from the private street owner will be required before access to Moultrie Drive is permitted. A Traffic Impact Assessment of improvements needed for Old Augusta Road and Hwy 21 will be required prior to site development plan approval.

# **Solid Waste Disposal**

An estimated 40 tons of solid waste will be generated annually. The current landfill capacity is sufficient to serve the project. Hazardous waste will not be generated.

# Stormwater Management

48% of the project site is expected to be impervious surface. The following measures are proposed for mitigating the project's impact on stormwater management: Detention pond and bio-retention facilities proposed on site. 30' vegetative buffer / stormwater filtration area between commercial and residential uses is required.

# **Environmental Quality**

There are wetlands located within the project site. All potential impacts on wetlands must be permitted by the USACE and adhere to all required specifications and requirements.

# **Local Planning Considerations**

The future land use map from Effingham's County's Comprehensive Plan designates the project site as Public/Institutional. Effingham's current zoning map marks the project site as belonging to the B-3 and remain B-3 to accommodate a convenience store and fueling station.

# **Regional Planning Considerations**

The Regional Future Development Map designates the project site as a developed site meaning urban development patterns, water and sewer services are currently provided. The Areas Requiring Special Attention Regional Map designates the site as an area in need of redevelopment meaning an area that requires improvement to aesthetics, where potential for infill exists, or where there is high poverty or unemployment. The Green Infrastructure

Regional Map has both core and corridor areas designated within the project site. A core is an area of relatively intact habitat that is sufficiently large enough to support more than one individual of a species. A corridor is a basically linear arrangement of habitat type or natural cover that connects cores (hubs) together and differs from adjacent land on either side, such as a well-buffered stream.

For more information on this development, please see the information forms here and here.

Also included in this email are the: <u>Site Plan, Effingham Zoning Map, Effingham Future Land Use Map,</u> and <u>Regional ARSA, Green Infrastructure and Future Development Map</u>.

With best regard

Cornelia M. Reed, M.A.

Program Coordinator
Planning and Urban Design Department
Physical Location Address Change
Office Moved Effective 9/13/2021
20 Interchange Drive, Administration Building
Savannah, GA 31415
P.O. Box 1027, Savannah, GA 31402

<u>creed@savannahga.gov</u> O: 912.525-3100, ext. 1161



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November 17<sup>th</sup>, 2022

Rusty Windsor, P.E. Kimley Horn 554 E Gordon St Savannah, GA 31401

Dear Mr. Windsor,

I am pleased to provide you with a review of the sketch plan submitted under the cover of 'Parker's – Old Augusta Road', which can be found below.

# Site Plan Review

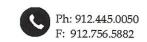
| Submittal Documents | Sketch Plans | Oct. | 2022 |
|---------------------|--------------|------|------|
|                     | Survey       | Oct. | 2022 |

# General:

- 1. The zoning buffer between the proposed commercial and the adjacent multifamily needs to be delineated.
- 2. The access easement to the private roadway needs to be established. This driveway appears to cross the neighboring parcel.
- 3. Access to Hwy 21 (GDOT Encroachment Permit Needed):
  - a. It is recommended to use 50'R radii on entry and exit for Hwy 21 access.
  - b. It is recommended that the size of channelized island be increased, reducing the 20' lane width.
  - c. Will this be the only truck access?
- 4. Access to Old Augusta Rd:
  - a. Extend right turn deceleration lane on Old Augusta Rd to 175' storage & 100' taper.
  - b. We recommend increasing radii on entrance and exit to 50'R, increase channelized island.









- 5. Access to Private Roadway:
  - a. It is recommended that the exit turning radius be increased to 35'R in the private access.
- 6. What access points are designated for truck access? On-site access for larger vehicles may be a challenge if larger vehicles are being routed through the site to reach the truck pump area, then having to use a cul-de-sac turnaround and routed through the site again to eventually head south on Hwy 21.
- 7. Access & Intersection design and potential improvements will need to be informed by a Traffic Impact Analysis.

Sincerely,

Trevor Shoemaker

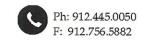
Trevor Shoemaker

Project Manager

**EOM** 

CC: Teresa Concannon, Planning Manager - Effingham County Chelsie Fernald, Planner - Effingham County Liberto Chacon, PE, Sr. VP - EOM Cynthia Phillips, Sr. Engineering Manager - EOM





# **Staff Report**

**Subject:** Rezoning (Fourth District)

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Yuval Bartal as Agent for Andrea L. Allsbrook requests a conditional use, to allow

for an event venue. Located at 1800 McCall Road, zoned AR-1. Map# 391 Parcel# 3

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use**, to allow for an event venue, with conditions.

# **Executive Summary/Background**

- The criteria for private and public events venues as a conditional use in the AR-1 zoning district is described in Appendix C – Zoning Ordinance, Article V-Uses Permitted in Districts, Section 5.1.2.10 – Private and Public Events Venue
- This property currently operates as an events venue based on a conditional use granted April 17, 2018.
   The applicant is selling the property, so conditional use must be approved on behalf of the new owners to allow for the sale of the property as a continually operational events venue.
- The applicant wishes to continue operations of the property, initially, as an "as is" site. Future possible
  plans include the enclosure of an existing pole barn, and addition of more restrooms. The site will,
  however, remain largely unchanged.
- At the October 17, 2022 Planning Board meeting, this item was tabled to allow time for resident concerns, including noise and road dust to be addressed.
- County representatives inspected the entrance and recommend paving from the road edge to the right of way, and adding striping and a stop bar.
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **conditional use**, to allow for an event venue with Staff recommendations:
  - 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the conditional use.
  - 3. All Environmental Health Department requirements for food service and restrooms will be satisfied prior to active operation of the event venue.
  - 4. All future site development and/or construction plans shall be submitted to Development Services for review and permitting.
  - 5. All wetland impacts are to be permitted by USACE.
- And the following 6 conditions, as submitted by the applicant:
  - The fencing at the entrance shall be extended to provide screening for adjacent residences
  - Gravel will be added to the roadway for the purpose of reducing dust
  - Speed bumps will be added per the submitted site plan
  - o The open event structure shall be enclosed, and a dedicated sound system installed
  - o All tenants will be provided with contact information for operational and event management
  - A manager shall be present on site for all events
- The motion was seconded by Alan Zipperer and carried unanimously.

# **Alternatives**

- 1. Approve the request for a conditional use, to allow for an event venue, with the following conditions:
  - 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.

# **Staff Report**

**Subject:** Rezoning (Fourth District)

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Yuval Bartal as Agent for Andrea L. Allsbrook requests a conditional use, to allow

for an event venue. Located at 1800 McCall Road, zoned AR-1. Map# 391 Parcel# 3

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use**, to allow for an event venue, with conditions.

# **Executive Summary/Background**

- The criteria for private and public events venues as a conditional use in the AR-1 zoning district is described in Appendix C – Zoning Ordinance, Article V-Uses Permitted in Districts, Section 5.1.2.10 – Private and Public Events Venue
- This property currently operates as an events venue based on a conditional use granted April 17, 2018.
   The applicant is selling the property, so conditional use must be approved on behalf of the new owners to allow for the sale of the property as a continually operational events venue.
- The applicant wishes to continue operations of the property, initially, as an "as is" site. Future possible
  plans include the enclosure of an existing pole barn, and addition of more restrooms. The site will,
  however, remain largely unchanged.
- At the October 17, 2022 Planning Board meeting, this item was tabled to allow time for resident concerns, including noise and road dust to be addressed.
- County representatives inspected the entrance and recommend paving from the road edge to the right of way, and adding striping and a stop bar.
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **conditional use**, to allow for an event venue with Staff recommendations:
  - 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the conditional use.
  - 3. All Environmental Health Department requirements for food service and restrooms will be satisfied prior to active operation of the event venue.
  - 4. All future site development and/or construction plans shall be submitted to Development Services for review and permitting.
  - 5. All wetland impacts are to be permitted by USACE.
- And the following 6 conditions, as submitted by the applicant:
  - The fencing at the entrance shall be extended to provide screening for adjacent residences
  - Gravel will be added to the roadway for the purpose of reducing dust
  - Speed bumps will be added per the submitted site plan
  - o The open event structure shall be enclosed, and a dedicated sound system installed
  - o All tenants will be provided with contact information for operational and event management
  - A manager shall be present on site for all events
- The motion was seconded by Alan Zipperer and carried unanimously.

# **Alternatives**

- **1. Approve** the request for a **conditional use**, to allow for an event venue, with the following conditions:
  - 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.

# **ATTACHMENT A - CONDITIONAL USE APPLICATION**

|   | Application Date: 9/8/2022  |
|---|---|
| Applicant/Agent: Yuval Bartal   |   |
| Applicant Email Address: Yuvalbartal42@gmail.com; yuval@orc   | hardgroupusa.com  |
| Phone #   |   |
| Applicant Mailing Address: 613 Windsor Road   |   |
| City: Savannah State: GA  | Zip Code: 31419   |
| Property Owner, if different from above: The Waters Estate L<br>Include Signed & Not  | LLC (Andrea L. Allsbrook) tarized Authorization of Property Owner |
| Owner's Email Address (if known): thewatersestate@gmail.com   | n   |
| Phone #912-754-5138   |   |
| Owner's Mailing Address:1800 McCall Road  |   |
| City: Rincon State: GA  | Zip Code:   |
| Property Location: 1800 McCall Road   |   |
| Present Zoning of Property AR-1 Tax Map-Parcel #_0391   | 0003 Total Acres56.92   |
| CONDITIONAL USE REQUESTED:  |   |
| Section 3.15A – Residential Business See Section 3.15A for requirements   | Section 3.15B – Rural Business See Section 3.15B for requirements |
| X OTHER (provide relevant section of code): 5.1.2.  | .10   |
| Reason: Property received a conditional use permit to operate a priv  | vate event venue from the County on April 17, 2018.               |
| Current applicant is under contract to purchase the property and wants  | s to maintain the current use (no changes), which requires        |
| a new conditional use permit to be issued.  |   |
| How does request meet criteria of Section 7.1.6 (see Attachn in operation for 3+ years, without impact on economic values or physic 60 acres, well-buffered, provides adequate parking and setbacks. Apport the facility. | cal appearance of the heighborhood. Property is hearly            |
|   |   |
| Applicant Signature:  | Date 09/09/2022   |

# **ATTACHMENT B - OWNERSHIP CERTIFICATION**

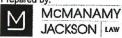
| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed   |
|---|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date   |
| January 13, 2017, on file in the office of the Clerk of the Superior Court of   |
| Effingham County, in Deed Book 2386 page 877.   |
| I hereby certify that I am the owner of the property being proposed for Conditional Use approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Andrea A. Allstrook Print Name Andrea L. Allsbrook  |
| Owner's signature   |
| Print Name  |
| Owner's signature   |
| Print Name  |
| Sworn and subscribed before me this   |
| W. COONT WILL   |

# **AUTHORIZATION OF PROPERTY OWNER**

| I, Andrea L. Alborat , being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia |
|--|
| I authorize the person named below to act as applicant in the pursuit of a Conditional Use application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions, if the application is approved.         |
| Name of Applicant/Agent: Orchard Group   |
| Applicant/Agent Address: 2 E Bryan St.   |
| City: Savonnah State: GA Zip Code: 31401   |
| Phone: 912-484-5172 Email: Orchardgroup USA@gmail.com  |
| Owner's signature Andrea L Allshrook  Print Name Andrea L Allshrook  |
| Personally appeared before me Andrea L. Allsbrook (Owner print)  |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  |
| Sworn and subscribed before me this  |
| Notary Public, State of Georgia  Notary Public, State of Georgia   |

DDC + 000595 FILED IN OFFICE 1/24/2017 10:06 AM BK:2386 PG:877-878 ELIZABETH Z. HURSEY CLERK OF SUPERIOR COUR T EFFINGHAM COUNTY

Prepared by:



McManamy Jackson, PC 6600 Abercom Street, Suite 208 Savannah, GA 31405 (912)691-0943 phone (912)691-0947 fax 1-160691SMS

161857

PT-61 051-2017-000141

### LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of January 13, 2017 by and between

Andrea L Allsbrook (Hereinafter referred to as the "Grantor"), and

The Waters Estate, LLC (hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

### WITNESSETH, THAT:

**GRANTOR,** for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing 96.62 acres, more or less, as shown on a plat of survey prepared for Larry Redmond by Warren E. Poythress, GRLS #1953, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat cabinet C, Page 154B-1. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. This being the same property conveyed to Larry B. Redmond by Quit Claim Deed from Patricia J. Redmond dated September 10, 2013 and recorded on October 17, 2013 in Deed Book 2217, Page 474 and by Warranty Deed from Shirley D. Palmer dated January 20, 2007 and recorded January 31, 2007 in Deed Book 1578, Page 458; aforesaid records.

According to the Effingham County Tax Assessor's records, this parcel has been divided into 2 parcels; one containing 87.25 acres (Parcel 1) with PIN #03910003 and the second containing 9.37 acres (Parcel 2) with PIN #03910003A00. Currently, there is not a plat recorded in the aforesaid Clerk's Office reflecting a subdivision of said property.

(hereinafter referred to as the "Property")

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

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

**IN WITNESS WHEREOF,** the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

P

Signed, sealed and delivered this 13th day of January, 2017 in the presence of:

# STATE OF GEORGIA **EFFINGHAM COUNTY**

## AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-3 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, ANDREA ALLSBROOK has filed a conditional use application; map and parcel number 391-3, located in the 4TH commissioner district, and

WHEREAS, a public hearing was held on April 17, 2018 and notice of said hearing having been published in the Effingham County Herald on 03/28/2018; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the

Effingham County Herald on 03/07/2018; and

IT IS HEREBY ORDAINED THAT a conditional use application; Map and Parcel number 391-3, located in the 4<sup>TH</sup> commissioner district is granted with the following stipulations:

- 1. Follow all General operating regulations under Section 5.1.2.10- Private and Public Events Venue
- Follow all guidelines and requirements for the Environmental Health Department regarding food services and restroom facilities for all events.
- 3. Site development plans comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- All wetland impacts permitted by USACE

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This 17th day of ADril

**BOARD OF COMMISSIONERS** EFFINGHAM COUNTY-GEORGIA

ESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: D4/17/2018

Code of Ordinances impervious surface coverage.

Item XVII. 3.

- 5.1.2.4. Rural business, as provided in article III, section 3.15B.
- 5.1.2.5 One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.
- 5.1.2.6 Day care facilities.
- 5.1.2.7 Airfields for general aviation purposes, together with subordinate uses.
- 5.1.2.8 Impervious lot coverage over 45 percent.
- 5.1.2.9 Solar farms. An array of solar panels that is not an accessory to other uses on the property provided that the array meets all applicable buffer requirements; no new roads may be created for this use. The structures must meet all wind load requirements as referenced in the building code.
- 5.1.2.10 Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions. The property must be at least 5 acres in size.
  - (1) *General operating regulations*. The following operating regulations shall be enforced by the permittee:
    - (a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.
    - (b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.
    - (c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.
    - (d) Handicapped access shall be provided to activities that are open to the public.

Code of Ordinances Events and activities shall be accessible to emergency and service vehicles.

Item XVII. 3.

- (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
- (g) The burden of preserving order during the concert or special event is upon the permittee.
- (2) Revocation of permit. The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.
- (3) *Exemptions.* The following special events are exempt from the provisions of this article:
  - (a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;
  - (b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;
  - (c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;
  - (d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and
  - (e) A governmental agency acting within the scope of its agency.

# 5.1.2.11 Telecommunications Towers

- *5.1.3 Prohibited uses.* Any business, commercial, or industrial use not permitted conditionally or by right in this district:
- 5.1.4 Lot and building requirements. The principal building shall be located so as to comply with the following requirements:

### Sec. 30-36. - Loud noise.

(a) It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud or raucous noise; or any noise that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the unincorporated area of Effingham County; or any noise that is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate; or that unreasonably interferes with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.

Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:

- (1) The proximity of the sound to sleeping facilities, whether residential or commercial;
- (2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
- (3) The time of day or night the sound occurs;
- (4) The duration of the sound; and
- (5) Whether the sound is recurrent, intermittent, or constant.
- (b) Any noise that exceeds the decibel thresholds in section 30-37 Table 1 is presumed to violate this article.
- (c) The provisions of this section shall not apply to or be enforced against:
  - (1) Any vehicle of the county while engaged in necessary public business.
  - (2) Excavations or repairs of streets by or on behalf of the county or state at night when public welfare and convenience renders it impossible to perform such work during the day.
  - (3) The reasonable use of amplifiers or loudspeakers in the course of public addresses between the hours of 8:00 a.m. to 8:00 p.m.
  - (4) Motor vehicles on traffic ways of Effingham County provided that the prohibition of subsection <u>30-38(1)</u> shall apply.
  - (5) Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
  - (6) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or as a warning of imminent danger, provided that the prohibition of subsection 30-38(18) shall apply.
  - (7) Outdoor school and playground activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events.
  - (8) Outdoor gatherings, public dances, shows, and sporting events, and other similar outdoor events,

Item XVII. 3.

(Ord. of 12-8-09, § 1)

Sec. 30-37. - Sound level limitations.

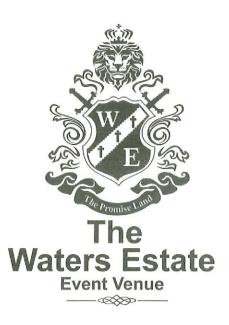
No person shall make, continue, or cause to be made or continued any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured at or within the real property line of the receiving property using the slow response setting unless otherwise noted.

Table 1—Sound Level Limits by Receiving Property

| Receiving Property Category                                       | Time                                       | Sound Level Limit<br>(dBA) |
|---|--|----------------------------|
| Residential, public space, institutional, or noise sensitive area | 7:00 a.m.—9:00 p.m.<br>9:00 p.m.—7:00 a.m. | 60<br>50                   |
| Commercial or business  | 7:00 a.m.—9:00 p.m.<br>9:00 p.m.—7:00 a.m. | <u>70</u><br>60            |
| Industrial or manufacturing                                       | At all times                               | 80                         |

| Example decibel levels: |      |
|-------------------------|------|
| Normal Breathing        | 10dB |
| Soft whisper            | 30dB |
| Normal conversation     | 50dB |
| Busy traffic            | 70dB |
| Average factory         | 80dB |

(1) Any noise with a sustained maximum decibel level of 80 or above, outside of an industrial zoning,



1800 McCall Road, Rincon, Ga. 31326 thewatersestate@gmail.com

THIS CONTRACT will outline what The Waters Estate, LLC is offering and services which we will provide. Once all terms are agreed upon and a Contract is signed at which time a 50% deposit is required to secure the date. The balance of the rental fee + security deposit is due 180 days prior to the event unless other payment arrangements have been specified. A Refundable Security Deposit is required on all contracts. We accept checks (\$45 return fee) or cash. Credit cards are not accepted at this time. The performance of this agreement by either party is subject to acts of God, government regulations, disaster, strikes, civil disorders or other emergencies. Should any of these acts make it impossible to provide the facilities and / or services for your event, or make it impossible for the attendees to come to The Waters Estate, it is provided that this agreement may be rescheduled for any one or more of such reasons by written notice from one party to the other with no payments required.

SECURITY DEPOSIT: The security deposit is refundable based on the venue and its contents are clean, undamaged and all contract requirements are met. Please keep in mind that any damages to venue landscaping, rentals, structures, or anything else on the premises will be the financial responsibility of you, the client. The amount of your deposit will be based on your total rental fee. Failure to fulfill any of the contract requirements will result in forfeiture of your security deposit and even additional charges. All refunded security deposit money will be mailed to responsible party after your event has concluded and the property has been inspected. (see cleanup for information on damages) Please allow up to two weeks after your event to receive your deposit. There is a \$45 fee on all returned checks.

**CANCELLATION OR CHANGE OF DATES:** Cancellation must be made in writing 12 months in advance at which time your initial 50% deposit is nonrefundable for any reason. If you fail to formally cancel your event, you are responsible for all balance owed. There is a \$500 fee to change any dates.

Events booked and/or cancelled less than 12 months in advance are subject to the following cancellation terms:

179-91 days in advance: security deposit is refundable 90-0 days in advance: renter forfeits refund of any kind

**ACCESS TO FACILITY:** Clients have access to the facility for three scheduled times after the initial visit to bring outside vendors in for consultation. So we may be prepared and to ensure the venue is available, we ask these visits to be scheduled 3 days in advance. Charges may apply for additional visits.

**EVENT INSURANCE**: The safety of all guests is of upmost importance which makes it necessary that you purchase event insurance. You can use whatever company you prefer, or we recommend DeWitt Insurance. The Wedding & Event insurance policy must cover the total time client, client's guests, family

members, invitees, employees, independent contractors, or other agents will be on The Waters Est Item XVII. 3. premises. If alcohol is being served, the policy MUST include this coverage. The policy must name The Waters Estate, LLC as additional insureds for any claim or claims resulting from or growing out of the client's event.

Proof of insurance must be provided to a Water Estate Representative no later than 4 weeks before your event. If this document is not provided to The Waters Estate, it can cause an immediate cancellation of the event. Cancellations resulting from failure to provide The Waters Estate with proper and timely certificate of liability insurance will be treated as a client-caused cancellation with no refund.

**EVENT TIMES:** Events are to conclude, and everyone must vacate premises by agreed time on the contract or 12:00 a.m. All entertainment must shut down by 11:00 p.m. Those who rent the facility for two nights need to vacate the premises by 12:00 a.m. both nights or as stated otherwise. All county noise ordinances and quiet times must be followed.

MEDIA: We ask that you inform The Waters Estate of any anticipated media coverage, either print or electronic, that may occur in conjunction with any scheduled event. Use of The Waters Estate's name to promote, advertise or sell tickets to an event, other than for location of the event, is prohibited unless prior written approval has been granted by a managing member of The Waters Estate.

POWER FAILURE: Under no circumstances will The Waters be held responsible or liable for interruption of power caused by lightning, thunderstorms, or any other "force of nature" situations. This includes but is not limited to rental event power interruption, lost profits, lost data, business interruption, system failures, HVAC system failure or any other like situations caused by power failure.

WEATHER & OUTDOOR SETTINGS: The clients understand The Waters Estate is an outdoor space and inclement weather, outdoor conditions, uneven walking paths, open water, dust and pollen, bugs and various other adverse conditions are part of the charm of our outdoor event location. The client accepts and assumes all risk of loss, inconvenience or complaints lodged by client, client's guests, family members, invitees, employees, independent contractors or other agents that may be caused by our natural setting. Client agrees The Waters Estate will not be responsible for any injury, damage or loss arising from any conditions of our space.

UNFORSEEN EVENTS: The client cannot hold The Waters Estate responsible for failure to provide the basic facilities and serviced contemplated under this agreement due to emergencies, catastrophes, interruptions of public utilities and/or other Acts of God. Last minute cancellations of outdoor events due to inclement weather will NOT be considered for refunds.

OUTSIDE VENDORS: The Waters Estate allows outside vendors to service your event. Please ensure you use licensed and insured vendors for the safety and security of all. You assume all liability and agree to hold The Waters Estate, LLC harmless and release them from any responsibilities and liabilities.

SECURITY Professional Security Personnel are required at all events having over 150 people in attendance at The Waters Estate. The Payment of the Security Company will be your responsibility. Security will begin one (1) hour prior to the event start time.

TRASH: Up to six 32-gallon trash cans and liners will be provided. We ask that all trash be put in garbage bags and placed in the designated area. Trash bags must be tied up and put in the designated area by the end of your event. Failure to do so will result in a \$150.00 trash removal fee.

# SET UP & DECORATING

- Set up and decorating of any kind will take place during specified hours only unless otherwise
- The Waters Estate does not supply or provide set up of tables and chairs.
- Outside vendors must deliver during your contracted hours and accepted by you or a designated person in your party.
- Please be mindful when you are decorating so that you do not chip paint, damage fixtures, doors, posts, columns, or walls. You cannot leave nail holes in areas. If you have an item that you need hung, please consult management for assistance.

# **Katie Dunnigan**

From:

Teresa Concannon

Sent:

Wednesday, November 16, 2022 3:03 PM

To:

Cc: Subject: Katie Dunnigan

Waters Event Center

**Attachments:** 

Enter.jpg; close-up.jpg; Exit.jpg

I attended the entrance inspection at the Water's Event Center yesterday. The entrance is generally good, but there is some deterioration that could become hazardous (see close-up). The clearing & grading plan review should have been followed by site development plan review. I see no record that the county reviewed/approved the current road and entrance. For commercial uses like the event center, we require concrete or asphalt paving from the edge of the existing county road to the right of way. The owner may wish to improve the entrance now, to avoid further deterioration. We suggest paving, adding striping and a stop bar, and removal of the Enter and Exit signs that are currently on the right of way.

We will make note of the inspection at the planning board meeting next week.

Let me know if you have any questions.

# Teresa



Teresa Concannon, AICP
Planning Manager
Effingham County Board of Commissioners
804 S Laurel Street
Springfield, GA 31329
tconcannon@effinghamcounty.org





To Whom It May Concern:

This letter is regarding the Waters Estate event venue, located at 1800 McCall Road.

We are Dean Danosh and Yuval Bartal, the buyers and future operators of the Waters Estate which will be renamed "Chateau 1800."

It is important to us that our neighboring community around the venue feel safe and pleased with the business. After meeting with numerous residents, we have several suggestions to present to you in this letter.

We hope to reach common ground on the operation of the event venue and live in peace with the support of the community around us.

Here is a list of actions we will take to ensure safety and peaceful living in the community:

- 1. Installation of a fence that will continue the existing fence at the entrance.
- 2. Adding gravel to eliminate the heavy dust issue. The material will be determined by 'The Greenery' landscaping architectural and design firm that will design the grounds and maintain the property.
- Adding speed bumps at the entrance and exit roads (see the site map attachment for the locations).
- 4. Enclosing the barn and installing our own sound system in the main barn to help us control the sound volume better.
- 5. All tenants will have the contact information of both the operational manager and the day of the event manager.
- 6. There will always be a manager on location during every event in charge of operations.

This list will be completed by June 16, 2023.

If you have any issues during or after an event, please contact us immediately so that we can address the situation. No bride wants police at her wedding.

We look forward to starting a fresh, supportive relationship with our neighbors.

We will submit the above to the County as part of our application.

Thank you,

# Water Estate Site Layout Reference list

The Cove- A staged area providing a beautiful backdrop for photography.

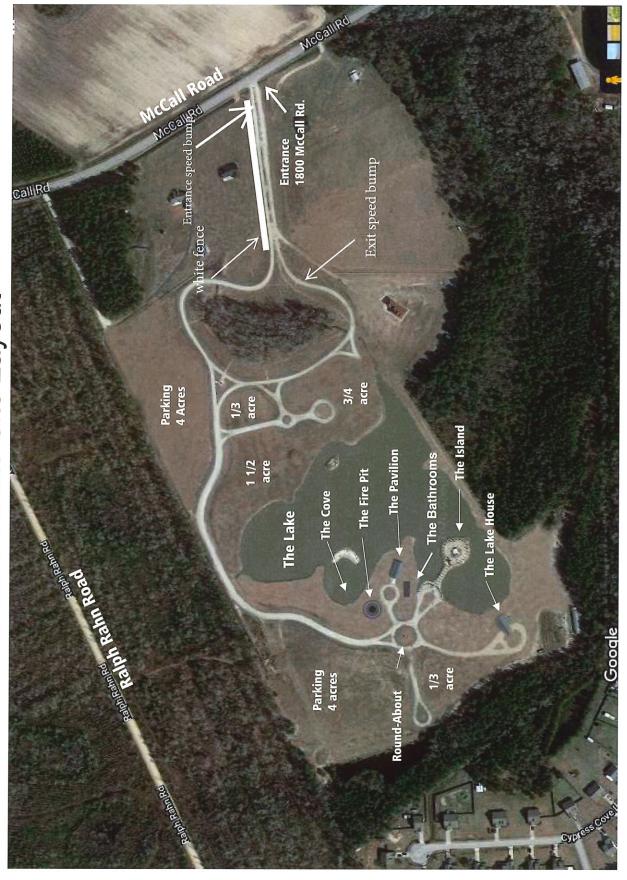
<u>The Fire Pit-</u> A wood-burning fire pit surrounded by swings to host a cocktail hour.

The Pavilion- Main event space.

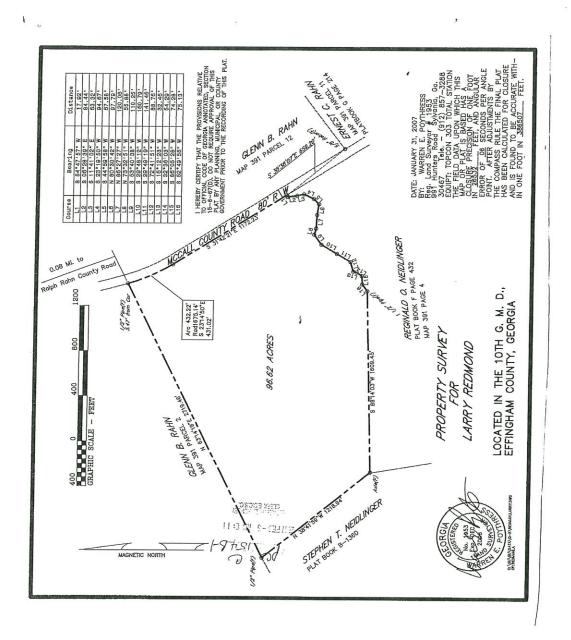
**The Bathrooms-** 2 bathrooms.

The Island- Main ceremony location.

<u>The Lake House-</u> Residential property, will be used to hose the bride and groom prior to the event.

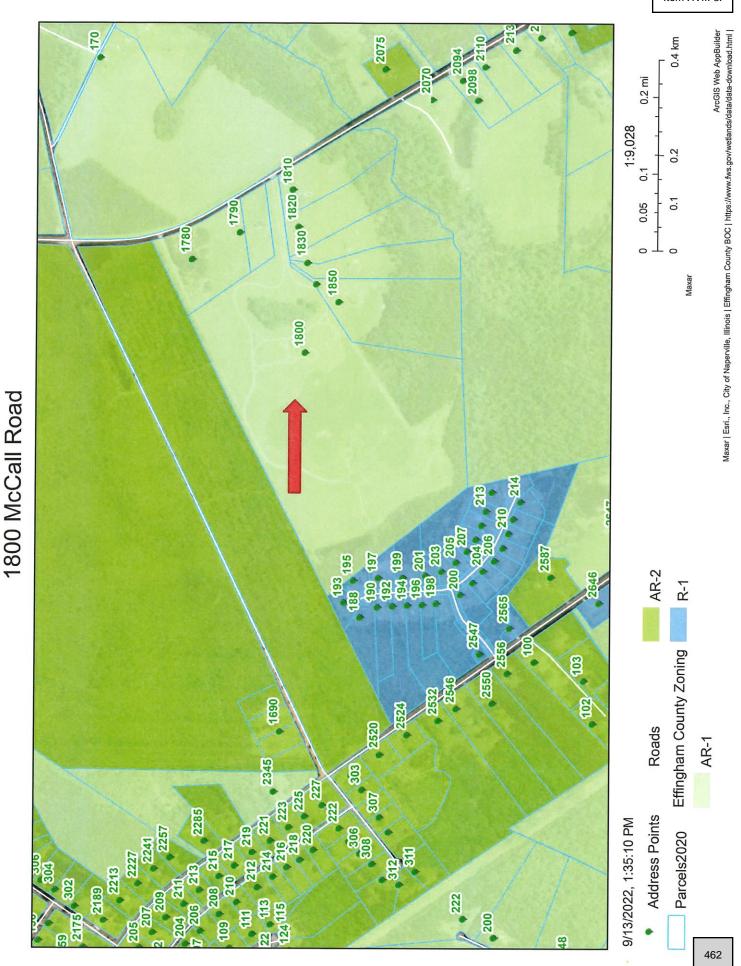


Waters Estate Site Layout



# 1800 MCCALL ROAD





# Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Yuval Bartal as Agent for Andrea L. Allsbrook requests a conditional use, to allow

for an event venue. Located at 1800 McCall Road, zoned AR-1. Map# 391 Parcel# 3

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use**, to allow for an event venue, with conditions.

# **Executive Summary/Background**

- The criteria for private and public events venues as a conditional use in the AR-1 zoning district is described in Appendix C – Zoning Ordinance, Article V-Uses Permitted in Districts, Section 5.1.2.10 – Private and Public Events Venue
- This property currently operates as an events venue based on a conditional use granted April 17, 2018.
   The applicant is selling the property, so conditional use must be approved on behalf of the new owners to allow for the sale of the property as a continually operational events venue.
- The applicant wishes to continue operations of the property, initially, as an "as is" site. Future possible
  plans include the enclosure of an existing pole barn, and addition of more restrooms. The site will,
  however, remain largely unchanged.
- At the October 17, 2022 Planning Board meeting, this item was tabled to allow time for resident concerns, including noise and road dust to be addressed.
- County representatives inspected the entrance and recommend paving from the road edge to the right of way, and adding striping and a stop bar.
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **conditional use**, to allow for an event venue with Staff recommendations:
  - 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the conditional use.
  - 3. All Environmental Health Department requirements for food service and restrooms will be satisfied prior to active operation of the event venue.
  - 4. All future site development and/or construction plans shall be submitted to Development Services for review and permitting.
  - 5. All wetland impacts are to be permitted by USACE.
- And the following 6 conditions, as submitted by the applicant:
  - The fencing at the entrance shall be extended to provide screening for adjacent residences
  - Gravel will be added to the roadway for the purpose of reducing dust
  - Speed bumps will be added per the submitted site plan
  - o The open event structure shall be enclosed, and a dedicated sound system installed
  - o All tenants will be provided with contact information for operational and event management
  - A manager shall be present on site for all events
- The motion was seconded by Alan Zipperer and carried unanimously.

# **Alternatives**

- 1. Approve the request for a conditional use, to allow for an event venue, with the following conditions:
  - 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.

Item XVII. 4.

- 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the of the conditional use.
- 3. All Environmental Health Department requirements for food service and restrooms will be satisfied prior to active operation of the event venue.
- 4. All future site development and/or construction plans shall be submitted to Development Services for review and permitting.
- 5. All wetland impacts are to be permitted by USACE
- 6. The fencing at the entrance shall be extended to provide screening for adjacent residences
- 7. Gravel will be added to the roadway for the purpose of reducing dust
- 8. Speed bumps will be added per the submitted site plan
- 9. The open event structure shall be enclosed, and a dedicated sound system installed
- 10. All tenants will be provided with contact information for operational and event management
- 11. A manager shall be present on site for all events
- 2. Deny the request for a conditional use, to allow for an event venue

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. 391-3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-3

### 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, YUVUAL BARTAL has filed an application for a conditional use to allow for an event venue; map and parcel number 391-3, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for an event venue; map and parcel number 391-3, located in the 4<sup>th</sup> commissioner district, is approved, with the following conditions:

- 1. Operation of the event venue will fully comply with Section 5.1.2.10 Private and Public Events.
- 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the conditional use.
- 3. All Environmental Health Department requirements for food service and restrooms will be satisfied prior to active operation of the event venue.
- 4. All future site development and/or construction plans shall be submitted to Development Services for review and permitting.
- 5. All wetland impacts are to be permitted by USACE
- 6. The fencing at the entrance shall be extended to provide screening for adjacent residences
- 7. Gravel will be added to the roadway for the purpose of reducing dust
- 8. Speed bumps will be added per the submitted site plan
- 9. The open event structure shall be enclosed, and a dedicated sound system installed
- 10. All tenants will be provided with contact information for operational and event management
- 11. A manager shall be present on site for all events

COUNTY CLERK

All ordinances or part of ordinances in conflict herewith are hereby repealed.

| This           | day of | , 20 |   |
|----------------|--------|------|---|
|                |        |      | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                |        |      | BY: WESLEY CORBITT, CHAIRMAN                        |
| ATTEST:        |        |      | FIRST/SECOND READING:                               |
| STEPHANIE IOHN | SON    |      |   |

Staff Report

**Subject:** Rezoning (Third District)

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Kevin Shuman & Terry Cook request to rezone 14.83 acres from AR-1 to AR-2 to

allow for a 3-lot subdivision. Located at 5575 Old Dixie Highway. Map# 263 Parcel# 32B

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 14.83 acres from **AR-1** to **AR-2** to allow for a 3-lot subdivision, with conditions.

# **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to create two additional home sites, each of which is under 5 acres and must, therefore, be rezoned.
- There is extensive wetlands coverage on all proposed lots. Rezoning the remaining 9.185 acres to AR-2 may provide preferable building setbacks should a wetlands delineation show limited developable area.
- At the November 21, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 14.83 acres from AR-1 to AR-2 to allow for a 3-lot subdivision, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. All wetland impacts must be approved and permitted by USACE.
  - 3. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson and carried unanimously.

### **Alternatives**

- **1. Approve** the request to **rezone** 14.83 acres from **AR-1** to **AR-2**, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. All wetland impacts must be approved and permitted by USACE.
  - 3. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- 2. Deny the request to rezone 14.83 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

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

Attachments: 1. Rezoning application and checklist 3. Plat 5. Deed

2. Ownership certificate/authorization 4. Aerial photograph

# <u>ATTACHMENT A – REZONING AMENDMENT APPLICATION</u>

|  | Application Date: 8 9 2000                                  |
|--|---|
| Applicant/Agent: Kevin Shuma               | an + Terry Cook   |
|  | rmilcagnail.com   |
| Phone #_0                                  | 712-346-1000 912-344-0141                                   |
| Applicant Mailing Address: 170 T           | urkey Branch Rd/466 MEgel Rd                                |
| City: Springfield                          | wkey Branch Rolf 466 M Call Rd 5 PRINGETTE GA 3/329 GA 3/32 |
| Property Owner, if different from above: _ |   |
| Owner's Email Address (if known):          |   |
| Phone #                                    | ·   |
| Owner's Mailing Address:                   |   |
| City:                                      | State: Zip Code:  |
| Property Location: 55 75 OCA               | STATE HWY SPRING FIELD, GA 313                              |
| Proposed Road Access:                      |   |
| Present Zoning of Property: AR             | Proposed Zoning: AR-2                                       |
| Tax Map-Parcel #203 -32B                   | Total Acres: 14.83 Acres to be Rezoned: 14.83               |
| Lot Characteristics:                       |   |
| WATER                                      | SEWER   |
| Private Well                               | Private Septic System                                       |
| Public Water System                        | Public Sewer System   |
| If public, name of supplier:               |   |
| Justification for Rezoning Amendment:      | R-1 requires 5 or more acres                                |
|  | vicinity of the property you wish to rezone:                |
| North South                                | Fact West   |

| 1. Describe the current use of the property you wish to rezone.  VES idential  |
|--|
|  |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?   |
|  |
| 3. Describe the use that you propose to make of the land after rezoning.  Hoving 2 residents on same parcel  |
|  |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?   |
|  |
| 5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?  |
| Nearby properties are also residential   |
|  |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive o burdensome use of existing streets, transportation facilities, utilities, or schools? |
|  |
|  |
| Applicant Signature: Found Tory Cook Date 8/13/22  |

### **ATTACHMENT B - OWNERSHIP CERTIFICATION**

### **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 2715 page 077-678.  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature <u>serry M Cook</u> Print Name <u>TERRY M Cook</u>   |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this  |
| Terrianna Stevens NOTARY PUBLIC Chatham County, GEORGIA My Geminissien Expires 93/27/2923  |
| Notary Public, State of Georgia  |

13 September 2022



Mr. Kevin Shuman 5575 Old Dixie Highway Springfield, GA 31329

Subject:

**Wetland Delineation** 

RLC# 22-354

5575 Old Dixie Highway / Parcel Number 02630032B00

Effingham County, Georgia

Dear Mr. Shuman:

At your request, Resource & Land Consultants (RLC) conducted a wetland delineation on an approximately 14.8-acre review area located at 5575 Old Dixie Highway, in Springfield, Effingham County Georgia (32.491299°, -81.409870°). Prior to the site visit we reviewed the USGS Topographic Map, NRCS Soil Survey, USFWS National Wetlands Inventory, available aerial imagery, and NOAA Topographic Lidar for the project area. Following review of all available materials, current US Army Corps of Engineers interpretations of the Regional Supplement to the Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2 were applied in the identification of aquatic resources within the study area.

Based on our site visit on 13 September 2022 and review of the available materials, it is our opinion that the  $\pm 14.8$ -acre assessment area has  $\pm 9.2$ -acres of upland and  $\pm 5.6$  acres of wetland. As regulated under the Section 404 of the Clean Water Act, placement of fill material or the mechanized land clearing of jurisdictional wetlands require authorization from the USACE.

RLC appreciates the opportunity to assist with this project. Should you have any questions or require any additional information, please do not hesitate to contact us at (912) 443-5896.

Sincerely,

Zach Marsh

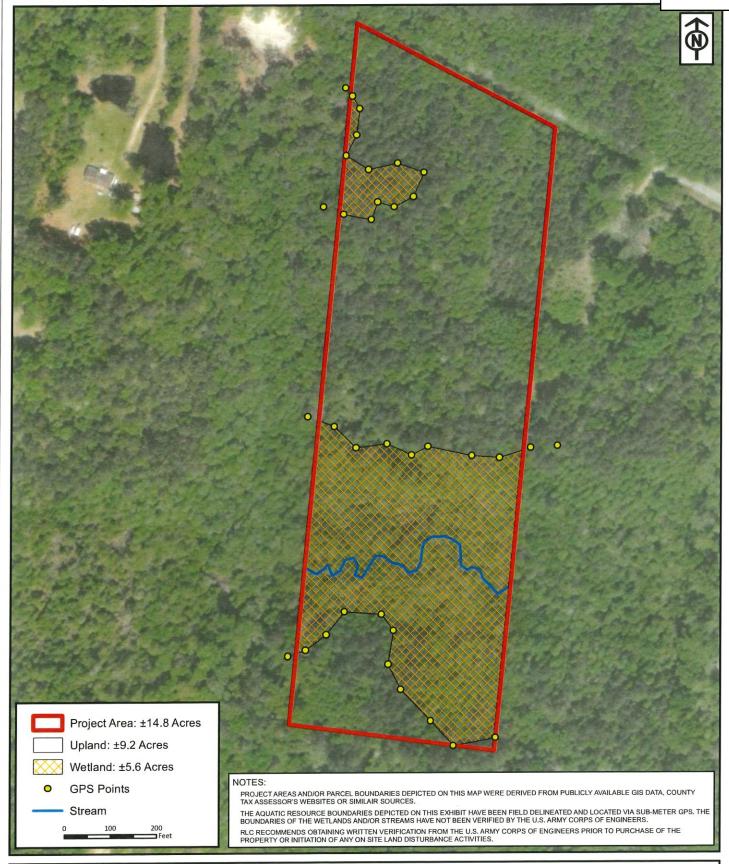
Project Manager

**Resource & Land Consultants** 

Enclosure:

Aquatic Resource Delineation Exhibit





| RLC Project No. | : 22-354          |
|-----------------|-------------------|
| Figure No.:     | 1                 |
| Prepared By:    | ZM                |
| Sketch Date:    | 9/13/2022         |
| Map Scale :     | 1 inch = 200 feet |

### **5575 Old Dixie Highway**

Effingham County, Georgia

### Aquatic Resource Delineation Exhibit

Prepared For: Kevin Shuman



Item XVII. 5.

BK:2715 PG:677-6 D2021009948

> FILED IN OFFICE CLERK OF COURT 08/12/2021 02:02 PM JASON E. BRAGG, CLERK

> SUPERIOR COURT EFFINGHAM COUNTY, GA

Paro E. Brago

TRANSFER TAX PAID: s60.00

PT-61 051-2021-002695

7084885854 PARTICIPANT ID

RETURN RECORDED DOCUMENT TO: STEPHEN T. RUSHING, ESQUIRE TAULBEE, RUSHING, SNIPES, MARSH & HODGIN, LLC 12 SIEBALD STREET STATESBORO, GEORGIA 30458

STATE OF GEORGIA **COUNTY OF BULLOCH** 

### LIMITED WARRANTY DEED

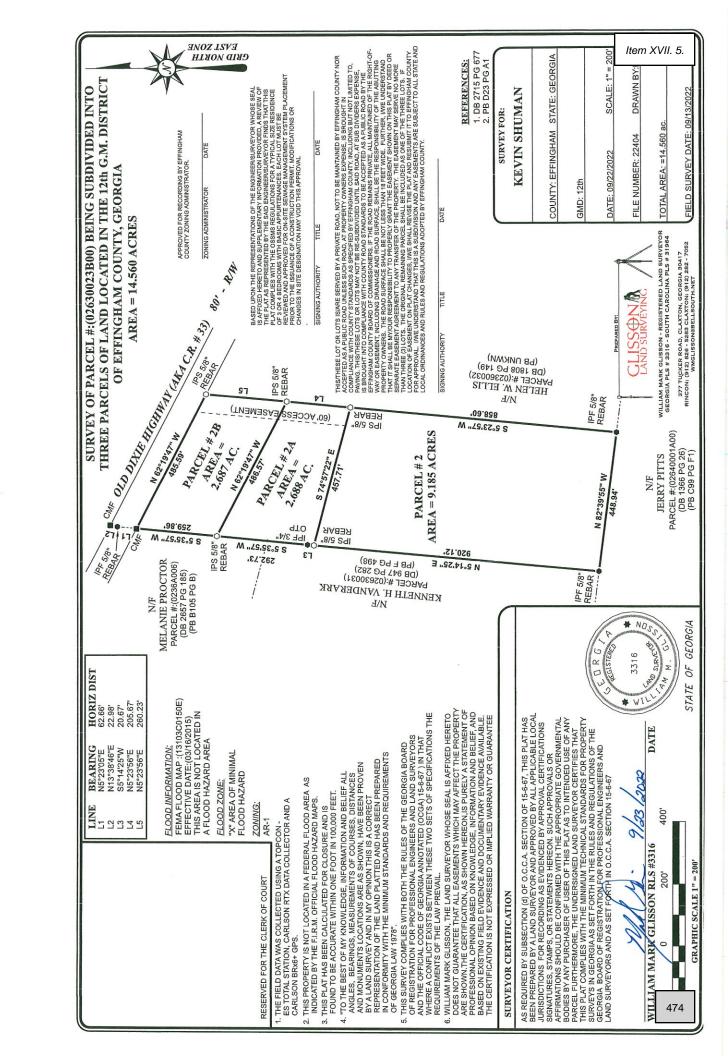
THIS INDENTURE made this 10th day of August, 2021, between LISA W. BETTINGER, (hereinafter referred to as "Grantor") and TERRY M. COOK and KEVIN DILLION SHUMAN, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

### WITNESSETH:

GRANTOR, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all of the following described property, to-wit:

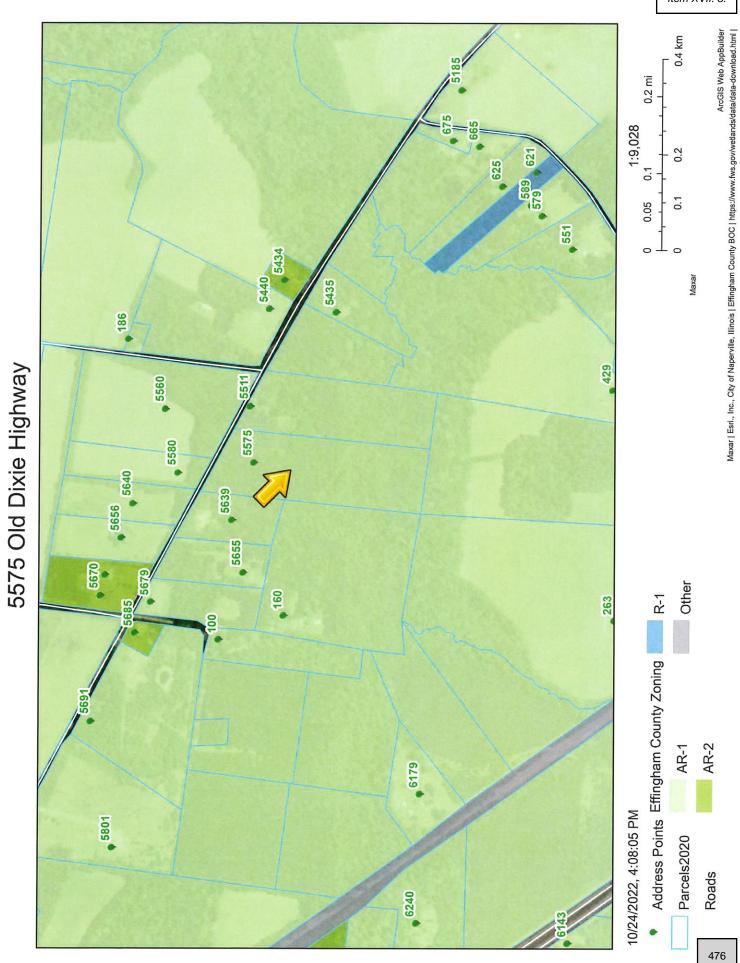
All that certain tract or parcel of land lying and being in the 12th G.M. District of Effingham County, Georgia and designated as Parcel 2, containing 14.83 acres, as shown on that certain Plat of Survey prepared by Adolph N. Michelis, Georgia Registered Land Surveyor, dated April 3, 2008, and recorded in Plat Book D23, Page A-1, Effingham County Records. Said plat and the reference thereof are incorporated herein for a more complete and accurate description.

The within described tract is bounded, now or formerly, according to the aforementioned plat, as follows: On the Northeast by the right-of-way of Old Dixie Highway; on the East by Parcel 3; on the South by lands of Howard Pitts; and on the West by lands of Kenneth Vanderark and by Tract F.



## 5575 OLD DIXIE HIGHWAY





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:

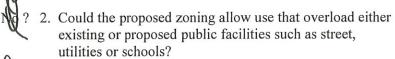
|               | • |  |
|---------------|---|--|
|               | 2 |  |
| $\overline{}$ |   |  |

| CHECK LIST:                       |                     |
|-----------------------------------|---------------------|
| The Effingham County Planning Com | mission recommends: |
| APPROVAL                          | DISAPPROVAL         |

Of the rezoning request by applicant Kevin Shuman & Terry Cook - (Map # 263 Parcel# 32B) from AR-1 to AR-2 zoning.



? 1. Is this proposal inconsistent with the county's master plan?





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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



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



8. Do other conditions affect the property so as to support a decision against the proposal?

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 **Kevin Shuman & Terry Cook – (Map # 263 Parcel# 32B)** from <u>AR-1</u> to <u>AR-2</u> 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. 2 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?



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 S | DISAPPROVAL  |
|------------|--------------|
| THE THE    | DISTRICT TIL |

Of the rezoning request by applicant **Kevin Shuman & Terry Cook – (Map # 263 Parcel# 32B)** from <u>AR-1</u> to <u>AR-2</u> 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?



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:



DISAPPROVAL

Of the rezoning request by applicant **Kevin Shuman & Terry Cook** – (**Map # 263 Parcel# 32B**) from <u>AR-1</u> to <u>AR-2</u> zoning.



1. Is this proposal inconsistent with the county's master plan?



2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



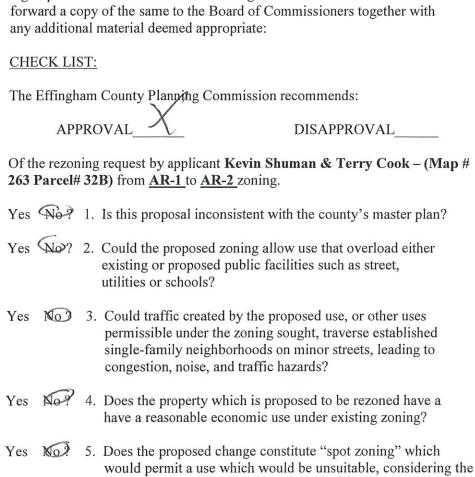
7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?

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:



existing use and development of adjacent and nearby property?

Yes 6. Would the proposed change in zoning adversely affect existing

use or usability of adjacent or nearby property?

Yes 7. Are nearby residents opposed to the proposed zoning change?

Yes 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS. / 11/21/22.

Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Kevin Shuman & Terry Cook request to rezone 14.83 acres from AR-1 to AR-2 to

allow for a 3-lot subdivision. Located at 5575 Old Dixie Highway. Map# 263 Parcel# 32B

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 14.83 acres from **AR-1** to **AR-2** to allow for a 3-lot subdivision, with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to create two additional home sites, each of which is under 5 acres and must, therefore, be rezoned.
- There is extensive wetlands coverage on all proposed lots. Rezoning the remaining 9.185 acres to AR-2 may provide preferable building setbacks should a wetlands delineation show limited developable area.
- At the November 21, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 14.83 acres from AR-1 to AR-2 to allow for a 3-lot subdivision, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. All wetland impacts must be approved and permitted by USACE.
  - 3. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson and carried unanimously.

### **Alternatives**

- **1. Approve** the request to **rezone** 14.83 acres from **AR-1** to **AR-2**, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. All wetland impacts must be approved and permitted by USACE.
  - 3. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- 2. Deny the request to rezone 14.83 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

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

**Attachments:** 1. Zoning Map Amendment

### STATE OF GEORGIA EFFINGHAM COUNTY

### AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 263-32B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  $263\text{--}32\mathrm{B}$ 

### 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 KEVIN SHUMAN AND TERRY COOK have filed an application to rezone fourteen and eighty-three hundredth (14.83) +/- acres; from AR-1 to AR-2 to allow for a 3-lot subdivision; map and parcel number 263-32B, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT fourteen and eighty-three hundredth (14.83) +/- acres; map and parcel number 263-32B, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

- 1. The lots shall meet the requirements of the AR-2 zoning district.
- 2. All wetland impacts must be approved and permitted by USACE.
- 3. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

| All ordinances or part of ordinances is | n conflict herewith are | hereby repealed.                                    |
|---|-------------------------|---|
| This day of                             | , 20                    |   |
|   |                         | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|   |                         | BY: WESLEY CORBITT, CHAIRMAN                        |
| ATTEST:                                 |                         | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON<br>COUNTY CLERK       |                         |   |

### **Staff Report**

Subject: Rezone (Third District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie, & Frankie Edwards requests to **rezone** 6.67 acres from AR-1 to AR-2 to allow for a recombination of parcels. Located on Highway 119 North. Map# 406 Parcels# 19,20,21,22

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.67 acres from **AR-1** to **AR-2** to allow for a recombination of parcels with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to recombine four parcels in to two parcels.
- Neither proposed parcel will meet the 5-acre threshold for the AR-1 zoning district; therefore, the combined acreage of both proposed parcels must be rezoned.
- At the November 21, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 6.67 acres from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins and carried unanimously.

### **Alternatives**

- 1. Approve the request to rezone 6.67 acres from AR-1 to AR-2, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request to rezone 6.67 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

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

Attachments: 1. Rezoning application and checklist 3. Plat 5. Deed

3. Ownership certificate/authorization 4. Aerial photograph

### ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 10/14/2000 Applicant/Agent: Jimny McDuffie Applicant Email Address: jimny 4101 e gmail com Phone # 9/2-757-5397 Applicant Mailing Address: 3868 Hwy. 119 N City: Clyo State: Cn Zip Code: 31303 Owner's Email Address (if known): Phone # Owner's Mailing Address: City: \_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_ Property Location: 3840 Hwy. 119 Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 406-19, 20, 21, 20

Total Acres: 6-67 Acres to be Rezoned: 6-67 Lot Characteristics: WATER **SEWER** Private Well \_\_\_\_Private Septic System \_Public Water System \_\_\_\_Public Sewer System If public, name of supplier: \_\_\_\_\_ Justification for Rezoning Amendment: \_\_\_\_\_ List the zoning of the other property in the vicinity of the property you wish to rezone: North \_\_\_\_\_ South \_\_\_\_ East \_\_\_\_ West \_\_\_

| 1. Describe the current use of the property you wish to rezone.   |
|---|
| THE SITE  |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  |
|   |
| 3. Describe the use that you propose to make of the land after rezoning.  |
|   |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  |
|   |
| 5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?   |
|   |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? |
| NO  |
|   |
|   |
| Applicant Signature: Date 10/14/2000  |

### ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

5 1 2030 + 2 3020 on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2589 + 2576 page 903 + 7-8.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

| Owner's signature 4 McO-11  |
|---|
| Owner's signature of McD-ffic  Print Name McD-ffic  |
| Owner's signature Warde L M GOuffer  Print Name Wanda E. M Duffir   |
| Print Name_WUNUA (. // BUTTIC   |
| Owner's signature   |
| Print Name  |
| Sworn and subscribed before me this Ham day of October, 20 22.  Hunden Gran Starten Notary Public, State of Georgia |

### **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 1209 page 147.  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Frankie & Edwards  |
| Owner's signature Frankie & Edwards  Print Name FRANKie & Edwards  |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this day of   |
| Notary Public, State of Georgia   |

### **AUTHORIZATION OF PROPERTY OWNER**

| I, FRankit E. Edwards , being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia |
|---|
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.          |
| Name of Applicant/Agent: Jimmy Mc Du Hie  |
| Applicant/Agent Address: 3868 Hwy, 119 N  |
| City: <u>C/40</u> State: <u>C</u> Zip Code: <u>31303</u>  |
| Phone: 912-754-5597 Email: jimmy 4101 @ 9mail. Com  |
| Owner's signature_ Frankie & Lawards  |
| Print Name Frankie E. Edwards   |
|   |
| Personally appeared before me (Owner print)   |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.   |
| Sworn and subscribed before me this 4th day of Oldber, 20 22.   |
| Notary Public, State of Georgia  Notary Public, State of Georgia  EXPIRES  GEORGIA  June 2, 2024  |

D.D. BK: 1201 PAGE NO: 14

147

04 DEC 17 PM 2: 23

CLERK E.C.C.S.C.

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P. O. BOX 385 SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the \_\_\_\_\_\_ day of December, 2004, between OSSIE D. EDWARDS of the FIRST PART, and FRANKIE EXLEY EDWARDS of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection he has for his wife, the said SECOND PARTY herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said party of the SECOND PART, her heirs and assigns, all of the following described property, 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 .8386 of an acre, more or less, and being known and designated as Section "B" as shown on the plat thereof recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 213, page 581, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by deed from Albert N. Exley to Ossie D. Edwards dated December 11, 1984 and recorded in said Clerk's Office in Deed Book 222, page 353.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, her heirs, executors, administrators and assigns, in FEE-SIMPLE.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

OSSIE D. EDWARDS

\_\_(SEAL

Signed, sealed and delivered in the presence of:

Unofficial Witness

Official Witness - Notary Public

My commission expires: 9/2

R

RO REDIVIDUAL SEPT. 2, 2008

Metter,,

8849504050 PARTICIPANT ID BK:2576 PG:7-7 D2020001853

FILED IN OFFICE CLERK OF COURT 02/27/2020 09:57 AM ELIZABETH Z. HURSEY, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

Flighted 3. Hurry

TRANSFER TAX PAID: \$1,00

PT-61 051-2020-000530

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P.O. BOX 385 SPRINGFIELD, GA 31329

### SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the day of February, 2020, between BETTY SUE EXLEY NEASE, formerly known as BETTY SUE EXLEY PITTMAN of the FIRST PART, and JIMMY R. MCDUFFIE and WANDA E. MCDUFFIE of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Six Hundred and no/100 Dollars (\$600.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the  $11^{\rm th}$  G.M. District of Effingham County, Georgia, containing .8386 of an acre, more or less, and known and designated as Section "D" on the plat thereof hereinafter referred to.

Express reference is hereby made to the sketch of said property attached hereto and by express reference made a part hereof for better determining the metes and bounds of said lands herein conveyed and attached to the deed recorded in Deed Book 213, Pages 578-580.

This being the same property conveyed by Warranty Deed from Frances Rahn Exley, et al to Betty Sue Exley Pittman dated December 27, 1982 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 213, Page 578.

SUBJECT, to restrictive covenants and easements of record.

### SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the first party, for her heirs, executors and administrators, will warranty and forever defend the right and title to the above described property unto the said parties of the second party, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set her hand, affixed her seal, and delivered these presents, the day and year first above written.

Signed, sealed and deliffered

in the presence of:

Unofficial Witness

Notary Fublity Effingham County, Georgia My Commission Expires July 29, 2023 Betty Sue Exley Mease SEA

Betty Due Evley Fut museal)
Formerly known as BETTY SUE EXLEY PITTMAN

8849504050 PARTICIPANT ID BK:2576 PG:8-8 D2020001854

FILED IN OFFICE CLERK OF COURT 02/27/2020 09:57 AM ELIZABETH Z. HURSEY, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

Elization . Hursey

REAL ESTATE TRANSFER TAX PAID: \$1.00

PT-61 051-2020-000531

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P.O. BOX 385 SPRINGFIELD, GA 31329

### SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the Aday of February, 2020, between KERRY R. EXLEY of the FIRST PART, and JIMMY R. MCDUFFIE and WANDA E. MCDUFFIE of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Six Hundred and no/100 Dollars (\$600.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing .8386 of an acre, more or less, and known and designated as Section "C" on the plat thereof hereinafter referred to.

Express reference is hereby made to the sketch of said property attached hereto and by express reference made a part hereof for better determining the metes and bounds of said lands herein conveyed and attached to the deed recorded in Deed Book 213, Pages 584-856.

This being the same property conveyed by Warranty Deed from Frances Rahn Exley, et al to Kerry R. Exley dated December 27, 1982 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 213, Page 584.

SUBJECT, to restrictive covenants and easements of record.

### SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the first party, for his heirs, executors and administrators, will warranty and forever defend the right and title to the above described property unto the said parties of the second party, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

CERRY R. EXLEY

(SEAL)

Signed, sealed and delivered in the presence of:

PROMICE &

Nanc P. Gelleneix

orany Public, Effingham County, Georgia My Commission Expires July 29, 2023



8849504050 PARTICIPANT ID

### BK:2589 PG:902-902 D2020004081

FILED IN OFFICE CLERK OF COURT 05/05/2020 09:01 AM ELIZABETH Z. HURSEY, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

REAL ESTATE TRANSFER TAX PAID: \$3.00

PT-61 051-2020-001148

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P.O. BOX 385 SPRINGFIELD, GA 31329

### SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

(SEAL)

154 2020, between KYLE M. THIS INDENTURE, Made the EDWARDS of the FIRST PART, and JIMMY R. MCDUFFIE and WANDA E. MCDUFFIE of the SECOND PART.

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Three Thousand and no/100 Dollars (\$3,000.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing 0.8386 of an acre and being Section "A" of Tract Number (1) formerly owned by Marion N. Exley as shown on a sketched attached to and made a part hereof. This being the same parcel of land conveyed from Frances Rahn Exley, et al to Rickey G. Exley by deed dated December 27, 1982 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 213, Page 575.

Express reference is hereby made to the sketch of said property attached hereto and by express reference made a part hereof for better determining the metes and bounds of said lands herein conveyed and attached to the deed recorded in Deed Book 213, Pages 575-577.

This being the same property conveyed by Warranty Deed from The Citizens and Southern Bank of Effingham County to Kyle M. Edwards dated July 11, 1984 and recorded in said Clerk's Office in Deed Book 219, Page 427.

SUBJECT, to restrictive covenants and easements of record.

### SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the first party, for his heirs, executors and administrators, will warranty and forever defend the right and title to the above described property unto the said parties of the second party, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

E M. EDWARDS

Signed, sealed and delivered

Unofficial Witness

Notary Field, Effingham County, Georgia

My Commission Expires July 29, 2023

# PROPOSED RECOMBINATION (APPROXIMATE)



SCALE VICINITY MAP 10 NOT GA. HWY 119 LEHIGH CIR CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN) NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA. REFERENCING THE APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 04060021 THEN A RECOMBINATION OF THAT PORTION OF 0020, AND 0022 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. MAP & PARCEL 04060021 WITH 0019, ZONING ADMINISTRATOR. ZONING ADMINISTRATOR

04060041 N/F JAY COOMBE 04060017 N/F LEE/SMITH RON AXLE \$5 EO-N 9+'611 RON 0.85 ACRES 04060019 DORIS E DERRICK 462.89 04060023 Z 04060020 AFTER RECOMBINATION / 3.33 ACRES 964.66 0.83 ACRES 251.30 967.56 30' WIDE ACCESS BEEN IN USE SINCE 14 DEC 1968
N-85 00 42-E 974.41' NOW 3.33 AC. S-87 40 23-E 39 03-W 04060016 N/F CRAIG ZEIGLER FRANKIE & OSSIE EDWARDS FORMERLY 4.14 AC. NOW D.81 ACRES FMR. 04060021 04060021 N/F AGO.

N/F
WANDA & JIMMY
McDUFFIE 501.77 04060024 0.84 ACRES 04060022 WANDA & JIMMY McDUFFIE 210.56 210.0 GEORGIA STATE HWY 119 80'R/W

SURVEYORS CERTIFICATION

ADOLPH N. MICHELIS & ASSO. 736 SANDY RIDGE ROAD SYLVANIA, GEORGIA 30467

PH. (912) 829 3972

ERROR OF CLOSURE 1:24,000 PLAT NOT ADJUSTED

EQUIP. USED TOTAL STATION TOPCON 303

PROPERTY LINE CONC MON.FOUND NOW OR FORMERLY POWER POLE

IRS CMF N/F

%" REBAR FOUND %" REBAR SET

If he required by subsection (d) of O.C.A. Section 15-6-07, bit of his been properce by of old auryeave and opposed by of opposed of opposed by other properce of opposed by other properce of opposed by other properce of other properce of other his his population of other properce of other properce of other his windersigned and surveyor exertifies bett his plot complex with the minimum technical and other opposed by opposed, but they are officially only opposed by other opposed on the property of opposed by other opposed on the property of opposed of the opposed opposed on the opposed of the opposed opposed of negation of the opposed opposed on the opposed opposed on the opposed opposed on the opposed opposed opposed on the opposed oppos



Based upon the representations of the engineer/surveyor whose seal is officed hereto and supplementary information provided, a review of the plot as represented by the said engineer/survey or finds that this plot complies with the OSSNAS requiditions for a typical size residence of 3 or 4 bedrooms with hosis apportenances. Each lot must be reviewed and approved for On sit Sewage Management System placement prior to the issuance and a construction permit, Modifications or changes in site designation may void this approval. THIS APPROVAL IS VOID IF THE PLAT IS NOT RECARDED WITHIN 1 YEAR OF THE DATE BELOW.

Signing Authority Title Date

400,

200'

SCALE: 1" - 200'

REFERENCES:
PCAB D48 A-1
PB I PAGE 315
PB 27 PAGE 9
PB F PAGE 553

### MINOR SUBDIVISION & A RECOMBINATION SURVEY

SURVEY FOR

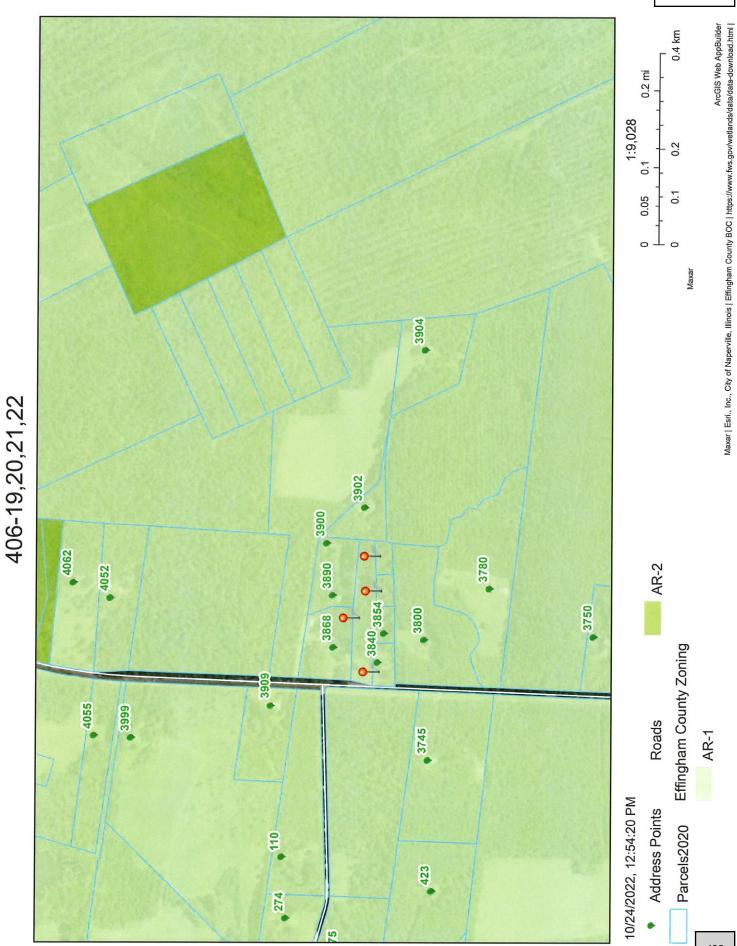
### WANDA & JIMMY McDUFFIE

SURVEY TO DIVIDE O.81 ACRES FROM A 4.14 ACRE PARCEL THEN RECOMBINE THAT PORTION WITH PARCELS 04060022,04060020

AND 04060019

CREATING A 3.33 AC TRACT
LOCATED IN THE 11TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 17 OCT. 2022
MACDGN OCT2022 PLAT DRAWN 17 OCT 2022

495



496

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:



DISAPPROVAL

Of the rezoning request by applicant Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie & Frankie Edwards – (Map # 406 Parcels# 192,20,21,22) 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?



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

DISAPPRO

DISAPPROVAL

Of the rezoning request by applicant Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie & Frankie Edwards – (Map # 406 Parcels# 19,20,21,22) from AR-1 to AR-2 zoning.



? 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?



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?



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?

6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

7. Are nearby residents opposed to the proposed zoning change?

8. Do other conditions affect the property so as to support a decision against the proposal?



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

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### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL\_\_\_\_\_ DISAPPROVAL\_\_\_\_

Of the rezoning request by applicant Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie & Frankie Edwards – (Map # 406 Parcels# 19,20,21,22) from AR-1 to AR-2 zoning.

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

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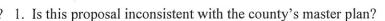
### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL\_\_\_\_ DISAPPROVAL\_\_\_

Of the rezoning request by applicant Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie & Frankie Edwards – (Map # 406 Parcels# 19,20,21,22) from AR-1 to AR-2 zoning.







2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?

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:



Of the rezoning request by applicant Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie & Frankie Edwards – (Map # 406 Parcels# 192,20,21,22) 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 23. 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. 2 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes 8. Do other conditions affect the property so as to support a decision against the proposal?

11/21/22 3KS

### **Staff Report**

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Jimmy McDuffie as Agent for Jimmy & Wanda McDuffie, & Frankie Edwards requests to **rezone** 6.67 acres from AR-1 to AR-2 to allow for a recombination of parcels. Located on Highway 119 North. Map# 406 Parcels# 19,20,21,22

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.67 acres from **AR-1** to **AR-2** to allow for a recombination of parcels with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to recombine four parcels in to two parcels.
- Neither proposed parcel will meet the 5-acre threshold for the AR-1 zoning district; therefore, the combined acreage of both proposed parcels must be rezoned.
- At the November 21, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 6.67 acres from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins and carried unanimously.

### **Alternatives**

- 1. Approve the request to rezone 6.67 acres from AR-1 to AR-2, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request to rezone 6.67 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

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

Attachments: 1. Zoning Map Amendment

### STATE OF GEORGIA EFFINGHAM COUNTY

### AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 406-19,20,21,22

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 406-19,20,21,22

### 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 JIMMY MCDUFFIE AS AGENT FOR JIMMY & WANDA MCDUFFIE, & FRANKIE EDWARDS has filed an application to rezone six and sixty-seven hundredth (6.67) +/- acres; from AR-1 to AR-2, to allow for a recombination of parcels; map and parcel numbers 406-19,20,21,22, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT six and sixty-seven hundredth (6.67) +/- acres; map and parcel numbers 406-19,20,21,22, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

- 1. The lots shall meet the requirements of the AR-2 zoning district.
- 2. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_

|                                   | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|-----------------------------------|---|
|                                   | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:                           | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON<br>COUNTY CLERK |   |

### **Staff Report**

**Subject:** Rezoning (Fourth District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau requests to rezone 1.46 of 82.84 acres from AR-1 to AR-2 to allow for a recombination of parcels. Located at 1271 & 1273 Highway 21. Map# 389 Parcels# 34 & 35

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.46 of 82.84 acres from **AR-1** to **AR-2** to allow for a recombination of parcels, with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant is adding .45 acres to an existing non-conforming 1.01-acre parcel. The new parcel will be 1.46 acres, and therefore must be rezoned to AR-2
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 1.46 of 82.84 acres from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins and carried unanimously

### **Alternatives**

- **1. Approve** the request to **rezone** 1.46 of 82.84 acres from **AR-1** to **AR-2**, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request to rezone 1.46 of 82.84 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

**Department Review:** Development Services **FUNDING:** N/A **Attachments:** 1. Rezoning application and checklist 4. Deed

2. Ownership certificate/authorization 5. Aerial photograph

3. Plat

# ATTACHMENT A – REZONING AMENDMENT APPLICATION

|                                       | Application Date: 10/14/2023  |
|---------------------------------------|---|
| Applicant/Agent: Shellon              | Tebeau / Randal Tebeau  |
| Applicant Email Address:              |   |
| Phor                                  | ne# 912 660 8426  |
| Applicant Mailing Address:            | Dixie Dr.   |
| City: Spring-field                    | State: <u>Ga</u> Zip Code: <u>31329</u>                             |
| Property Owner, if different from a   | bove:<br>Include Signed & Notarized Authorization of Property Owner |
| Owner's Email Address (if known):     |   |
| Phor                                  | ne#   |
| Owner's Mailing Address:              |   |
| City:                                 | State: Zip Code:  |
| Property Location: 1271   127         | 13 SHwy 21, Springfield 31329                                       |
| Proposed Road Access: <u>LASUM</u>    | rent to Hwy 21  |
| Present Zoning of Property:           | AR-I Proposed Zoning: AR-2  |
| Tax Map-Parcel # <u>389 - 3</u>       | 4035 Total Acres: 82.84 Acres to be Rezoned: 1.40                   |
| Lot Characteristics: Wooded,          | residential   |
| WATER                                 | SEWER   |
| Private Well                          | Private Septic System   |
| Public Water System                   | Public Sewer System   |
| If public, name of supplier:          |   |
| Justification for Rezoning Amendme    | ent: New, combined parcel 1ess than Sacres.                         |
| List the zoning of the other property | y in the vicinity of the property you wish to rezone:               |
| NorthSouth _                          | East West   |

| 1. Describe the current use of the property you wish to r   | ezone.  |
|---|---|
| Residentice   |   |
| •   |   |
| 2. Does the property you wish to rezone have a reasonal<br>\\ell S  |   |
|   |   |
| 3. Describe the use that you propose to make of the land  |   |
| Residential   |   |
| 4. Describe the uses of the other property in the vicinity Residential  | of the property you wish to rezone?                                   |
| 5. Describe how your rezoning proposal will allow a use of development of adjacent and nearby property?  NO Charge to the | hat is suitable in view of the uses and                               |
| 6. Will the proposed zoning change result in a use of the burdensome use of existing streets, transportation facilitie    | property, which could cause an excessive of s, utilities, or schools? |
|   |   |
| Applicant Signature:  | Date  |
| 11 0  |   |

# **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed   |
|---|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date   |
| May 25, 2006, on file in the office of the Clerk of the Superior Court of   |
| Effingham County, in Deed Book 1460 page 350.   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request |
| Owner's signature Randal D Tebeau   |
| Owner's signature Pesa D. Doleau  Print Name Lisa a Tebeau  |
| Print Name Lisa a Tebean  |
| Owner's signature   |
| Print Name  |
| Sworn and subscribed before me this 24 day of October, 20 22.   |
| Anda Ulur Jacobi Notary Public, State of Georgia Arkansas  OFFICIAL SEAL Linda Weir Jacobi No. 12717869   |
| POLK COUNTY My Commission Expires 1/20/2032   |

# **AUTHORIZATION OF PROPERTY OWNER**

| I, Randal Tebeau , being duly sworn upon his/her oath, being of  |
|--|
| sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia   |
| subject matter of the attached application, as is shown in the records of Ethnigham County, Georgia  |
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved. |
| Name of Applicant/Agent: Sheldon Tebeau  |
| Applicant/Agent Address: 1/8 Dixie Dr.   |
| City: Springfield State: GA Zip Code: 31329  |
| Phone: Email:  |
| Owner's signature Related Bail Bleau   |
| Print Name Randal D Tebeau Lisa G Tebeau   |
|  |
| Personally appeared before me Kandal Diebeau (Owner print)   |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  |
| Sworn and subscribed before me this 24 day of October, 20 22.  |
| Girda Weir Jacobi  |
| Notary Public, State of Georgia Arkansas   |
| OFFICIAL SEAL  Linda Weir Jacobi  No. 12717869  POLK COUNTY  My Commission Expires 1/20/2032   |

# **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 224 page  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Shellon S. Telseau Estate Print Name Shaldon J. Telseau  |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this 18 day of Oldober, 20 22.  |
| Notary Public, State of Georgia  |

000350

Court

COUNTY OF EFFINGHAM

(SEAL)

05 JUN 1 AM 11:08

ELIZACETH Z. HURSEY CLERK E.C.C.S.C.

Litinguary County, Georg Real Estate Transfer Tax

RETURN TO: REDDICK & EXLEY ATTORNEYS AT LAW P.O. BOX 385 SPRINGFIELD, GA 31329

STATE OF GEORGIA

THIS INDENTURE, Made the 25 day of May, 2006, between RANDAL D. TEBEAU of the FIRST PART, and RANDAL D. TEBEAU and LISA GRAY TEBEAU of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the City of Springfield, 11th G.M. District, Effingham County, Georgia, containing 1.01 acres, more or less, being a portion of the Sidney E. Bazemore Estate that is shown and more particularly described by the plat of survey made by Wilder Surveying & Mapping, dated March 13, 1985, recorded in the of the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 19, page 169, which is incorporated into this description by specific reference thereto.

AND, ALSO, a non-exclusive perpetual access easement for ingress and egress to and from the above described property and Georgia Highway 21, along and within that access road 30 feet wide which is shown and delineated on the plat of survey hereinabove referred to.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereunto the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the FIRST PART, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the SECOND PART, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

RANDAL D. TEBEAU

Signed, sealed and delivered in the presence of:

Notary Public

#### STATE OF GEORGIA

| IN RE: ESTATE OF   | ) |            |            |
|--------------------|---|------------|------------|
|                    | ) |            |            |
| Patricia B Tebeau, | ) | ESTATE NO. | 2022-8765W |
| DECEASED           | j |            |            |

# LETTERS TESTAMENTARY

(Relieved of filing returns)

At a regular term of probate court, the last will and testament dated 05/18/1998 (and codicil(s) dated) of the above named decedent, who was domiciled in this county at the time of his or her death or was domiciled in another state but owned property in this county at the time of his or her death, was legally proven in solemn form to be the decedent's will and was admitted to record by order, and it was further ordered that Sheldon S Tebeau, named as executor(s) in said Will, be allowed to qualify, and that upon so doing, letters testamentary be issued to such executor(s).

THEREFORE, the executor(s), having taken the oath of office and complied with all necessary prerequisites of the law, is/are legally authorized to discharge all the duties and exercise all powers of executor(s) under the will of said decedent, according to the decedent's will and the law.

Given under my hand and official seal, the Hay of day of

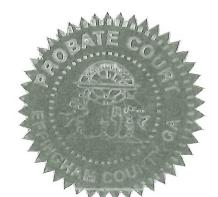
plen 6 20 2 2

Judge of the Probate Court

The following must be signed if the judge does not sign the original of this document:

Issued by:

Clerk of the Probate Court



1325 0 SITE NOT 1120 S LAUREL STREET CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN) IRS IRS S-78 09 39-E 03890034 PATRICA B TEBEAU ESTATE N-22 19 40-E 73.10' RECOMBINATION SURVEY WITH MAP & PARCEL 03890035 NOW 1.46 AC. OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. MAP & PARCEL 03890034 0.45 AC RECOMBINATION OF A PORTION OF NOTE: SUBJECT PROPERTY IS A LEGEND:

400 EBENEZER BLUFF S/D UNDER CONSTRUCTION S115A000 SCALE: 1" - 200' 'S1.025 W00 屛 03890034 200 R 00 **⊅0-S** 03890035 N.O.S FN-77 59 20-W NOW 1.46 ACRES 170.31 EXISTING 20' WIDE ACCESS ESMIT GEORGIA HWY 21 RWY VARIES .88.832 .35\_.30±N IRA S-21 30 30-W S-40 59 20-W 303.00' 282.92 PATRICA B TEBEAU ESTATE NOW 81.42 ACRES S00 30 20-E 292.76 03890034 S-19 59 20-W 447.19'

SCALE VICINITY MAP

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR

DATE

Based upon the representations of the engineer/surveyor whose seal is offised hereto and supplementory information provided, this tot is NOT operatored for construction development. This lot has NOT been evolutated for compliance with the requirements of Rules of the Deportment of Public PLAII, chopter 511-3-1. THIS APPROVAL IS VOID of THE PELOW.

Signing Authority

Title

Dote

RECOMBINATION SURVEY

RANDAL D. & LISA G. SURVEY FOR

& PARCEL 03890035 FMR 1.01 AC 03890034( 0.45 AC. ) WITH MAP A PORTION OF MAP & PARCEL A RECOMBINATION SURVEY OF NOW 1.46 ACRES TEBEAU

LOCATED IN THE 11TH. G.M.D. EFFINGHAM COUNTY, GEORGIA

RTEBU.DGN OCT2022 PLAT DRAWN 10 OCT 2022 SURVEYED 10 OCT 2022

PB-01 PAGE 70 PB-19 PAGE 169 PB-29 PAGE 275 REFERENCES:

able to No. 10, Michie

22.200

by operoval eartification, injusticers, stimms, or statements hereen. Such operoval or or firmfactions should be confirmed with the confirmed to property surveys in Consider with the confirmed beautiful to the Proteins of the Confirmed Board of set forth in O.C.G.A. Section 15-6-67. (I) As registed by subsection (d) of O.G.G.A. Section 15-6-67, this post how because the subsection of the superved by dispositive local functional error assumption of the subsection of the subsection of the subsection of the subsection is posterois a posterior and subsection is because of confirmed with the coppositive subsection about the confirmed with the coppositive ground to distribute about the confirmed with the coppositive governmental bedien by one purchaser or user of

SURVEYORS CERTIFICATION

ADOLPH N. MICHELIS & ASSO. 736 SANDY RIDGE ROAD SYLVANIA, GEORGIA 30467 PH. (912) 829 3972

1:24,000 PLAT NOT ADJUSTED

ERROR OF CLOSURE

PROPERTY LINE CONC MON. FOUND NOW OR FORMERLY POWER POLE

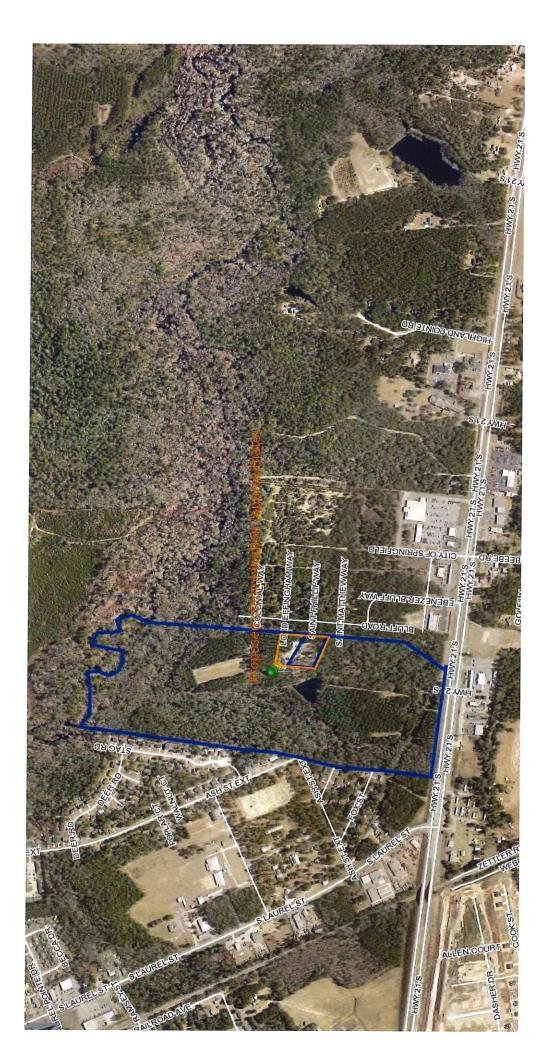
F N F

%" REBAR FOUND %" REBAR SET

EQUIP. USED TOTAL STATION

TOPCON 303

# 1271/1273 S Highway 21



ArcGIS Web AppBuilder Maxar | Esri., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data-download.html |

Maxar

B-3

R-4

AR-2

Roads

514

# 0.8 km 0.5 mi 1:18,056 0.25 Other R-6 R-2 R-1 Municipal Boundaries Effingham County Zoning AR-1 10/24/2022, 10:39:54 AM Parcels2020

1271/1273 S Highway 21

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:



Of the rezoning request by applicant **Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau – (Map # 389 Parcels# 34&35)** from **AR-1** to **AR-2** zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?



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The Effingham County Planning Commission recommends:

APPROVAL

Of the rezoning request by applicant Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau – (Map # 389 Parcels# 34&35) from AR-1 to AR-2 zoning.

Yes



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?



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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# KV

# **CHECK LIST:**

The Effingham County Planning Commission recommends:

| APPROVAL | DISAPPROVAL |
|----------|-------------|

Of the rezoning request by applicant Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau – (Map # 389 Parcels# 34&35) from AR-1 to AR-2 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
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The Effingham County Planning Commission recommends:

APPROVAL\_\_\_\_ DISAPPROVAL\_\_

Of the rezoning request by applicant Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau – (Map # 389 Parcels# 34&35) 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?

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:



Of the rezoning request by applicant Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau – (Map # 389 Parcels# 34&35) from AR-1 to AR-2 zoning.

Yes 1. Is this proposal inconsistent with the county's master plan?

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

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

Yes So Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes 7. Are nearby residents opposed to the proposed zoning change?

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

BKS. 11/21/22.

## Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Sheldon Tebeau as Agent for Randal Tebeau & the Estate of Patricia Tebeau requests to rezone 1.46 of 82.84 acres from AR-1 to AR-2 to allow for a recombination of parcels. Located at 1271 & 1273 Highway 21. Map# 389 Parcels# 34 & 35

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.46 of 82.84 acres from **AR-1** to **AR-2** to allow for a recombination of parcels, with conditions.

# **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant is adding .45 acres to an existing non-conforming 1.01-acre parcel. The new parcel will be 1.46 acres, and therefore must be rezoned to AR-2
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 1.46 of 82.84 acres from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins and carried unanimously

# **Alternatives**

- **1. Approve** the request to **rezone** 1.46 of 82.84 acres from **AR-1** to **AR-2**, with the following conditions:
  - 1. The lots shall meet the requirements of the AR-2 zoning district.
  - 2. Recombination subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request to rezone 1.46 of 82.84 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

# AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 389-34 & 35

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  $389\text{-}34\ \&\ 35$ 

## 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 SHELDON TEBEAU AS AGENT FOR RANDAL TEBEAU has filed an application to rezone one and forty-six hundredth (1.46) +/- acres; from AR-1 to AR-2 to allow for a recombination of parcels; map and parcel number 389-34 & 35, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT one and forty-six hundredth (1.46) +/- acres; map and parcel number 389-34 & 35, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

- 1. The lots shall meet the requirements of the AR-2 zoning district.
- 2. Recombination subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

| All ordinances or part of ordinances in | n conflict herewith are | hereby repealed.                                    |
|---|-------------------------|---|
| This day of                             | , 20                    |   |
|   |                         | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|   |                         | BY: WESLEY CORBITT, CHAIRMAN                        |
| ATTEST:                                 |                         | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON<br>COUNTY CLERK       |                         |   |

# **Staff Report**

**Subject:** Rezoning (Fourth District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Ernest Zipperer requests to rezone 14.82 acres from AR-1 to AR-2 to allow for

combination with an adjacent parcel. Located at 1796 Blue Jay Road. Map# 394 Parcel# 12

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 14.82 acres from **AR-1** to **AR-2** to allow for combination with an adjacent parcel, with conditions.

# **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
  - The applicant proposes to combine the 14.82-acre parcel with adjacent Map/Parcel 394-12A, for tax purposes, therefore the zoning of the two parcels must match.
  - Due to fact that there will not be a combination plat, and 394-12A is 1.10 acres, which does not meet the acreage minimum for the AR-1 zoning district, the 14.82-acre parcel must be rezoned to AR-2.
  - At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 14.82 acres from AR-1 to AR-2 to allow for combination with an adjacent parcel, with the following condition:
    - 1. The lot shall meet the requirements of the AR-2 zoning district.
  - The motion was seconded by Peter Higgins and carried unanimously.

#### **Alternatives**

- **1. Approve** the request to **rezone** 14.82 acres from **AR-1** to **AR-2**, with the following conditions:
  - 1. The lot shall meet the requirements of the AR-2 zoning district.
- 2. Deny the request to rezone 14.82 acres from AR-1 to AR-2

Recommended Alternative: 1 Other Alternatives: 2

**Department Review:** Development Services **FUNDING:** N/A **Attachments:** 1. Rezoning application and checklist 4. Deed

Ownership certificate/authorizationAerial photograph

3. Plat

# <u>ATTACHMENT A – REZONING AMENDMENT APPLICATION</u>

|  | Application Date: 10-14-22   |
|--|--|
| Applicant/Agent: Ernest Zippe                | (LC  |
| Applicant Email Address: expestzif           |  |
|  | 912-213-9308   |
| Applicant Mailing Address: 1790 B            | due Jay Road   |
|  | State: 6A Zip Code: 31326  |
| Property Owner, if different from above:     | Ernest Zipperer Include Signed & Notarized Authorization of Property Owner |
| Owner's Email Address (if known):            | restzipperer 52 @ gmail. com   |
|  | 112-213-9308   |
| Owner's Mailing Address: 1790 B              | lux Jay Rd   |
| <b>A</b>                                     | State: <u>GA</u> Zip Code: <u>31326</u>                                    |
| Property Location: 1794 Blue                 | Jay Rd Rincon, GA 31326  |
| Proposed Road Access: Blue Jay               |  |
| Present Zoning of Property:AR                | Proposed Zoning: AR+ ARA  Total Acres: Acres to be Rezoned:                |
| Lot Characteristics: home                    |  |
| WATER  | SEWER  |
| Private Well                                 | Private Septic System  |
| Public Water System                          | Public Sewer System  |
| If public, name of supplier:                 |  |
| Justification for Rezoning Amendment:        | tax purposes (compine with 394-12A   |
| List the zoning of the other property in the |  |
| North ARI South ARI                          |  |

| 1. Describe the current use of the property you wish to rezone.   |
|---|
| residential   |
|   |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  |
| ho  |
| 3. Describe the use that you propose to make of the land after rezoning.  |
| Cruitige  |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  agricultural and residential  |
|   |
| 5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?  Continue residential and agricultural use    |
|   |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive of burdensome use of existing streets, transportation facilities, utilities, or schools? |
|   |
|   |
|   |
| Applicant Signature: Emest Zippere Date 10/14/22  |

X

# **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| i, (we) the undersigned, do nerby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| 8-12-22 , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 1830 page 327.  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.   |
| Owner's signature Eurost W. Bipperer   |
| Print Name Ernest W. Zipperer  |
| Owner's signature Ernest W. Zipperer   |
| Print Name Frnest WZipperer  |
| Owner's signature  |
| Print Name   |
|  |
| Sworn and subscribed before me this 4th day of Other, 20 22.   |
| Notary Public, State of Georgia  |
| June 2, 2024  June 2, 2024  AGHAM CONTINUE  MACHAM CONTIN |

Item XVII. 11.

DOC# 011007
FILED IN OFFICE
12/31/2019 03:09 PM
BK:2565 PG:556-557
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT

PT-101051-2019-003523

After recording return to: THE RATCHFORD FIRM P.O. Box 1039, Springfield, Georgia 31329 STATE OF GEORGIA

19-558

COUNTY OF EFFINGHAM

**QUITCLAIM DEED** 

THIS INDENTURE, made this day of December, 2019, between CODY ERNEST ZIPPERER AND CHAD WILLIAM ZIPPERER, residents of the State of Georgia, as Party of the first part, hereinafter called Grantor, and ERNEST W. ZIPPERER., resident of the State of Georgia, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of 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 Grantee, its successors and/or assigns, all of his/her right, title, and interest in and to the following described property, to wit:

All that certain lot, tract and parcel of land situate, lying and being in the 9<sup>th</sup> G.M. District, Effingham County, Georgia, containing 4.00 acres, more or less, known as Parcel 5 B-2, that is shown and more particularly described by the plat of survey made by Jeffrey Wayne Mock, R.L.S. #2992, dated December 6, 2008, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet D, slide 39C-1, which is incorporated into this description by specific thereto.

This being a portion of the property conveyed by Ernest W. Zipperer to Cody Ernest. Zipperer and Chad William. Zipperer as evidenced by that certain Deed dated December 23, 2009 and recorded in Deed Book 1906, page 178, aforesaid records.

SUBJECT TO any valid easements, restrictive covenants and public rights-of-way of record.

Said property has a current (2019) property tax identification number in the Office of the Tax Assessor of Effingham County, Georgia of 03940-014-CUV.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

TITLE NOT EXAMINED BY SCRIVENER

Signed this day of December, 201

CODY ERNEST ZIPPERER

(SEAL)

. 7

CHAD WILLIAM ZIPPERER

(SEAL)

NOTARY PUBLIC

Commission Expires: 8 25

22

S

# BK:2809 PG:623-625 D2022009558

FILED IN OFFICE CLERK OF COURT 09/21/2022 10:42 AM JASON E. BRAGG, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

3883633903 PARTICIPANT ID Jaron E. Bragg PT-61 051-2022-002833

File No.

After recording return to: The Ratchford Firm P.O. Box 1039, Springfield, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

**QUITCLAIM DEED** 

THIS INDENTURE, made this \( \frac{\text{\text{M}}^2}{\text{toperer}} \) day of August, 2022 between Chad William Zipperer of Effingham County, Georgia (collectively, hereinafter referred to as "Grantor"), as party or parties of the first part, and Ernest W. Zipperer, of Effingham County, Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of 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 Grantee, his heirs, executors, administrators and assigns, all of his right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 1.10 acres, more or less, that is shown and more particularly described by the plat of survey made by Jeffrey Wayne Mock, R.L.S. #2992, dated November 19, 2008, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, slide 17 E-1, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Ernest W. Zipperer and Sharon Z. Robinson to Chad William Zipperer as evidenced by that certain Deed of Gift dated December 30, 2008 recorded in Deed Book 1830, page 327, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights of way of record.

TOGETHER with non-exclusive rights in and to the full enjoyment of that certain Sixty (60) foot wide road easement shown on the abovereferenced plat running from

111

Blandford Road & Blue Jay Road to the easternmost property line of the 1.10 acre tract as shown and described in Plat Cabinet D, Slide 17 E-1, said easement conveyed hereunder for the purpose of ingress, egress and for the location of any and all utility installations benefiting the said property and maintenance of same.

Said property has a current property tax identification number of 03940012A00 with a street address of 1794 Blue Jay Road, Guyton, Georgia, 31312.

AND ALSO, All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 9.00 acres, more or less, known as Parcel 3B, that is shown and more particularly described by the plat of survey made by Jeffrey Wayne Mock, R.L.S. #2992, dated December 6, 2008, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, slide 39C-1 which is incorporated into this description by specific reference thereto.

Together with a right of way at all points being 60 feet in width and extending westerly from the easternmost boundary line as shown on the hereinreferenced plat extending east and north from the 1.10 acre tract shown and more particularly described on that certain plat recorded in Plat Cabinet D, Slide 17 E-1, all as shown on the certain plat dated December 6, 2008, it being the intention of both Grantors to convey this property in fee simple to Grantee so as to connect the smaller 1.10 acre and the above referenced Parcel 3 B in fee simple and to convey all interest of Grantor, except as reserved in said 60 foot strip such that Grantee is the owner in fee simple of the described 60 foot right of way.

SUBJECT HOWEVER to all restrictive covenants, easements and rights of way of record.

TOGETHER with non-exclusive rights in and to the full enjoyment of that certain Sixty (60) foot wide road easement shown on the abovereferenced plat running from County Road 156 (Blandford Road) to the southeasternmost property line of the 1.10 acre tract as shown and described in Plat Cabinet D, Slide 17 E-1, said easement conveyed hereunder for the purpose of ingress, egress and for the location of any and all utility installations benefiting the said property and maintenance of same.

RESERVING unto Grantor the right of easement over, across, and under the said 60 foot right of way for any and all purposes.

Said property has a current property tax identification number 03940015A00.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, said GRANTOR has signed and sealed this Deed, the day and year first above written.

\*\*\*Title Not Examined by Scrivener\*\*\*

Chad William Zipperer

(SEAL)

Signed, sealed and delivered this 12th day of August, 2022, in the presence of:

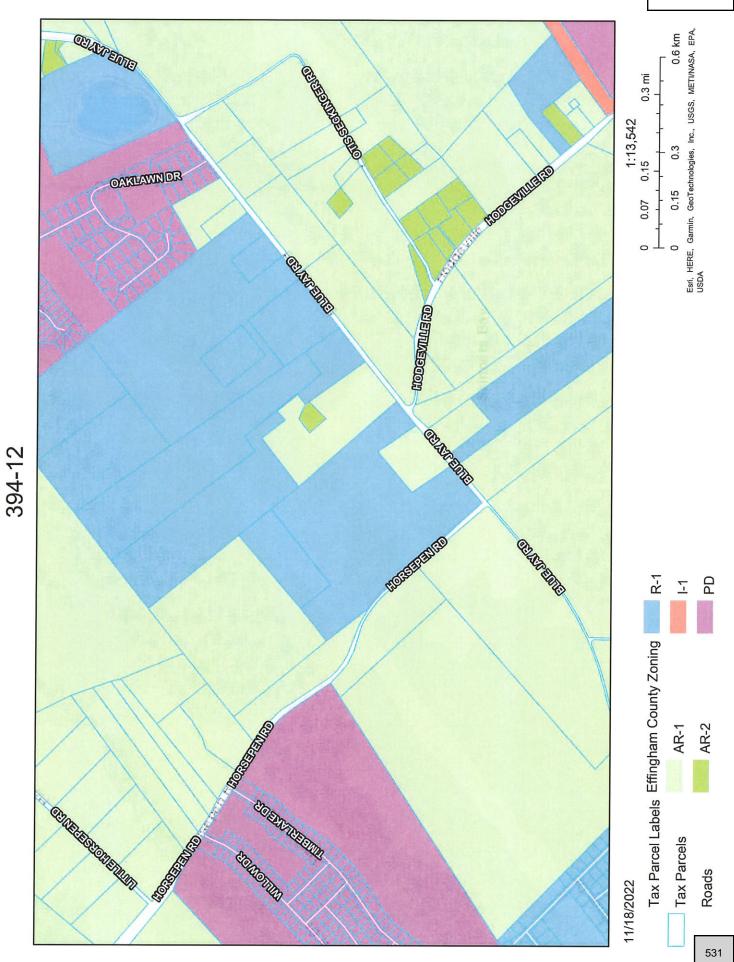
Unofficial With

Notary Publi

My Commission Expires:

[NOTARY SEAL]





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:



Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 12) from <u>AR-1</u> to <u>AR-2</u> 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?



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:

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 12) from AR-1 to AR-2 zoning.



1. Is this proposal inconsistent with the county's master plan?



? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



3? 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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



? 7. Are nearby residents opposed to the proposed zoning change?

8. Do other conditions affect the property so as to support a decision against the proposal?



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:

PPROVAL X

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 12) from AR-1 to AR-2 zoning.



1. Is this proposal inconsistent with the county's master plan?



2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?

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:

# N/

# CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 12) from  $\underline{AR-1}$  to  $\underline{AR-2}$  zoning.

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

APPROVAL\_X DISAPPROVAL

The Effingham County Planning Commission recommends:

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 12) 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 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?

No. 3 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

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

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

Yes No 2 8. Do other conditions affect the property so as to support a decision against the proposal?

11/21/22 BKS,

# **Staff Report**

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Ernest Zipperer requests to rezone 14.82 acres from AR-1 to AR-2 to allow for

combination with an adjacent parcel. Located at 1796 Blue Jay Road. Map# 394 Parcel# 12

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 14.82 acres from **AR-1** to **AR-2** to allow for combination with an adjacent parcel, with conditions.

# **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
  - The applicant proposes to combine the 14.82-acre parcel with adjacent Map/Parcel 394-12A, for tax purposes, therefore the zoning of the two parcels must match.
  - Due to fact that there will not be a combination plat, and 394-12A is 1.10 acres, which does not meet the acreage minimum for the AR-1 zoning district, the 14.82-acre parcel must be rezoned to AR-2.
  - At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 14.82 acres from AR-1 to AR-2 to allow for combination with an adjacent parcel, with the following condition:
    - 1. The lot shall meet the requirements of the AR-2 zoning district.
  - The motion was seconded by Peter Higgins and carried unanimously.

#### **Alternatives**

- 1. Approve the request to rezone 14.82 acres from AR-1 to AR-2, with the following conditions:
  - 1. The lot shall meet the requirements of the AR-2 zoning district.
- 2. Deny the request to rezone 14.82 acres from AR-1 to AR-2

Recommended Alternative: 1 Other Alternatives: 2

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

**Attachments:** 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

COUNTY CLERK

# AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 394-12

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 394-12

## 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 ERNEST ZIPPERER has filed an application to rezone fourteen and eighty-two hundredth (14.82) +/- acres; from AR-1 to AR-2, to allow for combination with an adjacent parcel; map and parcel number 394-12, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT fourteen and eighty-two hundredth (14.82) +/- acres; map and parcel number 394-12, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following condition:

1. The lot shall meet the requirements of the AR-2 zoning district.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

| This, 20         | _   |
|------------------|---|
|                  | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                  | BY: WESLEY CORBITT, CHAIRMAN                        |
| TTEST:           | FIRST/SECOND READING:                               |
| TEPHANIE JOHNSON |   |

# **Staff Report**

**Subject:** Rezoning (Fourth District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Ernest Zipperer requests to rezone 80.90 acres from R-1 to AR-1 to allow for

combination with an adjacent parcel. Located at 835 Horsepen Road. Map# 394 Parcel# 15

# **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 80.90 acres from **R-1** to **AR-1** to allow for combination with an adjacent parcel, with conditions.

# **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This parcel was part of a rezoning to R-1, approved on August 1, 2006, for a proposed single-family residential subdivision which was never developed. Rezoning to AR-1 will allow the parcel to reflect its current use. The parcel exceeds the minimum 5 acres required for the AR-1 zoning district.
- The applicant proposes to combine the 80.90-acre parcel with an adjacent, 10.03 AR-1 parcel, Map/Parcel 394-14, for tax purposes, therefore the zoning of the two parcels must match.
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 80.90 acres from R-1 to AR-1 to allow for combination with an adjacent parcel, with the following condition:
  - 1. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Peter Higgins and carried unanimously.

#### **Alternatives**

- 1. Approve the request to rezone 80.90 acres from R-1 to AR-1, with the following conditions:
  - 1. The lot shall meet the requirements of the AR-1 zoning district.
- 2. Deny the request to rezone 80.90 acres from R-1 to AR-1

Recommended Alternative: 1 Other Alternatives: 2

**Department Review:** Development Services **FUNDING:** N/A **Attachments:** 1. Rezoning application and checklist 3. Deed

2. Ownership certificate/authorization 4. Aerial photograph

# <u>ATTACHMENT A – REZONING AMENDMENT APPLICATION</u>

|   | Application Date: 10/14/22                              |
|---|---|
| Applicant/Agent: Ernest Zipperer  |   |
| Applicant Email Address: Prinestzippe   | erer 52 agmail, com                                     |
| Phone # 9/2 -   | 213-9308  |
| Applicant Mailing Address: 1790 Blue Jay Rd   |   |
| City: Rincon St   | ate: <u>6A</u> Zip Code: <u>31326</u>                   |
| Property Owner, if different from above:  | de Signed & Notarized Authorization of Property Owner   |
| Owner's Email Address (if known):Same   |   |
| Phone # _ Sam   | <u>e</u>  |
| Owner's Mailing Address:Same  |   |
| City: Sta   |   |
| Property Location:  |   |
| Present Zoning of Property: XR 1  Tax Map-Parcel # 394 - 15  Tota                         | Proposed Zoning: AR \ 80.90 Acres: Acres to be Rezoned: |
| Lot Characteristics: agricultural   | and residential   |
| WATER   | SEWER   |
| Private Well  | Private Septic System                                   |
| Public Water System   | Public Sewer System                                     |
| If public, name of supplier:  |   |
| Justification for Rezoning Amendment: +ax purposes (tax combination                       |   |
| List the zoning of the other property in the vicinity of the property you wish to rezone: |   |
| North RI South RI East RI West RI   |   |

| 1. Describe the current use of the property you wish to rezone.  |
|--|
| agricultural and residential   |
|  |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?   |
|  |
| 3. Describe the use that you propose to make of the land after rezoning.   |
| - Charge   |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  agricultural and residential   |
| 3  |
| 5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?  White residential and agricultural use      |
|  |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive o burdensome use of existing streets, transportation facilities, utilities, or schools? |
|  |
|  |
|  |
| Applicant Signature: Emest Zipper Date 10/14/22  |

X

### **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed   |
|---|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date   |
| 12/27/2019, on file in the office of the Clerk of the Superior Court of   |
| Effingham County, in Deed Book 1906 page 178.   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.  |
| Owner's signature Ernest W. Biffere   |
| Owner's signature Ernest W. Ripperer  Print Name Ernest Wa Tipperer   |
| Owner's signature   |
| Print Name  |
| Owner's signature   |
| Print Name  |
| Sworn and subscribed before me this   |
| Notary Public, State of Georgia  Notary Public, State of Georgia  Notary Public, State of Georgia   |
| A PUBLICOLLE DE LA COLLEGA DE |



X

### **AUTHORIZATION OF PROPERTY OWNER**

I, <u>Ernest W. Z. pperer</u>, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved. Name of Applicant/Agent: Tudith D. Zipperer Applicant/Agent Address: 1886 Blue Jay Road City: <u>Gay toh</u> State: <u>Ga</u> Zip Code: <u>3/3/2</u>
Phone: <u>912-655-5839</u> Email: <u>Judith Z 46 @ aol. Com</u> Owner's signature Emest W. Zipperen Print Name Ernest W. Zipperer Personally appeared before me \_\_\_\_\_\_(Owner print) Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief. Sworn and subscribed before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20 Notary Public, State of Georgia

After recording return to: THE RATCHFORD FIRM P.O. Box 1039, Springfield, Georgia 31329 STATE OF GEORGIA

19-558

COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made this day of December, 2019, between CHAD W. ZIPPERER AND CODY E. ZIPPERER, residents of the State of Georgia, as Party of the first part, hereinafter called Grantor, and ERNEST W. ZIPPERER., resident of the State of Georgia, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of 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 Grantee, its successors and/or assigns, all of his/her 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 9<sup>th</sup> G.M. District of Effingham County, Georgia, containing Six and Two Hundredths (6.02) acres, more or less, and being known and designated as Parcel Four (4) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the southwest, northwest and northeast by Parcel 3, as shown on said plat hereinafter referred to and on the southeast by Blandford Public Road.

This being a portion of the property conveyed by William H. Zipperer to Chad W. Zipperer and Cody E. Zipperer as evidenced by that certain Deed dated October 26, 1990 and recorded in Deed Book 285, page 644, aforesaid records

SUBJECT TO any valid easements, restrictive covenants and public rights-of-way of record.

Said property has a current (2019) property tax identification number in the Office of the Tax Assessor of Effingham County, Georgia of 03940-014-000.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

TITLE NOT EXAMINED BY SCRIVENER

Signed this 27 day of December, 2019 in the presence of:

WITNESS

NOTART PUBLIC

Commission Expires: 10/21/2023

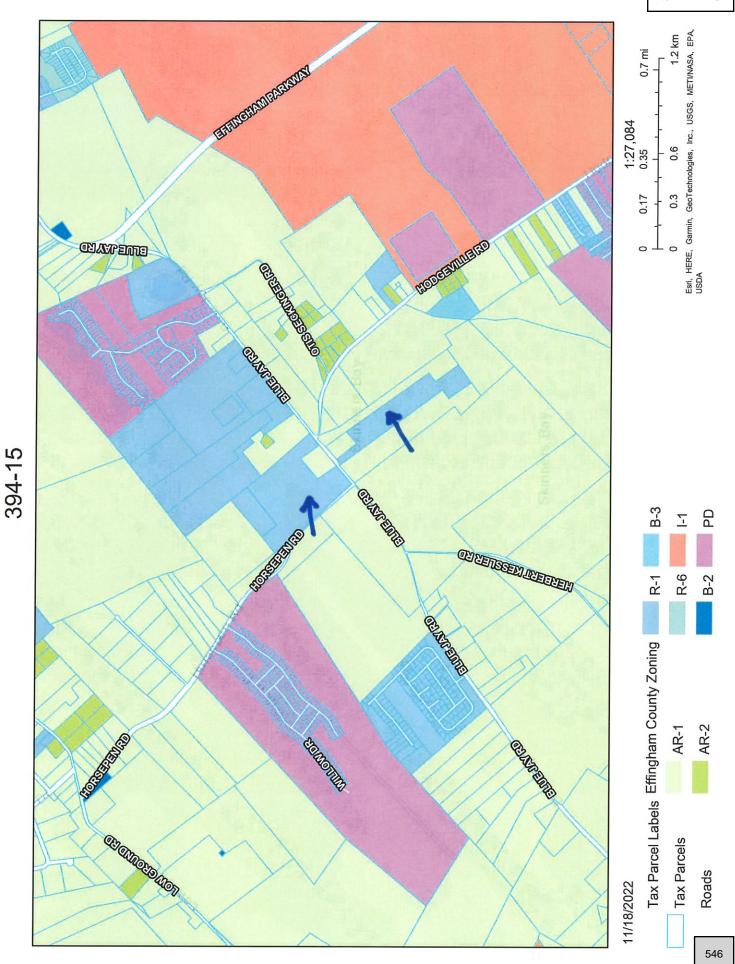
(Affix Notary Seal)

See attached (SEAL)

CODY E ZIPPERED (SE

OFFICIAL SEAL
TOYNIA EDMOND
NOTARY PUBLIC-GEORGIA
CHEROKEE COUNTY
My Comm. Expires 12/21/2013

### 394-15



### 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:

| Car        |             |
|------------|-------------|
| APPROVANTA | DISAPPROVAL |

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 15) from R-1 to AR-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?



### 9.5 <u>EFFINGHAM COUNTY REZONING CHECKLIST</u>

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 Plann | ing Commission recommends: |
| APPROVAL V                 | DISAPPROVAL                |

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 15) from  $\underline{R-1}$  to  $\underline{AR-1}$  zoning.



1. Is this proposal inconsistent with the county's master plan?



2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?



### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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



### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL\_\_\_\_\_ DISAPPROVAL\_\_\_\_

Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 15) from R-1 to AR-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate: CHECK LIST: The Effingham County Planning Commission recommends: DISAPPROVAL Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 15) from R-1 to AR-1 zoning. Yes 1. Is this proposal inconsistent with the county's master plan? 2. Could the proposed zoning allow use that overload either Yes existing or proposed public facilities such as street, utilities or schools? 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? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning? 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? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property? 7. Are nearby residents opposed to the proposed zoning change? Yes 8. Do other conditions affect the property so as to support a decision against the proposal?

### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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:



Of the rezoning request by applicant Ernest Zipperer – (Map # 394 Parcel# 15) from R-1 to AR-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes 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. 2.4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No 2 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No. 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS. 11/21/22.

### **Staff Report**

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Ernest Zipperer requests to rezone 80.90 acres from R-1 to AR-1 to allow for

combination with an adjacent parcel. Located at 835 Horsepen Road. Map# 394 Parcel# 15

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 80.90 acres from **R-1** to **AR-1** to allow for combination with an adjacent parcel, with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This parcel was part of a rezoning to R-1, approved on August 1, 2006, for a proposed single-family
  residential subdivision which was never developed. Rezoning to AR-1 will allow the parcel to reflect its
  current use. The parcel exceeds the minimum 5 acres required for the AR-1 zoning district.
- The applicant proposes to combine the 80.90-acre parcel with an adjacent, 10.03 AR-1 parcel, Map/Parcel 394-14, for tax purposes, therefore the zoning of the two parcels must match.
- At the November 21, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 80.90 acres from R-1 to AR-1 to allow for combination with an adjacent parcel, with the following condition:
  - 1. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Peter Higgins and carried unanimously.

### **Alternatives**

- 1. Approve the request to rezone 80.90 acres from R-1 to AR-1, with the following conditions:
  - 1. The lot shall meet the requirements of the AR-1 zoning district.
- 2. Deny the request to rezone 80.90 acres from R-1 to AR-1

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Zoning Map Amendment

### STATE OF GEORGIA EFFINGHAM COUNTY

COUNTY CLERK

### AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 394-15

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 394-15

### 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 ERNEST ZIPPERER has filed an application to rezone eighty and ninety hundredth (80.90) +/- acres; from R-1 to AR-1, to allow for combination with an adjacent parcel; map and parcel number 394-15, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT eighty and ninety hundredth (80.90) +/- acres; map and parcel number 394-15, located in the 4<sup>th</sup> commissioner district is rezoned from R-1 to AR-1, with the following conditions:

1. The lot shall meet the requirements of the AR-1 zoning district.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

| This da          | ay of    | , 20 |   |
|------------------|----------|------|---|
|                  |          |      | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                  |          |      | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:          |          |      | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSO | <u>N</u> |      |   |

### **Staff Report**

**Subject:** Conditional Use (Fifth District) **Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Gregory Edward Smithey requests a conditional use for a rural business. Located

at 631 Ebenezer Road, zoned AR-2. Map# 446 Parcel# 45

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use**, to allow for a **rural business**, with conditions.

### **Executive Summary/Background**

- The request for Rural Business Conditional Use is a requirement of Appendix C Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  - o Intent the proposed business will sell bait, tackle, and will retail pre-owned goods.
  - Structure the business will operate out of an existing accessory structure. This structure is compliant with building setbacks.
  - Square footage The approximate square footage of the accessory structure is less than 1,000 square feet.
  - Public Road Frontage the property has frontage on Ebenezer Road.
  - O Acreage (3 minimum) the property is 2.57 acres. This falls short of the required 3-acre minimum, however, the applicant has requested to consider (and the current owner supports) the adjacent 1-acre parcel (Map/Parcel: 446-43) as part of the 3 acres, as it is family land which once belonged to the applicant. Similar consideration to address acreage shortage for a rural business occurred in a rural business approved on 6/1/2020.
- The applicant proposes to operate during daylight hours, Monday-Saturday. Estimated customer traffic is a maximum of 6 cars during peak hours.
- The proposed business poses minimum impact to surrounding properties
- At the November 21, 2022 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **conditional use** for a **rural business**, with the following conditions:
  - 1. Operation of the retail business will fully comply with Section 3.15B Rural Business
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the rural business.
  - 3. All structures on the property shall conform to building setback requirements.
- The motion was seconded by Alan Zipperer and carried unanimously

### **Alternatives**

- **1. Approve** the request for a **conditional use**, to allow for a **rural business**, with the following conditions:
  - Operation of the retail business will fully comply with Section 3.15B Rural Business
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the rural business.
  - 3. All structures on the property shall conform to building setback requirements.
- 2. Deny the request for a conditional use, to allow a rural business

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

Attachments: 1. Conditional Use application 3. Aerial photograph

2. Ownership certificate/authorization

### ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: October 14,22 Applicant/Agent: Gregory Edward Smithey Applicant Email Address: \_\_\_\_NONE Phone # 912-704-7188 Applicant Mailing Address: 631 Ebenezer Road Rin CON GA 31326 Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner Owner's Email Address (if known): \_\_\_ Phone # Owner's Mailing Address: Property Location\_ Present Zoning of Property AP2 Tax Map-Parcel #446-45 Total Acres 2. 57 CONDITIONAL USE REQUESTED: Section 3.15A - RESIDENTIAL BUSINESS See Section 3.15A for requirements Section 3.15B - RURAL BUSINESS See Section 3.15B for requirements OTHER (provide relevant section of code): Reason: Business requires Customers on site and USE of secondary structure Applicant Signature: <u>Uneguy Edward Smithey</u> Date October 14, 22

### **ATTACHMENT B - OWNERSHIP CERTIFICATION**

X

| 1, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed   |
|---|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date   |
| December 18, 1993, on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 347 page 691   |
| I hereby certify that I am the owner of the property being proposed for Conditional Use approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Beverly Smithy  |
| Print Name Bzy ERLY Smithey   |
| Owner's signature Gregg Edward Smithey  |
| Print Name Gregory Edward Smithey   |
| Owner's signature   |
| Print Name  |
| Sworn and subscribed before me this 14th day of October, 20 22.   |
| Notary Public, State of Georgia  |

BOOK 347 PAGE 691
RECORDED 12-20 1993
Elizabeth 3. Housey
CLERK SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the day of December, 1993, the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection he has for his wife, the said SECOND PARTY herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said party of the SECOND PART, her heirs and assigns, all of the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing Two and two-tenths (2.2) acres, more or less, shown and more particularly described by that map or plan thereof made by Paul Weitman, dated May 9, 1963 (showing 1.9 acres, more or less) recorded in the Probate Court of Effingham County, Georgia, in Surveyor's Record Book "1", page 3 which is bounded on the north by lands of Effie S. Youmans; on the east by lands belonging to Southern Bell Telephone and Telegraph Company and lands of J. H. McCall and K. T. McCall; on the south by Georgia Highway Number 275, and on the west by lands belonging to Continental Can Company.

This being the same property conveyed by Mrs. Effie (Zipperer) Youmans to Walter Zobel in that deed recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 135, page 93, and subsequently conveyed by Helvin E. Smithey to Melba L. Smithey by deed recorded in Deed Book 182, page 455, aforesaid recorde; and the same includes those parcels of land described in the deeds recorded in Deed Book 146, page 169, and Deed Book 148, page 121.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said in FEE-SIMPLE.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

Klaca & Smither ISEAL (SEAL

Signed, sealed and delivered in the presence of:

Unossicial Without Public Public 2-15-93

NOTARY PUBLIC ST

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GLERK'S OFFICE

193 DEC 20 AM 9 22

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557

. ; .

October 20, 2022

To Whom It May Concern,

Greg Smithey has my permission to use a portion of my property, if needed, for his yard sale located at 631 Ebenezer Road-Rincon, Georgia. Any problems or questions, please feel free to call. (912)224-5940

Rebecca S. Zeigler

## **631 EBENEZER ROAD**



631 Ebenezer

Staff Report | Item XVII. 16.

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Gregory Edward Smithey requests a conditional use for a rural business. Located

at 631 Ebenezer Road, zoned AR-2. Map# 446 Parcel# 45

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use**, to allow for a **rural business**, with conditions.

### **Executive Summary/Background**

- The request for Rural Business Conditional Use is a requirement of Appendix C Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  - o Intent the proposed business will sell bait, tackle, and will retail pre-owned goods.
  - Structure the business will operate out of an existing accessory structure. This structure is compliant with building setbacks.
  - Square footage The approximate square footage of the accessory structure is less than 1,000 square feet.
  - Public Road Frontage the property has frontage on Ebenezer Road.
  - Acreage (3 minimum) the property is 2.57 acres. This falls short of the required 3-acre minimum, however, the applicant has requested to consider (and the current owner supports) the adjacent 1-acre parcel (Map/Parcel: 446-43) as part of the 3 acres, as it is family land which once belonged to the applicant. Similar consideration to address acreage shortage for a rural business occurred in a rural business approved on 6/1/2020.
- The applicant proposes to operate during daylight hours, Monday-Saturday. Estimated customer traffic is a maximum of 6 cars during peak hours.
- The proposed business poses minimum impact to surrounding properties
- At the November 21, 2022 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **conditional use** for a **rural business**, with the following conditions:
  - 1. Operation of the retail business will fully comply with Section 3.15B Rural Business
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the rural business.
  - 3. All structures on the property shall conform to building setback requirements.
- The motion was seconded by Alan Zipperer and carried unanimously

### **Alternatives**

- 1. Approve the request for a conditional use, to allow for a rural business, with the following conditions:
  - 1. Operation of the retail business will fully comply with Section 3.15B Rural Business
  - 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the rural business.
  - 3. All structures on the property shall conform to building setback requirements.
- 2. Deny the request for a conditional use, to allow 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. 446-45

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-45

### 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, GREGORY EDWARD SMITHEY has filed an application for a conditional use to allow for a rural business; map and parcel number 446-45, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a rural business; map and parcel number 446-45, located in the 5<sup>th</sup> commissioner district, is approved, with the following conditions:

- 1. Operation of the retail business will fully comply with Section 3.15B Rural Business
- 2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the rural business.
- 3. All structures on the property shall conform to building setback requirements.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

| This day of                       | , 20  |
|-----------------------------------|---|
|                                   | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                                   | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:                           | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON<br>COUNTY CLERK |   |

Staff Report

**Subject:** Variance (Third District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Kaitlin Rapp requests a variance from Section 3.20 Minimum Living Area. Located at

4302 Old Dixie Highway, zoned AR-2. Map# 313 Parcel# 12

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from Section 3.20 Minimum Living Area, with conditions.

### **Executive Summary/Background**

- Pursuant to Appendix C-Zoning Ordinance, Article III-General Provisions, Section 3.20, "No single or multiple-family living unit shall be constructed with a total living area of less than 525 square feet"
- The applicant has applied for a building permit (Application # 202202038) to install a dwelling with 373 square feet of living area, with an additional 164 square foot loft. The loft space must be discounted due to 2018 IBC regulations which define habitable space as having a ceiling height of at least 6' 8".
- The ceiling height of the loft is approximately 5', which the applicant finds sufficient to her needs for personal use. When including the loft as living area, the dwelling is 537 square feet, which exceeds minimum square footage requirements.
- The proposed home site is on a 2.26-acre parcel which is zoned AR-2. The site plan submitted shows the dwelling setback 50' from the front setback.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request for a **variance** from Section 3.20 Minimum Living Area, with the following condition:
  - 1. The dwelling shall in all other ways conform to applicable building codes and County ordinances.
- The motion was seconded by Alan Zipperer and carried unanimously.

### **Alternatives**

- **1. Approve** the request for a **variance** from the required square footage of livable space necessary for a dwelling, with the following condition:
  - 1. The dwelling shall in all other ways conform to applicable building codes and County ordinances.
- 2. Deny the request for a variance from Section 3.20 Minimum Living Area.

Recommended Alternative: 1 Other Alternatives: 2

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

Attachments: 1. Variance application 3. Site Plan 5. Deed

2. Ownership certificate/authorization 4. Aerial photograph

### **ATTACHMENT A - VARIANCE APPLICATION**

| Application Date: 10-25-22  |
|---|
| Applicant/Agent: Kenthih Rapp   |
| Applicant Email Address: Kathin rapp@ychoocon                                       |
| Phone #   |
| Applicant Mailing Address: 300 Power Circle Rd                                      |
| City: Ellabell State: GA Zip Code: 31308  |
| Property Owner, if different from above:  |
| Owner's Email Address (if known):   |
| Phone #   |
| Owner's Mailing Address:  |
| City: State: Zip Code:  |
| Property Location: 4302 Old Dixie Huy Springfield GH                                |
| Name of Development/Subdivision: W/A  |
| Present Zoning of Property Al-2 Tax Map-Parcel # Total Acres 2256                   |
| VARIANCE REQUESTED (provide relevant section of code): 7.1.8.                       |
| Describe why variance is needed: Loft Ceiling too (ow to count as                   |
| "livable space" which brings livable sq. f. from 537                                |
| to 373  |
| How does request meet criteria of Section 7.1.8 (see Attachment C): Hinimum liveble |
| Sq ft is 505 sq ft. by ordinance.   |
|   |
| Applicant Signature: Date 10-25-21  |
|   |

### **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  Section 19, 2022  , on file in the office of the Clerk of the Superior Court of  121-122  Effingham County, in Deed Book page 550.  |
| I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Kuttlin Rupp  Print Name Kaitlin Rupp  |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this 25 <sup>th</sup> day of <u>OCHODER</u> , 20 22.  |
| Kadneen Bin Jannign  |
| Notary Public, State of Georgia  |

### BK:2809 PG:121-122 D2022009454

FILED IN OFFICE CLERK OF COURT 09/19/2022 09:18 AM JASON E. BRAGG, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

Gason E. Breg

REAL ESTATE TRANSFER TAX PAID: \$64.00

PT-61 051-2022-002814

P1-01 031-2022-00

Our File #: 22-411

3883633903 PARTICIPANT ID

Return Recorded Document to: The Ratchford Firm 1575 Highway 21 South Springfield, GA 31329

### LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 16th day of September, 2022, between Daniel Henry and Paula Henry, of the County of Chatham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Kaitlin C. Rapp, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said grantee,

ALL that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing 2.256 acres, more or less, known and designated as LOT #4A, that is shown and more particularly described by the plat of survey entitled "Survey of Lot #4, Parcel #:(031300012) being subdivided into 2 Tracts of Land", made by William Mark Glisson, R.L.S. #3316, dated April 12, 2022, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, page 314, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Daniel D. Henry to Daniel Henry and Paula Henry as evidenced by that certain Quitclaim Deed dated April 27, 2022 and recorded in Deed Book 2781, page 550, aforesaid records.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

Said property has a current property tax identification number of 03130-012-000.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warranty and forever defend the right and title to the above described property unto the said Grantee against the lawful claims and demands of all persons claiming by, through or under the above Grantor.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered this day of September, 2022 in the presence of:

Unofficial Witness

Daniel Henry

My commission expires 2 18 23

(Notary Public Seal Affix RATA 18 23

### **Katie Dunnigan**

From:

Ashley Kessler

Sent:

Tuesday, October 25, 2022 9:59 AM

To:

Katie Dunnigan

Subject:

Tiny homes

2018 IRC Tiny Houses Appendix Q

AQ103.1 Minimum ceiling height.

Habitable space and hallways minimum 6'8".

AQ104.1 Lofts

Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of sections AQ104.1.1 through AQ104.1.3.

AQ104.1.1 Lofts shall have a floor area of not less than 35 square feet.

AQ104.1.2 Lofts shall be not less than 5 feet in any horizontal dimension.

AQ104.1.3 Height effect on loft area. Portions of a loft with sloped ceiling measuring less than 3 feet from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for a loft.

Ashley Kessler

Chief Building Official
Building Inspections Division/Development Services
804 South Laurel Street
Springfield, GA 31329
Telephone: 912-754-2128

Fax: 912-754-2151

Akessler@effinghamcounty.org



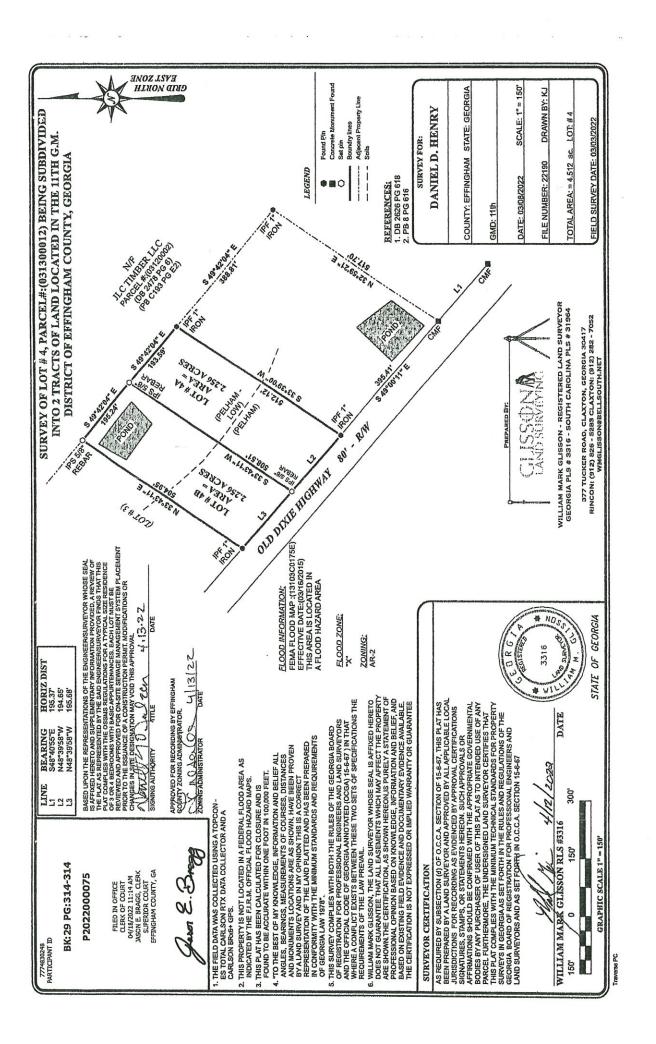
5101 Wells 50' - Driveway OID Dixe Hwy

570

Item XVII. 17.

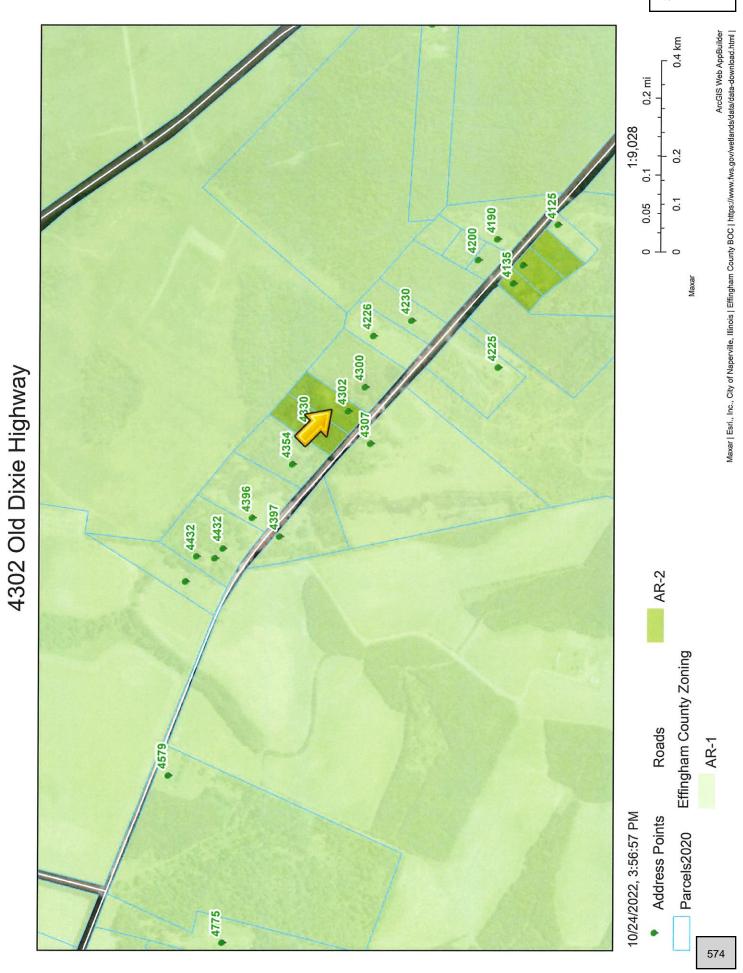
3.20 - Minimum living area.

No single or multiple-family living unit shall be constructed with a total living area of less than 525 square feet; provided, however, that a special exception to the minimum living area requirements shall be granted for the construction of efficiency type apartments having no separate bedroom if it is established that the granting of such exception will not adversely affect the interest of the general public or the character of the surrounding neighborhood. Application for any such special exception shall be made to the planning board, which shall forward its recommendations to the county commissioners for their action. The planning board may require the submission of plans in connection with such applications and may impose such additional requirements as a condition of the granting of the request as it deems reasonable and appropriate. (This section shall not apply to mobile homes meeting all other requirements of this ordinance.)



# 4302 Old Dixie Highway





Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Kaitlin Rapp requests a variance from Section 3.20 Minimum Living Area. Located at

4302 Old Dixie Highway, zoned AR-2. Map# 313 Parcel# 12

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from Section 3.20 Minimum Living Area, with conditions.

### **Executive Summary/Background**

- Pursuant to Appendix C-Zoning Ordinance, Article III-General Provisions, Section 3.20, "No single or multiple-family living unit shall be constructed with a total living area of less than 525 square feet"
- The applicant has applied for a building permit (Application # 202202038) to install a dwelling with 373 square feet of living area, with an additional 164 square foot loft. The loft space must be discounted due to 2018 IBC regulations which define habitable space as having a ceiling height of at least 6' 8".
- The ceiling height of the loft is approximately 5', which the applicant finds sufficient to her needs for personal use. When including the loft as living area, the dwelling is 537 square feet, which exceeds minimum square footage requirements.
- The proposed home site is on a 2.26-acre parcel which is zoned AR-2. The site plan submitted shows the dwelling setback 50' from the front setback.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request for a **variance** from Section 3.20 Minimum Living Area, with the following condition:
  - 1. The dwelling shall in all other ways conform to applicable building codes and County ordinances.
- The motion was seconded by Alan Zipperer and carried unanimously.

### **Alternatives**

- **1. Approve** the request for a **variance** from the required square footage of livable space necessary for a dwelling, with the following condition:
  - 1. The dwelling shall in all other ways conform to applicable building codes and County ordinances.
- **2. Deny** the request for a **variance** from Section 3.20 Minimum Living Area.

Recommended Alternative: 1 Other Alternatives: 2

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

**Attachments:** 1. Zoning Map Amendment

### STATE OF GEORGIA EFFINGHAM COUNTY

COUNTY CLERK

### AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 313-12

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 313-12

### 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, KAITLIH RAPP has filed an application for a variance, from the required square footage of livable space necessary for a dwelling; map and parcel number 313-12, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT a variance from the required square footage of livable space necessary for a dwelling; map and parcel number 313-12, located in the 3<sup>rd</sup> commissioner district is approved, with the following condition:

1. The dwelling shall in all other ways conform to applicable building codes and County ordinances.

| All ordinances or part of ordinances in conflict he | rewith are hereby repealed.                         |
|---|---|
| This day of   |   |
|   | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|   | BY:<br>WESLEY CORBITT, CHAIRMAN                     |
| ATTEST:   | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON                                   |   |

#### Staff Report

**Subject:** Rezoning (First District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Jeffrey Hardin as Agent for Harrison Clark Ale Jr., Trustee requests to rezone 11+/- of 106.35 acres from AR-1 to I-1 to allow for the expansion of an existing permitted surface mine. Located on Lowground Road. Map# 373 Parcel# 38

#### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with conditions.

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

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is adjacent to, and across Midland Road from, four parcels previously rezoned to I-1 for surface mines. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed surface mine is an expansion of an existing surface mine (rezoned May, 2016), which is state approved (EPD permit # 1915-16).
- Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both Lowground Road and Midland Road, neither of which is a designated truck route.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
  - 3. The new State mining permit shall be submitted to Development Services.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Brad Smith and carried unanimously.

#### **Alternatives**

- **1. Approve** the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
  - 3. The new state mining permit shall be submitted to Development Services.

Item XVII. 19.

4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer are

- 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- 2. Deny the request to rezone 11+/- of 106.35 acres from AR-1 to I-1.

Recommended Alternative: 1 Other Alternatives: 2

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

**Attachments:** 1. Rezoning application and checklist 3. Plat 5. Deed

4. Ownership certificate/authorization 4. Aerial photograph

## <u>ATTACHMENT A – REZONING AMENDMENT APPLICATION</u>

|  | Application Date: _                        | 10/12/2022     |
|--|--|----------------|
| Applicant/Agent:Jeffrey Hardin               |  |                |
| Applicant Email Address:jhardin@ha           | rcoconstructionga.com                      |                |
|  | 012-657-1899                               |                |
| Applicant Mailing Address:1410 US Hwy        | y. 80                                      |                |
| City: Bloomingdale                           | State: Zip Code:                           | 31302          |
| Property Owner, if different from above: _   |  |                |
| Owner's Email Address (if known):alec        | 612@yahoo.com                              |                |
| Phone #8                                     | 350-509-0528                               |                |
| Owner's Mailing Address:972 Marys D          | rive                                       |                |
| City: Tallahassee                            | State: Florida Zip Code:                   | 32308          |
| Property Location:Low Ground Rd. be          | etween Blue Jay Rd. and Midland Rd.        |                |
| Proposed Road Access:Low Ground Ro           | ad   |                |
| Present Zoning of Property: AR               | -1 Proposed Zoning:                        | I-1            |
| Tax Map-Parcel #03730038                     | _ Total Acres: <u>106.35</u> Acres to be R | ezoned: 106.35 |
| Lot Characteristics: Planted pines           | 100.35                                     |                |
| WATER  | SEWER                                      |                |
| N/A Private Well                             | N/A Private Septic System                  |                |
| N/A Public Water System                      | N/A Public Sewer System                    |                |
| If public, name of supplier:                 |  |                |
| Justification for Rezoning Amendment:        | Surface mine use                           |                |
| List the zoning of the other property in the | vicinity of the property you wish to rez   | one:           |
| North AR-1 South AR-1                        | East AR-1 West AR-1                        | _              |

| 1. | Describe the current use of the property you wish to rezone.  Planted pines   |
|----|---|
|    |   |
| 2. | Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  Pine trees   |
|    |   |
| 3. | Describe the use that you propose to make of the land after rezoning.  Surface mine for personal use of fill material   |
|    |   |
| 4. | Describe the uses of the other property in the vicinity of the property you wish to rezone?  Agriculture and residential  |
|    |   |
|    | Describe how your rezoning proposal will allow a use that is suitable in view of the uses and velopment of adjacent and nearby property?  |
| _  | It will be a large lake when completed  |
|    | Will the proposed zoning change result in a use of the property, which could cause an excessive or ordensome use of existing streets, transportation facilities, utilities, or schools?  We currently have a surface mine in this location. This is to add additional phases. There will be |
|    | no added use than what is current.  |
| Αŗ | oplicant Signature:   |

## **AUTHORIZATION OF PROPERTY OWNER**

|   | I, to come lack Ale 10. To with being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia |
|---|---|
|   | I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.                  |
|   | Name of Applicant/Agent:  |
|   | Applicant/Agent Address: 1410 US Hwy. 80  |
|   | City: Bloomingdale State: Ga Zip Code: 31302  |
|   | Phone: 912-657-1899 Email: jhardin@harcoconstructionga.com  |
|   | Owner's signature Landson Clark Ale Ir. Truster  Print Name Harrison Clark Ale Ir. Truster  |
| K | Personally appeared before me Harrison clark Alc Tr (Owner print)   |
|   | Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.   |
|   | Sworn and subscribed before me this   |
|   | TILLMAN GRINER Notary Public, State of Florida Commission# HH 259173 My comm. expires April 28, 2026  |
|   | Notary Public, State of Georgia florida   |
|   | J   |

## **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| September 25, 2013, on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 02214 page 0461.  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature American Clark We S. Trustee   |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this 23 day of Scot combos, 20 22.  |
| Notary Public, State of Georgia florida  County of Lean  TILLMAN GRINER  Notary Public, State of Florida  Commission# HH 259173  My comm. expires April 28, 2026   |

Richard E. Dunn, Director

**Land Protection Branch** 4244 International Parkway

Atlanta, Georgia 30354

Suite 104

404-362-2537



#### **ENVIRONMENTAL PROTECTION DIVISION**

June 21, 2019

#### **CERTIFIED MAIL**

7017 0660 0000 3822 1199

Jeffrey Hardin Vice President HARCO Construction, Inc. 1130 Highway 119 South Springfield, Georgia 31329

SUBJECT:

Amendment 1 Approved - Request for Bond

Operator:

HARCO Construction, Inc.

Mine Name: Permit Number: Ale Pit 1915-16

County:

Effingham

Dear Mr. Hardin:

The Amendment 1 to the Amendment to Mining Land Use Plan has been reviewed and approved on June 21, 2019. This amendment increases the permitted acreage from 30 to 57 acres. The total bond due is \$85,500.00 which is 57 acres to be bonded at \$1,500.00 per acre.

The Georgia Surface Mining Rules 391-3-3-.03(1) states that upon approval of the Mining Land Use Plan, the Operator must file a bond with the Director within sixty (60) days from the date of being furnished approved surety bond forms by the Division. The approved surety bond forms and approved letter of credit form may be found on the website, <a href="https://epd.georgia.gov/surface-mining-forms">https://epd.georgia.gov/surface-mining-forms</a> under the heading of "Financial Assurance."

The Operator has the option of posting bond, government securities, cash, or any combination thereof, or an Irrevocable Standby Letter of Credit for acreage permitted. Any bond filed with the Director shall be written by surety, approved by the Director, and authorized to transact business within the State of Georgia. If a cash bond is to be posted, it should be in the form of a cashier's check or money order payable to the Georgia Department of Natural Resources. The original copy of your surety bond form will be filed with the Division.

We will continue to process the Amendment to Mining Land Use Plan once the Division has received acceptable bonding. If you have any questions, please contact Michael Coughlan at 404.362.2599 or via email at Mike.Coughlan@dnr.ga.gov.

Sincerely,

Jamie Lancaster

Unit Manager

Surface Mining Unit

Item XVII. 19.

## Georgia Department of Natural Resources

**Environmental Protection Division • Surface Mining Unit** 4244 International Parkway • Suite 104 • Atlanta • Georgia 30354

(404) 362-2692; Fax (404) 362-2693 Judson H. Turner, Director

MAY 2 0 2016

Mr. Jeffery Hardin Operator Harco Construction 1130 Highway 119 South Springfield, Georgia 31329

SUBJECT:

Issuance of Permit:

Effingham County: Harco Construction

Ale Pit

Surface Mining File Number 1915-16

Dear Mr. Hardin:

Your application for a Surface Mining Permit, including the supporting data and bonding. where necessary, has been reviewed and approved. Your Surface Mining Permit No. 1915-16 is enclosed and includes conditions and limitations for your mining operation.

Compliance with the provisions of Georgia's Surface Mining Act of 1968, as amended, is expected of the Permittee. Also, the issuance of this Permit does not relieve the Permittee of any obligation or responsibility for complying with the provisions of any other laws or regulations of any Federal, local, or additional State authority.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance and is subject to modification or possible vacation if appealed. Should an appeal be received within the thirty (30) day appeal period, you will be immediately notified and further construction or operation under this permit may not be undertaken until such time as the appeals process is concluded.

If you have any questions regarding this Permit or upon commencement of activities, please contact Michael Coughlan at 404.362.2599.

Sincerely,

William Cook

Program Manager

William Col

Solid Waste Management Program

**Enclosures** 

SM File CC:

# State of Georgia Department of Natural Resources



ENVIRONMENTAL PROTECTION DIVISION

## SURFACE MINING PERMIT

Permit Number: 1915-16

Date Issued:

MAY 2 0 2016

Permittee:

Harco Construction

Operation: Ale Pit

1130 Highway 119 South

Springfield, Georgia 31329

County:

**Effingham** 

Permitted Acres:

30

In accordance with the provisions of the Georgia Surface Mining Act of 1968, O.C.G.A. §12-4-70, et seq., and the Rules of the Georgia Department of Natural Resources, Chapter 391-3-3, Surface Mining, both as amended, this Permit is issued for the surface mining operation as recorded hereon and presented in the Application received on February 18, 2016 and the Mining Land Use Plan approved on April 6, 2016.

This Permit is conditioned upon the Operators continued compliance with the provisions of the Georgia Surface Mining Act of 1968, O.C.G.A. §12-4-70, et seq., and the Rules of the Georgia Department of Natural Resources, Chapter 391-3-3, Surface Mining, both as amended; the provisions of the Approved Surface Mining Land Use Plan and Approved Amendments, if any; and any special conditions which may be attached to this Permit.

This Permit shall be rendered null and void should the mining activity not commence within twelve (12) months from the date this Permit becomes final, or should cessation of mining occur for a period of eighteen (18) months without the Operator obtaining an inactive status classification through an Approved Amendment of the Surface Mining Land Use Plan.

dson H. Turner, Director

Environmental Protection Division

# ATTACHMENT SPECIAL CONDITIONS

Surface Mining Permit Number: 1915-16

Permittee: Harco Construction

1130 Highway 119 South Springfield, Georgia 31329

Operation: Ale Pit

## **Special Permitting Conditions:**

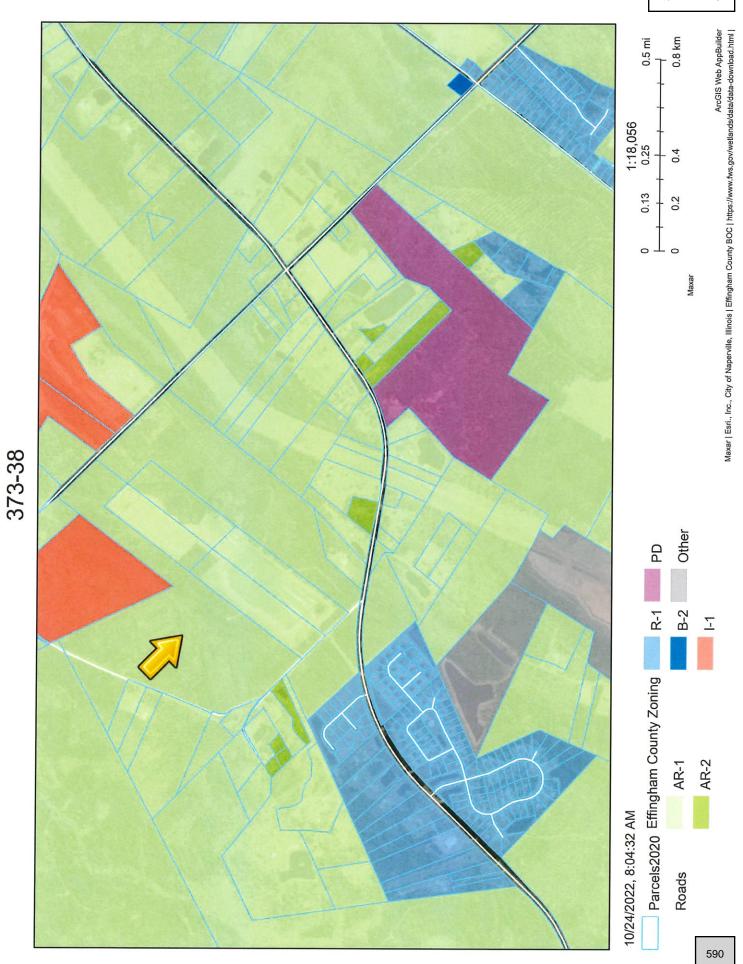
- 1. Maintain adequate erosion and sedimentation controls in accordance with the Manual for Erosion and Sediment Control in Georgia, latest edition.
- 2. Maintain an undisturbed buffer between the mining area and permit limits in accordance with the approved surface mining land use plan.





588





#### 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 Jeffrey Hardin as Agent for Harrison Clark Ale Jr. – (Map # 373 Parcel# 38) 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?



#### 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 Com | mission recommends: |
| APPROVAL                          | DISAPPROVAL         |

Of the rezoning request by applicant Jeffrey Hardin as Agent for Harrison Clark Ale Jr. – (Map # 373 Parcel# 38) from AR-1 to I-1 zoning.



1. Is this proposal inconsistent with the county's master plan?



2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?



#### 9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

#### CHECK LIST:

The Effingham County Planning Commission recommends

APPROVAL X

DISAPPROVAL

Of the rezoning request by applicant Jeffrey Hardin as Agent for Harrison Clark Ale Jr. – (Map # 373 Parcel# 38) from <u>AR-1</u> to <u>I-1</u> 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?



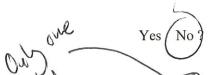
3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

7. Are nearby residents opposed to the proposed zoning change?

8. Do other conditions affect the property so as to support a decision against the proposal?

Yes

Yes

#### 9.5 <u>EFFINGHAM COUNTY REZONING CHECKLIST</u>

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 **Jeffrey Hardin as Agent for Harrison** Clark Ale Jr. – (Map # 373 Parcel# 38) from <u>AR-1</u> to <u>I-1</u> 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?

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

8. Do other conditions affect the property so as to support a decision against the proposal?

All

#### 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:



Of the rezoning request by applicant Jeffrey Hardin as Agent for Harrison Clark Ale Jr. – (Map # 373 Parcel# 38) from AR-1 to I-1 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?
- 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?
- (No.)? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- 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:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Jeffrey Hardin as Agent for Harrison Clark Ale Jr., Trustee requests to rezone 11+/- of 106.35 acres from AR-1 to I-1 to allow for the expansion of an existing permitted surface mine. Located on Lowground Road. Map# 373 Parcel# 38

#### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with conditions.

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

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is adjacent to, and across Midland Road from, four parcels previously rezoned to I-1 for surface mines. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed surface mine is an expansion of an existing surface mine (rezoned May, 2016), which is state approved (EPD permit # 1915-16).
- Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both Lowground Road and Midland Road, neither of which is a designated truck route.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
  - 3. The new State mining permit shall be submitted to Development Services.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Brad Smith and carried unanimously.

#### **Alternatives**

- **1. Approve** the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
  - 3. The new state mining permit shall be submitted to Development Services.

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4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.

- 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- 2. Deny the request to rezone 11+/- of 106.35 acres from AR-1 to I-1.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

## AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 373-38

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 373-38

#### 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 JEFFREY HARDIN AS AGENT FOR HARRISON CLARK ALE, JR. has filed an application to rezone eleven (11) +/- acres; from AR-1 to I-1, to allow for the expansion of a surface mine; map and parcel number 373-38, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT eleven (11) +/- acres; map and parcel number 373-38, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

- 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
- 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
- 3. The new state mining permit shall be submitted to Development Services.
- 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
- 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.

| All ordinances or part of         | ordinances in conflict | nerewith are n | ereby repealed.                                     |
|-----------------------------------|------------------------|----------------|---|
| This day                          | of                     | _, 20          |   |
|                                   |                        |                | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                                   |                        |                | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:                           |                        |                | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON<br>COUNTY CLERK |                        |                |   |

#### **Staff Report**

**Subject:** Rezoning (First District)

Author: Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description:** Jeffrey Hardin as Agent for **Donald R. Shrum & Donna A. Shrum** requests to **rezone** 11+/- of 91.83 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine. Located on Lowground Road. **Map# 373 Parcel# 39** 

#### Road. Map# 3/3 Parcel# 39

**Summary Recommendation** 

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 11+/- of 91.83 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with conditions.

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

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is adjacent to, and across Midland Road from, four parcels previously rezoned to I-1 for surface mines. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed surface mine is an expansion of an existing surface mine (rezoned May, 2016), which is state approved (EPD permit # 1915-16).
- Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Midland Road, which is not a designated truck route.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 11+/- of 106.35 acres from AR-1 to I-1 to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of Section 3.17.5 Surface Mine Operations Road Maintenance Requirements.
  - 3. The new State mining permit shall be submitted to Development Services.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Alan Zipperer and carried unanimously.

#### **Alternatives**

- 2. Approve the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
  - 3. The new state mining permit shall be submitted to Development Services.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.

Item XVII. 21.

5. The surface mine site shall meet the requirements of *Sec. 3.17*- Excavation, mining, pond fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.

- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- 2. Deny the request to rezone 11+/- of 91.83 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

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

Attachments: 1. Rezoning application and checklist 3. Plat 5. Deed

2. Ownership certificate/authorization 4. Aerial photograph

## <u>ATTACHMENT A – REZONING AMENDMENT APPLICATION</u>

|  | Application Date:                            | 10/12/2022        |
|--|--|-------------------|
| Applicant/Agent: Jeffrey Hardin  |  |                   |
| Applicant Email Address:jhardin@harcoconstructionga.c                      | com  |                   |
| Phone #912-657-1899  |  |                   |
| Applicant Mailing Address:1410 US Hwy. 80                                  |  |                   |
| City: Bloomingdale State: Ga.  | Zip Code:                                    | 31302             |
| Property Owner, if different from above: Donald R. Shrum  Include Signed & | & Donna A. Shrum  Notarized Authorization of | of Property Owner |
| Owner's Email Address (if known):dashrum@yahoo.com                         |  |                   |
| Phone #850-510-4518  |  |                   |
| Owner's Mailing Address:119 Willaura Circle                                |  |                   |
| City: Tallahassee State: Florida   | a Zip Code:                                  | 32301             |
| Property Location:Low Ground Rd. between Blue Jay Rd                       | I. and Midland Rd.                           |                   |
| Proposed Road Access: Low Ground Road                                      |  |                   |
| Present Zoning of Property: AR-1   | Proposed Zoning:                             | I-1               |
| Tax Map-Parcel #03730039 Total Acres:                                      | 91.83 Acres to be Re                         |                   |
| Lot Characteristics: Planted pines   |  |                   |
| WATER SEWER  |  |                   |
| N/A Private Well N/A Pri   | ivate Septic System                          |                   |
| N/A Public Water System N/A Pu   | blic Sewer System                            |                   |
| If public, name of supplier:   |  |                   |
| Justification for Rezoning Amendment: Surface mine us                      | se   |                   |
| List the zoning of the other property in the vicinity of the pro           | perty you wish to rezo                       | one:              |
| North AR-1 South AR-1 East AR-1  | 1 West AR-1                                  |                   |

| 1  | Describe the current use of the property you wish to rezone.  Planted pines   |
|----|---|
| _  |   |
| 2. | Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  Pine trees   |
| _  |   |
| 3. | Describe the use that you propose to make of the land after rezoning.  Surface mine for personal use of fill material   |
| _  |   |
| 4. | Describe the uses of the other property in the vicinity of the property you wish to rezone?  Agriculture and residential  |
|    | Describe how your rezoning proposal will allow a use that is suitable in view of the uses and evelopment of adjacent and nearby property?  It will be a large lake when completed   |
|    | Will the proposed zoning change result in a use of the property, which could cause an excessive or ordensome use of existing streets, transportation facilities, utilities, or schools?  We currently have a surface mine in this location. This is to add additional phases. There will be |
|    | no added use than what is current.  |
| Αį | oplicant Signature: Date 10/12/2022   |

## **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| May 9, 2013, on file in the office of the Clerk of the Superior Court of   |
| Effingham County, in Deed Book page 0379   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Doma Ol. Shrum, Trustee  |
| Print Name DONNA A SHRUM TRUSTEE   |
| Owner's signatureOmuld R. Shrum  |
| Print Name DONALD R SHRUM  |
| Owner's signature  |
| Print Name   |
|  |
| Sworn and subscribed before me this 23 day of Sostanbas, 20 22.  |
| TILLMAN GRINER Notary Public, State of Florida Commission# HH 259173   |
| Notary Public, State of Georgia florida My comm. expires April 28, 2026  |

## **AUTHORIZATION OF PROPERTY OWNER**

| I,, being duly sworn upon his/her oath, being of   |
|--|
| sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia   |
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved. |
| Name of Applicant/Agent: Jeffrey L. Hardin   |
| Applicant/Agent Address:1410 US Hwy. 80  |
| City:BloomingdaleState:GAZip Code:31302  |
| Phone: jhardin@harcoconstructionga.com   |
| Owner's signature DONNA A SHR DOMA OI. Shrum, Justee  Print Name PONNA A SHRUM, TRUSTEE  OWNER SIGNATURE PONELE ROPERUM, TRUSTEE  PRINT NAME DONALD RICHRUM, TRUSTEE   |
| Personally appeared before me(Owner print)   |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  |
| Sworn and subscribed before me this  |
| Notary Public, State of Georgia Florida  Notary Public, State of Florida  Commission# HH 259173  My comm. expires April 28, 2026   |

Item XVII. 21.

## Georgia Department of Natural Resources

Environmental Protection Division • Surface Mining Unit 4244 International Parkway • Suite 104 • Atlanta • Georgia 30354 (404) 362-2692; Fax (404) 362-2693

Judson H. Turner, Director

MAY 2 0 2016

Mr. Jeffery Hardin Operator Harco Construction 1130 Highway 119 South Springfield, Georgia 31329

SUBJECT: Issuance of Permit:

Effingham County: Harco Construction

Ale Pit

Surface Mining File Number 1915-16

Dear Mr. Hardin:

Your application for a Surface Mining Permit, including the supporting data and bonding, where necessary, has been reviewed and approved. Your Surface Mining Permit No. 1915-16 is enclosed and includes conditions and limitations for your mining operation.

Compliance with the provisions of Georgia's Surface Mining Act of 1968, as amended, is expected of the Permittee. Also, the issuance of this Permit does not relieve the Permittee of any obligation or responsibility for complying with the provisions of any other laws or regulations of any Federal, local, or additional State authority.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance and is subject to modification or possible vacation if appealed. Should an appeal be received within the thirty (30) day appeal period, you will be immediately notified and further construction or operation under this permit may not be undertaken until such time as the appeals process is concluded.

If you have any questions regarding this Permit or upon commencement of activities, please contact Michael Coughlan at 404.362.2599.

Sincerely,

William Cook

Program Manager

Solid Waste Management Program

Enclosures cc: SM File

Richard E. Dunn, Director

Land Protection Branch 4244 International Parkway

Atlanta, Georgia 30354

Suite 104

404-362-2537



#### **ENVIRONMENTAL PROTECTION DIVISION**

June 21, 2019

#### **CERTIFIED MAIL**

7017 0660 0000 3822 1199

Jeffrey Hardin Vice President HARCO Construction, Inc. 1130 Highway 119 South Springfield, Georgia 31329

SUBJECT:

Amendment 1 Approved - Request for Bond

Operator:

HARCO Construction, Inc.

Mine Name:

Ale Pit

Permit Number: County:

1915-16 Effingham

Dear Mr. Hardin:

The Amendment 1 to the Amendment to Mining Land Use Plan has been reviewed and approved on June 21, 2019. This amendment increases the permitted acreage from 30 to 57 acres. The total bond due is \$85,500.00 which is 57 acres to be bonded at \$1,500.00 per acre.

The Georgia Surface Mining Rules 391-3-3-.03(1) states that upon approval of the Mining Land Use Plan, the Operator must file a bond with the Director within sixty (60) days from the date of being furnished approved surety bond forms by the Division. The approved surety bond forms and approved letter of credit form may be found on the website, <a href="https://epd.georgia.gov/surface-mining-forms">https://epd.georgia.gov/surface-mining-forms</a> under the heading of "Financial Assurance."

The Operator has the option of posting bond, government securities, cash, or any combination thereof, or an Irrevocable Standby Letter of Credit for acreage permitted. Any bond filed with the Director shall be written by surety, approved by the Director, and authorized to transact business within the State of Georgia. If a cash bond is to be posted, it should be in the form of a cashier's check or money order payable to the Georgia Department of Natural Resources. The original copy of your surety bond form will be filed with the Division.

We will continue to process the Amendment to Mining Land Use Plan once the Division has received acceptable bonding. If you have any questions, please contact Michael Coughlan at 404.362.2599 or via email at Mike.Coughlan@dnr.ga.gov.

Sincerely.

Jamie Lancaster Unit Manager

Surface Mining Unit

SM File

S:\Land\LANDDOCS\SurfaceMining\MCoughlan\1915.Amendment 1 Approval Bond Request



## State of Georgia Department of Natural Resources

BAADAA BAADA



ENVIRONMENTAL PROTECTION DIVISION

## SURFACE MINING PERMIT

Permit Number: 1915-16

Date Issued:

MAY 2 0 2016

Permittee:

Harco Construction

Operation: Ale Pit

1130 Highway 119 South Springfield, Georgia 31329

County:

**Effingham** 

Permitted Acres:

30

In accordance with the provisions of the Georgia Surface Mining Act of 1968, O.C.G.A. §12-4-70, et seq., and the Rules of the Georgia Department of Natural Resources, Chapter 391-3-3, Surface Mining, both as amended, this Permit is issued for the surface mining operation as recorded hereon and presented in the Application received on February 18, 2016 and the Mining Land Use Plan approved on April 6, 2016.

This Permit is conditioned upon the Operators continued compliance with the provisions of the Georgia Surface Mining Act of 1968, O.C.G.A. §12-4-70, et seq., and the Rules of the Georgia Department of Natural Resources, Chapter 391-3-3, Surface Mining, both as amended; the provisions of the Approved Surface Mining Land Use Plan and Approved Amendments, if any; and any special conditions which may be attached to this Permit.

This Permit shall be rendered null and void should the mining activity not commence within twelve (12) months from the date this Permit becomes final, or should cessation of mining occur for a period of eighteen (18) months without the Operator obtaining an inactive status classification through an Approved Amendment of the Surface Mining Land Use Plan.

udson H. Turner, Director

Environmental Protection Division

#### **ATTACHMENT**

#### SPECIAL CONDITIONS

Surface Mining Permit Number: 1915-16

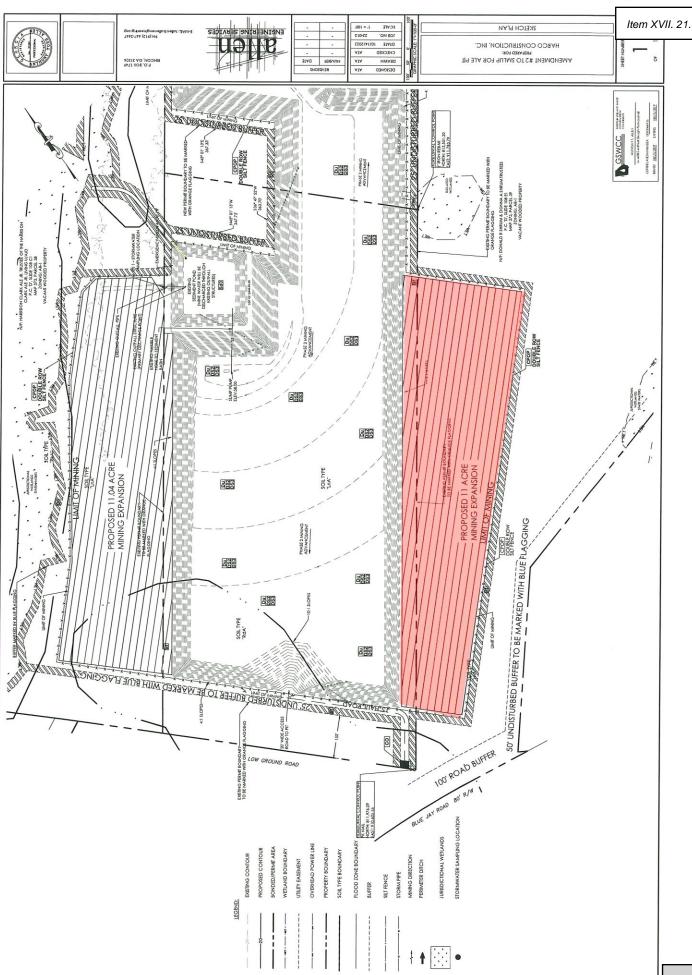
Permittee: Harco Construction

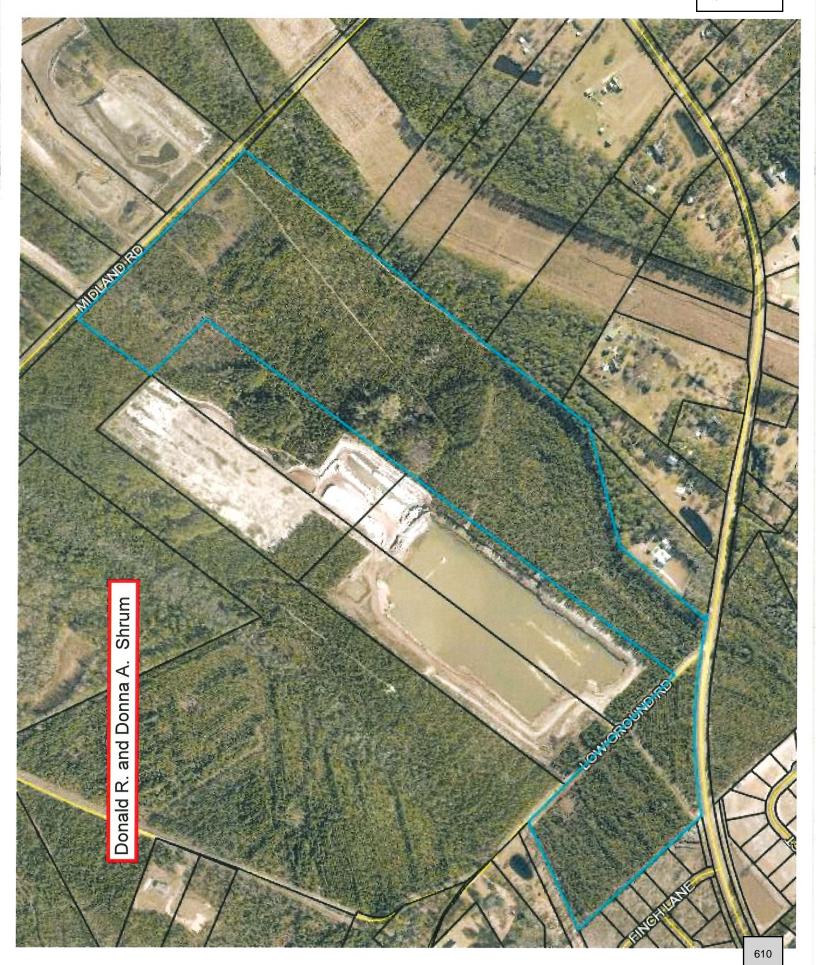
1130 Highway 119 South Springfield, Georgia 31329

Operation: Ale Pit

## **Special Permitting Conditions:**

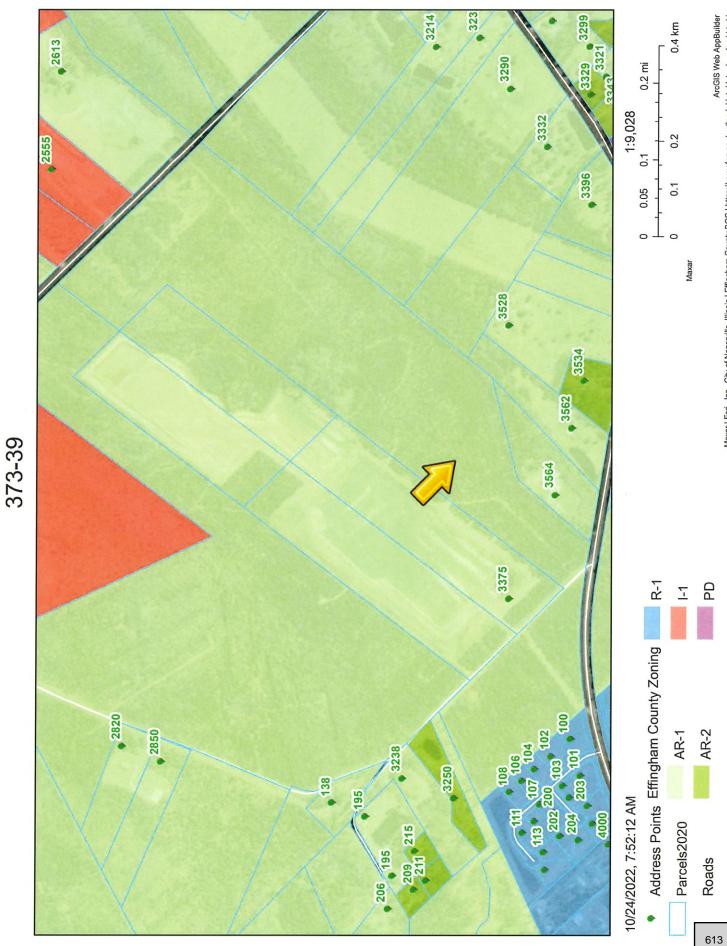
- Maintain adequate erosion and sedimentation controls in accordance with the Manual for Erosion and Sediment Control in Georgia, latest edition.
- Maintain an undisturbed buffer between the mining area and permit limits in accordance with the approved surface mining land use plan.







611



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 Jeffrey Hardin as Agent for Donald R. Shrum & Donna A. Shrum— (Map # 373 Parcel# 39) from <u>AR-1</u> to <u>I-1</u> 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?

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

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### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant Jeffrey Hardin as Agent for Donald R. Shrum & Donna A. Shrum— (Map # 373 Parcel# 39) from <u>AR-1</u> to <u>I-1</u> zoning

Yes No

? 1. Is this proposal inconsistent with the county's master plan?

Yes

? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes



3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

es No?

4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes Re?

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 W?

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 Wo?

8. Do other conditions affect the property so as to support a decision against the proposal?



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

Yes 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

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?

4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

7. Are nearby residents opposed to the proposed zoning change?

8. Do other conditions affect the property so as to support a decision against the proposal?

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:



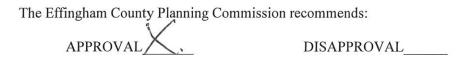
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- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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After 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:



Of the rezoning request by applicant Jeffrey Hardin as Agent for Donald R. Shrum & Donna A. Shrum– (Map # 373 Parcel# 39) from <u>AR-1</u> to <u>I-1</u> zoning.

- Yes 2003 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 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes 7. Are nearby residents opposed to the proposed zoning change?
- Yes 8. Do other conditions affect the property so as to support a decision against the proposal?

### Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

**Item Description: Jeffrey Hardin** as Agent for **Donald R. Shrum & Donna A. Shrum** requests to **rezone** 11+/- of 91.83 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine. Located on Lowground

Road. Map# 373 Parcel# 39

### **Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 11+/- of 91.83 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by *O.C.G.A. 12-4-70* Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to *O.C.G.A 12-4-75* of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is adjacent to, and across Midland Road from, four parcels previously rezoned to I-1 for surface mines. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed surface mine is an expansion of an existing surface mine (rezoned May, 2016), which is state approved (EPD permit # 1915-16).
- Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Midland Road, which is not a designated truck route.
- At the November 21, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 11+/- of 106.35 acres from AR-1 to I-1 to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
  - 3. The new State mining permit shall be submitted to Development Services.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
  - 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
  - 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- The motion was seconded by Alan Zipperer and carried unanimously.

### **Alternatives**

- 2. Approve the request to **rezone** 11+/- of 106.35 acres from **AR-1** to **I-1** to allow for the expansion of a surface mine, with the following conditions:
  - 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
  - 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section* 3.17.5 Surface Mine Operations Road Maintenance Requirements.
  - 3. The new state mining permit shall be submitted to Development Services.
  - 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.

Item XVII. 22.

5. The surface mine site shall meet the requirements of Sec. 3.17- Excavation, mining, pond fills of land and/or state federal jurisdictional waters or wetlands, and Sec. 74-8 Designated Truck Routes.

- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
- 2. Deny the request to rezone 11+/- of 91.83 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Zoning Map Amendment

#### STATE OF GEORGIA EFFINGHAM COUNTY

## AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 373-39

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 373-39

### 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 JEFFREY HARDIN AS AGENT FOR DONALD R. SHRUM AND DONNA A. SHRUM has filed an application to rezone eleven (11) +/- acres; from AR-1 to I-1, to allow for the expansion of a surface mine; map and parcel number 373-39, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 16, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT eleven (11) +/- acres; map and parcel number 373-39, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

- 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
- 2. The mine site and entrance shall be upgraded as necessary to meet the requirements of *Section 3.17.5* Surface Mine Operations Road Maintenance Requirements.
- 3. The new state mining permit shall be submitted to Development Services.
- 4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
- 5. The surface mine site shall meet the requirements of *Sec. 3.17* Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, and *Sec. 74-8* Designated Truck Routes.
- 6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.

| All ordinances or part of ordinances in conflict herewith are hereby repealed. |        |      |   |
|--|--------|------|---|
| This _   | day of | , 20 |   |
|  |        |      | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|  |        |      | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:  |        |      | FIRST/SECOND READING:                               |
| STEPHANIE JOI<br>COUNTY CLER   |        |      |   |

### Staff Report

**Subject:** Rezoning (Fifth District)

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Cindy Howze as Agent for Lisa E. Phillips et al. requests to rezone 39.27 acres from AR-1 to I-1, for future industrial use. Located on Old Augusta Road and Abercorn Road. Map# 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5

### **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 30.27 acres from **AR-1** to **I-1**, for future industrial use, with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- The parcels are adjacent to industrial zoned land to the south, east, and west. There is one AR-1 parcel
  at the southeast corner of Abercorn Rd and Old Augusta Rd, and I-1 and R-1 zoned property north of
  Abercorn Rd.
- The required buffer between I-1 and AR/R zoning districts is 300'.
- These parcels may be better used for commercial development, as the required buffer between I-1 heavy industrial and Commercial zoning districts is 150', and between Commercial and AR/R property is 30'.
- The parcels have extensive wetlands coverage, and are situated in a sensitive area. Enhanced BMPs will be necessary for any intensive development: onsite detention pond storage designed to the 100-year rainfall event; minimal outlets from ponds; installation of site spill prevention, control, and countermeasures; ensuring that no surface water leaves the site; construction of berms to control runoff.
- The project site has frontage on Old Augusta Road, which is a designated truck route.
- Without a development plan, we cannot determine whether there is adequate space for industrial use, or whether a driveway onto Old Augusta Rd would comply with access management regulations.
- At the November 21, 2022 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 30.27 acres from **AR-1** to **I-1**, for future industrial use, with the following conditions:
  - 1. A sketch plan must be approved before site development plans are submitted.
  - 2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  - 3. Site development plans must comply with the County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, Access Management Regulations, and Ch. 34 Flood Damage Prevention.
  - 4. All wetlands impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
  - 5. A traffic must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
  - 6. All future development must be built to 100-year flood plain standards.
- And the added condition that:
  - Traffic access to Map/Parcels 477-6&7 shall be limited to Old Augusta Road, and shall not be permitted on Abercorn Road
- The motion was seconded by Alan Zipperer and carried unanimously.

### **Alternatives**

- 1. Approve the request to rezone 39.27 acres from AR-1 to I-1, for future industrial use, with conditions:
  - A Sketch Plan must be approved before site development plans are submitted.

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- 2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
- 3. Site development plans must comply with the County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, Access Management Regulations, and Ch. 34 Flood Damage Prevention.
- 4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
- 5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- 6. All future development must be built to 100-year flood plain standards.
- 7. Traffic access to Map/Parcels 477-6&7 shall be limited to Old Augusta Road, and shall not be permitted on Abercorn Road.
- 2. Deny the request to rezone 39.27 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

Attachments: 1. Rezoning application and checklist 3. Plat 5. Deed

2. Ownership certificate/authorization 4. Aerial photograph

## <u>ATTACHMENT A – REZONING AMENDMENT APPLICATION</u>

|  | Application Date: 7/8/2022   |
|--|--|
| Applicant/Agent: Cynthia (Cin  |  |
| Applicant Email Address: NOWZEG                                      | re@gmail.com   |
| Phone # 6  | 112-663-2288   |
| Applicant Mailing Address: 144 So                                    | n Marco Dr   |
| City: Tybee Island   | State: 6A Zip Code: 31328  |
| Property Owner, if different from above:                             | Multiple Owners represented Include Signed & Notarized Authorization of Property Owner   |
| Owner's Email Address (if known):                                    |  |
| Phone #_   |  |
| Owner's Mailing Address:   |  |
| City:  | State: Zip Code:   |
| Property Location: Multiple p  | roperties - Old Augusta 4 Abercum Road   |
|  | ista Road  |
| Present Zoning of Property: AR  477-\$,6,7  Tax Map-Parcel #477A-2,3 | Proposed Zoning: II-I 39.37 Total Acres: Acres to be Rezoned: 43   |
| Lot Characteristics: Regidential                                     | and undeveloped  |
| WATER  | SEWER  |
| Private Well   | Private Septic System  |
| Public Water System  | Public Sewer System  |
| If public, name of supplier:   |  |
| rezoning for warehous  | urrounding parcels requesting I-1 sings expensions adapting to market conditions evicinity of the property you wish to rezone: |
| North South  | Fact West  |

| 1. Describe the current use of the property you wish to rezone.  Cesidential + undeveloped  |
|---|
|   |
| 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?  It will not once surrounding properties   |
| are industrial - zoned.   |
| 3. Describe the use that you propose to make of the land after rezoning.  Trucking + wave housing   |
| 4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  Rezoning to industrial to allow for  trucking and warehousing.  5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property? |
| It will follow zoning changes to  |
| 6. Will the proposed zoning change result in a use of the property, which could cause an excessive of burdensome use of existing streets, transportation facilities, utilities, or schools?   |
| Applicant Signature: Consolidated from Date 7/11/2022  6 Seperale applications, all signed by applicant.  X. Jannaan Effingham County Zoning  |

### **AUTHORIZATION OF PROPERTY OWNER**

| MA ONE TOWN  |
|--|
| I, which is sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia   |
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved. |
| Name of Applicant/Agent: Cynthia (Cindy) Howze   |
| Applicant/Agent Address: JAH San Marco Drive   |
| City: Tybee Island State: GA Zip Code: 31328   |
| Phone: 912-10103-2288 Email: howze five a g Mail. COM  |
| Owner's signature Day E, I gon   |
| Print Name Mary E I gou  |
| Personally appeared before me May Tgon (Owner print)   |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  |
| Sworn and subscribed before me this day of, 20   |
| WINNIE LANE  |
| Notary Public, State of Georgia OTARY PUBLIC PUBLIC  |
| PUBLIC W   |
|  |

### **AUTHORIZATION OF PROPERTY OWNER**

| I, Lisa E Phillips, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia  |
|--|
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.   |
| Name of Applicant/Agent: <u>Lynthia (Cindy) Howze</u>  |
| Applicant/Agent Address: 144 Sau Marco Drive   |
| City: 14bee Island State: GA Zip Code: 31328   |
| Phone: 912-1063-2288 Email: howze five agmail.com  |
| Owner's signature Lisa E Phillips  Print Name Lisa E Phillips  |
| Personally appeared before me Lisa Phillips (Owner print)  |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  Sworn and subscribed before me this   |
| Notary Public, State of Georgia Landing August Andrews August County Cou |
| COUNT  |

## <u>ATTACHMENT B - OWNERSHIP CERTIFICATION</u>

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| 5/30/2000 , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 640 page 332.   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature Lisa Phillips  Print Name Lisa Phillips  |
| Owner's signature  |
| Print Name   |
| Owner's signature Print Name   |
| Sworn and subscribed before me this  |

DD. 17 (440) PMS 10 33A

00 JUH - 2 PH 12: 14

CLERK E.C.C.S.C.

332

File #: 319-00

Return Recorded Document to: Warren E. Ratchford P.O. Box 1810, Springfield, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

#### DEED OF GIFT

This Indenture made this 30th day of May, 2000, between LISA E. PHILLIPS, of the County of Effingham, State of Georgia, as party of the first part, hereinunder called Grantor, and LISA E. PHILLIPS and TIMOTHY E. PHILLIPS, JR., as parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the love and affection he/she has for the said Grantee, and the sum of ONE AND 00/100 (\$1.00) Dollar together with other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant and convey, and by these presents does hereby give, grant, convey and confirm unto the said Grantee, all her undivided interest in and to the following described property, to-wit:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 15.12 acres, more or less, known and designated as Parcel 2A, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated July 28, 1999, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 72-E, which is incorporated into this description by specific reference thereto.

Said plat showing the northeasterly boundary line lying in the center of the easement as shown on said plat above referred to and this deed is made subject to said easement running across the northeasterly boundary line of said property

This being the same property conveyed by Jesse W. Exley to Lisa E. Phillips as evidenced by that certain Deed dated December 3, 1999, recorded in Deed Book 605, page 393, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

. IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

TO E PHILLIPS

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Notary Public, Effinant My Commission Expl 0

PAGE NOL AOS

208

RETURN TO SUSAN W. COX 115 SAVANNAH AVE STATESBORO GA 30458

STATE OF GEORGIA COUNTY OF EFFINGHAM 02 APR 24 PH 2: 44

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

### ADMINISTRATRIX'S DEED

THIS INDENTURE, made and entered into this May of April, in the year two thousand two, between CHARLOTTE E. JOHNSON and LISA E. PHILLIPS, the duly constituted and appointed Administratrixes of the estate of JESSE WILLIAM EXLEY, deceased, late of said county, of the first part, and LISA E. PHILLIPS, of Rincon, Georgia, of the second part, witnesseth:

THAT WHEREAS the grantors herein were appointed the Administratrixes of the estate of JESSE WILLIAM EXLEY on February 14, 2001, by an order of the Probate Court of Effingham County, Georgia, and at the time of their appointment they were granted all of the powers set forth in O.C.G.A. § 53-12-232; and

THAT WHEREAS the debts of the estate have been paid and the estate fully administered, and the Administratrixes are now prepared to consummate the agreement with the heirs of the estate by dividing the remaining assets thereof;

NOW, THEREFORE, in consideration of the premises, and in the further consideration of the sum of Ten and no/100ths (\$10.00) Dollars purchase money in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the said parties of the first part have sold, bargained, and conveyed, and by these presents do sell, bargain, and convey, unto the said LISA E. PHILLIPS, her heirs and assigns, all that tract

or parcel of land situated, lying, and being in the county of Effingham and described as follows:

All that certain lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia, containing 5.00 acres, more or less, and being designated as Parcel -2B, as shown on that certain plat of survey prepared by Paul D. Wilder, registered land surveyor, dated July 28, 1999, and recorded in Plat Cabinet B, Slide 72-E, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said LISA E. PHILLIPS, her heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said JESSE WILLIAM EXLEY, deceased, in his lifetime.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year above written.

CHARLOTTE E. JOHNSON, as
Administratrix of the Estate of
JESSE WILLIAM EXLEY, Deceased

Signed, sealed and delivered in the presence of:

Withess \_

Notary Public

LISA E. PHILLIPS, as

Administratrix of the Estate of JESSE W. EXLEY, Deceased

Signed, sealed and delivery

Ausmov. Cox

Notary Public

210

FILED I D.D. BK:\_\_

RETURN TO SUSAN W. COX PAGE NO. 210 115 SAVANNAH AVE STATESBORO GA 30458 STATE OF GEORGIA COUNTY OF EFFINGHAM

02 APR 24 PH 2: 14

EUZABETH Z. HURSEY

#### ADMINISTRATRIX'S DEED

THIS INDENTURE, made and entered into this An day of April, in the year two thousand two, between CHARLOTTE E. JOHNSON and LISA E. PHILLIPS, the duly constituted and appointed Administratrixes of the estate of JESSE WILLIAM EXLEY, deceased, late of said county, of the first part, and DIANA LYNN SPIKES, of Rincon, Georgia, of the second part, witnesseth:

THAT WHEREAS the grantors herein were appointed the Administratrixes of the estate of JESSE WILLIAM EXLEY on February 14, 2001, by an order of the Probate Court of Effingham County, Georgia, and at the time of their appointment they were granted all of the powers set forth in O.C.G.A. § 53-12-232; and

THAT WHEREAS the debts of the estate have been paid and the estate fully administered, and the Administratrixes are now prepared to consummate the agreement with the heirs of the estate by dividing the remaining assets thereof;

NOW, THEREFORE, in consideration of the premises, and in the further consideration of the sum of Ten and no/100ths (\$10.00) Dollars purchase money in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the said parties of the first part have sold, bargained, and conveyed, and by these presents do sell, bargain, and convey, unto the said DIANA LYNN SPIKES, her heirs and assigns, all that tract or parcel of land situated, lying, and being in the county of

Effingham and described as follows:

All that certain lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia, containing 15 acres, more or less, and being designated as Parcel -1C, as shown on that certain plat of survey prepared by Leon A. Zipperer, Jr., registered land surveyor, dated February 16, 2002, and recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said DIANA LYNN SPIKES, her heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said JESSE WILLIAM EXLEY, deceased, in his lifetime.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year above written.

CHARLOTTE E. JOHNSON, as Administratrix of the Estate of JESSE WILLIAM EXLEY, Deceased

Signed, sealed and delivered

in the presence of:

2 On

Notary Public

estastast

LISA E. PHILLIPS, as
Administratrix of the Estate of
JESSE W. EXLEY, Deceased

Signed, sealed and solvered in the presence of:

Quan or col

Notary Public



# 477A-2

### **AUTHORIZATION OF PROPERTY OWNER**

| I, Jerry + Gail Phillips, being duly sworn upon his/her oath, being of   |
|--|
| sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia   |
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved. |
| Name of Applicant/Agent: Cynthia (Cindy) Howze   |
| Applicant/Agent Address: 144 San MarcoDR   |
| City: Typee Island State: GA Zip Code: 31328   |
| Phone: 912-10103/2288 Email: howzefive@gmail.com   |
| Owner's signature  Print Name  RIGG  AUDS  Wallips   |
| Personally appeared before me Jerry ! Gail Philips (Owner print)   |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  |
| Sworn and subscribed before me this 38 <sup>th</sup> day of June, 20 33.   |
| Suphorus Room Notary Public, State of Georgia  EXPIRES  GEORGIA September 16, 2023  GAM COVINGIA   |

## ATTACHMENT B - OWNERSHIP CERTIFICATION

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| 10/5/1998 , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 514 page 356.   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request. |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name FAU KMAlips   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this <u>a8th</u> day of <u>June</u> , 20 <u>aa</u> .  |
| Notary Public, State of Georgia  EXPIRES  September 16, 2023  UBLIC  LAM COULE   |

98 OCT -5 PN 4: 04

EUZAGENH Z. HURSEY CLERK E.C.C.S.C.

Real Estate Transfor Tax

Elizal Eliza Huruey

-10356

RETURN TO: EDWARD REDDICK ATTORNEY AT LAW P. O. BOX 385 SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the JAMES H. SNOOKS of the FIRST PART, and JERRY B. PHILLIPS and GAIL PHILLIPS 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 grant, bargain, sell and convey unto SECOND PARTIES, their heirs and assigns, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, known and designated as Lot Number 2, Abercorn Acres Subdivision. Said parcel of land is bounded on the north by Lot 1, said subdivision; on the east by lands of Jesse W. Exley, on the south by Lot 3, said subdivision and on the west by Old Augusta Road aka County Road Number 133.

Express reference is hereby made to a plat of said lands made by Wilder Surveying & Mapping, dated June 19, 1997, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, silde 394-F, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by deed from Jesse W. Exley to James H. Snooks described in that warranty deed dated March 20, 1997, recorded in Deed Book 431, page 690, aforesaid records.

SUBJECT, HOWEVER, to restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PRATIES, their heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

(SEAL)

Signed, sealed and delivered in the presence of:

Derda (1)

CH DEEDS VALUE NOTAR

PUBLIC MAM COUNT

### **AUTHORIZATION OF PROPERTY OWNER**

I, Panela 4 Timothy Whitfeld, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

| Name of Applicant/Agent: Cynthia (Cindy) Howze  |
|---|
| Applicant/Agent Address: 144 San Marco Drive  |
| City: Tuber 15 and State: A Zip Code: 31328   |
| Phone: 912-10163-2288 Email: howze five@ quail. co  |
| Owner's signature Line of W White Streng Whilfield  Print Name Time of the W White Strenger Course White the                            |
| Personally appeared before me Pamela : Timothy Whitfield winer print)   |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief. |
| Sworn and subscribed before me this 39m day of JUNE, 20 32.   |
| Notary Public, State of Georgia   |

## **ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed

| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
|--|
| , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 2492 page 204-205   |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.   |
| Owner's signature Parnela Subrified  Print Name Parnela & Whifield   |
| Print Name Pamela & Whitsiph   |
| $\rho$   |
| Owner's signature The Company of the |
| Print Name Timothy W White 18  |
| Owner's signature  |
| Print Name   |
|  |
| Sworn and subscribed before me this day of day of, 20  |
| Notary Public, State of Georgia  EXPIRES  GEORGIA September 16, 2023  CHAM COULT   |

8087571189 PARTICIPANT ID

### BK:2492 PG:204-205 D2018008903

FILED IN OFFICE CLERK OF COURT 10/10/2018 04:53 PM ELIZABETH Z. HURSEY, CLERK SUPERIOR COURT EFFINGHAM COUNTY, GA

Record and Return to: Brannen, Searcy & Smith, LLP P.O. Box 8002 Savannah, GA 31412 9702.5287 REAL ESTATE TRANSFER TAX

PAID: s254.00 PT-61 051-2018-002747

STATE OF GEORGIA

LIMITED WARRANTY DEED

COUNTY OF CHATHAM )

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen, between Lanier Renaissance, Inc., hereinafter called GRANTOR, and Timothy W. Whitfield and Pamela Gwen Whitfield, as Joint Tenants With Rights of Survivorship, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars and no/100 and other good and valuable consideration (\$10.00)

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alined, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee as tenants in common, for and during their lives and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs, executors, administrators and assigns of said survivors, all of the following described property, to-wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, CONTAINING FIVE (5) ACRES, MORE OR LESS, AND BEING KNOWN AS LOT 3, ABERCORN ESTATES SUBDIVISION, AS SHOWN AND MORE PARTICULARLY DESCRIBED ON THAT CERTAIN MAP OR PLAT MADE BY PAUL D. WILDER, R.L.S. #150, DATED JUNE 19, 1997 AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN PLAT CABINET A, SLIDE 394-F. FOR A MORE PARTICULAR DESCRIPTION REFERENCE IS HEREBY MADE TO THE AFORESAID PLAT, WHICH IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF.

Subject to any Easements or Restrictions of Record.

BK:2492 PG:205

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

Signed, sealed, and delivered

in the presence of

Unofficial Witness

Lanier Renaissance, Inc.

\_\_\_(L.S.)

By: Marion Thomas Lanier, III, Authorized

Signatory

Notary Public

Sean Kenneth Reeder NOTARY PUBLIC Bryan County, GEORGIA

My Commission Expires December 25, 2021

## **AUTHORIZATION OF PROPERTY OWNER**

| I, Shelli M. Whittle   | being duly sworn upon his/her oath, being of   |
|--|--|
| sound mind and legal age deposes and states; That subject matter of the attached application, as is shown  | he/she is the owner of the property which is   |
| I authorize the person named below to act as applicated Approval. I acknowledge and accept that I will be Commissioners, including any conditions, if the applications | be bound by the decision of the Board of   |
| Name of Applicant/Agent:   | (Cindy Howze   |
| Applicant/Agent Address: 144 Sau   | Marco DR   |
| City: Typee Island State:  | 6A Zip Code: 31328   |
| Phone: 972-1ele3-2288 Email: 1   | nowzefive@gmail.com  |
| Owner's signature Silli M. Whtt  | tee  |
| Print Name Shelli M. Whittle   |  |
|  | the  |
| Personally appeared before me Shelli M.  | Whittle (Owner print)  |
| Who swears before that the information contained in the of his/her knowledge and belief.   | nis authorization is true and correct to the best  |
| Sworn and subscribed before me this 20th_ day  | of June , 20 22.   |
| GE Septer  | PIRES ORGIA  OBLIC  OBL |

## **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| 4/1/2007, on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 1612 page 467.  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.   |
| Owner's signature Shell M. Whittle  Print Name Shell M. Whittle  |
| Print Name_Shelld M. Whittle   |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
| Sworn and subscribed before me this <u>a8</u> day of <u>June</u> , 20 <u>aa</u> .  |
| Notary Public, State of Georgia  EXPIRES  GEORGIA  September 16, 2023  Company of the control of |

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DOCK PAGE 01612 0467 2001 APR 13 AH 11: 04 ELIZABETH Z HURGEY CLERK E.C.C.S.C.

STATE OF GEORGIA

**QUIT CLAIM DEED** 

COUNTY OF GEORGIA

FOR \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned Grantor hereby does by these presents release, remise, and forever quitclaim unto Grantees:

DANA K. WHITTLE and SHELLI M. WHITTLE as Joint Tenants With Rights of Survivorship and not as tenants in common,

and/or their heirs, successors and assigns, all the right, title, interest, claim or demand that the undersigned may have or have had in and to the following described property:

#### SEE EXHIBIT "A" ATTACHED.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim, or demand any right or title to said premises or appurtenances, or any rights thereof..

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on this

\_\_ day of

APRIL, 2007.

Signed, sealed, and delivered in the presence of:

WITINESS

NOTARY PUBLIC

G J. McNum OTAA, 10/12/10 2 AUBLIG S

Exhibit "A"

BUCK

PAGE

01612 0468

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF EFFINGHAM, AND BEING KNOWN AND DESIGNATED AS LOT 4, ABERCORN ACRES SUBDIVISION, WHICH IS SHOWN AND MORE PARTICULARLY DESCRIBED BY THE PLAT OF SURVEY MADE BY WILDER SURVEYING AND MAPPING, DATED JUNE 19, 1997 AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN PLAT CABINET A, SLIDE 394-F. REFERENCE IS HEREBY MADE TO THE AFOREMENTIONED SUBDIVISION MAP FOR BETTER DETERMINING THE METES, BOUNDS AND DIMENSIONS OF THE PROPERTY HEREIN CONVEYED. PROPERTY CONTAINING IMPROVEMENTS THEREON KNOWN AS 1879 OLD AUGUSTA ROAD, RINCON, GEORGIA 31326.

### **AUTHORIZATION OF PROPERTY OWNER**

| I, Rowert Jovom, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia |
|--|
| I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.   |
| Name of Applicant/Agent: Cynthia (Cindy) Howze  Applicant/Agent Address: Marco DR  |
| City: Tuber Island State: CA Zip Code: 31328   |
| Phone: 912-663-2288 Email: howzefive@gulael.co   |
| Owner's signature Holy of form   |
| Print Name Robert J. Jovan   |
| Personally appeared before me Robert J. Jovan (Owner print)  |
| Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.  |
| Sworn and subscribed before me this day of, 20, 20   |
| Stephone & Robert & Robert & Expires & Expires   |
| Notary Public, State of Georgia  EXPIRES  GEORGIA  September 16, 2023  OR OF THE SEPTEMBER 16, 2023  OR OF THE SEPTEMBER 16, 2023  OR OF THE SEPTEMBER 16, 2023  |
|  |

## **ATTACHMENT B - OWNERSHIP CERTIFICATION**

| I, (we) the undersigned, do herby certify that I (we) own the property affected by the proposed  |
|--|
| Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  |
| 3/27/2007 , on file in the office of the Clerk of the Superior Court of  |
| Effingham County, in Deed Book 1607 page 257.  |
| I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.   |
| Owner's signature Robit ffor   |
| Print Name Robert J. Jovan   |
| Owner's signature  |
| Print Name   |
| Owner's signature  |
| Print Name   |
|  |
| Sworn and subscribed before me this day of, 20 22  |
| Notary Public, State of Georgia  EXPIRES  September 16, 2023  OF STATE OF SEPTEMBER 16, 2023  OF SEPTEMBER 16, 202 |
| A A M COO  |

| · I Jedionill tomill Mi    |     |
|----------------------------|-----|
| RATCHFORD & RAITI'ER,      | IIP |
| P.O. Box 1039              |     |
| Springfield, Georgia 31329 |     |
|                            |     |

Item XVII. 23.

STATE OF GEORGIA

COUNTY OF EFFINGHAM

QUITCHAIM DEED PAGE

THIS INDENTURE, made this \_\_\_\_\_ day of March, 2007, between JAN J. GONAN, of Effingham County, Georgia, as Party of the first part, hereinafter called Grantor, and ROBERT J. JOVAN, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of 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 Grantee, their heirs, executors, administrators and assigns, all of their right, title, and interest in and to the following described property, to wit:

ALL HER INTEREST IN AND TO: All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, of Effingham County, Georgia, being known as Lot Five 5), Abercom Acres Subdivision and more particularly described on that certain map or plat of survey prepared by Paul D. Wilder, Ga. RLS #1559, dated June 19, 1997, and recorded in Plat Cabinet A, Slide 394-F, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, said map or plat being specifically incorporated herein and made a part hereof by reference for a complete description of said property.

This being the same property conveyed by James H. Snooks to Robert J. Jovan and Jan J. Jovan as evidenced by that certain Warranty Deed dated May 1, 1998, recorded in Deed Book 477, page 234, aforesaid records.

SUBJECT HOWEVER to all valid restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor have signed and sealed this deed, the day and year first above written.

TITLE NOT EXAMINED BY SCRIVENER

Signed, sealed and delivered

in the presence of

NESS

NOTARY PUBLIC (Affix Notary Seal

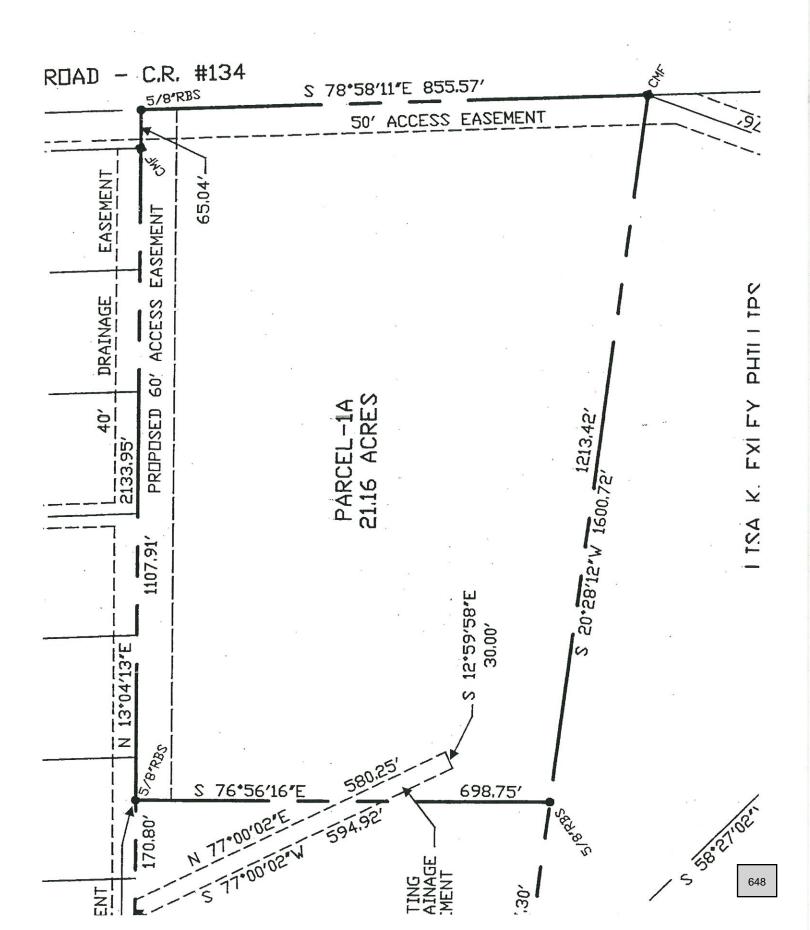
Commission Expires (M) 31, 10

SEAL)

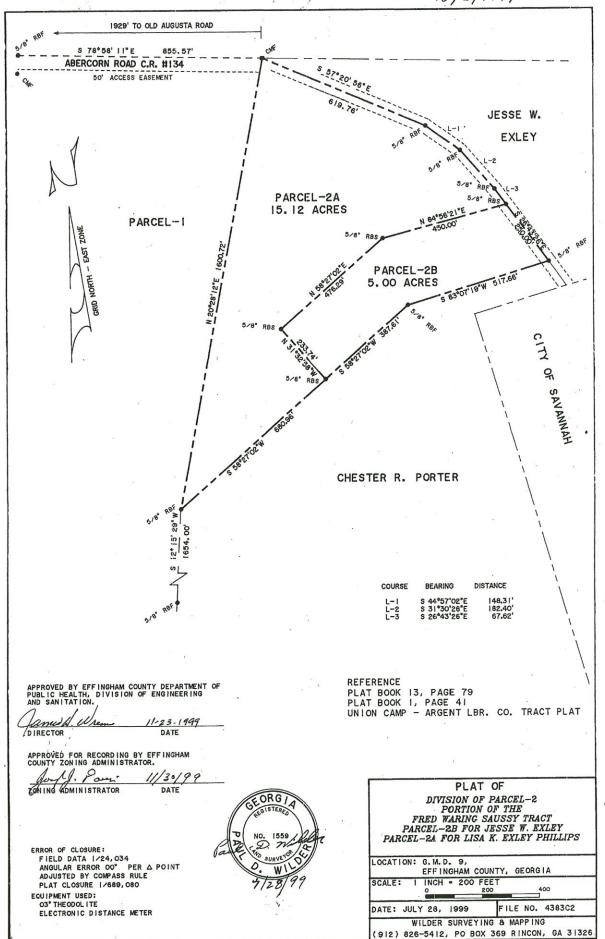
TRACY L. MORELOCK

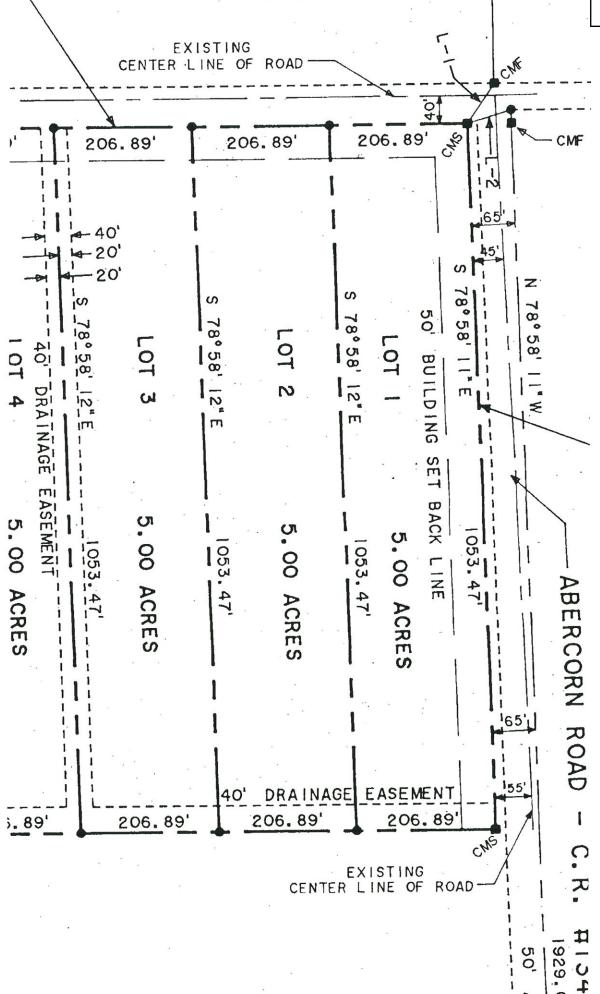
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Cochise County
My Commission Expires
January 31, 2010

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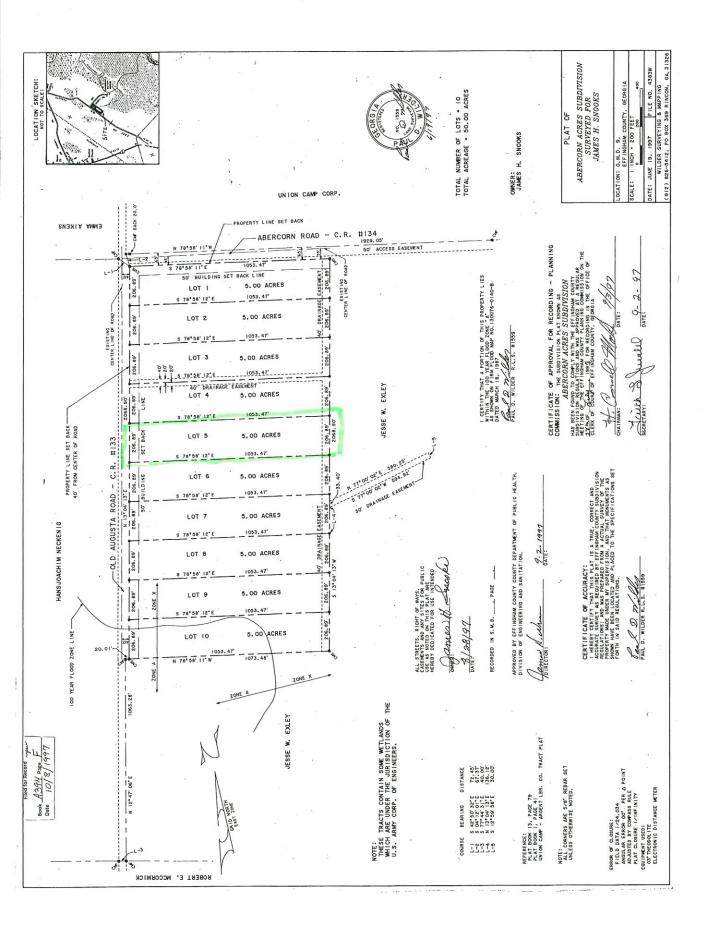


Book B72 Page E1





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| AD - C.R.                       | #133  |  |   | XISTING<br>LINE OF ROAD |   |
| 13" E                           |   | 2068.90'                                       |   |                         | <u> </u>  |
| 206.89                          | 206.89                                      | 206.89   | 206.89  | 206.89'                 | 206.89  |
| BUILDING                        | SET BACK                                    | LINE   |   | 1                       |   |
| S 78°58' 12" E 1053.47'  33.40' | LOT 5 5.00 ACRES  5.00 ACRES  206.89 2068.9 | S 78°58' 12"E 1053.47'  S 78°58' 12"E 1053.47' | 18-<br>1-2-<br>1-2-<br>1-1-1-1-1-1-1-1-1-1-1-1-1-1- |                         | S 78°58' 12" E 1053.47'  S 78°58' 12" E 1053.47'  EXIST NE EX LINE ER |
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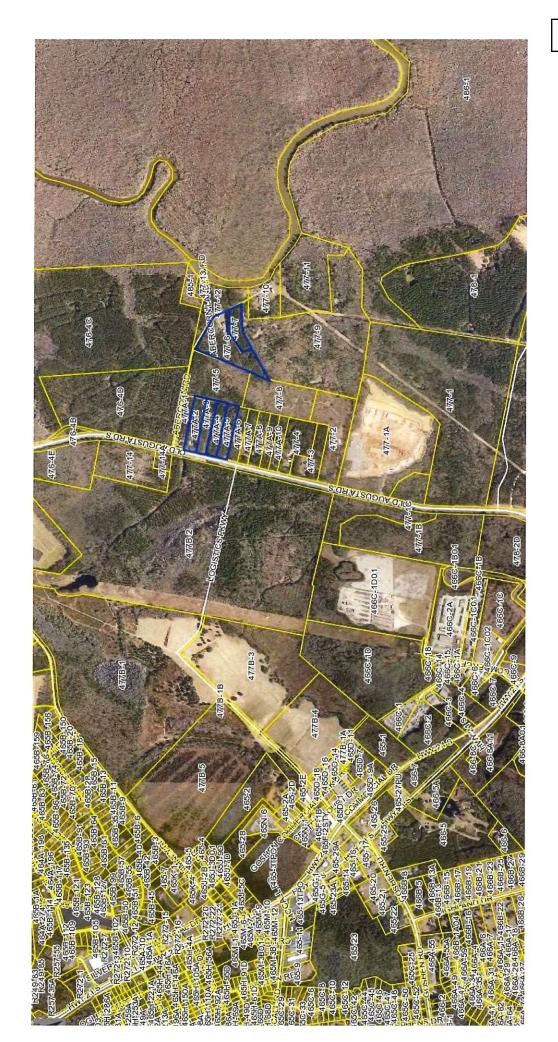
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### **OLD AUGUSTA ROAD** 4777-5 4777A-2 S OF AT SUSUE ALLO

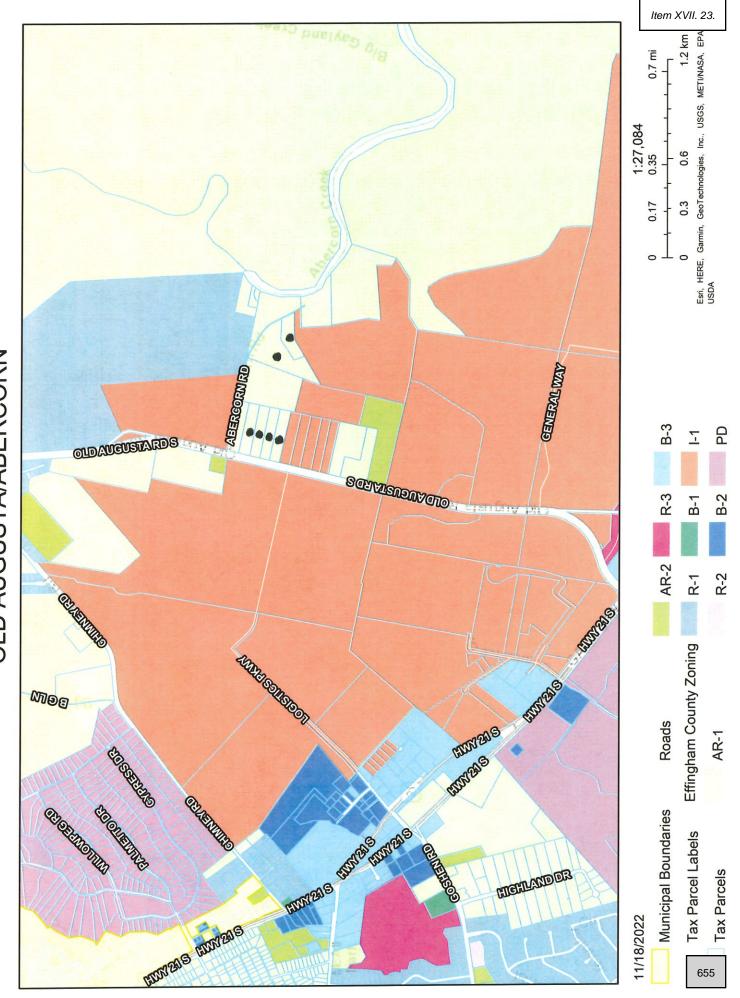
# ArcGIS Web AppBuilder Maxar | Esti., Inc., City of Naperville, Illinois | Effingham County BOC | https://www.fws.gov/wetlands/data/doata-download.html |

Effingham County BOC, Maxar

## 477-6,7 477A-2,3,4,5



### **OLD AUGUSTA/ABERCORN**



### 9.5 <u>EFFINGHAM COUNTY REZONING CHECKLIST</u>

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 Cynthia Howze as Agent for Lisa Phillips et al- (Map # 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5) from <u>AR-1</u> to <u>I-1</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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### CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL -

DISAPPROVAL

Of the rezoning request by applicant **Cynthia Howze as Agent for Lisa Phillips et al- (Map # 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5)** from <u>AR-1</u> to <u>I-1</u> zoning.





1. Is this proposal inconsistent with the county's master plan?





2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?





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?





5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes



7. Are nearby residents opposed to the proposed zoning change?

Yes



8. Do other conditions affect the property so as to support a decision against the proposal?



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APPROVAL

DISAPPROVAL\_\_\_\_

Of the rezoning request by applicant Cynthia Howze as Agent for Lisa Phillips et al— (Map # 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5) from AR-1 to I-1 zoning.

Yes (No?

1. Is this proposal inconsistent with the county's master plan?



2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?



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?



4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?



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?



6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?



7. Are nearby residents opposed to the proposed zoning change?



8. Do other conditions affect the property so as to support a decision against the proposal?

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### CHECK LIST:

The Effingham County Planning Commission recommends:

| APPROVAL / | DISAPPROVAL   |
|------------|---------------|
| II KOVAL   | DISALI KO VAL |

Of the rezoning request by applicant Cynthia Howze as Agent for Lisa Phillips et al- (Map # 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5) from <u>AR-1</u> to <u>I-1</u> 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?

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### CHECK LIST:

The Effingham County Planning Commission recommends:



Of the rezoning request by applicant Cynthia Howze as Agent for Lisa Phillips et al- (Map # 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5) from <u>AR-1</u> to <u>I-1</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
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- Yes 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes 7. Are nearby residents opposed to the proposed zoning change?
- Yes 8. Do other conditions affect the property so as to support a decision against the proposal?

### Staff Report

Subject: 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Katie Dunnigan, Zoning Manager

**Department:** Development Services **Meeting Date:** December 06, 2022

Item Description: Cindy Howze as Agent for Lisa E. Phillips et al. requests to rezone 39.27 acres from AR-1 to I-1, for future industrial use. Located on Old Augusta Road and Abercorn Road. Map# 477 Parcels# 6,7 Map# 477A Parcels# 2,3,4,5

### **Summary Recommendation**

Staff has reviewed the application, and recommends **denial** of the request to **rezone** 30.27 acres from **AR-1** to **I-1**, for future industrial use, with conditions.

### **Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section
   Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- The parcels are adjacent to industrial zoned land to the south, east, and west. There is one AR-1 parcel
  at the southeast corner of Abercorn Rd and Old Augusta Rd, and I-1 and R-1 zoned property north of
  Abercorn Rd.
- The required buffer between I-1 and AR/R zoning districts is 300'.
- These parcels may be better used for commercial development, as the required buffer between I-1 heavy industrial and Commercial zoning districts is 150', and between Commercial and AR/R property is 30'.
- The parcels have extensive wetlands coverage, and are situated in a sensitive area. Enhanced BMPs will be necessary for any intensive development: onsite detention pond storage designed to the 100-year rainfall event; minimal outlets from ponds; installation of site spill prevention, control, and countermeasures; ensuring that no surface water leaves the site; construction of berms to control runoff.
- The project site has frontage on Old Augusta Road, which is a designated truck route.
- Without a development plan, we cannot determine whether there is adequate space for industrial use, or whether a driveway onto Old Augusta Rd would comply with access management regulations.
- At the November 21, 2022 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 30.27 acres from **AR-1** to **I-1**, for future industrial use, with the following conditions:
  - 1. A sketch plan must be approved before site development plans are submitted.
  - 2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  - 3. Site development plans must comply with the County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, Access Management Regulations, and Ch. 34 Flood Damage Prevention.
  - 4. All wetlands impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
  - 5. A traffic must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
  - 6. All future development must be built to 100-year flood plain standards.
- And the added condition that:
  - Traffic access to Map/Parcels 477-6&7 shall be limited to Old Augusta Road, and shall not be permitted on Abercorn Road
- The motion was seconded by Alan Zipperer and carried unanimously.

### **Alternatives**

- 1. Approve the request to rezone 39.27 acres from AR-1 to I-1, for future industrial use, with conditions:
  - A Sketch Plan must be approved before site development plans are submitted.

Item XVII. 24.

- 2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
- 3. Site development plans must comply with the County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, Access Management Regulations, and Ch. 34 Flood Damage Prevention.
- 4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
- 5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- 6. All future development must be built to 100-year flood plain standards.
- 7. Traffic access to Map/Parcels 477-6&7 shall be limited to Old Augusta Road, and shall not be permitted on Abercorn Road.
- 2. Deny the request to rezone 39.27 acres from AR-1 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

**Attachments:** 1. Zoning Map Amendment

### STATE OF GEORGIA EFFINGHAM COUNTY

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

477-6,7 & 477A-2,3,4,5

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 477-6,7 & 477A-2,3,4,5

### 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 CINDY HOWZE AS AGENT FOR LISA PHILLIPS ET AL. has filed an application to rezone thirty nine and twenty-seven hundredth (39.27) +/- acres; from AR-1 to I-1 to allow for future industrial use; map and parcel number 477-6,7 & 477A-2,3,4,5, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on December 6, 2022 and notice of said hearing having been published in the Effingham County Herald on November 9, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on November 2, 2022; and

IT IS HEREBY ORDAINED THAT sixty and forty-three hundredth (30.29) +/- acres; map and parcel number 477- 6,7 & 477A-2,3,4,5, located in the 5<sup>th</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

- 1. A Sketch Plan must be approved before site development plans are submitted.
- 2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
- 3. Site development plans must comply with the County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, Access Management Regulations, and Ch. 34 Flood Damage Prevention.
- 4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
- 5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- 6. All future development must be built to 100-year flood plain standards.
- 7. Traffic access to Map/Parcels 477-6&7 shall be limited to Old Augusta Road, and shall not be permitted on Abercorn Road.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

COUNTY CLERK

| This day of,      | 20  |
|-------------------|---|
|                   | BOARD OF COMMISSIONERS<br>EFFINGHAM COUNTY, GEORGIA |
|                   | BY:WESLEY CORBITT, CHAIRMAN                         |
| ATTEST:           | FIRST/SECOND READING:                               |
| STEPHANIE JOHNSON |   |