(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Effingham County Georgia
Board of Commissioners

November 07, 2023 – 5:00 PM
Effingham County Administrative Complex
Meeting Chambers
804 South Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action 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 October 17, 2023 work session and regular meeting minutes

VII. **Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.

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

IX. **Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.

1. **[2023-568 Agreement]**

   Consideration to approve continuation of the license agreement with Verizon Wireless for site 133745 (Rincon)

2. **[2023-569 Purchase]**

   Consideration to ratify and affirm approval of Enterprise vehicle orders for the Effingham County Sheriff's Office

3. **[2023-570 Grant Application]**

   Consideration to approve a Grant Application to Norfolk Southern for a UAS (Drone)

4. **[2023-571 Meeting Cancel]**

   Consideration to approve to cancel the December 19, 2023 Board of Commissioners meeting

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

1. **[2023-474 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **MRD Partners, LLC / Nolan Andrews** as Agent for **Ronald V. Roberts & Barry Chenkin** to **rezone** 18.5 acres located at **4828, 4838 & 4884 McCall Road** from **R-2 & AR-1 to I-1** to allow for warehouse development **Map# 450D Parcel# 4A, 4B & 5** in the **Second District** *(postponed 10/03/2023)*

2. **[2023-475 Second Reading]**

   Consideration to approve the Second Reading of an application by **MRD Partners, LLC / Nolan Andrews** as Agent for **Ronald V. Roberts & Barry Chenkin** to **rezone** 18.5 acres located at **4828, 4838 & 4884 McCall Road** from **R-2 & AR-1 to I-1** to allow for warehouse development **Map# 450D Parcel# 4A, 4B & 5** in the **Second District** *(postponed 10/03/2023)*

3. **[2023-522 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requesting a **variance** from Section 3.4 to reduce required development buffers from industrial to residential located on McCall Road, **proposed zoning I-1**. **Map# 450D Parcel# 4A, 4B & 5,** in the **Second District** *(postponed, 10/03/2023)*

4. **[2023-523 Second Reading]**

   Consideration to approve the Second Reading of an application by **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requesting a **variance** from Section 3.4 to reduce required development buffers from industrial to residential located on McCall Road, **proposed zoning I-1**. **Map# 450D Parcel# 4A, 4B & 5**, in the **Second District** *(postponed 10/03/2023)*

5. **[2023-517 Sketch Plan]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **MRD Partners, LLC**, for a **Sketch Plan** located on McCall Road for **"Horizon Business Center"** zoned **I-1 Map# 450D Parcels# 4A, 4B & 5** in the **Second District** *(postponed, 10/03/2023)*

6. **[2023-524 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends denying an application by **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** to rezone 170 +/- acres located on Oetgen Road

from **AR-1 & R-4 to I-1** to allow for business development **Map# 399 Parcel# 3, 3D, 3Q, & 3R**, in the **First District** *(postponed, 10/03/2023)*

7. **[2023-525 Second Reading]**

   Consideration to approve the Second Reading of an application by **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** to **rezone** 170 +/- acres located on Oetgen Road from **AR-1 & R-4 to I-1** to allow for business development **Map# 399 Parcel# 3, 3D, 3Q, & 3R** in the **First District** *(postponed, 10/03/2023)*

8. **[2023-516 Sketch Plan]** *Chelsie Fernald*

   The Planning Board recommends denying an application by **Coleman Company**, for a **Sketch Plan** located on Oetgen Road for **"Oetgen Industrial"** zoned I-1 **Map# 399 Parcels# 3, 3D, 3Q & 3R** in the **First District** *(postponed, 10/03/2023)*

9. **[2023-526 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends denying an application by **Lex Bazemore** as Agent for**Wanda R. Williams** to **rezone** 17.67 acres located on Race Path Road from **AR-1 to R-4** with the **conditional use** to allow for an RV park **Map# 412 Parcel# 5A** in the **Fourth District** *(postponed 10/03/2023)*

10. **[2023-527 Second Reading]**

    Consideration to approve the Second Reading of an application by **Lex Bazemore** as Agent for **Wanda R. Williams** to **rezone** 17.67 acres located on Race Path Road from **AR-1 to R-4** with the **conditional use** to allow for an RV park **Map# 412 Parcel# 5A** in the **Fourth District** *(postponed 10/03/2023)*

11. **[2023-543 Second Reading]** *Chelsie Fernald*

    Consideration to approve the Second Reading of an application by **Joao Batista** for a conditional use for a rural business located at 174 Noel C. Conaway Road **Map# 352 Parcel #56**, in the **First District** *(1st reading approved, 10/17/2023)*

12. **[2023-554 Ordinance]** *Steve Candler*

    Consideration to approve the Second Reading to amend **Appendix C - Zoning Ordinance, Article III -** *Buffers* of the Code of Ordinances *(approved 1st Reading, 10/17/2023)*

13. **[2023-555 Ordinance]** *Steve Candler*

    Consideration to approve the Second Reading to amend the Code of Ordinances **Appendix C - Zoning Ordinance, Article V - Uses Permitted in Districts, Section 5.1 -** *AR-1 Agricultural Districts (1st reading approved, 10/17/2023)*

14. **[2023-556 Ordinance]** *Steve Candler*

    Consideration to approve the Second Reading of an Ordinance for **Chapter 14 - Buildings and Building Regulations, Article VIII -** *Unfit Buildings and Property* of the Effingham County Code of Ordinances *(1st reading approved, 10/17/2023)*

15. **[2023-513 Ordinance]** *Tim Callanan*

    Consideration to approve the Second Reading of a Speed Zone Ordinance to reduce the speed limit on a section of Stillwell Road *(1st reading approved, 10/17/2023)*

XI. New Business

1. **[2023-572 Agreement]** *Chris Reed*

   Consideration to approve a Services Agreement with Motorola Solutions for the Maintenance and SUA II agreement for the 700/800 Mhz Radio System, 911 and Sheriff's Dispatch consoles

2. **[2023-573 Payment]** *Alison Bruton*

   Consideration to approve Payment to GDOT for Project 0020095, SR 30/Kolic Helmey Roundabout

3. **[2023-574 Proposal]** *Alison Bruton*

   Consideration to approve a Proposal from Pond for the design services of the Goshen Road Widening Project

4. **[2023-575 Proposal]** *Alison Bruton*

   Consideration to approve a Proposal from Pond for the Phase II Design of the Clarence E. Morgan Complex

5. **[2023-576 Payment]** *Alison Bruton*

   Approval of GDOT Funding Request for Project 0006700, Effingham Parkway

6. **[2023-577 Change Order]** *Alison Bruton*

   Consideration to approve a Change Order with Legacy Water Group for the Loop B Construction Project

7. **[2023-578 Plan]** *Alison Bruton*

   Consideration to approve and adopt the Stormwater Masterplan as presented by POND & Company

8. **[2023-579 Annexation]** *Stephanie Johnson*

   Consideration to acknowledge Petition for Annexation as submitted by the City of Rincon for a property located at Hwy 21 S/ Lewis Drive **Map# 465J Parcel# 1A, 3A** in the **Fifth District**

9. **[2023-580 Ordinance]** *Chelsie Fernald*

   Consideration to approve the First Reading to amend **Part II - Official Code, Chapter 10, Article IV - Animal Care; 10-112 -** *Keeping of Fowl* of the Effingham County Code of Ordinances

10. **[2023-581 Ordinance]** *Chelsie Fernald*

    Consideration to approve the First Reading of an Ordinance for **Part II - Official Code, Chapter 42; Section 42-7 -** *Firearms* of the **Effingham County Code of Ordinances**

11. **[2023-582 Resolution]** *Stephanie Johnson*

    Consideration to approve Resolution# 023-027 to amend the Fiscal Year 2024 Budget

12. **[2023-583 Agreement]** *Tim Callanan*

    Consideration to approve an Intergovernmental Agreement between the counties of Chatham, Effingham and Liberty and Live Oak Public Libraries

13. **[2023-584 Resolution]** *Stephanie Johnson*

    Consideration to approve Resolution# 023-028 in support of reform and improvement of mental health services

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the October 17, 2023 executive session minutes

XV. Planning Board - 6:00 pm

1. **[2023-585 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **Donna Davis** requests to **rezone** 1.72 acres located at 119 Garden Lane from **AR-1 to AR-2** to allow for a recombination of parcels **Map# 388B Parcel# 18 & 19** in the **Fourth District**

2. **[2023-586 Second Reading]**

   Consideration to approve the Second Reading of an application by **Donna Davis** to **rezone** 1.72 acres located at 119 Garden Lane from **AR-1 to AR-2** to allow for a recombination of parcels. **Map# 388B Parcel# 18 & 19** in the **Fourth District**

3. **[2023-587 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **Anna Habersham Wright** requests to **rezone** 4.96 acres located at 733 Log Landing Road from **AR-1 to AR-2** to allow for the creation of a new home site **Map# 428 Parcel# 1** in the **Fourth District**

4. **[2023-588 Second Reading]**

   Consideration to approve the Second Reading of an application by **Anna Habersham Wright** to **rezone** 4.96 acres located at 733 Log Landing Road from **AR-1 to AR-2** to allow for the creation of a home site **Map# 428 Parcel# 1** in the **Fourth District**

5. **[2023-589 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **Marnier Group Ltd.** as Agent for **Robert Fletcher Waldour and Lynette Waldour** requests to **rezone** +/- 44.509 acres located on Blue Jay Road from **AR-1 to R-3** to allow for a multifamily residential development **Map# 326 Parcel# 17** in the **First District**

6. **[2023-590 Second Reading]**

   Consideration to approve the Second Reading of an application by **Marnier Group Ltd.** as Agent for **Robert Fletch Waldour and Lynette Waldour** to **rezone** +/- 44.509 acres located on Blue Jay Road from **AR-1 to R-3** to allow for a multifamily residential development **Map# 326 Parcel# 17** in the **First District**

7. **[2023-591 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **Marnier Group Ltd.** as Agent for **Robert Fletcher Waldhour and Lynette Waldhour** requesting a **Variance** to exceed the maximum building height allowed in the R-3 zoning district located on Blue Jay Road, **zoned AR-1,** proposed zoning R-3 **Map# 326 Parcel# 17** in the **First District**

8. **[2023-592 Second Reading]**

   Consideration to approve the Second Reading of an application by **Marnier Group Ltd.** as Agent for **Robert Fletcher Waldour and Lynette Waldour** requesting a **Variance** to exceed the maximum building height allowed in the R-3 zoning district located on Blue Jay Road, **zoned AR-1,** proposed zoning R-3 **Map# 326 Parcel# 17** in the **First District**

9. **[2023-593 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommends approving an application by **Quail Preserve, LLC.** requesting a **Variance** to eliminate the required buffer between commercial and AR zoning districts located on US Highway 80, zoned B-3 **Map# 329 Parcel# 41E01** in the **First District**

10. **[2023-594 Second Reading]**

    Consideration to approve the Second Reading of an application by **Quail Preserve, LLC** requesting a variance to eliminate the required buffer between commercial & AR zoning districts located on US Highway 80, zoned B-3 **Map# 329 Parcel# 41E01** in the **First District**

XVI. Adjournment

Staff Report

Subject: Consideration to approve continuation of the license agreement with Verizon Wireless for site 133745 (Rincon).
Author: Alison Bruton, Purchasing Agent; Clint Hodges, EEMA Director & Fire Chief
Department: Purchasing, EEMA & Fire
Meeting Date: 11.7.2023
Item Description: License Agreement with Verizon Wireless for Tower Use

Summary Recommendation: Approval to renew.

Executive Summary/Background:

- The County currently has a license agreement in place with Verizon Wireless which allows co-location of radio antennas. The terms of the agreement are December 2010 to December 2015 with four additional five year renewals unless otherwise cancelled.
- The county owns, operates and maintains its own equipment.
- There are no payments to Verizon.
- The radio frequencies used are already identified and coordinated with Verizon.
- The agreement can be terminated with 90 days written notice with or without cause.
- The Fire Chief has indicated he would like the agreement to continue.
- The County attorney has previously reviewed and approved the agreement.

Alternatives for Commission to Consider

1. Board approval to allow the license agreement with Verizon Wireless for site ID 133745 to continue until the next renewal date of December 2025.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EEMA, Fire.

Funding Source: N/A

Attachments: Fully Executed License Agreement

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 10 day of December 2017 between Verizon Wireless of the East LP d/b/a Verizon Wireless, a Delaware limited partnership, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called Licensor, and Effingham board of Comm., with its principal office at 601 N. Laurel Street, Springfield, Georgia 31329 hereinafter called Licensee.

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee that certain parcel of property (hereinafter called Property), Tower Identifier Rincon (aka Hwy 21)/ 133745, located at State Hwy 21, Rincon, Effingham County, Georgia, and being described as all that certain tract, lot, or parcel of land being, lying and situate in the 9th G.M. District, Effingham County Georgia, containing 7.99 acres, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Georgia State Hwy 21 to the demised premises, said Property and right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Also, Licensor grants to Licensee a license to place antennas on Licensor's communications facility and to place equipment cabinet(s) outside Licensor's building as shown on attached Exhibit "B" hereto and made a part hereof, hereinafter called the "Premises". This License Agreement shall be subject to the following terms and conditions:

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

2. Licensee may have the option to extend this license for four (4) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. (Intentionally omitted)

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals

required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be

responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licensor which shall protect

Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as named insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

Bodily Injury	..... $2,000,000
	..... $2,000,000
Property Damage	..... $1,000,000
	..... $1,000,000

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefore. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Warranty Deed dated October 13, 1987 between the Savannah Cellular Limited Partnership d/b/a Cellular One of Savannah, predecessor in interest to Licensor herein and Thomas L. Exley, hereinafter referred to as the 'Prime Lease' and attached hereto as Exhibit "D". This License Agreement is subject to the Prime Lease and Licensee shall be bound by all terms and conditions of the Prime Lease. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Licensor, if able, will give the Licensee ninety (90) days prior notice.

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

(a) If to Licensor,
Verizon Wireless of the East LP d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

or to such other address as Licensor may furnish to Licensee in writing.

(b) If to Licensee,
Effingham Board of Comm
601 N. Laurel Street
Springfield, GA 31329
Attn: Val Ashcraft

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

WITNESS the following signatures:

WITNESS:

Patrice Crawley

Patrice Crawley
Print Name

WITNESS:

Lynne Carlisle

Lynne Carlisle
Print Name

LICENSEE:
Effingham Board of Comm

10/19/10

LICENSOR:
Verizon Wireless of the East LP
d/b/a VERIZON WIRELESS
By Verizon Wireless of Georgia LLC,
Its General Partner
By Cellco Partnership, Its Sole Member
~~Verizon Wireless of the East LP d/b/a Verizon Wireless~~

Hans F. Leutenegger
Area Vice President Network

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

EXHIBIT "A"
Legal Description of Property and of the Easement

ALL that certain tract, lot or parcel of land being, lying and situate in the 9th G.M. District, Effingham County, Georgia, containing 7.99 acres, more particularly described as follows: For Point of Beginning start at a P.K? [sic] pin found in the center line of Georgia State Highway No. 21 (GA. D.O.T. Station 190 plus 00) and running East 183.02 feet along said center line to a P.K. pin set in said center line; thence running South 36° 02' West a distance of 180.11 feet to an iron pin which is the Point of Beginning; thence running South 36° 02' West a distance of 590.00 feet along the center line of an earth road to an iron pin; thence running North 53° 58' West a distance of 590.00 feet to an iron pin; thence running North 36° 02' East a distance of 590.00 feet to an iron pin; thence running South 53° 58' East a distance of 590.00 feet to an iron pin which is the Point of Beginning; all as is more clearly shown on that certain plat prepared by Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers, Savannah, Georgia, recorded in Plat Record Book 18, Page 221, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, to which reference is made for additional description.

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

Proposed Configuration					
Sector	Sector 1	Sector 2	Sector 3	Sector 4	AUX
Desired Rad Center (ft AGL)	360'	315'	185'		326'
Antenna Quantity	2	1	1		1
Antenna Manufacturer	Sinclair	Sinclair	Motorola		AutoQuad
Antenna Model	SC479-HF1LDF	SC479-HF1LDF	85009294001		TTA Amplifier
Weight (lbs per antenna)	34	34	90		30
Antenna Dimensions (HxWxD) (in)	172.5"	172.5"	72"		24"x 6"x 6"
ERP (watts)	162	162	0.158W		
Antenna Gain (dB)	9.5 dbd	9.5 dbd			
Orientation/Azimuth (Degrees)	omni	omni	287.2 degrees		
Mount Mfg and Model					
Mount Height (On Tower)					
Auxiliary Equipment Mfg , Model & No.					
Mounting Height					
Transmit Frequency (MHz)			5925 - 6025 MHz		
Receive Frequency (MHz)			6175-6275 MHz		
Number of Coax Cables Per Antenna	2	1	1		1
Diameter of Coax Cables (in)	1.25"	7/8"	Braided Coax		.5"
Type of Service (i.e CDMA, GSM, TDMA, PAGING):	FDMA Voice				

Please Note: "AUX" can be used for Microwave, TTA, LNA, GPS, or E911 antenna information.

Proposed Configuration			
Required Voltage and Total Amperage:	100A single phase 120/240 Volt Trailer 200Z single phase 120/240 Volt Perm		
Electrical Service Provider:		Electrical Service Telephone Number:	

Generator Ground Space Requirement (HxWxD)(ft):	5'x11 'x '	Fuel Type (Natural Gas, Diesel):	**Diesel**
Generator Owner (Applicant/Tenant, SpectraSite):	Applicant	Fuel Tank Location:	☒**Attached** ☐**Separate** ☐**None**
Capacity (KW):		Fuel Tank Size (Gallons):	

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

Exhibit B (continued)

Equipment Enclosure Type:	☐ BTS Cabinets/Number of BTS Cabinets: ☒ Outdoor Shelter ☐ Other:
Total Ground Space Dimensions (HxWxD)(ft):	' x ' x ' 11'8" x 16'6"
Cabinet/BTS/Shelter Pad Dimensions (HxWxD)(ft):	' x ' x '
Concrete Pad Dimensions (HxWxD)(ft):	' x ' x '
Cabinet/Shelter Manufacturer/Model:	

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

EXHIBIT "C"

Revision: 4/6/95

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

a. American National Standards Institute:

ANSI/EAI-222E Structural Standards for Steel Antenna Towers and Antenna Supporting Structures

b. Federal Aviation Administration Regulations:

Vol. XI, Part 77 Objects Affecting Navigable Airspace

Advisory Circular AC 70/7460 Obstruction Marking and Lighting

Advisory Circular AC 150/5345-43, High Intensity Obstruction Lighting Systems

FAA/DOD Specifications L-856

c. Federal Communications Commission Rules and Regulations:

Code of Federal Regulations Title 47 Construction, Marking and Lighting of Antenna Structures

Chapter I, Part 17

d. National Electrical Code

e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

g. State Fire Safety Code

h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX© Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:

a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
b. Fully executed License Agreement.
c. Copies of FCC Licenses and construction/building permits.
d. Final site plan outlining property boundaries, improvements, easements and access.
e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Licensor.

a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
b. Add-on power amplifiers.
c. "Hybrid" equipment with different manufacturers' RF strips.
d. Open rack mounted receivers and transmitters.
e. Equipment with crystal oscillator modules which have not been temperature compensated.
f. Digital/analog hybriding in exciters, unless type-accepted.
g. Non-continuous duty rated transmitters used in continuous duty applications.
h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
i. Change in operating frequency(ies).
j. Ferrite devices looking directly at an antenna.
k. Nickel plated connectors.
l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to **1-800-852-2671.**

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of

the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
2. 30-76 MHz
   - Isolators required
   - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
   - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
   - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
   - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Licensor.

B. Additional protective devices may be required based upon Licensor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Radio (VSWR) measurements
15. Existing cavity selectivity

C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
C. Must meet manufacturer's VSWR specifications.
D. Any corroded elements must be repaired or replaced.
E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
F. No welding or drilling on mounts will be permitted.
G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

A. All antenna lines to be approved by Licensor.
B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
D. Any cable fasteners exposed to weather must be stainless steel.
E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
H. All AC line cords must be 3 conductor with grounding plugs.
I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliax, Superflex or braided grounds with foil wrap.

V. CONNECTORS

A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
B. Must be properly fabricated (soldered if applicable) if field installed.
C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
D. Male pins must be of proper length according to manufacturer's specifications.
E. Female contacts may not be spread.
F. Connectors must be pliers tight as opposed to hand tight.
G. Must be silver plated or brass.
H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

A. No RF preamps permitted in front end unless authorized by Licensor.
B. All RF shielding must be in place.
C. VHF frequencies and higher must use helical resonator front ends.
D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

A. Must meet original manufacturer's specifications.
B. All RF shielding must be in place.
C. Must have a visual indicator of transmitter operation.
D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).
E. All low-level, pre-driver and driver stages in exciter must be shielded.
F. All power amplifiers must be shielded.
G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

A. Shall at all times meet manufacturer's specifications.
B. Must be tuned using manufacturer approval procedures.
C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

A. All cabinets must be bonded together and to the equipment building ground system.
B. All doors must be secured.
C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
B. Installation may take place only after Licensor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

A. All external indicator lamps/LED's must be working.
B. Equipment parameters must meet manufacturer's specifications.
C. All cover, shield, and rack fasteners must be in place and securely tightened.
D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

15

1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

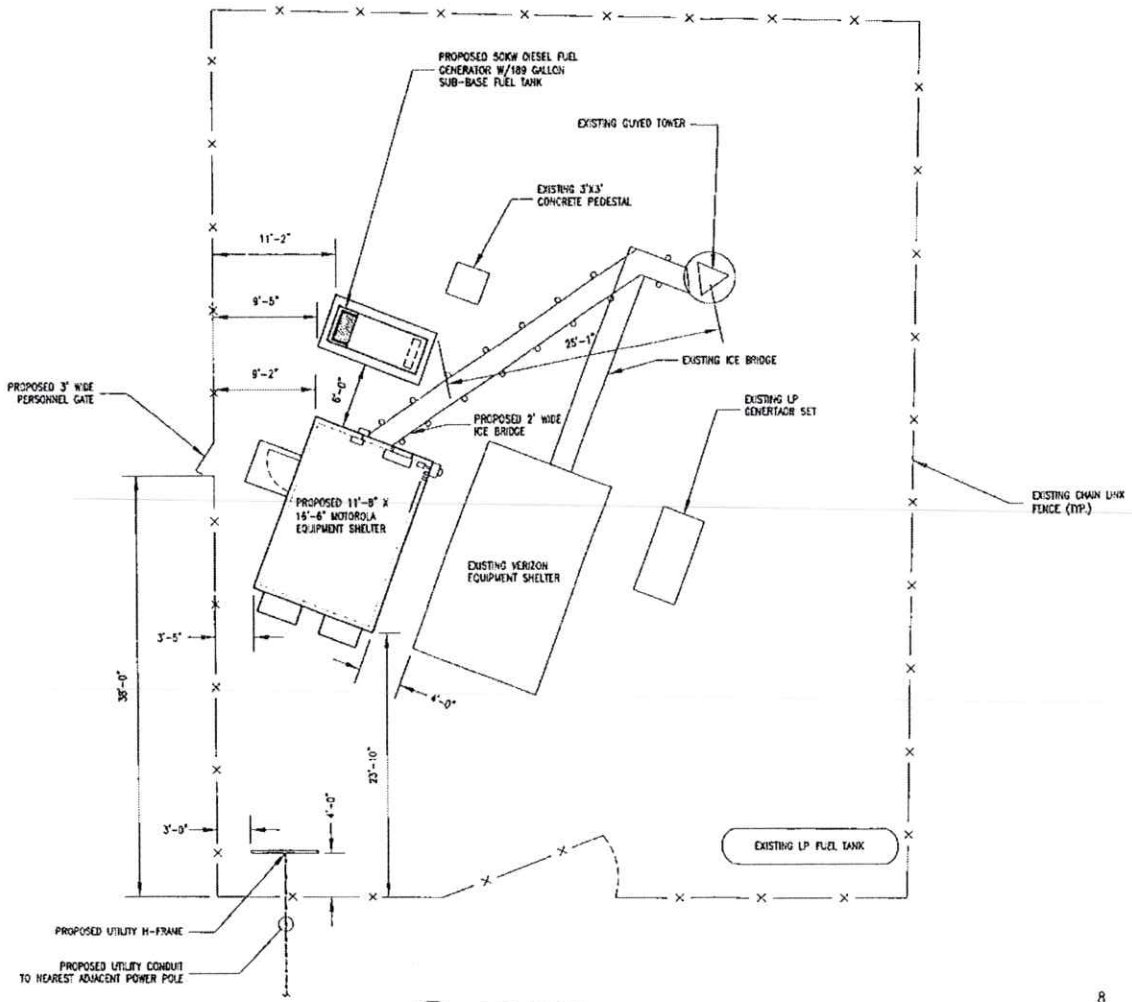
1. Personnel on site shall be required to communicate with the Network Operating Center by calling **1-800-852-2671** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

Licensor Site Name: Rincon (aka Hwy 21)
Licensor Site ID: 133745

Licensee Site Name:
Licensee Site ID:

Exhibit "D"
Prime Lease

Licensor Owned



1/LE SITE LAYOUT
SCALE: 3/32" = 1'-0"

8 0 8 16
SCALE: 3/32" = 1'-0"

MOTOROLA
1700 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 873-5087
FAX: (770) 333-9690

VERIZON TOWER
ASR #1020038
EFFINGHAM COUNTY, GA

MACTEC PROJECT NO: 5143-10-XXXX	
DRAWN: JSG	CHECKED: FDS
APPROVED: FDS	DATE: 07/26/10

MACTEC
MACTEC ENGINEERING AND CONSULTING, INC.
3200 TOWN POINT DRIVE NW, SUITE 100
KENNESAW, GA 30144
PHONE: (770) 421-3400 FAX: (770) 421-3486

NO.	DATE	REVISION
A	07/30/10	LEASE EXHIBIT

SEAL

SHEET NO. & NAME

LE
SITE LAYOUT
PLAN

GTA AGENCY AGREEMENT

This agreement is dated 7/20 2010 between Verizon Wireless (VAW) LLC (a Delaware LLC) dba Verizon Wireless and Cellco Partnership (a Delaware Partnership) dba Verizon Wireless and Verizon Wireless of the East LP (a Delaware LP) dba Verizon Wireless ("Verizon Wireless") and Effingham County BOC ("Agency"), a city, county, municipality or other political sub-division of the State of Georgia that agrees to be bound by Georgia Technology Authority's (GTA's) Rules for the limited purpose of the Georgia Technology Authority (GTA) conducting, coordinating or facilitating a technology resource purchase or solicitation on their behalf.

This Agency Agreement shall be governed by the terms and conditions of that certain ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES between Georgia Technology Authority ("GTA") and Verizon Wireless, dated January 17, 2005 ("Enterprise Agreement"), a copy of which is attached hereto and incorporated herein by reference. Verizon Wireless hereby agrees to extend the privileges and benefits of the Enterprise Agreement in consideration of Agency's agreement herein to be bound by all the terms and conditions set forth in the Enterprise Agreement. GTA will only be responsible for services provided to GTA and will not be responsible for payments for services provided to any individual Agency. Agency hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. For all purposes of the Enterprise Agreement, Agency shall perform its obligations in the same manner as GTA under the Enterprise Agreement and Verizon shall provide equipment and services to GTA and Agencies in like manner, except as otherwise provided here

VERIZON WIRELESS

By: _____

Name: _____

Title: _____

Date: _____

AGENCY

By: _____

Name: CD Zeigler

Title: Chairperson

Date: 7/20/10

Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document.

Staff Report

Subject: Ratification of Approval of Enterprise vehicle orders for ECSO
Author: Alison Bruton, Purchasing Agent
Department: ECSO
Meeting Date: November 7, 2023
Item Description: Approval of Enterprise vehicle orders for ECSO

Summary Recommendation: Staff recommends approval for these vehicles.

Executive Summary/Background:

- The vehicles included in this order are as follows:
    - 2 – 2023 F-150 XL (ECSO)
        - All vehicles listed above will replace current/aging vehicles in the ECSO fleet and will allow for additional in-fleet Chargers to be utilized for patrol. We are being told this is the last year Dodge will be producing the Charger and Durango vehicles, so ECSO is shifting vehicles around.

Alternatives for Commission to Consider

1. Ratification of Approval of Enterprise vehicle orders for ECSO
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Purchasing, Finance, Department Heads
Funding Source: Budget amendments may be needed if vehicles received this fiscal year
Attachments:

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 7543779

Prepared For: Effingham Sheriff's Department
Harrington, Danny

Date 10/09/2023
AE/AM KW0/0JB

Unit #
Year 2023 **Make** Ford **Model** F-150
Series XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 60 **State** GA **Customer#** 620358

$ 48,805.08		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges 7.0000% **State** GA
$ 39.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 48,805.08		Total Capitalized Amount (Delivered Price)
$ 658.87		Depreciation Reserve @ 1.3500%
$ 280.84		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 939.71		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Robert Brown
Exterior Color	(0 P) Carbonized Gray Metallic
Interior Color	(0 I) Black w/Unique Sport Cloth 40/Console/4
Lic. Plate Type	Government
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 0.00	Full Maintenance Program[3] Contract Miles 0	OverMileage Charge	$ 0.0450 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

$ 0.00	**Additional Services SubTotal**	
$ 0.00	Sales Tax 0.0000%	**State** .
$ 939.71	**Total Monthly Rental Including Additional Services**	
$ 9,272.88	Reduced Book Value at 60 Months	
$ 400.00	Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE Effingham Sheriff's Department
BY DocuSigned by: E02FC77EA4794C4... **TITLE** County Manager **DATE** October 10, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2023 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$39,662	$41,530.00
Total Options	$5,054.00	$5,555.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$46,711.00**	**$49,080.00**

SELECTED COLOR:

Exterior: M7-(0 P) Carbonized Gray Metallic

Interior: JB-(0 I) Black w/Unique Sport Cloth 40/Console/40 Front-Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	$-683.00	$-750.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18B	Black Platform Running Boards	$228.00	$250.00
19S	STX Appearance Package	$1,670.00	$1,835.00
19SGRL	Molded-In Color Black Honeycomb Style Grille	Included	Included
425	50 State Emissions	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
524	SYNC 4 w/Enhanced Voice Recognition	Included	Included
53B	Class IV Trailer Hitch Receiver	$286.00	$315.00
582	Radio: AM/FM SiriusXM w/360L	Included	Included
595	Fog Lamps w/Black Bezels	Included	Included
642	Wheels: 20" 6-Spoke Machined-Aluminum	$573.00	$630.00
861DEC	Box Side Decals	Included	Included
861FRB	Body-Color Front & Rear Bumpers	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
995	Engine: 5.0L V8	$2,329.00	$2,560.00
J	Unique Sport Cloth 40/Console/40 Front-Seats	$269.00	$295.00
JB_01	(0 I) Black w/Unique Sport Cloth 40/Console/40 Front-Seats	NC	NC
LUMBAR	Manual Driver/Passenger Lumbar	Included	Included
M7_05	(0 P) Carbonized Gray Metallic	NC	NC
NONGV2	GVWR: 6,800 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
POCKET	Driver/Passenger Seat Back Pocket	Included	Included
T22	Tires: 275/60R20 BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL3	Electronic Locking w/3.31 Axle Ratio	$382.00	$420.00

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Running Boards: running boards
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Paint Type: decal
- Grille: black w/body-colour surround grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with locking box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Fog Lights: front fog lights

Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

- Seating Capacity max. seating capacity of 5
- Front Bucket Seats: front bucket seats
- Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
- Reclining Driver Seat: manual reclining driver and passenger seats
- Driver Lumbar: manual driver and passenger lumbar support
- Driver Fore/Aft: manual driver and passenger fore/aft adjustment
- Front Centre Armrest Storage: front centre armrest
- Rear Seat Type: rear 60-40 split-bench seat
- Rear Folding Position: rear seat fold-up cushion
- Leather Upholstery: cloth front and rear seat upholstery
- Headliner Material: full cloth headliner
- Floor Covering: full vinyl/rubber floor covering
- Cabback Insulator: cabback insulator
- Shift Knob Trim: urethane shift knob
- Interior Accents: metal-look interior accents

Standard Engine:

- Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

- Transmission 10-speed automatic w/ OD and PowerShift automatic

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 7546976

Prepared For: Effingham Sheriff's Department
Harrington, Danny

Date 10/09/2023
AE/AM KW0/0JB

Unit #
Year 2023 **Make** Ford **Model** F-150
Series XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 60 **State** GA **Customer#** 620358

$ 51,935.00		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges 7.0000% **State** GA
$ 39.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 51,935.00		Total Capitalized Amount (Delivered Price)
$ 865.24		Depreciation Reserve @ 1.6660%
$ 264.90		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,130.14		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program[3] Contract Miles 0 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 0.00		Sales Tax 0.0000% **State**
$ 1,130.14		**Total Monthly Rental Including Additional Services**
$ 20.60		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Robert Brown
Exterior Color	(0 P) Iconic Silver Metallic
Interior Color	(0 I) Black w/Unique Sport Cloth 40/Console/4
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

DocuSigned by:
LESSEE Effingham Sheriff's Department
BY E02FC77EA4794C4... **TITLE** County Manager **DATE** October 10, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2023 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$43,366	$45,410.00
Total Options	$5,669.00	$6,230.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$51,030.00**	**$53,635.00**

SELECTED COLOR:

Exterior: JS-(0 P) Iconic Silver Metallic

Interior: JB-(0 I) Black w/Unique Sport Cloth 40/Console/40 Front-Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	$-683.00	$-750.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18B	Black Platform Running Boards	$228.00	$250.00
19S	STX Appearance Package	$1,670.00	$1,835.00
19SGRL	Molded-In Color Black Honeycomb Style Grille	Included	Included
413	Skid Plates	Included	Included
425	50 State Emissions	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
524	SYNC 4 w/Enhanced Voice Recognition	Included	Included
53B	Class IV Trailer Hitch Receiver	$286.00	$315.00
55A	FX4 Off-Road Package	$997.00	$1,095.00
55ADEC	4x4 FX4 Off-Road Bodyside Decal	Included	Included
55AHDC	Hill Descent Control	Included	Included
55AOSA	Off-Road Tuned Front Shock Absorbers	Included	Included
582	Radio: AM/FM SiriusXM w/360L	Included	Included
595	Fog Lamps w/Black Bezels	Included	Included
642	Wheels: 20" 6-Spoke Machined-Aluminum	$573.00	$630.00
861FRB	Body-Color Front & Rear Bumpers	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
995	Engine: 5.0L V8	$2,329.00	$2,560.00
J	Unique Sport Cloth 40/Console/40 Front-Seats	$269.00	$295.00
JB_01	(0 I) Black w/Unique Sport Cloth 40/Console/40 Front-Seats	NC	NC
JS_01	(0 P) Iconic Silver Metallic	NC	NC
LUMBAR	Manual Driver/Passenger Lumbar	Included	Included
MONOSK	Monotube Rear Shocks	Included	Included
NNGV6	GVWR: 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
POCKET	Driver/Passenger Seat Back Pocket	Included	Included
ROCKMD	Rock Crawl Mode	Included	Included
T2P	Tires: 275/60R20 BSW AT	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL3	Electronic Locking w/3.31 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Running Boards: running boards
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Paint Type: badging
- Grille: black w/body-colour surround grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with locking box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps

Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Staff Report

Subject: Norfolk Southern Grant Application
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 11/07/2023
Item Description: Consideration to approve a grant application to Norfolk Southern for a UAS (Drone)

Summary Recommendation: Staff recommends approving the submission of a grant application to Norfolk Southern for a UAS (Drone)

Executive Summary/Background:

Norfolk Southern Railroad has a Safety First Grant program, with applications limited to $15,000. Effingham County Fire Rescue is requesting to apply for this grant to fund a UAS (Drone). ECFR/EMA has FAA Part 107 licensed pilots, so this UAS would open up additional response capabilities, while also enabling emergency personnel to survey large, hazardous scenes from a distance, before committing staffing and additional equipment.

No funding match is required.

Options/Alternatives for Commission to Consider:

Recommended: Approval of an application to Norfolk Southern for a UAS (Drone)

Other Alternative(s): Deny

Department Review: Fire-Rescue

Funding Source: N/A

Attachments: NS Grant Application



Review Your Application

Please review your proposal information. If you are not ready to submit your proposal at this time, click the "Save Only" button. The proposal will then be available to edit from the Welcome page. Clicking the Submit button will immediately send the application to Norfolk Southern and you will then be unable to perform further editing.

Contact Info

*Salutation	Mr.
*First Name	Clinton
*Last Name	Hodges
*Title	Fire Chief/EMA Director
*Telephone	912-429-3615
*Email Address	chodges@effinghamcounty.org

Organization Information

*Organization Legal Name	Effingham County Fire Rescue
*Address	804 S Laurel St
Address 2	
*City	Springfield
*State	Georgia
*Division	Coastal
*Zip/Postal Code	31329
*Main Telephone	912-429-3615
Website Address	www.effinghamcounty.org
*Main Email Address	chodges@effinghamcounty.org

*Organization's Fiscal Year Start Date	07/01/2023
*Organization's Fiscal Year End Date	06/30/2024
*IRS 501 c3 Determination Letter/Tax Exemption Letter	irs letter.pdf (132.9 K), uploaded by Clinton Hodges on 10/26/2023
*W9 Form	W-9 Effingham BOC signed 1-30-23.pdf (505.67 K), uploaded by Clinton Hodges on 10/26/2023
*Employer Identification Number (EIN)	586000821

Organization Details

*Organization Type	Fire Department
*Tax Status	County
*Non-Discrimination Policy?	Yes, I will upload a file
Non-Discrimination Policy File	2.02-Affirmative-Action-Equal-Opportunity.pdf (81.18 K), uploaded by Clinton Hodges on 10/25/2023

Program Information

*Project/Program Title	UAS Drone for Emergency Response
Primary Focus Area	Safety Initiatives
*Focus Area Subtype	Response readiness
*Referral	No
*Requested Amount	$11,529.00
*Project/Program Description	Effingham County Fire Rescue (ECFR) will use this funding to add UAS (Drone) capability to our agency. We currently have FAA licensed UAS pilots on staff. This capability will increase the safety of both our emergency

services staff, but also our citizens, as we will be able provide a quicker response to hazardous materials incidents, weather emegencies, and other potentially large scale events.

*Use of Funds

Program expenses $11,529.00

Total
$11,529.00

Project/Program Budget File

UAS Quote.pdf (909.55 K), uploaded by Clinton Hodges on 10/25/2023

*Identify Problem

Effingham County is a rapidly growing community adjacent to the Port of Savannah. Effingham County is supplied by three railroads, of which approximately 29 track miles are owned by Norfolk Southern. With the rapid growth of our community, which includes heavy manufacturing, warehousing, apartment complexes, and chemical production facilities, having UAS (Drone) emergency response capability will greatly contribute to both responder safety and community safety. The proposed UAS with thermal imaging capability will allow us the ability to keep first responders safe and aid in the rescue efforts of those in need. It will give us the ability to survey hazardous scenes without having to send personnel into unknown dangers. Our desire is to increase our ability to keep our emergency responders and citizens safe. This UAS will allow us to quickly and safety respond to and mitigate emergencies.

Payee Information

*Payee Name

Effingham County Fire Rescue

*Payee Address

804 S Laurel St

*Payee City

Springfield

*Payee State	Georgia
*Payee Zip/Postal Code	31329
*Payee Country	United States
*Tax Receipt and Impact Report	Yes

Staff Report

Subject: **December Meeting Cancellation**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 11/07/2023
Item Description: Consideration to approve to cancel the December 19, 2023 Board of Commissioners Meeting

Summary Recommendation:
Staff is requests approval due to the upcoming Christmas holiday.

Executive Summary:
During the calendar year there are meeting dates which falls on or near a holiday. This meeting will occur the week coming up to Christmas week.

Background:
The Christmas holiday is a time when Elected Officials and Staff alike plan vacations with their families. Customarily when this time of year arrives, essential business of the County has been finalized.

Should the need arise the Board may call for a Special Called meeting to address business requiring immediate attention.

Alternatives for Commission to Consider:
1. Approve to cancel the December 19, 2023 Board of Commissioners meeting
2. Do not approve to cancel the meeting.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: Move the meeting to another date.

Department Review: Administration

Funding Source: No funding required

Attachments: None

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **MRD Partners, LLC / Nolan Andrews as Agent for Ronald V. Roberts & Barry Chenkin** requests to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development. Located at 4828, 4838, & 4884 McCall Road. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to develop a small, multi-tenant "flex building" for industrial use. The estimated total building size is proposed to be 156,000 square feet.
- The proposed site is bordered on two sides by the Gateway Industrial Park, which is zoned I-1.
- The SE boundary of the proposed site is along Schweigoffer Creek which acts as a natural boundary, and separation for existing industrial use in the area, the concept plan shows a minimum 300' buffer to the AR-zoned properties on the SE boundary.
- Multiple adjacent residents on the NE project boundary, on the opposite side of McCall Rd, have written in support of the project and indicated a desire for similar rezoning of their own properties.
- The sketch plan for this project, and a variance request to reduce the buffer along McCall Road, are planned to be heard at the September Planning Board meeting.
- Multiple residents spoke at the September Planning Board meeting to oppose the rezoning. Their concerns included:
    - Noise pollution
    - Devaluation of property
    - Increase in traffic
    - Destruction of wildlife habitat
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - No applicable agencies have submitted comment or concern.
    - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
        - The property has direct frontage access to McCall Road.
        - No TIA has been conducted.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - These properties currently serve as home sites.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The properties are adjacent to I-1 and AR zoning.

- *Would the proposed change in zoning adversely affect existing use or usability of adja nearby property?*
  - The zone change should not impact the use of nearby properties.
- *Do other conditions affect the property so as to support a decision against the proposal?*
  - Adjacent properties across McCall Road have stated intent to submit application to rezone to I-1.

- At the August 16, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the September 5, 2023 Board of Commissioners meeting, Commissioner Burdette made a motion to table the item until October 3, 2023.
- The motion was seconded by Commissioner Floyd and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.

Alternatives
1. Approve the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1**, with the following conditions:

2. Deny the request for to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1.**

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

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

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/28/2023

Applicant/Agent: MRD Partners, LLC / Nolan Andrews

Applicant Email Address: nolan@acsrealtyteam.com

Phone # (912) 228-2262

Applicant Mailing Address: 463 Johnny Mercer Blvd, B7-120

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: Ronald V. Roberts

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # (912) 657-6630

Owner's Mailing Address: P.O. Box 553

City: Springfield State: GA Zip Code: 31329

Property Location: 4828 & 4838 McCall Rd

Proposed Road Access: Single curb cut on McCall Rd

Present Zoning of Property: R-2 Proposed Zoning: I-1 (Heavy)

Tax Map-Parcel # 0450D004A00 & 0450D004B00 Total Acres: 2.38+2.75= 5.13 Acres to be Rezoned: 2.38+2.75= 5.13

Lot Characteristics: _____

WATER

_____Private Well

X Public Water System

SEWER

_____Private Septic System

X Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: The property adjoins and is almost entirely surrounded by Gateway Industrial Park. The immediate area is transitioning away from residential use.

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-1 West I-1

Rev 05052021

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

The current use of the property is primarily residential, but the owner has operated his business on the property and such activities include the sale of retail goods, outdoor storage and truck parking.

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

Truck traffic on McCall road and the surrounding Gateway Industrial Park does not suit residential use. The wetlands to the southeast of the property are a large natural barrier. This property is on the industrial side of this natural fence.

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

This property will be utilized for smaller warehouse product (flex space) to accommodate smaller businesses compared with the majority of distribution warehouses in the county.

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

Property to the north, filed to rezone from R-2 to I-1 and become a part of this project. Property to the east, residential rental houses with the intention of filing to rezone to I-1 in the future due to their border with Gateway. Property to south, AR-1 residential properties separated by a large wetland buffer. Property to the west, Gateway Industrial Park.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The rezoning of the property to I-1 will allow for uses consistent with the surrounding Gateway Industrial Park. Adjacent AR-1 rental properties across McCall Rd have future intentions of rezoning to I-1. The wetlands to the southeast serve as are a large natural barrier between this property and the adjacent residential off of Oak St.

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?

McCall Road is the existing transportation corridor. It is unlikely that the completion of a building on this site would occur prior to the completion of Gateway Parkway and the Effingham Parkway, which will serve as the main transportation corridor for this project once complete. The nature of this product requires minimal water and a sewer connection is unlikely so county systems will not be impacted. This project would not result in any increase to the school system.

Applicant Signature: Nolan Andrews Date June 30th, 2023

Rev 05052021

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/28/2023

Applicant/Agent: MRD Partners, LLC / Nolan Andrews

Applicant Email Address: nolan@acsrealtyteam.com

Phone # (912) 228-2262

Applicant Mailing Address: 463 Johnny Mercer Blvd, B7-120

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: Barry Chenkin

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): barry56c@gmail.com

Phone # (443) 235-3131

Owner's Mailing Address: 4884 McCall Rd

City: Rincon State: GA Zip Code: 31326

Property Location: 4884 McCall Rd

Proposed Road Access: Single curb cut on McCall Rd

Present Zoning of Property: AR-1 Proposed Zoning: I-1 (Heavy)

Tax Map-Parcel # 0450D005 Total Acres: 13.37 Acres to be Rezoned: 13.37

Lot Characteristics: Single family home. Partially wooded

WATER

_____Private Well

_X_ Public Water System

SEWER

_____Private Septic System

_X_ Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: The property adjoins and is almost entirely surrounded by Gateway Industrial Park. The immediate area is transitioning away from residential use.

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-1 West I-1

Rev 05052021

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

The current use of the property is residential rental housing.

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

Truck traffic on McCall road and the surrounding Gateway Industrial Park does not suit residential use. The wetlands to the southeast of the property are a large natural barrier. This property is on the industrial side of this natural fence.

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

This property will be utilized for smaller warehouse product (flex space) to accommodate smaller businesses compared with the majority of distribution warehouses in the county.

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

Property to the north, I-1 (Gateway) . Property to the east, residential rental houses with the intention of filing to rezone to I-1 in the future due to their border with Gateway. Property to the south, filed to rezone from AR-1 to I-1 and become a part of this project. Property to the west, Gateway Industrial Park

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The rezoning of the property to I-1 will allow for uses consistent with the surrounding Gateway Industrial Park. Adjacent AR-1 rental properties across McCall Rd have future intentions of rezoning to I-1.

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?

McCall Road is the existing transportation corridor. It is unlikely that the completion of a building on this site would occur prior to the completion of Gateway Parkway and the Effingham Parkway, which will serve as the main transportation corridor for this project once complete. The nature of this product requires minimal water and a sewer connection is unlikely so county systems will not be impacted. This project would not result in any increase to the school system.

Applicant Signature: Nolan Andrews Date June 30th, 2023

Rev 05052021

Samantha Easton

From: Katie Dunnigan
Sent: Monday, July 31, 2023 10:42 AM
To: Samantha Easton
Subject: FW: EXTERNAL:Rezoning of 4828, 4838, & 4884 McCall Rd Public Comment

For rezoning file

From: Sam Bennett [redacted]
Sent: Monday, July 31, 2023 10:41 AM
To: Zoning Information <ZoningInfo@EffinghamCounty.org>
Subject: EXTERNAL:Rezoning of 4828, 4838, & 4884 McCall Rd Public Comment

To Whom It May Concern:

My name is Sam Bennett. I am the owner of 4903 McCall Road, Rincon. My property is directly across McCall Road from this project. I am fully in support of this project and have similar plans for my property in the near future. This project and my property are surrounded by industrial property, so we feel we are inherently included as industrial. Thank you for your consideration.

Best regards,

Sam

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

Samantha Easton

From: Wes Harper <wesharper@icloud.com>
Sent: Tuesday, August 1, 2023 11:11 AM
To: Zoning Information
Cc: Jesse Martin; nolan@acsrealtyteam.com; bherndon@effinghamindustry.com
Subject: EXTERNAL:Rezoning of 4828, 4838 & 4884 McCall Road Public Comment

Dear Members of the Rincon Zoning Board and Economic Development Authority,

I hope this message finds you well. My name is Wesley Harper and I am the owner of the property located at 4885 McCall Rd. As well I have my family member Jesse Martin copied on this note who is the property owner of 4857 McCall Rd.

I am writing to express our support for the proposed rezoning of the properties at 4828, 4838 & 4884 McCall Road **based on the current sketch plan that has been provided.**

As a landowner in the area, I believe that the rezoning of these properties to accommodate warehouse development and commercial flex space is a positive step in support of the current development already underway.

I understand the need to maintain a balance between residential and commercial areas in our community. However, given the current trends in development around Rincon, I believe that this rezoning aligns with the best interests of what the County and Economic Development Authority is working on as it pertains to the Savannah Gateway Industrial Hub development.

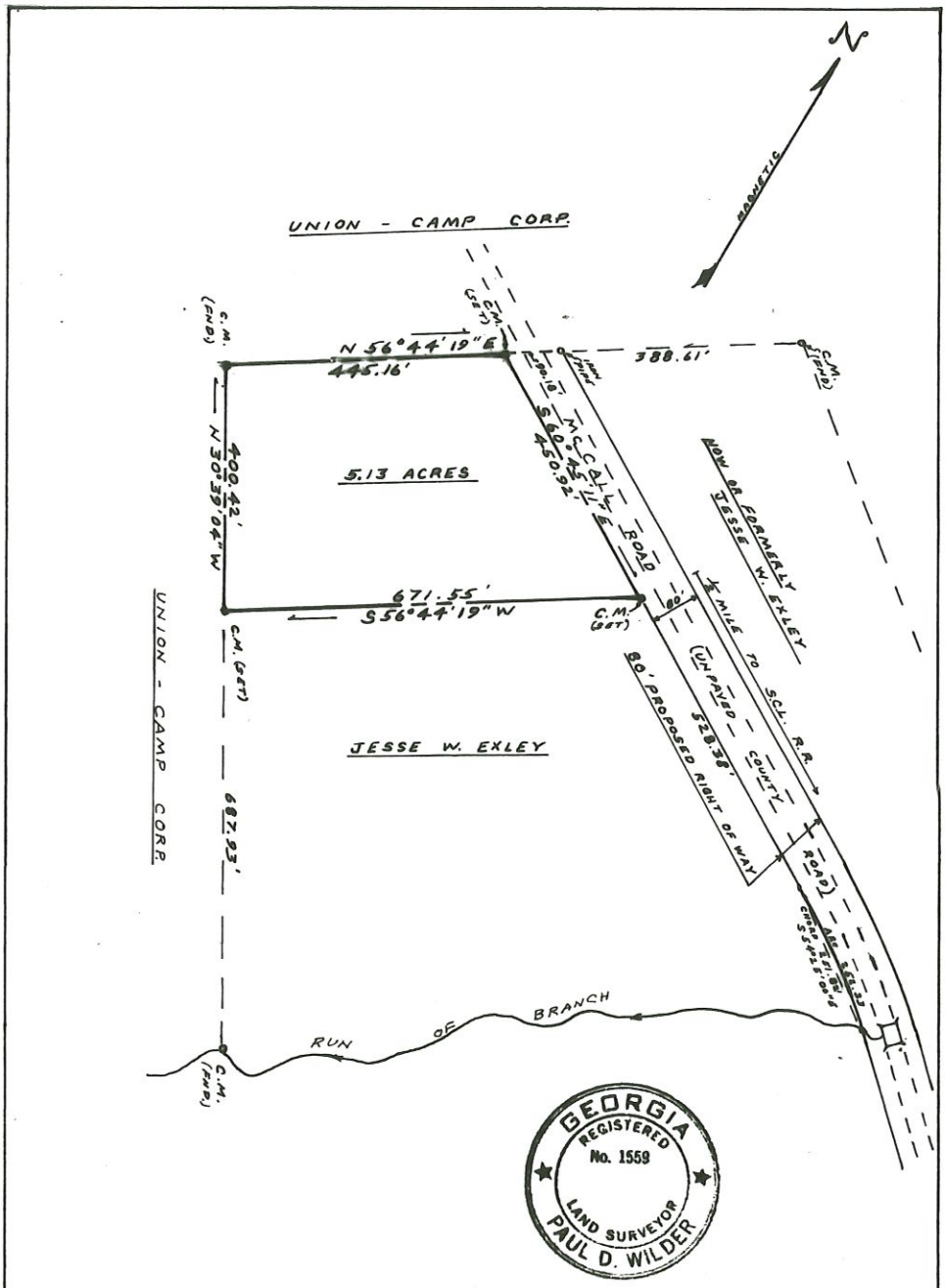
Thank you for your time and for the work you do to guide the development of our community. I look forward to following the progress of this proposal.

Best regards,

Wesley Harper
4885 McCall Rd
Rincon, GA 31326

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

120



In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Paul D. Wilder

PAUL D. WILDER - REG. LAND SURVEYOR
GA. NO. 1559

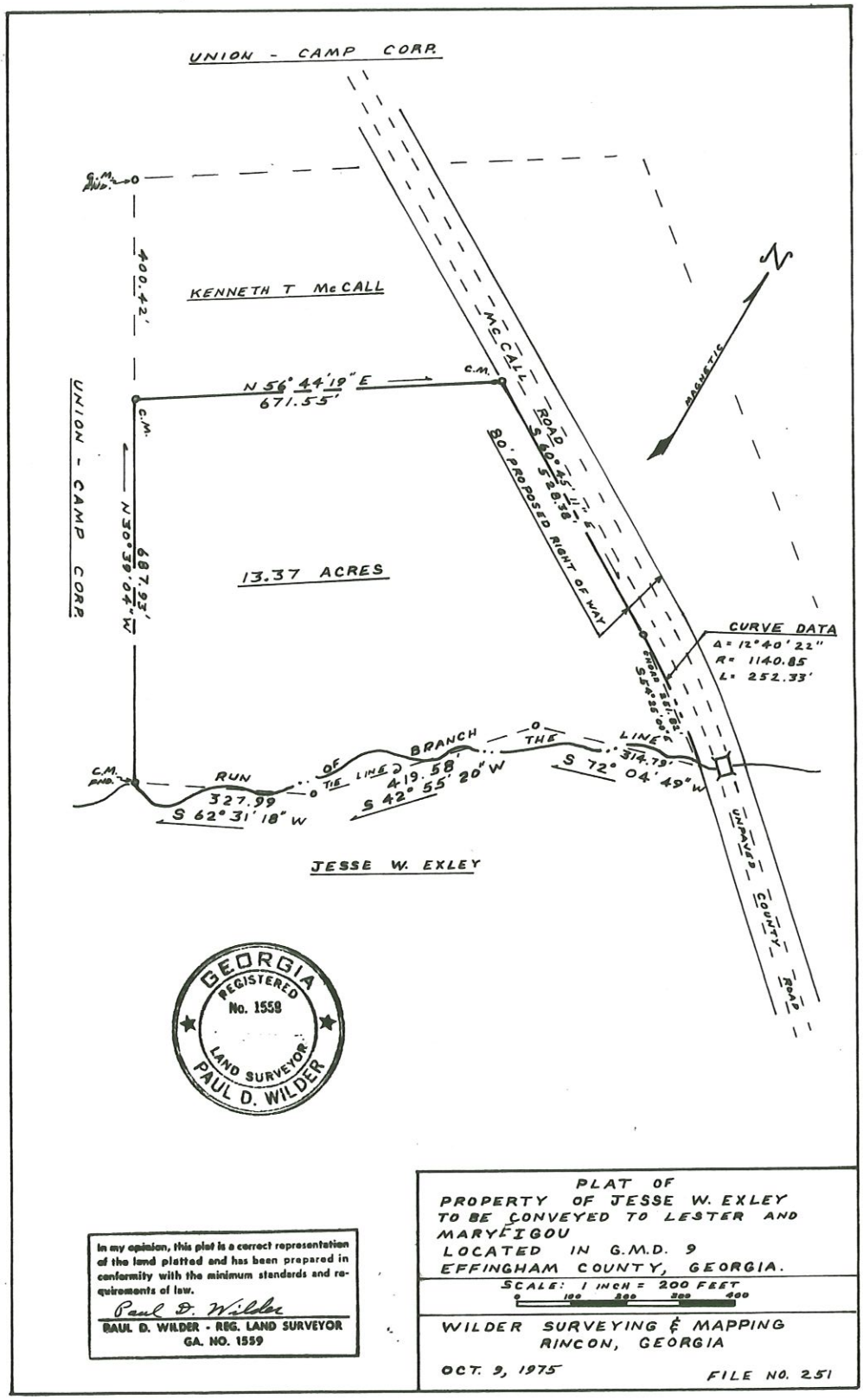
PLAT OF
PROPERTY OF JESSE W. EXLEY
TO BE CONVEYED TO KENNETH T. Mc CALL.
LOCATED IN G.M.D. 9,
EFFINGHAM COUNTY, GEORGIA.
SCALE: 1 INCH = 200 FEET
0 100 200 300 400

WILDER SURVEYING & MAPPING CO.
RINCON, GEORGIA

JULY 30, 1975

FILE NO. 284

ERROR OF CLOSURE: 1/24,600



In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Paul D. Wilder

PAUL D. WILDER - REG. LAND SURVEYOR
GA. NO. 1559

PLAT OF
PROPERTY OF JESSE W. EXLEY
TO BE CONVEYED TO LESTER AND MARY FIGOU
LOCATED IN G.M.D. 9
EFFINGHAM COUNTY, GEORGIA.

SCALE: 1 INCH = 200 FEET
0 100 200 300 400

WILDER SURVEYING & MAPPING
RINCON, GEORGIA

OCT. 9, 1975

FILE NO. 251

149



SITE HIGHLIGHTS:

TOTAL AREA = 18.3 ACRES
UPLANDS = 11.9 ACRES
WETLANDS = 6.4 ACRES
CURRENT ZONING = R-2
PROPOSED ZONING = I-1

BUILDING 1 - SINGLE LOAD
156,000 SF (600' X 260')
30 DOCK POSITIONS
2 DRIVE IN RAMPS
18 TRAILER POSITIONS
70 - COMMUTER PARKING

LEGEND

- WETLANDS
- MAJOR CONTOUR
- MINOR CONTOUR
- FLOOD PLAIN
- DETENTION
- BUILDING
- PAVING



VICINITY MAP
SCALE 1"=2000'

HORIZON BUSINESS CENTER

CONCEPT PLAN - MCCALL ROAD
EFFINGHAM COUNTY, GA
DATE: AUGUST 22, 2023 SCALE: 1" = 60'

GRAPHIC SCALE
1" = 60' 0' 30' 60' 90' 120'

HUSSEY GAY BELL
Established 1958

January 18, 2023 - 8:03 AM Printed By: jmcbride

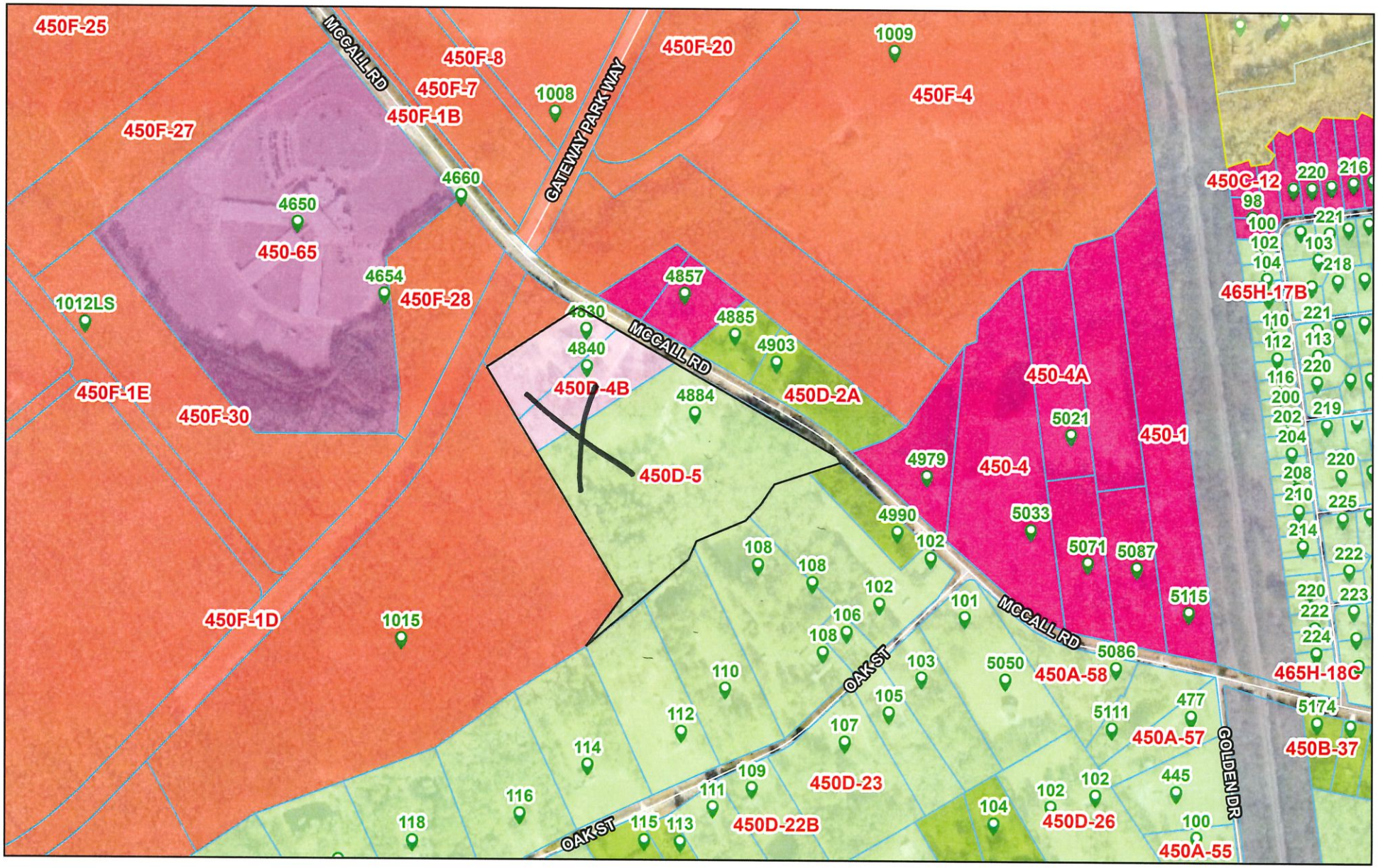
E:\260 MistChance\CBRE\McCall Road\2023-08-07-HorizonBusinessCenterPlan.dwg

Item X. 1.

4830, 4840 & 4884 McCall Road



4830, 4840 & 4884 McCall Rd \ 450D-4A,4B & 5



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 **MRD Partners, LLC / Nolan Andrews – (Map # 450D Parcel # 4A, 4B & 5)** from **R-2 & AR-1** to **I-1** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

D.B

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL ___ DISAPPROVAL_____

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P.H

Item B 6 & C

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL_____

Of the rezoning request by applicant **MRD Partners, LLC / Nolan Andrews – (Map # 450D Parcel # 4A, 4B & 5)** from **R-2 & 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?

B.S

06

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

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APPROVAL_✓_____ DISAPPROVAL_____

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APPROVAL X DISAPPROVAL_____

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Yes (No) ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Some here in favour as well

(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?

surrounded on three sides by industrial, creek acts a transition to residential.

R.T

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **MRD Partners, LLC / Nolan Andrews as Agent for Ronald V. Roberts & Barry Chenkin** requests to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development. Located at 4828, 4838, & 4884 McCall Road. **[Map# 450D Parcel# 4A, 4B & 5]**

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- The proposed site is bordered on two sides by the Gateway Industrial Park, which is zoned I-1.
- The SE boundary of the proposed site is along Schweigoffer Creek which acts as a natural boundary, and separation for existing industrial use in the area, the concept plan shows a minimum 300' buffer to the AR-zoned properties on the SE boundary.
- Multiple adjacent residents on the NE project boundary, on the opposite side of McCall Rd, have written in support of the project and indicated a desire for similar rezoning of their own properties.
- The sketch plan for this project, and a variance request to reduce the buffer along McCall Road, are planned to be heard at the September Planning Board meeting.
- Multiple residents spoke at the September Planning Board meeting to oppose the rezoning. Their concerns included:
    - Noise pollution
    - Devaluation of property
    - Increase in traffic
    - Destruction of wildlife habitat
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - No applicable agencies have submitted comment or concern.
    - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
        - The property has direct frontage access to McCall Road.
        - No TIA has been conducted.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - These properties currently serve as home sites.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The properties are adjacent to I-1 and AR zoning.

- *Would the proposed change in zoning adversely affect existing use or usability of adja nearby property?*
  - The zone change should not impact the use of nearby properties.
- *Do other conditions affect the property so as to support a decision against the proposal?*
  - Adjacent properties across McCall Road have stated intent to submit application to rezone to I-1.

- At the August 16, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the September 5, 2023 Board of Commissioners meeting, Commissioner Burdette made a motion to table the item until October 3, 2023.
- The motion was seconded by Commissioner Floyd and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.

Alternatives
1. Approve the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1**

2. Deny the request for to **rezone** 18.5 acres from **R-2 & 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. 450D-4A, 4B & 5
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 450D-4A, 4B & 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, MRD PARTNERS, LLC / NOLAN ANDREWS AS AGENT FOR RONALD V. ROBERTS & BARRY CHENKIN has filed an application to rezone eighteen and fifty hundredths (18.5) +/- acres; from R-2 & AR-1 to I-1 to allow for a warehouse development; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on September 5, 2023 and notice of said hearing having been published in the Effingham County Herald on August 16, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on July 19, 2023; and

IT IS HEREBY ORDAINED THAT eighteen and fifty hundredths (18.5) +/- acres; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district is rezoned from R-2 & AR-1 to I-1.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report
Subject: Variance (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: MRD Partners, LLC as Agent for **Ronald V. Roberts & Barry Chenkin** requests a variance from Section 3.4 to reduce required development buffers from industrial to residential. Located on McCall Road, proposed zoned **I-1**. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a **variance** from Section 3.4 to reduce required development buffers from industrial to residential.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant proposes to develop a "flex use" building. Their application to rezone to I-1 will be heard at the October 3, 2023 Board of Commissioners meeting.
- Due to prevalent wetlands on the property, development area is substantially limited on the ENE boundary.
- The applicant requests to reduce the required 300' buffer to 25', which is the required buffer between industrial-zoned properties.
- The applicant's site is separated from residential properties along the property line in question by McCall Road, an 80' County right of way.
- Multiple residents impacted by this buffer reduction have supported the rezoning request and intend to rezone to I-1 in the future.
- At the September 12, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, the item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.

Alternatives
1. Approve the request for a **variance** from Section 3.4
2. Deny the request for a **variance** from Section 3.4

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

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

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

ATTACHMENT A - VARIANCE APPLICATION

Application Date: _____

Applicant/Agent: MRD Partners, LLC / Nolan Andrews

Applicant Email Address: nolan@acsrealtyteam.com

Phone # (912) 228-2263

Applicant Mailing Address: 463 Johnny Mercer, Blvd, B7-120

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: See on page 4

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 4828, 4838 & 4884 McCall Rd

Name of Development/Subdivision: Horizon Business Center

Present Zoning of Property AR-1 & R2 Tax Map-Parcel # See on page 4 Total Acres 19.01

VARIANCE REQUESTED (provide relevant section of code): 25' buffer along northern property boundary - Ordinance Section 3.4

Describe why variance is needed: A reduced buffer variance is needed in order to make practical use of the site.

How does request meet criteria of Section 7.1.8 (see Attachment C): The property is physically unique because it is almost entirely surrounded by Gateway Industrial Park and there are wetlands and topographical changes that restrict the site. The other sites that are surrounded by Gateway include the three adjacent property owners across McCall Rd (the side the buffer variance is requested) who are in support of the project and plan to rezone to I-1 soon themselves.

Applicant Signature: Nolan Andrews Date _____

Rev 05052021



SITE HIGHLIGHTS:

TOTAL AREA = 18.3 ACRES
UPLANDS = 11.9 ACRES
WETLANDS = 6.4 ACRES
CURRENT ZONING = R-2
PROPOSED ZONING = I-1

BUILDING 1 - SINGLE LOAD
156,000 SF (600' X 260')
30 DOCK POSITIONS
2 DRIVE IN RAMPS
18 TRAILER POSITIONS
70 - COMMUTER PARKING

LEGEND

- WETLANDS
- MAJOR CONTOUR
- MINOR CONTOUR
- FLOOD PLAIN
- DETENTION
- BUILDING
- PAVING



VICINITY MAP

SCALE 1"=2000'

HORIZON BUSINESS CENTER

CONCEPT PLAN - MCCALL ROAD
EFFINGHAM COUNTY, GA
DATE: AUGUST 22, 2023 SCALE: 1" = 60'

GRAPHIC SCALE
1" = 60' 0' 30' 60' 90' 120'

HUSSEY GAY BELL
Established 1958

January 18, 2023 - 8:03 AM Printed By: jmcbride

E:\260 Misc\Chance\CBRE\McCall Road\2023-08-07-Horizon\Business Center Plot.dwg

Item X. 3.

4830, 4840 & 4884 McCall Road



4830, 4840 & 4884 McCall Road


450F-21B
450F-26
450F-25
450F-21A
450F-24
450F-27
450F-23
450F-1E
450F-30
450F-22
450F-1F
450F-21
450F-1D
450F-32
450F-31
450F-18
450F-19
450F-9
450F-1A
450F-20
450F-8
450F-7
450F-1B
450F-4
450F-5
450F-28
450F-25
450-65
450D-1A
450D-8A
450D-2B
450D-2A
450D-4A
450D-4F
450D-15
450-4B
450-1
450-5
450-4
450-2
450D-6A
450D-6
450D-7
450D-7A
450D-8
450D-25
450A-58
450D-9
450D-24B
450D-10
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450D-2D
450D-28
450D-14
450D-29A
450D-29B
450D-46B
450D-46A
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450D-19
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451C-55
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450D-31A
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451C-51
451C-50
450A-59
450A-57
450A-56
450A-55
450B-36
450B-33
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450B-12
450B-13
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450B-8
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GATEWAY PARKWAY
RAIL ROW
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OAK ST
MAPLE DR
STEPHENS DR
GOLDEN
R264-16A
R264-1F
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R264-1B
R264-1D
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R272-1
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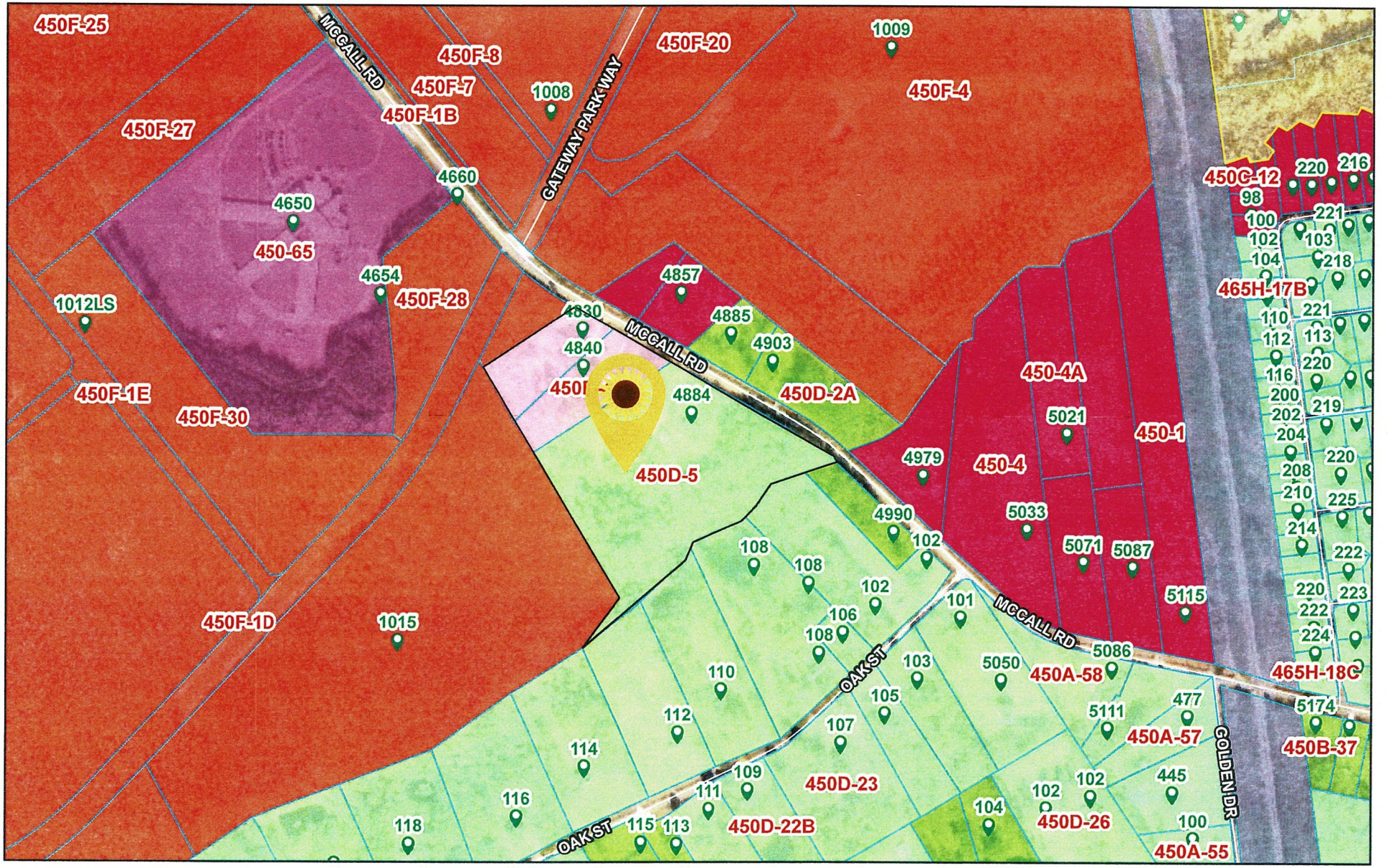
4830, 4840 & 4884 McCall Rd \ 450D-4A,4B & 5



7/7/2023

Municipal Boundaries
Address Points
Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
R-2
I-1
PD
Other

1:7,899

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

Staff Report
Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: MRD Partners, LLC as Agent for **Ronald V. Roberts & Barry Chenkin** requests a variance from Section 3.4 to reduce required development buffers from industrial to residential. Located on McCall Road, proposed zoned **I-1**. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a **variance** from Section 3.4 to reduce required development buffers from industrial to residential.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant proposes to develop a "flex use" building. Their application to rezone to I-1 will be heard at the October 3, 2023 Board of Commissioners meeting.
- Due to prevalent wetlands on the property, development area is substantially limited on the ENE boundary.
- The applicant requests to reduce the required 300' buffer to 25', which is the required buffer between industrial-zoned properties.
- The applicant's site is separated from residential properties along the property line in question by McCall Road, an 80' County right of way.
- Multiple residents impacted by this buffer reduction have supported the rezoning request and intend to rezone to I-1 in the future.
- At the September 12, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, the item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.

Alternatives
1. Approve the request for a **variance** from Section 3.4
2. Deny the request for a **variance** from Section 3.4

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. 450D-4A, 4B & 5

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 450D-4A, 4B & 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, MRD PARTNERS, LLC / NOLAN ANDREWS AS AGENT FOR RONALD V. ROBERTS & BARRY CHENKIN has filed an application for a variance from Section 3.4 to reduce required development buffers from industrial to residential, to allow for a warehouse development; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district, and

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

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT a variance from Section 3.4 to reduce required development buffers from industrial to residential, to allow for a warehouse development is granted for; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district:

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (Third District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **MRD Partners, LLC** request approval of a **sketch plan** for "Horizon Business Center." Located on McCall Road, zoned **AR-1 & R-2**, proposed zoning **I-1. [Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of a **sketch plan** for "Horizon Business Center."

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
  The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Collectively this development proposes to be a 156,000 square foot building with 30 docking positions, 2 drive in ramps, 18 trailer positions, and 70 commuter parking spaces.
- The proposed development is bordered to the North and West by the OmniTrax Industrial Development along McCall Road.
- There is a proposed 300' undisturbed buffer along the subdivision to the south and along the industrial zoned properties there is a 25' proposed undisturbed buffer.
- The applicant has asked for a variance to the buffers along McCall Road, the proposed buffer is 25'.
- Once Gateway Parkway is completed, this development will utilize that access.
- At the September 12, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion for approval with staff recommendations. Mr. Ryan Thompson seconded, the motion carried unanimously.
- At the October 3, 2023 Board of Commissioners Meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.

Alternatives
1. Approve the **sketch plan** for "Horizon Business Center."
2. Deny the **sketch plan** for "Horizon Business Center."

Recommended Alternative: 1 **Other Alternatives: 2**
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Sketch Plan Application 2. Sketch Plan 3. Aerial Photograph

EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Horizon Business Center

Name of Applicant/Agent Nolan Andrews Phone (912) 228-2263

Company Name MRD Partners, LLC

Address 463 Johnny Mercer Blvd, B-7-120, Savannah, GA 31410

Owner of Record See on page 3 Phone (912) 228-2263

Address _____

Engineer Hussey Gay Bell & DeYoung Inc. Phone (912) 354-4626

Address 329 Commercial Drive, Suite 200, Savannah, GA 31406

Surveyor Hussey Gay Bell & DeYoung Inc. Phone (912) 354-4626

Address 329 Commercial Drive, Suite 200, Savannah, GA 31406

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 19.01 Acreage to be divided N/A Number of Lots Proposed 1

Current Zoning AR-1 & R-2 Proposed Zoning I-1 Tax map – Block – Parcel No See on page 3 - _____

Are any variances requested? Yes If so, please describe: A buffer variance is requested on the McCall Rd boundary of the site due to the locational characteristics of the site and the support of the adjacent property owners.

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

This 4th day of August, 2023

Notary

OFFICIAL SEAL
LAUREN RAY JEFFORDS
Notary Public
Washington County
State of Georgia
My Comm. Expires Oct. 30, 2023

Applicant

Owner

EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

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

	*	**7.** Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	*	**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 9th day of August, 2023.

Notary

OFFICIAL SEAL
LAUREN RAE JEFFORDS
Notary Public
Washington County
State of Georgia
My Comm. Expires Oct. 30, 2023

Applicant

Owner

Additional Response to Checklist Items:

(c) Proposed Features:

4. Existing buildings and structures to remain or be removed.
   Roberts Tract (Parcels 0450D004A00 & 0450D004B00)
   Two single family homes and out buildings to be removed.

   Chenkin Tract (Parcel 0450D005)
   Single family home, shop, and out buildings to be removed.

*7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
   We propose a private wastewater collection system on-site. This would include a low pressure force main and private grinder station that would connect to Effingham County's force main in the McCall Road ROW.

*8. Water distribution infrastructure plan.
   We propose a connection to Effingham County's 16" watermain in the McCall Road ROW.

Owners of Record:

Ronald V. Roberts
Parcels 0450D004A00 & 0450D004B00
4828 & 4838 McCall Rd

Barry Chenkin
Parcel 0450D005
4884 McCall Rd



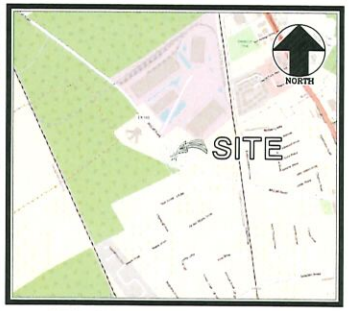
SITE HIGHLIGHTS:

TOTAL AREA = 18.3 ACRES
UPLANDS = 11.9 ACRES
WETLANDS = 6.4 ACRES
CURRENT ZONING = R-2
PROPOSED ZONING = I-1

BUILDING 1 - SINGLE LOAD
196,000 SF (600' X 260')
50 DOCK POSITIONS
2 DRIVE IN RAMPS
18 TRAILER POSITIONS
70 - COMMUTER PARKING

LEGEND

- WETLANDS
- MAJOR CONTOUR
- MINOR CONTOUR
- FLOOD PLAIN
- DETENTION
- BUILDING
- PAVING



VICINITY MAP
SCALE 1"=2000'

HORIZON BUSINESS CENTER

CONCEPT PLAN - MCCALL ROAD
EFFINGHAM COUNTY, GA
DATE: AUGUST 07, 2023 SCALE: 1" = 60'

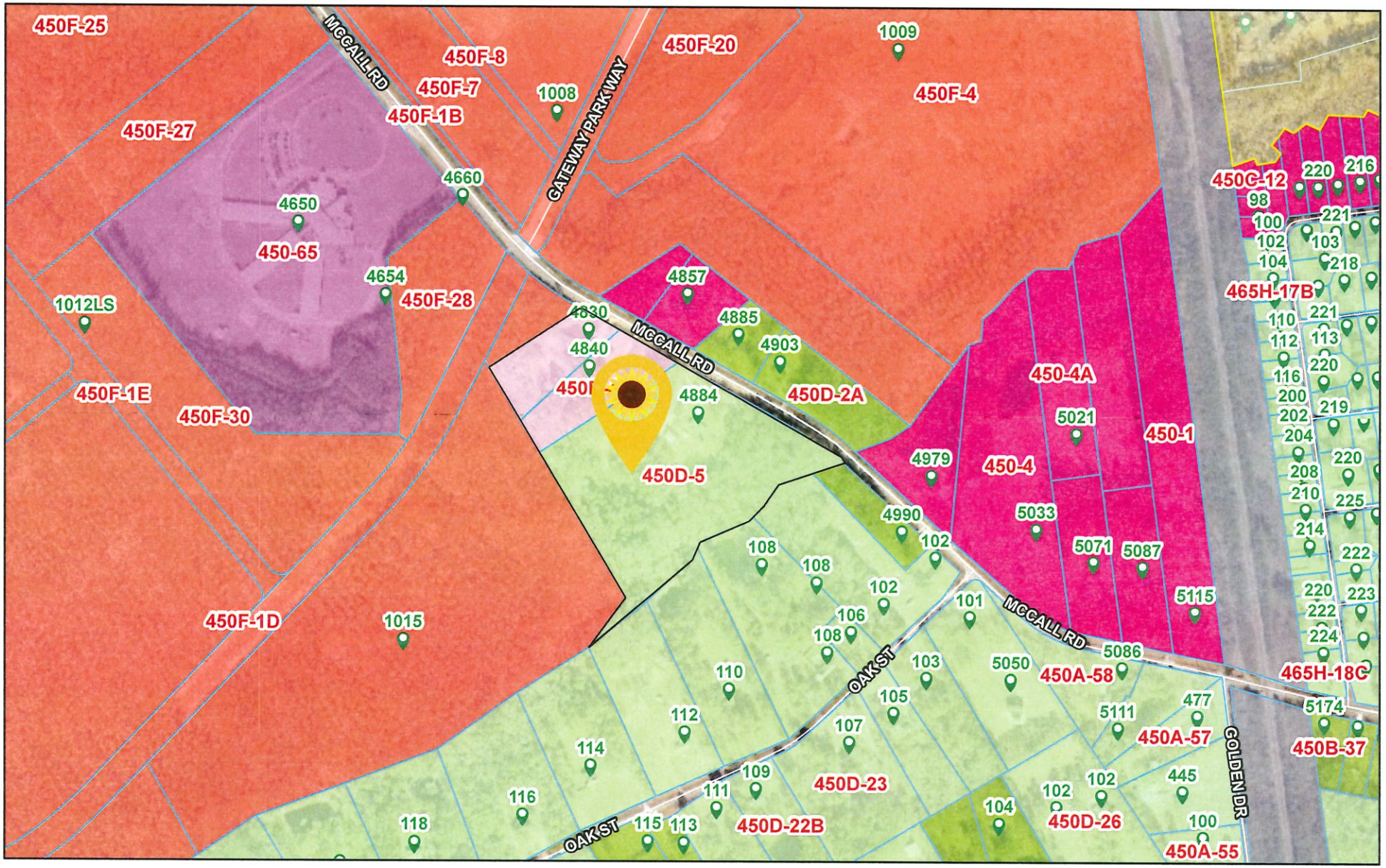
GRAPHIC SCALE
1" = 60'
0 30 60 90 120

HUSSEY GAY BELL
Established 1958

4830, 4840 & 4884 McCall Road



4830, 4840 & 4884 McCall Rd \ 450D-4A,4B & 5



7/7/2023

Municipal Boundaries
Address Points
Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
R-2
I-1
PD
Other

1:7,899

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

Staff Report

Subject: Rezoning (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** requests **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development. Located on Oetgen Road. **[Map# 399 Parcel# 3, 3D, 3Q, & 3R]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant proposes to develop an industrial warehouse.
- While the adjacent zoning of many of the surrounding properties is AR-1, they are primarily under the same family ownership with the exception of a “mini-farm” subdivision to the NW. There are a notable number of industrial-zoned properties in the near vicinity.
- Due to high prevalence of wetlands (80+ acres), the applicant proposes minimal development, and large areas of undisturbed vegetation, creating a buffer in excess of the requisite 300’.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - EOM has recommended a technical traffic memorandum.
        - Oetgen/Stagecoach Road is currently used for industrial traffic.
        - No applicable agencies other than EOM have submitted comment or concern.
    - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
        - The property has direct frontage access to Oetgen/Stagecoach Road.
        - No TIA has been conducted.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - The surface mine on 399-3Q and involved R-4 parcels are inactive.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The immediate area is a mixture of AR-1, R-4, and I-1.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - There is an open Code Enforcement case with EPD involvement for 399-3R involving illegal dumping.
- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Concerns included:
    - Increase of traffic

  - Property value and tax rates
  - Condition of Stagecoach Road
  - Detriment to character of area
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion for denial, based on concerns regarding condition and future maintenance of Godley/Stagecoach Road.
- The motion was seconded by Peter Higgins, and carried unanimously.
- In response to Planning Board recommendation, Code Enforcement action, and in an effort to remain consistent with the recent I-1 rezoning of 419-1A, Staff has added conditions 2-4 for approval.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

1. Approve the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1**, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with impacted jurisdictions to address and reach agreement on road maintenance concerns.
3. There shall be no traffic access to or from Godley Road.

2. Deny the request for to **rezone** 170 +/- acres from **AR-1 & R-4** 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
2. Ownership certificate/authorization 4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7/31/2023

Applicant/Agent: KFJT Enterprises LLC

Applicant Email Address: kevinfinley1995@gmail, Jeff@cpa-ht.com

Phone # 912-596-6044 912-604-9806

Applicant Mailing Address: 440 Mall Blvd, Suite A

City: Savannah State: GA Zip Code: 31406

Property Owner, if different from above: Estate of ~~Julian~~ Ernest J. Oetgen (EFK)

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): Chris@klein lawgroup.NET

Phone # 912/598-1771

Owner's Mailing Address: 15 Lake Street, Suite 210

City: Savannah State: GA Zip Code: 31411

Property Location: 662 Godley Rd. (Oetgen Rd, accessed off HWY 80)

Proposed Road Access: Stagecoach Rd. to Oetgen Rd.

Present Zoning of Property: AR-1, PD Proposed Zoning: I-1

Tax Map-Parcel # please see below (4) total Total Acres: 171.94 Acres to be Rezoned: 171.94

Lot Characteristics: borrow pit, structure/home of Mr. Julian Oetgen and few mobile homes

WATER

X Private Well

_____ Public Water System

SEWER

X Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: to light industrial purposes

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South AR1 East R-4, I-1 West AR-1

Tax Map-Parcel #'s: 03990003 03990003Q00 03990003D00 03990003R00

Rev 05052021

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

Agricultural, borrow pit

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

No

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

Industrial warehouse facility

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

Agricultual

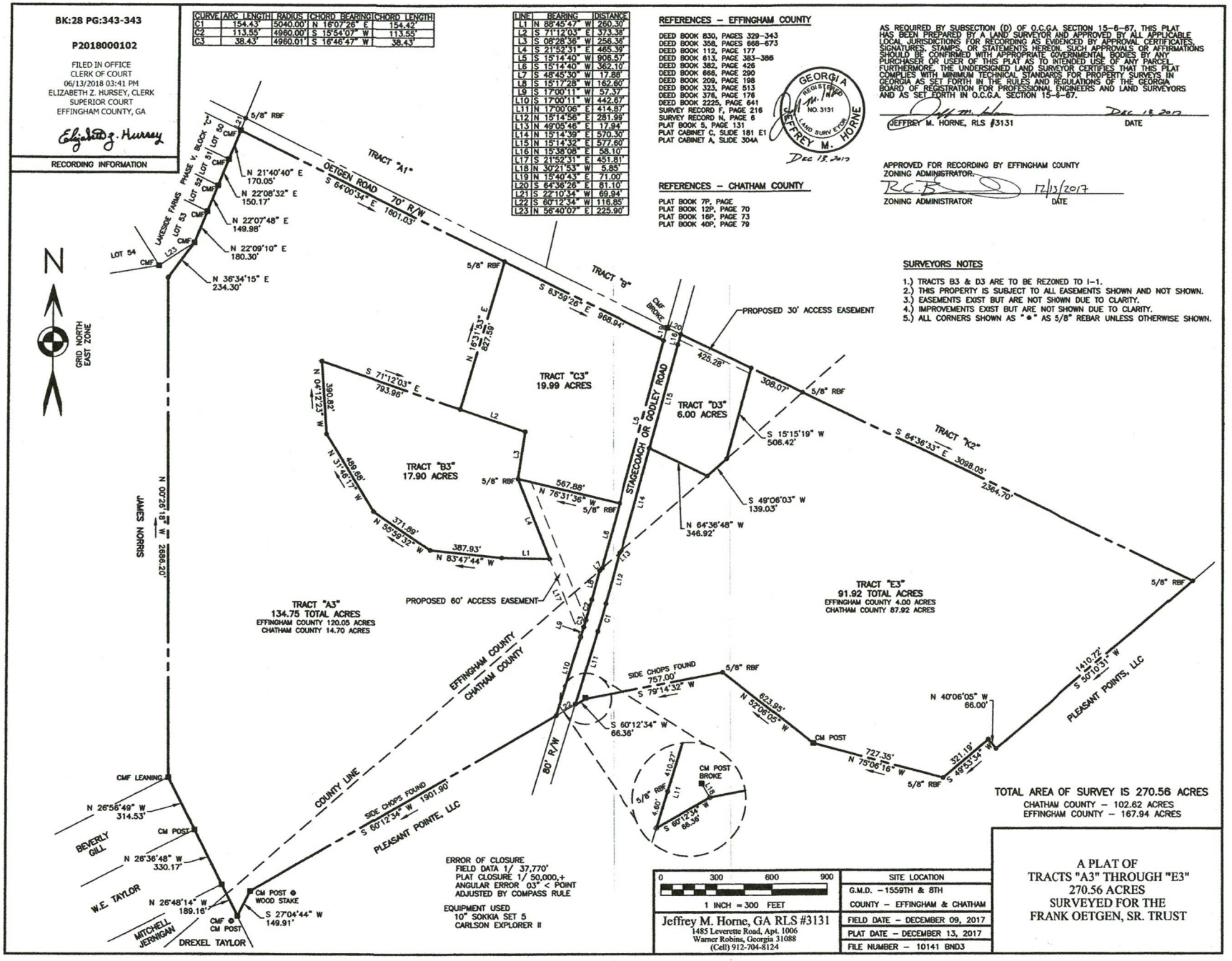
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Compatible with adjacent agricultual zonings

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 8/9/23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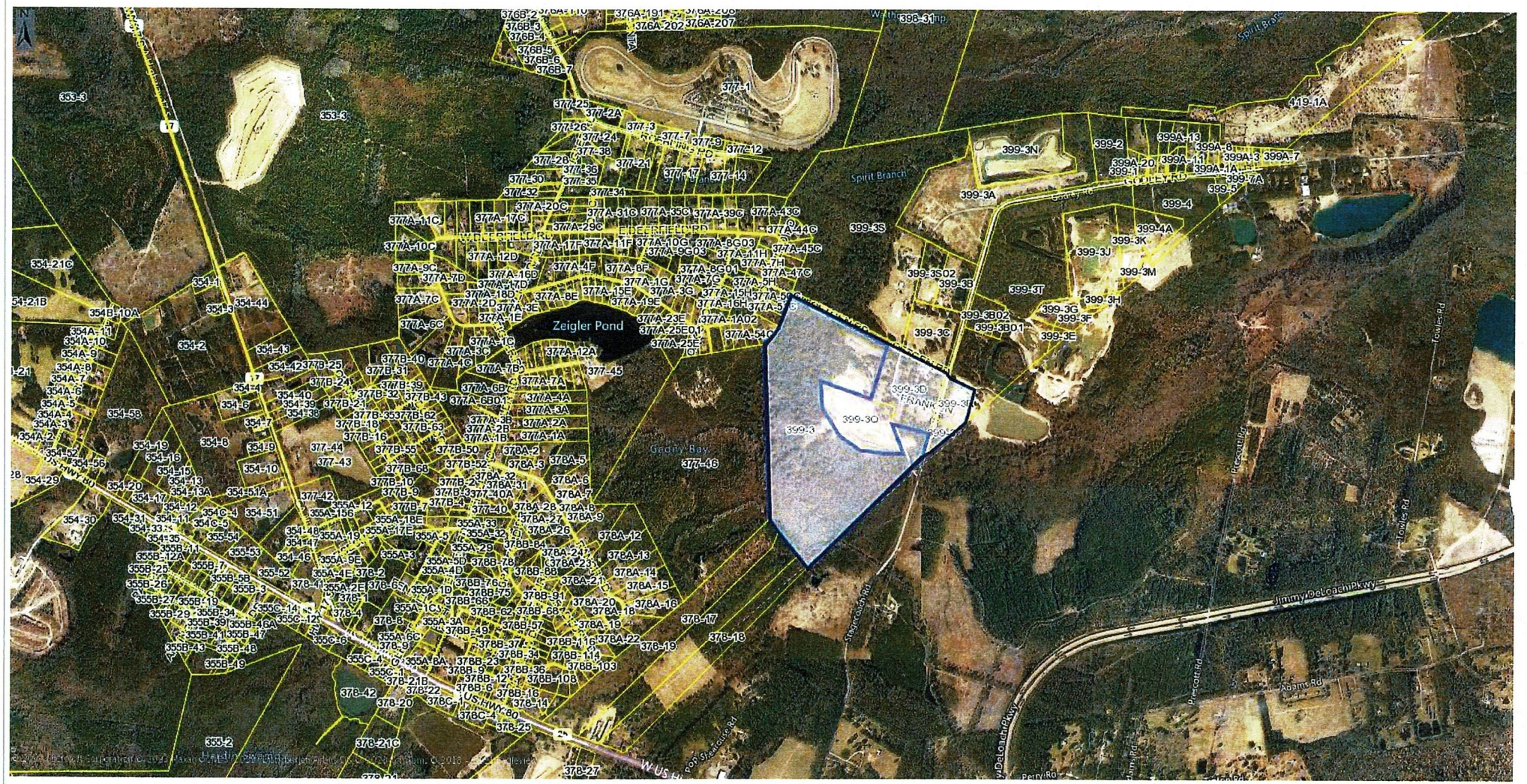
P2018000102
FILED IN OFFICE
CLERK OF COURT
06/13/2018 03:41 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA
RECORDING INFORMATION
CURVE | ARC LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH
C1 | 154.43' | 5040.00' | N 16°07'26" E | 154.42'
C2 | 113.55' | 4960.00' | S 15°54'07" W | 113.55'
C3 | 38.43' | 4960.01' | S 16°46'47" W | 38.43'
LINE | BEARING | DISTANCE
L1 N 88°45'47" W 260.30'
L2 S 71°12'03" E 373.38'
L3 S 08°28'36" W 256.36'
L4 S 21°52'31" E 465.36'
L5 N 15°14'40" W 908.57'
L6 S 15°14'40" W 362.10'
L7 S 48°45'30" W 17.88'
L8 S 15°17'28" W 162.60'
L9 S 17°00'11" W 57.37'
L10 S 17°00'11" W 442.67'
L11 N 17°00'06" E 414.89'
L12 N 15°14'56" E 281.99'
L13 N 49°05'46" E 17.94'
L14 N 15°14'39" E 570.30'
L15 N 15°14'32" E 577.60'
L16 N 15°38'08" E 58.10'
L17 S 21°52'31" E 451.81'
L18 N 30°21'53" W 5.85'
L19 N 15°40'43" E 71.00'
L20 S 64°36'26" E 81.10'
L21 S 22°10'34" W 69.94'
L22 S 60°12'34" W 116.65'
L23 N 56°40'07" E 225.90'
REFERENCES – EFFINGHAM COUNTY
DEED BOOK 830, PAGES 329-343
DEED BOOK 358, PAGES 668-673
DEED BOOK 112, PAGE 177
DEED BOOK 613, PAGE 383-386
DEED BOOK 382, PAGE 426
DEED BOOK 666, PAGE 290
DEED BOOK 209, PAGE 198
DEED BOOK 323, PAGE 513
DEED BOOK 376, PAGE 176
DEED BOOK 2225, PAGE 641
SURVEY RECORD F, PAGE 216
SURVEY RECORD N, PAGE 6
PLAT BOOK 5, PAGE 131
PLAT CABINET C, SLIDE 181 E1
PLAT CABINET A, SLIDE 304A
REFERENCES – CHATHAM COUNTY
PLAT BOOK 7P, PAGE
PLAT BOOK 12P, PAGE 70
PLAT BOOK 18P, PAGE 73
PLAT BOOK 40P, PAGE 79
GEORGIA REGISTERED NO. 3131 LAND SURVEYOR JEFFREY M. HORNE
Dec 13, 2017
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
JEFFREY M. HORNE, RLS #3131
DATE Dec 13, 2017
APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
ZONING ADMINISTRATOR
DATE 12/13/2017
SURVEYORS NOTES
1.) TRACTS B3 & D3 ARE TO BE REZONED TO I-1.
2.) THIS PROPERTY IS SUBJECT TO ALL EASEMENTS SHOWN AND NOT SHOWN.
3.) EASEMENTS EXIST BUT ARE NOT SHOWN DUE TO CLARITY.
4.) IMPROVEMENTS EXIST BUT ARE NOT SHOWN DUE TO CLARITY.
5.) ALL CORNERS SHOWN AS "●" AS 5/8" REBAR UNLESS OTHERWISE SHOWN.
N
GRID NORTH
EAST ZONE
TRACT "A1"
OETGEN ROAD 70' R/W
S 64°00'34" E 1601.03'
TRACT "B"
S 63°39'26" E 968.94'
TRACT "C3"
19.99 ACRES
TRACT "B3"
17.90 ACRES
TRACT "D3"
6.00 ACRES
TRACT "K2"
S 64°36'33" E 3098.05'
2364.70'
STAGECOACH OR GODLEY ROAD
PROPOSED 30' ACCESS EASEMENT
PROPOSED 60' ACCESS EASEMENT
TRACT "A3"
134.75 TOTAL ACRES
EFFINGHAM COUNTY 120.05 ACRES
CHATHAM COUNTY 14.70 ACRES
TRACT "E3"
91.92 TOTAL ACRES
EFFINGHAM COUNTY 4.00 ACRES
CHATHAM COUNTY 87.92 ACRES
JAMES NORRIS
N 00°26'18" W 2686.20'
EFFINGHAM COUNTY
CHATHAM COUNTY
COUNTY LINE
PLEASANT POINTE, LLC
PLEASANT POINTS, LLC
BEVERLY GILL
W.E. TAYLOR
MITCHELL JERNIGAN
DREXEL TAYLOR
CMF LEANING
CM POST
CM POST WOOD STAKE
CM POST BROKE
SIDE CHOPS FOUND
5/8" RBF
CMF
N 21°40'40" E 170.05'
N 22°08'32" E 150.17'
N 22°07'48" E 149.98'
N 22°09'10" E 180.30'
N 36°34'15" E 234.30'
N 26°56'49" W 314.53'
N 26°36'48" W 330.17'
N 26°48'14" W 189.16'
S 27°04'44" W 149.91'
S 60°12'34" W 66.36'
S 79°14'32" W 757.00'
N 52°06'05" W 623.95'
N 75°06'16" W 727.35'
N 40°06'05" W 66.00'
S 49°53'54" W 321.19'
S 56°10'31" W 1410.72'
S 60°12'34" W 1901.90'
S 15°15'19" W 506.42'
S 49°06'03" W 139.03'
N 64°36'48" W 346.92'
N 76°31'36" W 567.88'
N 83°47'44" W 387.93'
N 55°59'32" W 371.86'
N 31°48'17" W 498.68'
N 04°21'23" W 390.82'
S 71°12'03" E 793.96'
N 16°31'53" E 827.59'
308.07'
426.28'
410.27'
4.60'
0 300 600 900
1 INCH = 300 FEET
Jeffrey M. Horne, GA RLS #3131
1485 Leverette Road, Apt. 1006
Warner Robins, Georgia 31088
(Cell) 912-704-8124
ERROR OF CLOSURE
FIELD DATA 1/ 37,770'
PLAT CLOSURE 1/ 50,000,+
ANGULAR ERROR 03" < POINT
ADJUSTED BY COMPASS RULE
EQUIPMENT USED
10" SOKKIA SET 5
CARLSON EXPLORER II
TOTAL AREA OF SURVEY IS 270.56 ACRES
CHATHAM COUNTY – 102.62 ACRES
EFFINGHAM COUNTY – 167.94 ACRES
SITE LOCATION
G.M.D. – 1559TH & 8TH
COUNTY – EFFINGHAM & CHATHAM
FIELD DATE – DECEMBER 09, 2017
PLAT DATE – DECEMBER 13, 2017
FILE NUMBER – 10141 BND3
A PLAT OF
TRACTS "A3" THROUGH "E3"
270.56 ACRES
SURVEYED FOR THE
FRANK OETGEN, SR. TRUST

Oetgen Road


Zeigler Pond
Gaddy Bay
Spirit Branch
Jimmy DeLoach Pkwy
Towles Rd
Prescott Rd
Adams Rd
Perry Rd
Pope Stancil Rd
Gaddy Rd
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399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

Tax Parcel Labels
Tax Parcels
Roads

Wetlands
Freshwater Forested/Shrub Wetland
Freshwater Pond

Lake
Riverine

FEMA Flood Zone
A
AE

1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
R-4
B-2
I-1

Efn_fin_cache
Red: Band_1
Green: Band_2

1:15,799

0 0.1 0.2 0.4 mi
0 0.17 0.35 0.7 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL X

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from **AR-1 & R-4** to **I-1** zoning.

Roads are inadequate

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?

Probably w/ the need roads/ access is not good

(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?

#13-Ryan

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL✓

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from **AR-1 & R-4** 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?

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL✓

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from **AR-1 & R-4** 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? ROAD

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL X

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from **AR-1 & R-4** 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?

#13 - Brad

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 PEH

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from **AR-1 & R-4** 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?

PEH

#13-Peter

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** requests **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development. Located on Oetgen Road. **[Map# 399 Parcel# 3, 3D, 3Q, & 3R]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant proposes to develop an industrial warehouse.
- While the adjacent zoning of many of the surrounding properties is AR-1, they are primarily under the same family ownership with the exception of a “mini-farm” subdivision to the NW. There are a notable number of industrial-zoned properties in the near vicinity.
- Due to high prevalence of wetlands (80+ acres), the applicant proposes minimal development, and large areas of undisturbed vegetation, creating a buffer in excess of the requisite 300’.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - EOM has recommended a technical traffic memorandum.
        - Oetgen/Stagecoach Road is currently used for industrial traffic.
        - No applicable agencies other than EOM have submitted comment or concern.
    - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
        - The property has direct frontage access to Oetgen/Stagecoach Road.
        - No TIA has been conducted.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - The surface mine on 399-3Q and involved R-4 parcels are inactive.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The immediate area is a mixture of AR-1, R-4, and I-1.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - There is an open Code Enforcement case with EPD involvement for 399-3R involving illegal dumping.
- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Concerns included:
    - Increase of traffic

  - Property value and tax rates
  - Condition of Stagecoach Road
  - Detriment to character of area
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion for denial, based on concerns regarding condition and future maintenance of Godley/Stagecoach Road.
- The motion was seconded by Peter Higgins, and carried unanimously.
- In response to Planning Board recommendation, Code Enforcement action, and in an effort to remain consistent with the recent I-1 rezoning of 419-1A, Staff has added conditions 2-4 for approval.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

1. Approve the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1**, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with impacted jurisdictions to address and reach agreement on road maintenance concerns.
3. There shall be no traffic access to or from Godley Road.

2. Deny the request for to **rezone** 170 +/- acres from **AR-1 & R-4** 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. 399-3,3D,3Q,3R
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 399-3,3D,3Q,3R

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, KFJT ENTERPRISES, LLC AS AGENT FOR THE ESTATE OF ERNEST OETGEN JR. has filed an application to rezone one hundred seventy-one and ninety-four hundredths (171.94) +/- acres; from AR-1 & R-4 to I-1 to allow for industrial business development; map and parcel number 399-3,3D,3Q,3R, located in the 1stth commissioner district, and

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

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT one hundred seventy-one and ninety-four hundredths (171.94) +/- acres; map and parcel number 399-3,3D,3Q,3R, located in the 1st commissioner district, is rezoned from AR-1 & R-4 to I-1, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with impacted jurisdictions to address and reach agreement on road maintenance concerns.
3. There shall be no traffic access to or from Godley Road.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Coleman Company** request approval of a **sketch plan** for "Oetgen Industrial." Located on Oetgen Road, zoned **I-1. [Map# 399 Parcel# 3, 3D, 3Q & 3R]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for "Oetgen Industrial."

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
  The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The proposed warehouse will be approximately 451,000 square feet and the total project site will cover 157.80 acres.
- A private wastewater septic system and privet well and fire tank are proposed for this site.
- A 300' buffer is proposed to all surrounding residentially zoned parcels. The small triangular shaped parcel across the street is part of the rezoning to I-1 so the buffer to the east is proposed to be 50' along Godley Road.
- Access to this site is proposed at Godley Road, EOM does recommend a technical traffic memorandum will be needed for the proposed access.
- At the September 12, 2023 Planning Board meeting, Mr. Ryan Thompson explained that his decision for the recommendation of denial is because the rezoning for this parcel to I-1 was also recommended for denial.
- Mr. Ryan Thompson made a motion to deny the sketch plan. Mr. Brad Smith seconded, the motion carried unanimously.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the October 3, 2023 Board of Commissioners Meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting at agenda approval.

Alternatives

1. **Approve** the **sketch plan** for "Oetgen Industrial."
   1. A technical traffic memorandum be performed for the proposed access to the site.

2. **Deny** the **sketch plan** for "Oetgen Industrial."

Recommended Alternative: 1 **Other Alternatives: 2**
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Sketch Plan Application 2. Sketch Plan 3. Aerial Photograph

EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision OETGEN INDUSTRIAL

Name of Applicant/Agent GREG COLEMAN Phone 912-200-3041

Company Name COLEMAN COMPANY, INC.

Address 1480 CHATHAM PARKWAY, SUITE 100, SAVANNAH, GEORGIA 31405

Owner of Record SEE ATTACHED LIST OF OWNERS Phone 912/598-1771

Address 15 Lake STREET, SUITE 210 Savannah GA 31411

Engineer COLEMAN COMPANY, INC. Phone 912-200-3041

Address 1480 CHATHAM PARKWAY, SUITE 100, SAVANNAH, GEORGIA 31405

Surveyor COLEMAN COMPANY, INC. Phone 912-200-3041

Address 1480 CHATHAM PARKWAY, SUITE 100, SAVANNAH, GEORGIA 31405

Proposed water PRIVATE WELL Proposed sewer SEPTIC SYSTEM

Total acreage of property 270.56 Acreage to be divided NA Number of Lots Proposed 1

Current Zoning AR-1,I-1, R-4 Proposed Zoning I-1, Tax map – Block – Parcel No SEE ATTACHED 399-3; 399-30; 399-32; 399-32

Are any variances requested? NO If so, please describe: _____

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

This 9th day of August, 2023

Notary Brianne Schonfeld

Applicant _____

Owner Chris L, Attorney for Ernest J. Oetgen Estate

BRIANNE J. SCHONFELD NOTARY PUBLIC CHATHAM COUNTY EXPIRES GEORGIA Jan. 26, 2024

EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

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

	*	**7.** Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	*	**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 9th day of August, 2023.

Notary Brianne Schonfeld

Applicant

Owner , Attorney for Ernest J. Oetjen Estate

BRIANNE J. SCHONFELD NOTARY PUBLIC EXPIRES GEORGIA Jan. 26, 2024 CHATHAM COUNTY

ADDITIONAL RESPONSE TO CHECKLIST ITEMS:

* 7. A PRIVATE WASTEWATER SEPTIC SYSTEM IS PROPOSED.

* 8. A PRIVATE WELL AND FIRE TANK ARE PROPOSED.

COLEMAN COMPANY
ENGINEERS • SURVEYORS

NOT FOR CONSTRUCTION

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

REVISIONS:

CONCEPTUAL PLAN
OF
OETGEN INDUSTRIAL
LOCATED IN EFINGHAM COUNTY, GA

JOB NUMBER: 23.357
DATE: 8/02/23
DRAWN BY: JWR
CHECKED BY: DLF
SCALE: AS NOTED

CONCEPT PLAN

SHEET: CP1.0

SITE DATA TABLE (OETGEN INDUSTRIAL):

EXISTING SITE ZONING:	I-1, R-4, AR-1
PROPOSED SITE ZONING:	I-1
SITE ACREAGE:	157.80 AC.
UPLANDS:	73.48 AC.
WETLANDS:	84.32 AC.
STORM PONDS:	14.02 AC. / 20.17%

VICINITY MAP
NOT TO SCALE

SITE
DELOACH PKWY
INTERSTATE 95
POOLER PKWY
GA HIGHWAY 17
US HIGHWAY 80
INTERSTATE 16

SCALE: 1" = 200'

N/F: ERNEST OETGEN
ZONED SPLIT AGRICULTURAL

N/F: FRANK OETGEN
ZONED AR-1

N/F: DEBORAH OETGEN
ZONED AR-1

N/F: DEBORAH OETGEN
ZONED SPLIT AGRICULTURAL

N/F: LAKESIDE FARMS
PHASE V, BLOCK 'C'
ZONED AR-1

N/F: JAMES NORRIS
ZONED AR-1

N/F: PLEASANT POINT, LLC

N/F: BOBBY L. GILL
ZONED AR-1

N/F: M.C. TAYLOR
ZONED AR-1

N/F: [illegible]
ZONED [illegible]

ZONE X

ZONE A

APPROXIMATE LOCATION OF FLOOD WATER ELEVATION

CHATHAM COUNTY
EFFINGHAM COUNTY

SAVANNAH CHOPPER LLC

TRACT 1
LAND
[illegible] ACRES

PROPOSED 30' ACCESS EASEMENT

PROPOSED 60' ACCESS EASEMENT

PROPOSED 50' ACCESS EASEMENT

EOM Operations
Your solution to a better tomorrow
OPERATIONS

August 31st, 2023

Greg Coleman
Coleman Company, Inc.
1480 Chatham Parkway, Suite 100
Savannah, GA 31405

Dear Mr. Coleman,

I am pleased to provide you with a review of the sketch plan for Oetgen Industrial, which can be found below.

Site Plan Review

Submittal Documents

Sketch Plan & Application ..... *Aug. 2023*

Comments

1. Wetlands are indicated on the sketch plan. If not yet performed, a formal delineation and jurisdictional determination will be needed wetlands. If wetlands are determined to be jurisdictional and will be disturbed by development, a Nation Wide Permit will be needed.

2. Consult with GA EPD regarding any modifications to the borrow pit, including closure/restoration of borrow pit.

3. Consult Effingham County Health Department for permitting of well and septic system. A level 3 soil survey will definitely be needed. It is recommended that all required setbacks for the well and septic are shown on the plans.

4. Per the County GIS, there appears to be some AR zoned property across Stagecoach/Godley Rd. A 50 ft buffer is provided on the frontage of this parcel. Consult County Staff to verify if buffer variance is needed.

5. A technical traffic memorandum will be needed at site plan review to assess the proposed access to site.

EOM Operations
Your solution to a better tomorrow

6. The scale provided on the plans does not appear to be suited for the page size of drawing.

7. Since site is being served by a well, fire protection needs should be considered early in the design of the private water system.

Sincerely,

Trevor Shoemaker

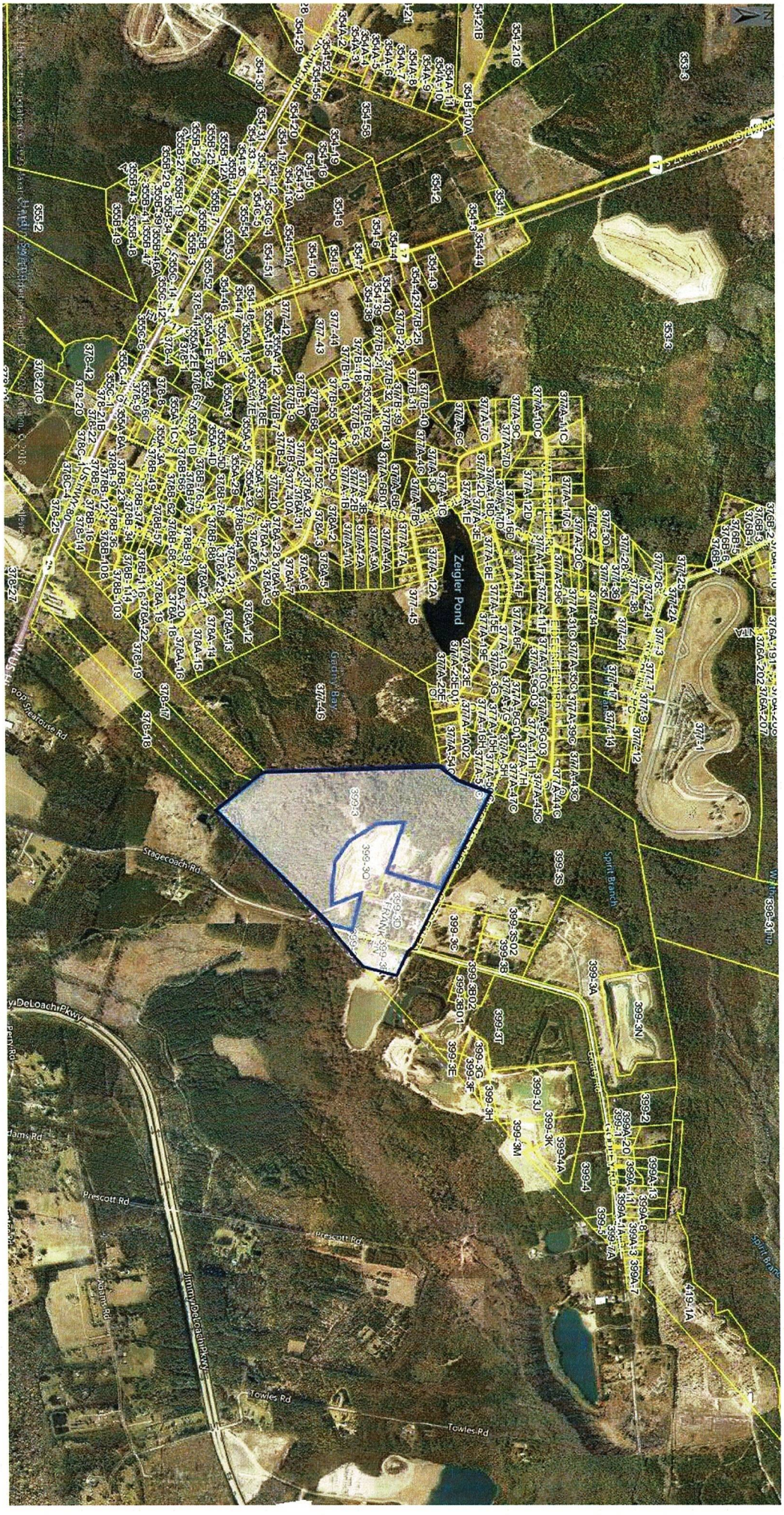
Trevor Shoemaker
Project Manager
EOM

CC: Stephen Candler, Director of Development Services - Effingham County
Chelsie Fernald, Planner II - Effingham County
Liberto Chacon, PE, Sr. Vice President - EOM

480 Edsel Drive, Ste 100
Richmond Hill. GA 31324
www.eomworx.com
Ph: 912.445.0050
F: 912.756.5882

Item X. 8.

Oetgen Road



399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

Tax Parcel Labels
Tax Parcels
Roads

Wetlands
Freshwater Forested/Shrub Wetland
Freshwater Pond

Lake
Riverine

FEMA Flood Zone
A
AE

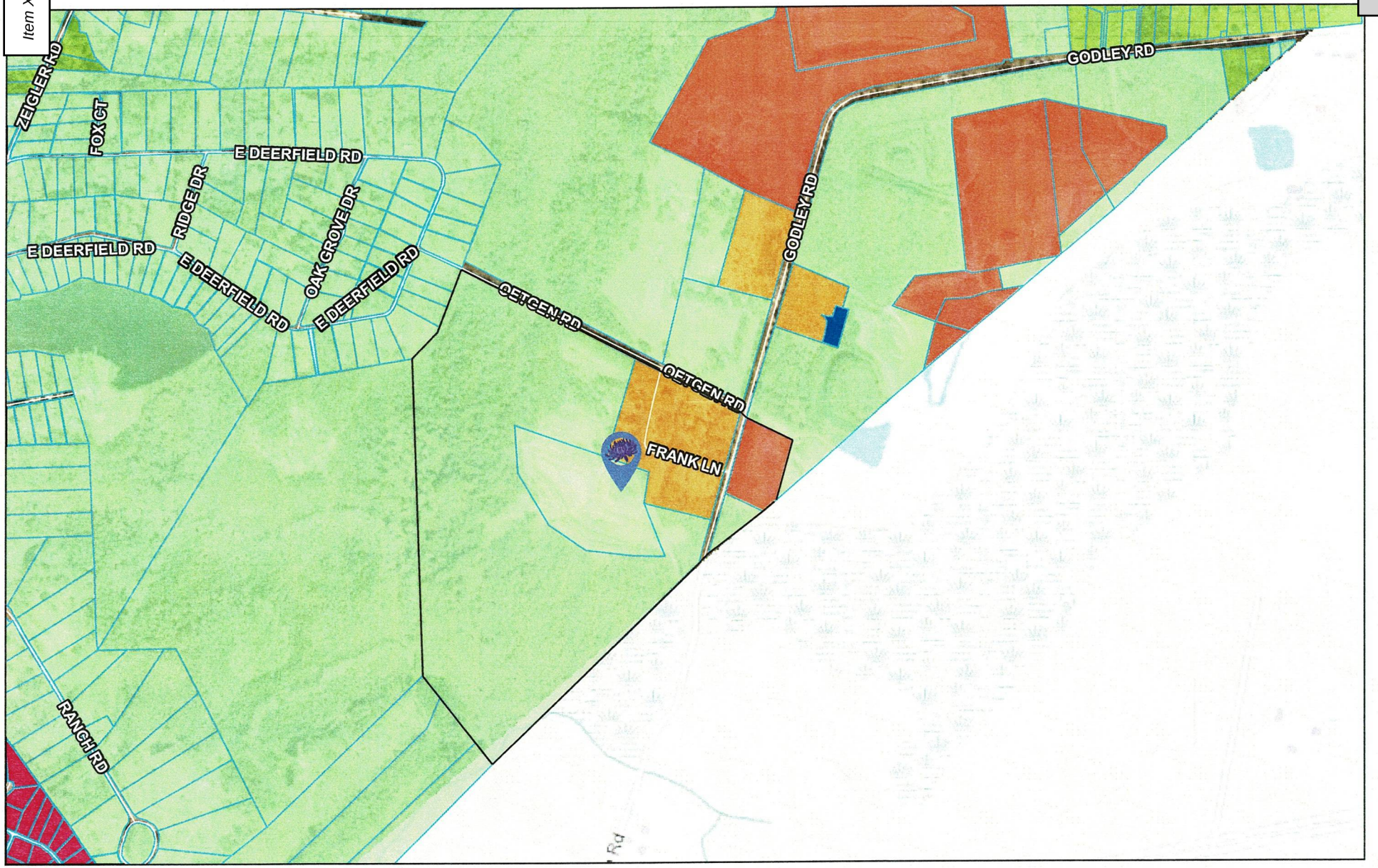
1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
R-4
B-2
I-1

Efn_fin_cache
Red: Band_1
Green: Band_2

1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Staff Report

Subject: Rezoning (Fourth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Lex Bazemore** as Agent for **Wanda R. Williams** requests to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park. Located on Race Path Road. **[Map# 412 Parcel# 5A]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park.

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. Section 5.7.2.3 allows for *Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days*.
- Citizen reports to Development Services state that existing RV parks frequently have wait lists, and are not available for occupation for months.
- Due to the fact that occupation of an RV is prohibited outside of R-4 zoning, Code Enforcement frequently responds to complaints of illegal RV occupation.
- Staff was unable to identify R-4 rezoning more recent than 2007 (Whispering Pines, Hodgeville Road).
- The proposed development will next be required to submit a sketch plan for review and approval.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - At the Technical Review Committee meeting for this project, EOM's constructive comment on roads was limited to the need for an upgrade to a commercial access/driveway for an RV park.
        - No applicable agencies other than EOM have submitted comment or concern.
    - *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 TIA has been conducted.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - The property is currently undeveloped.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The surrounding area is within the AR zoning districts, with a nearby R-1 subdivision, and a surface mine. This composition is compatible with other residential zoning.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - The applicant will have to obtain EPD permitting for water/sewer systems.

- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Co included:
    - Increase in traffic
    - Devaluation of property
    - Condition of Racepath Road
    - Burden to internet access
- At the September 12, 2023 Planning Board meeting, Brad Smith made a motion for approval. The motion was seconded by Alan Zipperer, and failed with a vote of 2-3.
- Peter Higgins made a motion for denial, which was seconded by Ryan Thompson and carried 3-2, Brad Smith and Alan Zipperer opposing.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Loper made a motion for approval with staff recommendation. There was not a second and the motion died.
- Mr. Lex Bazemore asked the board if the item could be tabled.
- Commissioner DeLoach made a motion to table the item to the November 7, 2023 Board of Commissioners meeting; Commissioner Loper second and it carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**, with the following conditions:
    1. The Recreational Vehicle park shall conform in every way to the R-4 zoning district.
    2. The Recreational Vehicle park shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate

2. Deny the request for to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**

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

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

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 8-7-23

Applicant/Agent: Lex Bazemore

Applicant Email Address: Bazemore.lex@Gmail.com

Phone # 912-712-8120

Applicant Mailing Address: 140 Pelican Dr.

City: Tybee State: Ga Zip Code: 31328

Property Owner, if different from above: Wanda R. Williams

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: 134 Summer Winds Dr.

City: Savannah State: Ga Zip Code: 31410

Property Location: 634 b. Race Path Rd. Property ID: 04120005A

Proposed Road Access: Race Path Rd.

Present Zoning of Property: AR-1 Proposed Zoning: R-4

Tax Map-Parcel # 412-5A Total Acres: 17.67 Acres to be Rezoned: 17.67

Lot Characteristics: _____

WATER

✓ Private Well

_____ Public Water System

SEWER

✓ Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: _____

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South AR-1 ↓ AR-2 East AR-1 West AR-1

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

Land is vacant and not being used.

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

No.

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

Recreational Vehicle sites

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

Mostly agriculture/pines and residential. One is mix use, with a building that supports a business.

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?

We are providing montly RV sites to residents

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?

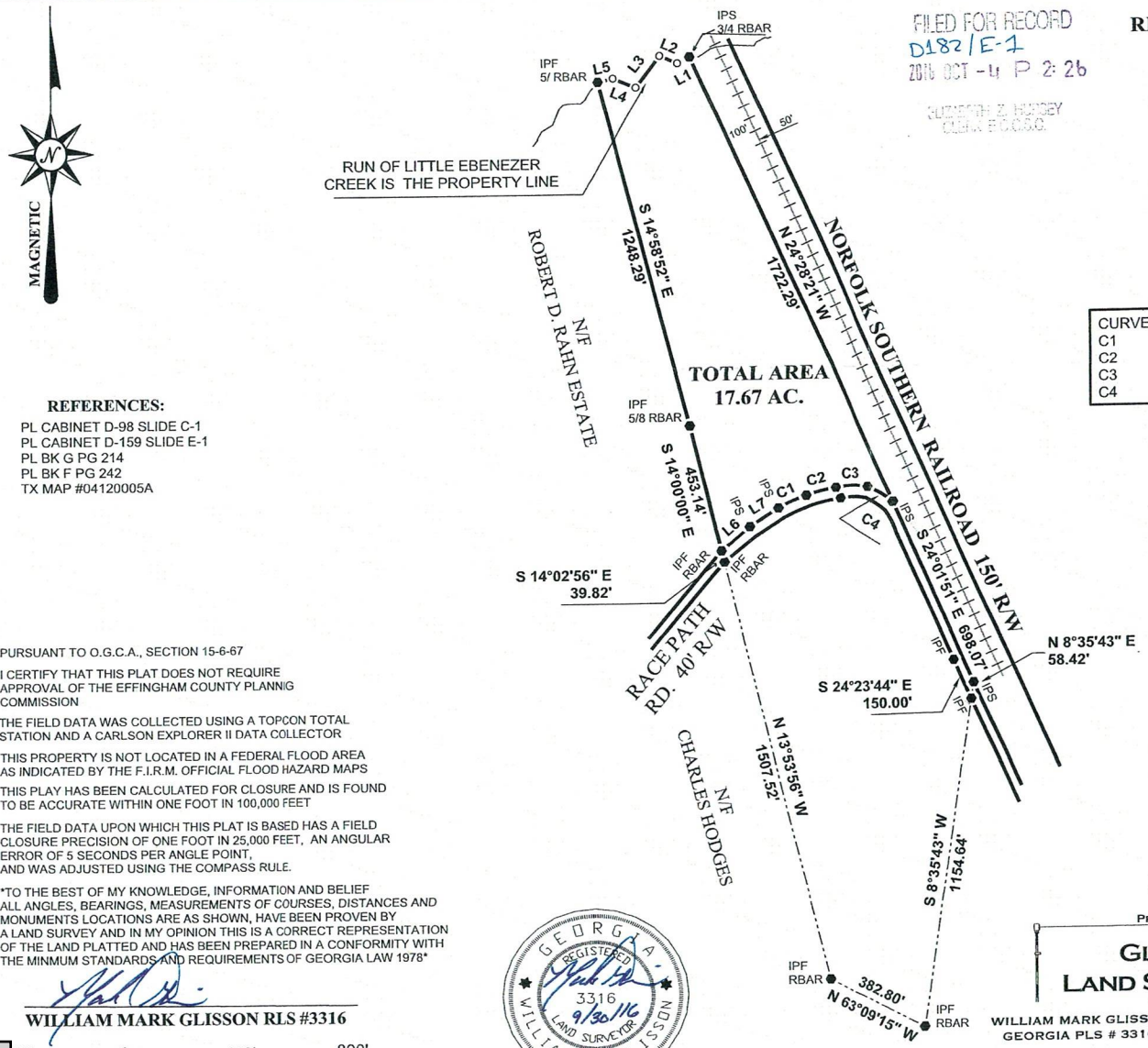
No, our RV sites will not use county water or sewer, transportation facilities, nor be a burden on existing streets. Our site allow for up to 2 people to occupy a site overnight, ther for limiting the use of local schools.

Applicant Signature: Leyk. Bymore Date 23-8-7

31326

SURVEY OF 17.67 ACERS OF THE REMAINING LANDS OF THE WANDA WILLIAMS ESTATE LOCATED IN THE 9 th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

FILED FOR RECORD
D182/E-1
2016 OCT -4 P 2:26
KENNETH B. MURPHEY
CLERK P.C.G.S.C.



LINE	BEARING	HORIZ DIST
L1	S62°33'07"W	48.54'
L2	N67°16'47"W	69.10'
L3	S38°09'55"W	138.57'
L4	N68°14'26"W	88.38'
L5	S77°20'30"W	56.02'
L6	N50°14'44"E	130.16'
L7	N57°41'41"E	118.45'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N65°53'01"E	105.68'	612.25'	105.81'	9°54'07"	53.04'
C2	N75°50'07"E	106.74'	612.25'	106.87'	10°00'05"	53.57'
C3	N89°19'47"E	118.93'	334.60'	119.56'	20°28'25"	60.43'
C4	S58°53'20"E	106.64'	334.60'	107.10'	18°20'21"	54.01'

REFERENCES:

PL CABINET D-98 SLIDE C-1
PL CABINET D-159 SLIDE E-1
PL BK G PG 214
PL BK F PG 242
TX MAP #04120005A

PURSUANT TO O.G.C.A., SECTION 15-6-67

I CERTIFY THAT THIS PLAT DOES NOT REQUIRE APPROVAL OF THE EFFINGHAM COUNTY PLANNIG COMMISSION

THE FIELD DATA WAS COLLECTED USING A TOPCON TOTAL STATION AND A CARLSON EXPLORER II DATA COLLECTOR

THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS

THIS PLAY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET, AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN A CONFORMITY WITH THE MINMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978

WILLIAM MARK GLISSON RLS #3316

00' 0 400' 800'

GRAPHIC SCALE 1"=400'

GEORGIA REGISTERED 3316 9/30/16 LAND SURVEYOR WILLIAM M. GLISSON

STATE OF GEORGIA

PREPARED BY:

GLISSON LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964

377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEY FOR:
WANDA R. WILLIAMS

COUNTY: EFFINGHAM STATE: GA.

GMD:9 TH SUBD:

DATE:9/28/16 SCALE: 1" =400'

FILE NUMBER:16178

TOTAL AREA: =17.67 AC. LOT

FIELD SURVEY DATE:8/17/16

112

Item X. 9.

Traverse PC

SITE PLAN
HOBO TRAIL RV PARK

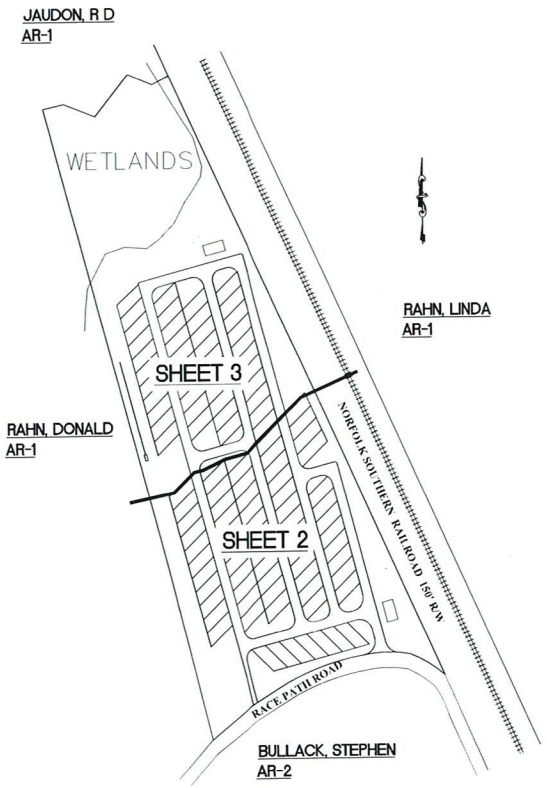
SURVEY OF 17.67 ACERS OF THE
REMAINING LANDS OF THE WANDA WILLIAMS ESTATE
LOCATED IN THE 9 th G.M. DISTRICT
OF EFFINGHAM COUNTY, GEORGIA

REFERENCES

PL CABINET D-88 SLIDE C-1
PL CABINET D-159 SLIDE E-1
PL BK G PG 214
PL BK F PG 242
TX MAP #04120005A

LEGEND

8"W	PROPOSED WATER
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
8"S	PROPOSED SEWER
O	PROPOSED SEWER MANHOLE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	TYPICAL WASH AREA
	SHEET BOUNDARY
	SHEET DRAINAGE
	OFFSITE STREET DRAINAGE
	PROPOSED SEWER FLOW
	PROPERTY LINE
	UTILITY EASEMENT
	RIGHT-OF-WAY
	GRADE BREAK
SF	SQUARE FEET
NTS	NOT TO SCALE



SHEET INDEX SITE MAP

NO SCALE

SITE DATA	
PROPOSED ZONING	R-4
TOTAL PROPERTY GROSS AREA	17.67 ACRES
WETLANDS	2.99 ACRES
TOTAL NET RV RESORT AREA	14.68 ACRES
TOTAL OPEN SPACE, DRAINAGE & RECREATIONAL AREA	5.01 ACRES (34.2%)

TOTAL NET RV SITE AREA	14.68 ACRES
RECREATIONAL USABLE AREA	1.66 ACRES (11.3%)
PROJECT STREET AREA	2.53 ACRES

TOTAL RV SITES	110
TOTAL NET DENSITY	7.5 DU/AC
TOTAL GROSS DENSITY	6.2 DU/AC

RV PARK GUEST PARKING	47 SPACES 10'x20'

FEMA FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
130076	13103C0258E	MARCH 16, 2015	ZONE X	N/A

BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN ZONE SHADED A (AREAS OF 100 YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) PER THE FLOOD INSURANCE RATE MAP. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DOCUMENTATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PARCEL NUMBER

4120005A

SHEET INDEX

SHEET 1	COVER SHEET AND KEY MAP
SHEET 2-3	SITE PLAN
SHEET 4	DETAILS, ROAD SECTIONS

OWNER/DEVELOPER

WANDA RAHN WILLIAMS
134 SUMMER WINDS DR.
SAVANNAH, GA 31410
CONTACT: LEX BAZEMORE
PHONE: 912-330-0140
EMAIL: BAZEMORELEX@GMAIL.COM

ENGINEER/PLANNER

CIVIL DESIGN SOLUTIONS, L.L.C.
5989 GA HWY 129S
CLAXTON, GA 30417
PHONE: 602-214-4854
CONTACT: BRIAN BERNARD, P.E.
EMAIL: BBERNARD@CDSLLC-AZ.NET
COA: PEF006575

TOPOGRAPHY

THE TOPOGRAPHY WAS PREPARED FROM THE EFFINGHAM COUNTY GIS MAP. GEORGIA STATE PLANE EAST ZONE, NAV83,

NOTES

1. THE RV LOTS WILL USE THE GENERAL ADDRESS ALONG WITH A PERMANENT NUMERIC SPACE DESIGNATION FOR MAILING AND EMERGENCY RESPONSE PURPOSES. THE ANCILLARY STRUCTURES WILL USE THE GENERAL ADDRESS.

UTILITY SYSTEM OWNERSHIP

SEWER	HOBO TRAILS RV PARK-SEPTIC
WATER	HOBO TRAILS RV PARK-WELL
ELECTRIC	GEORGIA POWER
CATV	DIRECT TV-INTERNET
FIRE	EFFINGHAM COUNTY FIRE DEPT.
SANITATION	ATLANTIC WASTE MANGEMENT

CIVIL DESIGN SOLUTIONS, LLC
5989 GA HWY 129S
CLAXTON, GEORGIA 30417
602.214.4854

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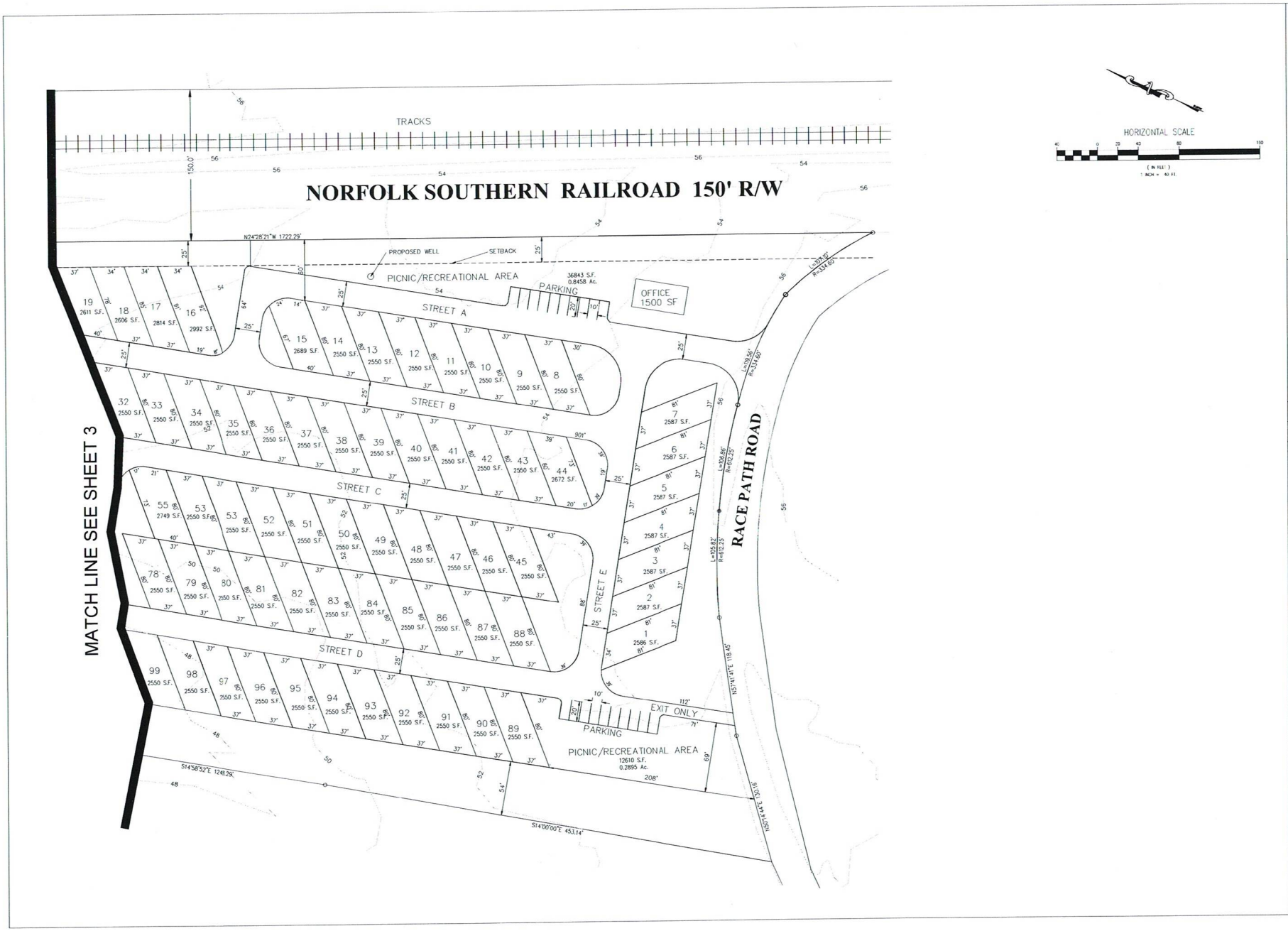
NO.	DATE	INT.	REVISIONS

HOBO TRAILS RV PARK
SITE PLAN
EFFINGHAM COUNTY, GA
PARCEL #4120005A

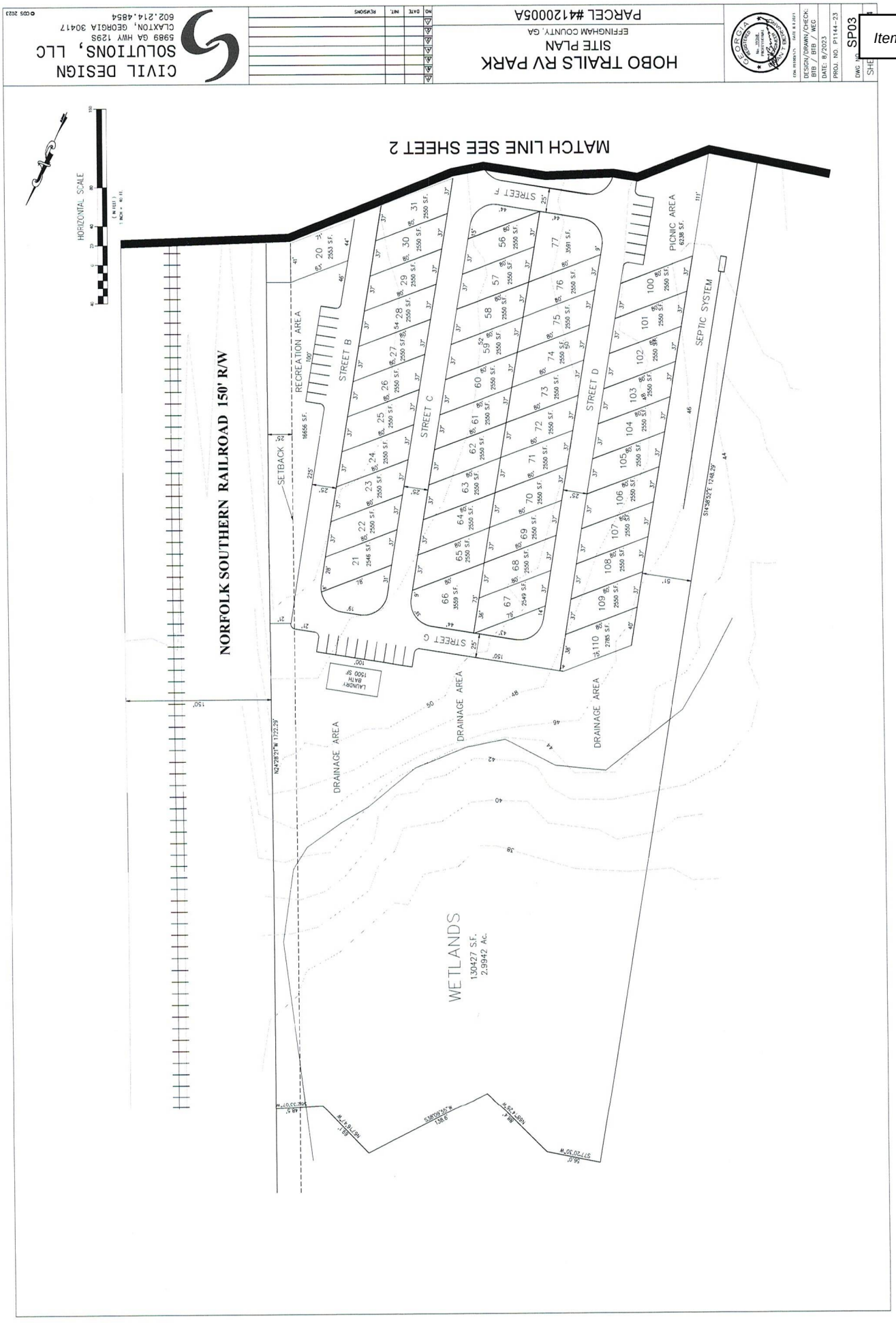
GEORGIA REGISTERED PROFESSIONAL ENGINEER BRIAN T. BERNARD

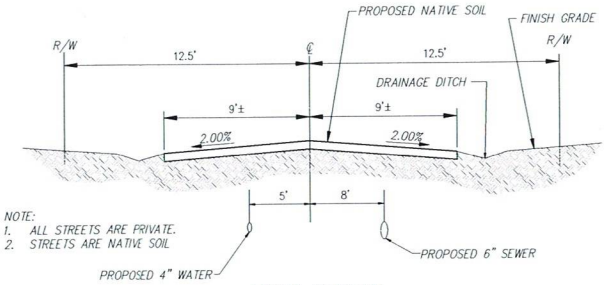
COA: PEF006575 Date: 8.8.2023

DESIGN/DRAWN/CHECK: BTB / BTB / WEG
DATE: 8/2023
PROJ. NO. P1144-23
DWG NO. SP01
SHEET 1 OF 4

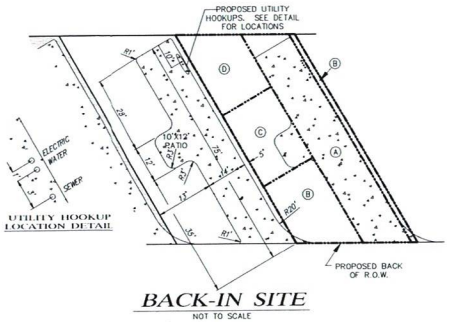

NORFOLK SOUTHERN RAILROAD 150' R/W
TRACKS
MATCH LINE SEE SHEET 3
RACE PATH ROAD
PICNIC/RECREATIONAL AREA
PARKING
OFFICE 1500 SF
STREET A
STREET B
STREET C
STREET D
STREET E
EXIT ONLY
PROPOSED WELL
SETBACK
HORIZONTAL SCALE
CIVIL DESIGN SOLUTIONS, LLC
5989 GA HWY 129S
CLAXTON, GEORGIA 30417
602.214.4854
HOBO TRAILS RV PARK
SITE PLAN
EFFINGHAM COUNTY, GA
PARCEL #4120005A
DESIGN/DRAWN/CHECK: BTB / BTB / WEG
DATE: 8/2023
PROJ. NO. P1144-23
DWG NO. SP02

Item X. 9.

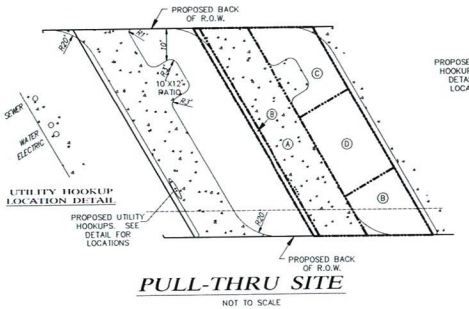

CIVIL DESIGN SOLUTIONS, LLC
5989 GA HWY 129S
CLAXTON, GEORGIA 30417
602.214.4854
HOBO TRAILS RV PARK
SITE PLAN
EFFINGHAM COUNTY, GA
PARCEL #4120005A
DESIGN/DRAWN/CHECK: BTB / BTB / WEG
DATE: 8/2023
PROJ. NO. P1144-23
SP03
MATCH LINE SEE SHEET 2
HORIZONTAL SCALE
NORFOLK SOUTHERN RAILROAD 150' R/W
RECREATION AREA
SETBACK
STREET B
STREET C
STREET D
STREET F
STREET G
PICNIC AREA
SEPTIC SYSTEM
DRAINAGE AREA
WETLANDS
130427 S.F.
2.9942 Ac.



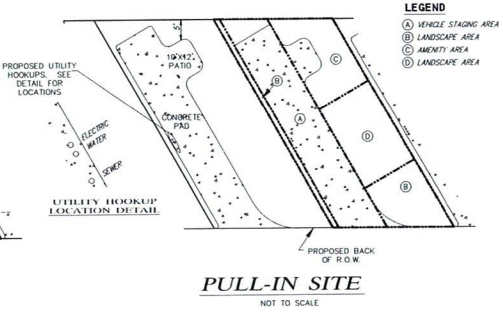
LOCAL STREET
NTS



BACK-IN SITE
NOT TO SCALE



PULL-THRU SITE
NOT TO SCALE



PULL-IN SITE
NOT TO SCALE

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5989 GA HWY 129S
CLAXTON, GEORGIA 30417
602.214.4854

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HOBO TRAILS RV PARK
SITE PLAN
EFFINGHAM COUNTY, GA
PARCEL #4120005A

NO.	DATE	INT.	REVISIONS
1			
2			
3			
4			
5			
6			
7			

GEORGIA REGISTERED No. 33368 PROFESSIONAL ENGINEER BRYAN T. EBERHART

COA #: P1100852 DATE: 8-4-2023

DESIGN/DRAWN/CHECK: BTB / BTB / WEG
DATE: 8/2023
PROJ. NO. P1144-23
DWG. NO. SP04
SHEET 4

BUSINESS PLAN

HOBO Trails
Race Path Rd.
Effingham County, GA
2023

Hobo Trails will be a full-service monthly Recreation Vehicle Park. With a feeling of being at home while on the road, our guests will enjoy a natural setting while enjoying onsite trails and recreational areas.. As most long-term RV parks in the region, we will host a variety of residents including traveling nurses, construction workers assisting growth in Effingham County and surrounding areas, and folks that can work remotely while enjoying being in the middle of nature. These folks are professionals, just looking for a neutral, quiet, clean, and friendly place to call home for a spell. Our first 24 sites will allow the RVer's of the Southeast to know we are open and ready for guests while providing sites with water, sewer, WIFI, and metered power. As guests occupy the first phase, we will continue to develop sites over time and one day hope to have as many as 110 sites. We also aspire to have an onsite laundry facility for our guests when the demand is present.

The Ownership
The Company will be structured as a limited liability company (L.L.C)

The Management
The Company will be managed by Shannon and Lex Bazemore
The RV Park will be managed by Civil Design Solutions, LLC

The Goals and Objectives
Provide friendly, relaxing, resident sites for long term campers working in surrounding areas or remotely with onsite natural walking trails.

The Products and Services
Provide clean, full-service campsites for monthly tenants in a neutral relaxing environment.
Provide natural walking trails to tenants.

The Target Market

The Park's target market has the following characteristics:

- Occupation: Traveling or remote workers supporting our surrounding communities. • Other: Guests searching for a relaxing, natural and clean place to stay in the comfort of their own camper and a place to explore nature while walking onsite trails.

Pricing Strategy
The Company will make use of an economy pricing strategy.

Capital Requirements
The Members initial investment is valued at $60,000.00 and expected to spend an additional $144,000.00 and will be self-funded.

The Company

Business Sector
The Members would like to start a business in the following industry: Real-estate Rental and Recreation.

Company Goals and Objectives
Provide friendly, relaxing, resident lots for long term campers working in surrounding areas and remotely with onsite natural walking trails.

Company Ownership Structure
The Company will be structured as a limited liability company (L.L.C.)

Ownership Background

- Member: Shannon Bazemore
  Experience and training: 14 years as Paralegal, 8 years as SHRM Certified HR Professional, 5 years as District Attorney's Executive Assistant

- Member: Lex Bazemore
  Experience and training: 27 years of Construction, Marketing, Finance and High-Level Sales.

- Member: Wanda Rahn Williams
  35 years owner of Williams Seafood

Company Management Structure

The Company will be managed by Shannon and Lex Bazemore.
Other management details: Lex and Civil Design Solutions will manage construction and maintenance, marketing, and finances. Civil Design Solutions will manage office duties including but not limited to executing monthly Camper Licensing Agreement and bookkeeping.

Company Assets

The Company has the following assets:
Business Plan

- Equipment, with an estimated value of $25,000.00.
- Real Property, with an estimated value of $706,800.00.

The Products and Services

Provide clean natural campsites for monthly tenants in a natural relaxing environment. Provide natural walking trails and recreation areas to tenants.

Future Products and Services

When the first 24 sites are regularly occupied and being managed effectively, we will develop additional sites to a maximum of 110 sites. Provide laundry facility.

Marketing Plan

The Target Market

The Company's target market has the following characteristics:

- Occupation: Traveling and remote workers supporting our surrounding communities •

Other: Travelers searching for a relaxing, natural and clean place to stay in the comfort of their own camper and a place to explore nature while walking onsite trails.

Location Analysis

Centrally located in Effingham County, Georgia. 2.8 miles from SR-21 S. 23 miles from Savannah, Georgia. 14 miles from Hyundai META site. 38 miles from Tybee Island, Georgia.

Pricing

The Company will make use of an economy pricing strategy.
Other pricing information: Lots including water and sewer are provided at a fair monthly rate, plus electricity metered at each site and paid on a monthly basis.

Advertising

The Company will promote the business through:

- Social media

- Direct marketing to businesses utilizing traveling workforces, marketing in camping organizational flyers and newsletters.

The annual budget for advertising is $5000.00

Operations

Daily Operations
See: Camper Licensing Agreement.

Financials

Capital Requirements
The Members' initial investment is valued at $60,000.00. Including engineering/surveying, clearing, grading, and water well. Install utilities to include water, sewer, electric brought on site by Georgia Power and WIFI to each site, construct entrance and exit road to include egress for emergency vehicles.

5.7 - R-4 Planned manufactured home community districts.

It is the intent of county board of commissioners through the regulations of this article to provide separate areas for mobile home development. Separate areas are provided because mobile homes are constructed to different design standards than conventional dwelling units and the mixture of the two in close proximity has a destabilizing effect on both housing types. Separate areas for mobile home development also allow for greater density than is allowed in other residential districts.

Uses permitted by right include mobile home parks and mobile home subdivisions. Mobile home parks are developments in which individual mobile home pads are rented, leased or held in condominium ownership by occupants. Mobile home subdivisions are developments in which mobile home lots are individually owned as in conventional single-family subdivisions.

Recreational vehicle parks are permitted as conditional uses. It is the intent of this Code that recreational vehicle park facilities may not be mixed with mobile home parks or with mobile home subdivisions.

Development regulations in the mobile home district are intended to provide a reasonably spacious and well-designed environment which offers a desirable level of amenity.

5.7.1 Permitted uses.

5.7.1.1 Mobile home parks, including mobile homes located on individual sites, under common ownership.

5.7.1.2 Mobile home subdivisions, including mobile homes located on lots under individual ownership.

5.7.1.3 Family day care homes.

5.7.1.4 Utility and essential service facilities.

5.7.1.5 Enclosed storage for use by park or subdivision residents.

5.7.1.6 Outdoor storage areas for use by park or subdivision residents provided it is screened.

5.7.2 Conditional uses.

5.7.2.1 Churches, synagogues and other houses of worship.

5.7.2.2 Day care centers.

5.7.2.3 Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days.

5.7.3 Uses permitted accessory to mobile home dwelling units. Any use typically incidental to a principal use permitted by right or as a conditional use when conducted as an accessory to such principal use:

5.7.3.1 Home based businesses.

5.7.3.2 Golf courses and other recreational facilities.

5.7.4 Structures accessory to individual mobile home dwelling units. Accessory structures permitted in required setback areas:

5.7.4.1 Driveways and parking areas.

5.7.4.2 Fences and garden walls.

5.7.5 Accessory structures permitted in conformance with mobile home unit setbacks.

5.7.5.1 Carports, attached or detached.

5.7.5.2 Garages, attached or detached.

5.7.1.3 Screen enclosures.

5.7.1.4 Storage sheds.

5.7.6 Structures accessory to mobile home parks, mobile home subdivisions and recreational vehicle parks.

Accessory structures permitted in required perimeter setback areas.

5.7.6.1 Decks, patios, porches, terraces and walkways not greater than 12 inches above grade.

5.7.6.2 Docks.

5.7.6.3 Driveways and parking areas.

5.7.6.4 Fences and garden walls.

5.7.6.5 Parking lots.

5.7.6.6 Pumps.

5.7.6.7 Safety and security buildings necessary to control points of access.

5.7.6.8 Signs.

5.7.7 Accessory structures permitted in conformance with perimeter setbacks.

5.7.7.1 All accessory structures permitted in required yards/perimeter setback areas.

5.7.7.2 Antenna-type transmitters and receivers such as radio, television, and ham radio.

5.7.7.3 Boat houses.

5.7.7.4 Carports, attached or detached.

5.7.7.5 Community buildings, including a park office.

5.7.7.6 Decks, patios, porches, terraces and walkways greater than 12 inches above grade.

5.7.7.7 Dish-type transmitter and receivers such as satellite dish receivers.

5.7.7.8 Emergency shelters.

5.7.7.9 Garages, attached or detached.

5.7.7.10 Greenhouses.

5.7.7.11 Laundry buildings.

5.7.7.12 Parking structures.

5.7.7.13 Recreation facilities, indoor, such as gymnasiums, indoor swimming pools, indoor racquetball courts and indoor tennis courts.

5.7.7.14 Recreation facilities, outdoor, such as golf courses, executive golf courses, parks, outdoor swimming pools and outdoor tennis courts.

5.7.7.15 Screen enclosures.

5.7.7.16 Sheds and tool houses.

5.7.7.17 Storage areas, paved.

5.7.7.18 Storage buildings.

5.7.7.19 Swimming pools, in ground or above ground.

5.7.8 Prohibited uses. Any use not listed as permitted shall be prohibited unless it is determined to be essentially the same as a permitted use pursuant to the provisions. The storage of flammable liquids in outside, aboveground tanks shall be prohibited except those used in connection with heating appliances. Bulk plants and the bulk storage of liquefied petroleum gas shall be prohibited.

5.7.9 Development regulations applicable to mobile home parks, mobile home subdivisions and recreational vehicle parks.

5.7.9.1 Perimeter setback requirements. Mobile home sites, mobile home lots and recreational vehicle sites shall be set back from the perimeter of mobile home parks, mobile home subdivisions and recreational vehicle parks as follows:

Minimum perimeter setback .....20 feet

5.7.9.2 Perimeter landscaped buffer. A natural or landscaped buffer not less than 15 feet in depth shall be provided around the entire perimeter of each mobile home park, mobile home subdivision and recreational vehicle park. The landscaped buffer shall be interrupted only where necessary to provide for vehicular and pedestrian access. It shall contain a visual screen consisting vegetation which have a minimum opacity of 75 percent to a height of not less than six feet. It shall be landscaped as set forth. Masonry or wooden fences meeting the requirements may be substituted along common property lines other than street right-of-way lines.

5.7.10 Recreation space requirements.

5.7.10.1 Minimum percent of total mobile home park, mobile home subdivision or recreational vehicle park devoted to recreation space = seven percent.

5.7.10.2 Maximum percent of total recreation space devoted to recreationally used water bodies = 30 percent.

5.7.10.3 Minimum size of any single recreation area = 5,000 square feet.

5.7.10.4 Minimum dimension of any single recreation area on one side = 60 feet.

5.7.10.5 Minimum separation of active recreation area from any mobile home site = 30 feet.

5.7.10.6 Developers of new mobile home parks, mobile home subdivisions or recreational vehicle parks shall provide an onsite structure(s) to shelter the development's projected hurricane season population. Such shelters may include, but not be limited to, clubhouses and recreation centers.

5.7.11 Underground placement of utilities required. All utilities distribution and collection systems, including water supply, sewage disposal, electricity, gas, telephone and television cable, shall be placed underground.

5.7.12 Water and sewer facilities. Community wells or public water required. No individual wells allowed. Mobile homes may not share a septic system. If public sewer is not available then lots must meet health department size regulations to accommodate individual septic systems.

5.7.13 Development regulations specific to mobile home parks and mobile home subdivisions.

Development area regulations.

5.7.13.1 Size and density regulations.

Minimum development area = 20 acres

Maximum number of mobile home dwelling units per gross acre = seven units

5.7.13.2 Access requirements.

Minimum number of access points = two

5.7.13.3 Internal street construction rquirements. Internal streets which are dedicated to public use shall be constructed according to Effingham County Regulations.

5.7.13.4 Internal street width requirements. Right-of-way and pavement widths for internal streets which are dedicated to public use shall be determined according to the standards contained in the county's subdivision regulations. Right-of-way and pavement widths for internal streets which are reserved for private use shall be determined according to function, anticipated traffic volume and subject to site plan approval, provided that no right-of-way or pavement shall be less than as follows:

5.7.13.5 Minimum right-of-way width for private interior streets = 30 feet.

5.7.13.6 Minimum pavement width of private access drives, excluding curbs = 20 feet.

5.7.13.7 Minimum pavement width of private collector streets, excluding curbs = 24 feet.

5.7.13.8 Minimum pavement width of one-way lanes divided by landscaped median, excluding curbs = 12 feet.

5.7.15 Common area maintenance provisions for mobile home subdivisions. The zoning administrator shall approve a final plat for a mobile home subdivision only after making a determination that there is a feasible program for the full maintenance and operation of common areas, common improvements and common facilities included in the plat consistent with the common area maintenance provisions.

5.7.16 Individual site regulations. Mobile home site area and width requirements.

5.7.16.1 Minimum lot area = 4,000 square feet.

5.7.16.2 Minimum lot width = 40 feet.

5.7.17 Mobile home unit setback requirements.

5.7.17.1 Minimum front and street side setback from pavement = 15 feet.

5.7.17.2 Minimum interior side setback = five feet.

5.7.17.3 Minimum rear setback = ten feet.

5.7.18 Mobile home unit parking requirements. Minimum number of hard surface on-site parking spaces per mobile home site = two spaces.

5.7.19 Site plan review. Applications for a permit to construct a mobile home park shall be processed in a manner similar to the procedures of the Effingham County Subdivision Ordinance. A site plan and construction plans shall be submitted. A final plat of record is required. Applications for a permit to construct a mobile home subdivision shall be processed in accordance with the platting procedures of the Effingham County Subdivision Ordinance.

5.7.20 Development regulations specific to legal nonconforming mobile home parks and mobile home subdivisions.

5.7.20.1 Placement and replacement of units permitted. Units may be placed or replaced within legally non-conforming mobile home park developments which were previously approved, provided the resulting density does not exceed that originally approved.

5.7.20.2 Alterations to meet site improvement requirements permitted. Alterations or development site area expansions which increase conformance with site improvement requirements are permitted. All regulations pertaining to use non-conformities as set forth shall apply to non-conformities within MH districts.

5.7.20.3 Separation and setback requirements for new or replaced units.

1) Minimum separation between side of one mobile home and side or end of another mobile home measured perpendicular to each side or side and end = ten feet.
2) Minimum end-to-end and corner-to-corner separation between mobile homes = ten feet.
3) Minimum separation between noncombustible appurtenances (such as screen rooms, awnings, carports and accessory storage buildings) measured perpendicularly to sides and ends = six feet.
4) Minimum setback of permanent buildings and mobile home units from perimeter boundaries = five feet.*

   * An existing mobile home located closer than five feet to a perimeter boundary may be replaced with another unit at the same location.

5.7.24 Mobile home district development regulations specific to recreational vehicle parks.

5.7.24.1 Recreational vehicle park size and density regulations.

a) Minimum recreational vehicle park area = 15 acres.
b) Maximum number of recreational vehicle units per gross acre = 12 units.

5.7.24.2 Vehicle site requirements.

a) Minimum area of vehicle site = 2,500 square feet.
b) Minimum width of vehicle site = 35 feet.

5.7.24.3 Access requirements.

a) Minimum easement of internal street = 25 feet.

b) Minimum pavement width = 18 feet.

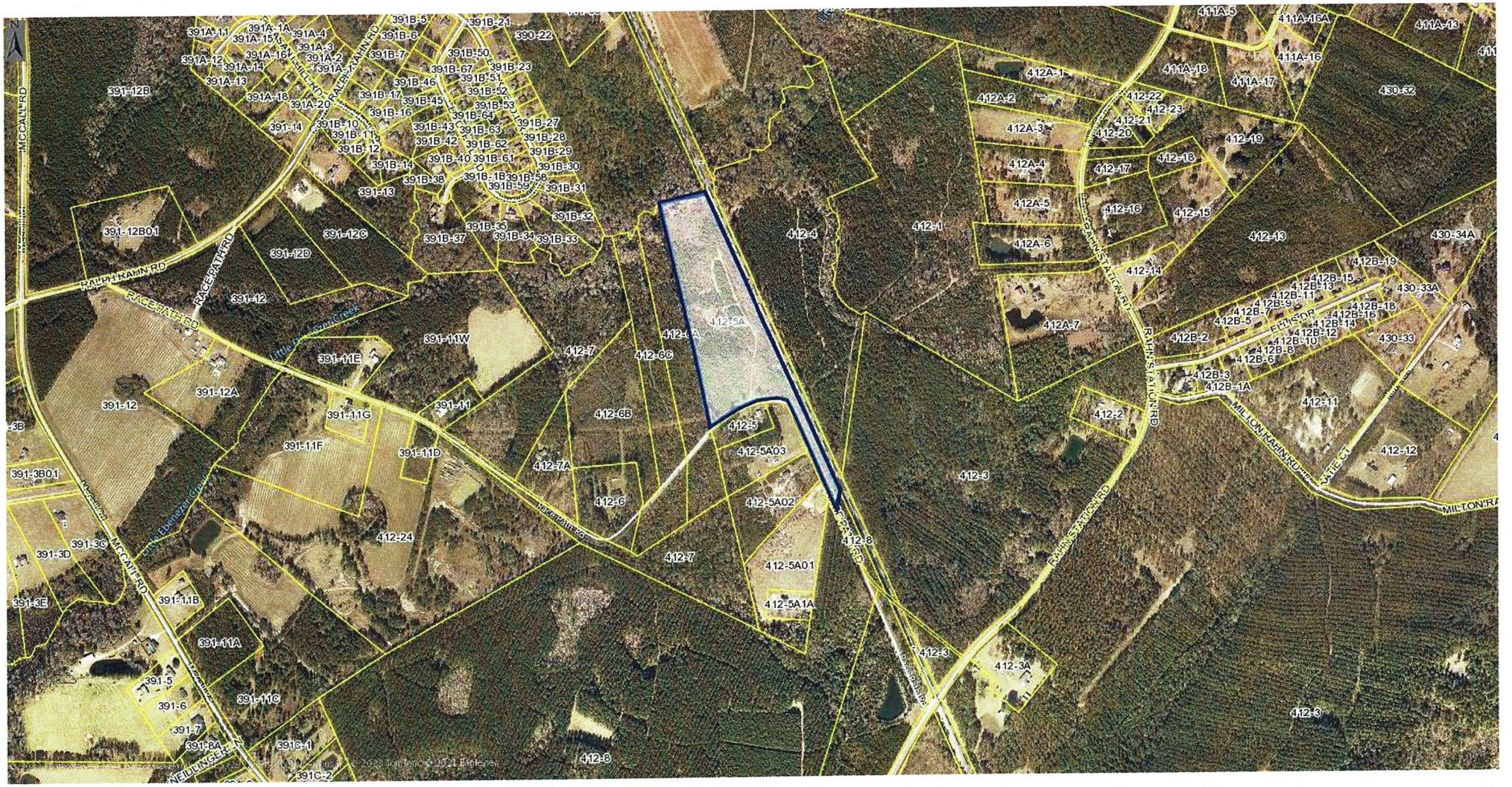
5.7.24.4 Central refuse collection requirements. All refuse shall be stored in water- and pest-proof containers located within a convenient distance from all vehicle sites and shall be collected and placed in one or more central containers daily. Collection from central containers shall be in accordance with the collection schedule [of] Effingham County.

5.7.24.5 Individual or central sewage disposal system requirements. Facilities for disposal of liquid wastes from vehicle holding tanks may be provided at each vehicle site or at central sanitary stations. Central sanitary stations, if used, shall be provided at a ratio of at least one for every 75 vehicle sites or fractional part thereof. Such sanitary stations shall be separated from any vehicle site by a minimum distance of 50 feet and shall be suitably screened from other activities by visual barriers such as fences, walls or natural barriers.

5.7.24.6 Site plan review. A site plan shall be submitted with applications for a permit to construct a recreational vehicle park. The site plan shall include complete engineering plans and specifications in sufficient detail to demonstrate full compliance with all applicable provisions of this land development code and other applicable municipal ordinances.

(Amend. of 4-4-00(21); Amend. of 4-16-02; Amend. of 10-21-04, § 5; Ord. of 9-7-10, § 1)

Race Path Road



412-5A / Race Path Road



8/13/2023

1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Tax Parcel Labels
Tax Parcels
Roads

Wetlands
Freshwater Forested/Shrub Wetland
Freshwater Pond

Riverine

FEMA Flood Zone
A

X, AREA OF MINIMAL FLOOD HAZARD

Efn_fin_cache
Red: Band_1

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/ NASA, EPA, USDA

412-5A / Race Path Road



8/13/2023

Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
Other

Efn_fin_cache
Red: Band_1
Green: Band_2

1:15,799

0 0.1 0.2 0.4 mi
0 0.17 0.35 0.7 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/ NASA, EPA, USDA

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL X

Voted 3/2 to disapprove

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from **AR-1** to **R-4** 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?

Street is in need of improvement

(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?

#15- Ryan

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 **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from **AR-1** to **R-4** 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?

#15 - Alan

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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 **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from **AR-1** to **R-4** 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?

#15 - Dave

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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 **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from **AR-1** to **R-4** 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?

#15 - Brad

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 PEH

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from **AR-1** to **R-4** 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?

PEH

#15 - Peter

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Lex Bazemore** as Agent for **Wanda R. Williams** requests to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park. Located on Race Path Road. **[Map# 412 Parcel# 5A]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park.

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. Section 5.7.2.3 allows for *Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days*.
- Citizen reports to Development Services state that existing RV parks frequently have wait lists, and are not available for occupation for months.
- Due to the fact that occupation of an RV is prohibited outside of R-4 zoning, Code Enforcement frequently responds to complaints of illegal RV occupation.
- Staff was unable to identify R-4 rezoning more recent than 2007 (Whispering Pines, Hodgeville Road).
- The proposed development will next be required to submit a sketch plan for review and approval.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - At the Technical Review Committee meeting for this project, EOM's constructive comment on roads was limited to the need for an upgrade to a commercial access/driveway for an RV park.
        - No applicable agencies other than EOM have submitted comment or concern.
    - *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 TIA has been conducted.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - The property is currently undeveloped.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The surrounding area is within the AR zoning districts, with a nearby R-1 subdivision, and a surface mine. This composition is compatible with other residential zoning.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - The applicant will have to obtain EPD permitting for water/sewer systems.

- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Co included:
    - Increase in traffic
    - Devaluation of property
    - Condition of Racepath Road
    - Burden to internet access
- At the September 12, 2023 Planning Board meeting, Brad Smith made a motion for approval. The motion was seconded by Alan Zipperer, and failed with a vote of 2-3.
- Peter Higgins made a motion for denial, which was seconded by Ryan Thompson and carried 3-2, Brad Smith and Alan Zipperer opposing.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Loper made a motion for approval with staff recommendation. There was not a second and the motion died.
- Mr. Lex Bazemore asked the board if the item could be tabled.
- Commissioner DeLoach made a motion to table the item to the November 7, 2023 Board of Commissioners meeting; Commissioner Loper second and it carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**, with the following conditions:
    1. The Recreational Vehicle park shall conform to the R-4 zoning district.
    2. The Recreational Vehicle park shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate

2. Deny the request for to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**

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

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

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

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 412-5A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 412-5A

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, LEX BAZEMORE AS AGENT FOR WANDA R. WILLIAMS has filed an application to rezone seventeen and sixty-seven hundredths (17.67) +/- acres; from AR-1 to R-4 with conditional use to allow for an RV park; map and parcel number 412-5A, located in the 4th commissioner district, and

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

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT seventeen and sixty-seven hundredths (17.67) +/- acres; map and parcel number 412-5A, located in the 4th commissioner district is rezoned from AR-1 to R-4 with conditional use for an RV park, with the following conditions:

1. The Recreational Vehicle park shall conform to the R-4 zoning district.
2. The Recreational Vehicle park shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Joao Batista** requests a **conditional use** for a **rural business.** Located at 174 Noel C. Conaway Road. **[Map# 352 Parcel #56]**

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

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business.** Conditional use: rural business requirements include consideration of:
    - Intent – the proposed business use is "fleet parking" for four boom truck cranes and storage of an EPD approved 1,000-gallon diesel tank.
    - Primary land use – the applicant has not provided proof of residence.
    - Structure – the business-related structure in site is an open pole barn – type shelter.
    - Public Road Frontage – the property has frontage on Noel C. Conaway Road.
    - Acreage (3 minimum) – the property is 1.9 acres. The applicant is requesting to include to that acreage, 1.5 acres belonging an adjacent property (which he also owns. Similar considerations have been granted to past rural business applications however, in those instances the adjacent land was vacant. In this situation there is a dwelling on the property.
- The cranes and diesel tank are visible from the road.
- The applicant's business operations are based from the applicant's dwelling in Brookfield subdivision in Guyton.
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion to approve with the following conditions:
  1. The applicant shall provide proof of residence.
  2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
  3. A copy of GDOT approval for commercial access to/from GA Hwy 30 shall be provided to Development Services prior to the issuance of a business license.
  4. The applicant shall install screening to create a visual barrier from all business elements. This screening shall be approved by Development Services prior to installation and verified after installation.
- And the added condition:
  5. The fleet shall not expand beyond four vehicles on property.
- The motion was seconded by Peter Higgins, and carried unanimously
- At the October 17, 2023 Board of Commissioners meeting Commissioner Floyd made a motion to approve the item with the following conditions:
  1. The applicant must remove the diesel tank from the property.
  2. The applicant must provide proof of residency to obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
  3. The applicant must install a door or cover on the existing pole barn.
  4. All trucks must be parked behind the fence and not visible from Highway 30.
  5. The fleet cannot expand beyond four vehicles on the property.
- After the conditions were explained and made as part of Commissioner's Floyds motion, the applicant did consent to the conditions.

- Commissioner DeLoach second the motion and it carried unanimously.

Alternatives

1. Approve the request of a **conditional use** for a **rural business**, with the following conditions:

1. The applicant must remove the diesel tank from the property
2. The applicant must provide proof of residency to obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
3. The applicant must install a door or cover on the existing pole barn.
4. All trucks must be parked behind a fence and not visible from Highway 30.
5. The fleet shall not expand beyond four vehicles on property.

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

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

Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 352-56
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 352-56

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

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

WHEREAS, a public hearing was held on November 7, 2023 and notice of said hearing having been published in the Effingham County Herald on September 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

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

1. The applicant must remove the diesel tank from the property.
2. The applicant must provide proof of residency to obtain, and keep in good standing, an Effingham County Occupational Tax certificate (business license).
3. The applicant must install a door or cover on the existing pole barn.
4. All trucks must be parked behind a fence and not visible from Highway 30.
5. The fleet cannot expand beyond four vehicles on the property.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Ordinance Revision – 2nd Reading
Author: Steve Candler, Director
Department: Development Services
Meeting Date: November 7, 2023
Item Description: Consideration of an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article III – Buffers**.

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

Executive Summary/Background

- Based on feedback from the workshop and the Commissioner's retreat, staff has adjusted the buffers ordinance revision to reflect the input given.
- The berm slope has been changed to a minimum of 4:1 where before it was a maximum.
- The total area of natural undisturbed buffer is 35' and if the base of the berm is expanding, that expansion will be into the property and not into the 35' of natural undisturbed buffer.
- The buffer table has been updated to reflect 30' buffers between residentially zoned parcels, as opposed to 15' buffers. While mixed-use zoned parcels will buffer 30' as oppose to 20' to residentially zoned parcels.
- A bond requirement has been added for the berm in Commercial, Industrial, and PD developments. This bond will be 10% of the cost of construction as determined by EOM.
- The addition of fencing has been added for residentially zoned parcels and can allow for a reduction in the buffer by 10'.
- In residential subdivisions, the visual buffer shall have a minimum 50% opacity. The visual buffer may be no higher than six feet in height, except on main or collector street where buffer is a maximum height of twenty feet.
- Within required plant material, where trees do not already exist, the change is from every 30 linear feet to every 15 linear feet of buffer and at least two inches dbh.
- At the October 17, 2023 Board of Commissioners Meeting, Commissioner Burdette made a motion for approval. Commissioner Kieffer second the motion and it carried unanimously.

Alternatives

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

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

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

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

Attachments: 1. Amendment to Appendix C – Zoning Ordinance, Article III – General Provision, Section 3.4 Buffers

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO ARTICLE III, SECTION 3.4
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND ARTICLE III OF THE EFFINGHAM COUNTY ZONING ORDINANCE 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:

3.4 is amended in Article III General Provisions, as follows:

3.4 – Buffers

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

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

3.4.1 Buffer Design Standards:

A. *Plant material:* Existing plant materials including understory vegetation in buffers shall be maintained whenever possible. AH trees over six inches diameter at breast height (dbh) shall be retained. Additional planting may be required when existing plant material is inappropriate for screening. Additional landscaping may be added at the property owner's discretion.

B. *Encroachment:* Buffer areas should remain natural. The following are the only permitted encroachments:

1. Drainage ditches, utility and service lines provided that they are approximately perpendicular to the property line.
2. Sidewalks and pathways that connect multiple parcels.
3. Lighting fixtures.
4. Signs.
5. Flagpoles.
6. Structural elements: Privacy fences or walls located in a buffer shall provide a minimum of two feet from the element to the exterior property line to allow for plant material.
7. Landscaping retaining wall if integrated into the buffer and subject to approval by the zoning administrator.
8. Berms, subject to the following standards if encroaching within a buffer:
   a. Minimum slope of 4:1 (see figure below).
   b. Maximum height of the berm shall be based on the width as provided below and shall

be reduced by six feet for every one foot of berm height:

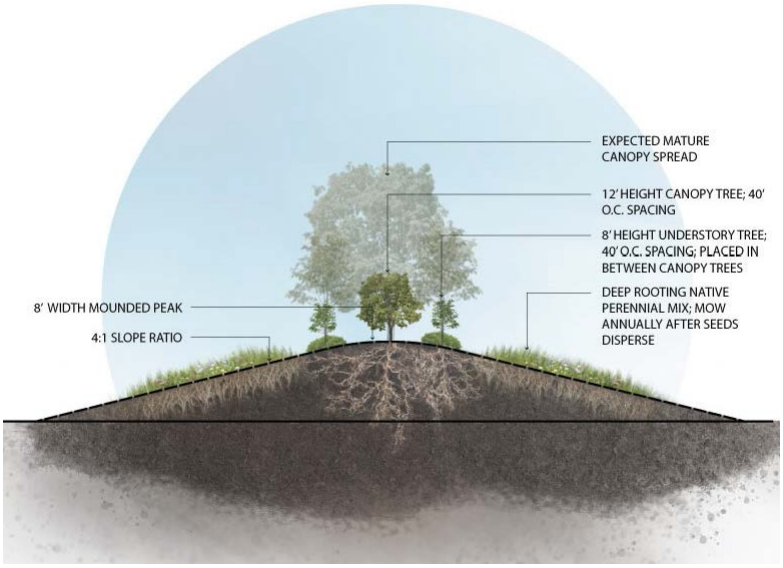
i. For a 25 feet high berm, the buffer requirement is reduced from a 300 feet buffer to a 150 feet buffer. The 150 feet wide buffer includes 35 feet of natural and undisturbed buffer and remaining buffer is the berm. If the berm base is beyond 115 feet, the berm extends into the property and not the 35- foot undisturbed area.

ii. For a 16 feet high berm, the buffer requirement is reduced from a 300 feet buffer to a 200 feet buffer. The 200 feet wide buffer includes 35 feet of natural and undisturbed buffer and remaining buffer is the berm. If the berm base is beyond 165 feet, the berm extends into the property and not the 35- foot undisturbed area.

iii. For a 10 feet high berm, the buffer requirement is reduced from a 300 feet buffer to a 240 feet buffer. The 240 feet wide buffer includes 35 feet of natural and undisturbed buffer and remaining buffer is the berm. If the berm base is beyond 180 feet, the berm extends into the property and not the 35- foot undisturbed area.

iv. The height of the berm is measured perpendicular off the nearest adjacent property line using the natural grade, height cannot be determined by infill grade.

v. Major subdivisions with rear or side facing homes will install a six (6) foot tall berm with approved landscaping material at the apex of the berm. Minimum width of the berm is fifteen (15) feet at the base.



C. Required setbacks shall be inclusive of buffers areas.

Proposed Zoning

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

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

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

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

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

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

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

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

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

A. In cases where the adjacent public street is also the exterior boundary of the site, the buffer required in table 3.4.1 shall be inclusive of this ten-foot-wide landscaped buffer.
B. Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street in the above

chart.

C. Street buffers for industrial property shall equal the required buffer for the use on the other side of the street in the above chart.
D. Residential subdivisions shall have visual buffers consisting of either vegetative cover or fencing and shall have a minimum 50% opacity. If vegetation is used, it shall be projected to reach the required opacity within one year of installation and shall maintain the minimum required opacity during all seasons of the year. A visual buffer may be no higher than six feet in height, except on main or collector streets where the buffer is a maximum height of twenty (20) feet.
E. PDs may have different buffer requirements; however, buffers are still required in all approved PDs. Please refer to PD ordinance in Article X.
F. Where property lines run adjacent to federally designated interstate highways, regardless of zoning or proposed use, that section of the property is exempt from all buffer requirements along the property line with frontage on the interstate highway

3.4.5 Required plant material:

A. Where trees do not already exist they must be planted at a rate of one tree, at least two inches dbh, every 15 linear feet of buffer. The following list specifies recommended trees for this area. For buffers greater than 30 feet in depth required tree planting must come from the large tree list.

B. Buffers in industrial zones must include understory plantings at a rate of on three (3) gallon plant every five linear feet if sufficient understory foliage does not exist.

Large Trees >50' Suitable for areas with more than 400 square feet of total planting area; in a planting strip at least 16' × 25' or 20' × 20'						
Common/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Beech, American *Fagus grandifolia*	50-75' h 40-80' w	PS/FS	L	S	D	Native. Needs ample room above and below ground. Acid soil. Fruit attracts wildlife, no litter. Zones 4-9
Blackgum *Nyssa sylvatica*	65-75' h 25-35' w	PS/FS	H	S	D	Native. Soil pH below 6 best, texture tolerant, drought tolerant, wet soil tolerant. Fruit attracts wildlife, some litter. Zones 4-9

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

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

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

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

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

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

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

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

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

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

Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks

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

grandiflora 'Little Gem'	10-15' w					White showy blooms in summer and early fall. Zones 7-9

Redbud, Oklahoma *Cercis reniformis* 'Oklahoma'	20-30' H 15-30' w	PS/FS	M	F	D	Native. Soil & pH adaptable, salt sensitive, showy thick leaves. Zones 5-9
Waxmyrtle Myrica cerifera	15-20' h 20-25' w	PS/FS	M	F	E	Native. Soil & pH adaptable, urban tolerant. Blue berries attract wildlife. Zones 8-11

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

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ___ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

BY: _____
CHAIRMAN

SECOND READING: _____

ATTEST:

_____
STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

Staff Report

Subject: Ordinance Revision – 2nd Reading
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: Consideration of an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1- AR-1 Agricultural Residential Districts**.

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

Executive Summary/Background
- The new ordinance would accommodate agritourism type businesses within Effingham County.
- The definition of an agritourism business states, "the activities conducted on a working farm and offered to the public or to invited groups for the purpose of recreation, education and/or active involvement in the farm operation. These activities link agricultural production and/or processing with tourism in order to attract visitors onto a farm, ranch, or other agricultural business for the purposes of entertaining and/or educating the visitors and generating supplemental income for the farm or ranch owner. Agritourism activities are linked directly to the primary agricultural use of the property and any recreation, education or active involvement in the farm operation is secondary and shall constitute only a percentage of the total working farm."
- This ordinance would eliminate the need for obtaining an assemblage permit for agricultural residential businesses that host events on their property that are strictly related to the agricultural use of the property.
- Agritourism Businesses would have to provide a concept plan for the business and obtain recommendation and approval from Planning Board and the Board of Commissioners.
- Agritourism Business would be a conditional use within conforming AR-1 districts and not located within a residential subdivision.
- Staff has had an influx of correspondence with business owners and agriculturally zoned property owners who are currently obtaining an assemblage permit annually or who would like to participate in agritourism businesses.
- At the October 17, 2023 Board of Commissioners Meeting, Commissioner DeLoach made a motion for approval. Commissioner Loper second the motion, it carried unanimously.

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

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

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

Attachments: 1. Agritourism Ordinance

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO ARTICLE V, SECTION 5.1.2
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND ARTICLE V OF THE EFFINGHAM COUNTY ZONING ORDINANCE 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:

New subsection 5.1.2.13 is inserted in Article V Uses permitted in Districts, as follows:

5.1.2.13 – Agritourism Business

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

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

a) An Agritourism Business is a business which is secondary or incidental to the primary use of the property for agricultural or residential purposes, and is of a service, educational, or recreational nature. An Agritourism Business is intended to be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts, and is primarily designed to towards providing local or neighborhood service to the rural-residential area in which it is located. Agritourism Business activities may occur in an accessory structure detached from the principal residence or in an area outside of the dwelling.
b) A concept and site plan and narrative for the proposed Agritourism Business shall be provided to the Zoning Administrator for review and approval by the Technical Review Committee. All plans are required to be drawn to scale. An aerial photograph with requirements drawn in may be used if that is the best way for applicant to show the requirements of the plan. The following are required to be included on the concept and site plan:

- North Arrow;
- Placement on property for all sign, and structures, including existing structures and residential dwellings;
- Placement on parcel of all parking spaces to adequately serve the agritourism use or facility;
- Placement and type of planting for any and all landscaping planned for the site;
- Distance from property line to all structures and parking areas including handicapped accessible parking space or spaces;
- Show the nearest county or state highway;
- Show setbacks from any proposed structures and the property line of the parcel where the proposed use or facility will be located;
- Access to the property;
- Location of well/septic; and
- Known future development (gift shop, planned exhibits, etc.).

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

- What is the proposed use for the property?
- How is the property zoned now?
- What is the zoning of adjacent property owners?
- What is the nearest county or state highway?
- Explain in detail why you want to have this agritourism use or facility and how does it promote education of the public on farming or increase economic development in Effingham County?
- How many acres of land do you propose to use in this agritourism use or facility?
- How will this use of facility protect and preserve rural character of Effingham County?
- What steps do you plan to take to ensure that you do not adversely impact neighboring farms or residents?
- Explain the daily operations with hours of operation.
- Explain the goals and projected growth for the business.
- Provide the expected number of daily visitors.
- Provide an emergency evacuation plan.

c) The Agritourism Business shall be reviewed by the Planning Board and approved by the Board of Commissioners before any business activities begin. The Planning Board may recommend to

the Board of Commissioners that conditions be imposed to insure the orderly operation of the proposed business and its compatibility with surrounding properties. The Board of Commissioners may place reasonable conditions on the proposed use as deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.

d) Any required State or Federal licensing shall be obtained and kept in good standing. An Effingham County Occupational Tax Certificate shall be obtained and renewed annually.

e) Any additions or alterations to the residence which will be used for the Agritourism Business shall be of an architectural style in keeping with surrounding residential and agricultural development. Any structure built to house the business must be located to the side or rear of the residence, unless it is at least 100 feet from the front property line and meets all applicable side and rear setbacks. The structure must be readily and easily usable for customary agricultural and residential uses.

f) Only one nonilluminated sign not to exceed 16 square feet is permitted, location to be approved by the Zoning Administrator and/or designee. Location of the sign must be at least 15 feet from all property lines.

g) Property on which the Agritourism Business is proposed shall have frontage on a public road, or be granted exemption from the condition during approval from the Board of Commissioners. If an exemption is requested, the applicant shall provide a legal opinion letter from an attorney licensed to practice law in the State of Georgia which certifies that there is a recorded access easement granting the owner of the property and its business visitors the right to use said access easement. The legal opinion letter shall be dated within thirty (30) days prior to the date that the Agritourism Business application is received by the County. The Board of Commissioners should also consider the type of roadbed, width, and condition of the access road and whether emergency vehicles will have issues traversing said access road.

h) Parking for customers/clients shall be provided on-site, and there shall be no parking along the sides of any public roads.

i) Hours of operation shall be limited to daylight hours, except when exemption is granted by the Board of Commissioners during the approval process, or as provided for in this ordinance.

j) Operations of an Agritourism Business shall adhere to Effingham County Code of Ordinances, Part II, [Chapter 30], Article II, *Noise Control*.

k) Special or Seasonal Events. At such time as the Agritourism Business may wish to rent space for a private party, seasonal event, or any other activity which temporarily occurs outside the implicit scope of operation, the County Manager or designee may approve, or defer to a public hearing, so as to obtain approval from the Board of Commissioners.

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

(a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.

(b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the Board of Commissioners.

(c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.

(d) Handicapped access shall be provided to activities that are open to the public.

(e) Events and activities shall be accessible to emergency and service vehicles.

(f) Adequate toilet facilities per the Department of Environmental Health and trash receptacles shall be provided for all events.

(g) The burden of preserving order during the concert or special event is upon the owner of the Agritourism Business.

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

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

(a) Special events occurring upon a county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended;

(b) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services;

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

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

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

1. On-farm sales

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

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

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ____ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

BY: _____

SECOND READING: _____

CHAIRMAN

ATTEST:

_____
STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO CHAPTER 14, ARTICLE VIII
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND CHAPTER 14 OF THE EFFINGHAM COUNTY OFFICIAL CODE 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:

New Article VIII Unfit Buildings and Property is inserted in Chapter 14 Buildings and Building Regulations, as follows:

Article VIII. Unfit Buildings and Property

Sec. 14-71. Purpose and authority.

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

Sec. 14-72. Definitions.

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

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

County means the unincorporated areas of Effingham County, Georgia.

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

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

Parties in interest means persons in possession of such property and all persons and entities who have any interest in such dwelling, building or structure, or the property on which it is situated, based on

the records of the public officer and of the county courthouse, and based on a 50-year title examin conducted in accordance with the title standards of the State Bar of Georgia, and any party who has filed a notice per O.C.G.A. § 48-3-9.

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

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

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

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

Sec. 14-73. Findings and applicability.

a) It is found and declared that there exist in the unincorporated areas of Effingham County dwellings, buildings, structures, and properties which are unfit for human habitation or for commercial, industrial or business uses and not in compliance with the applicable standard codes or optional building, fire, life safety, or other codes adopted by the county; or in violation of general nuisance law and which constitute a hazard to the health, safety, and welfare of the people; and that a public necessity exists for the repair, closing or demolition of such dwellings, buildings or structures. It is further found and declared that where there is a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people and a public necessity exists for the repair of such condition or the cessation of such use. This county should exercise its police power to repair, close or demolish said dwellings, buildings or structures and/or cause the repair of such conditions or the cessation of such use in the manner provided in this section.

b) All the provisions hereof may also be applied to private property where there is an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity. A finding by any governmental health department, health officer or building inspector that such property is a health or safety hazard shall constitute prima facie

evidence that such property is in violation of this section.

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

a) It is the duty of the owner of every dwelling, building, structure or property in the county to construct and maintain such dwelling, building, structure or property in conformance with this section and all applicable codes in force in the county including such regulations which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure or property in violation of such codes or regulations.

b) It shall be unlawful and a misdemeanor for any owner to own any dwelling, building, structure or property which: is unfit for human habitation or is unfit for its current commercial, industrial or business use and not in compliance with applicable codes, or is vacant and being used in connection with the commission of drug crimes, or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, or is otherwise in violation of this section.

Sec. 14-75. Enforcement procedure.

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

If the officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes, or is vacant and being used in connection with the commission of drug crimes, or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance

exists. The following described action shall then be taken.

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

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

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

cessation of such use, the court may order the cleaning or removal of debris, trash, or other materials present and accumulated which create a health or safety hazard in or about any dwelling, building or structure, and the order may require the abatement of the public health hazard or general nuisance to eliminate the endangerment to the public health or safety.

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

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

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

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

d) The amount of the cost of any repair, alteration, improvement, removal or demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which cost was incurred.

Credit for salvaged materials sold, per subsection (e) below, shall be given. Such lien shall attach to the real property upon the filing of a certified copy of the order in the office of the clerk of Effingham County Superior Court and shall relate back to the date of the filing of the lis pendens notice required under this section.

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

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

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

e) If the dwelling, building or structure is removed or demolished by the public officer, reasonable efforts shall be made to salvage and sell reusable materials at private or public sale, and the proceeds of such sale shall be credited against the cost of the removal or demolition, and proper records shall be kept showing application of sales proceeds. Such sale may be made without public advertisement and bid. The public officer and county shall have no liability related to such sale, including due to defects. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

f) The county may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

g) The redemption amount shall be the full amount of costs as determined above, plus interest, penalties and costs incurred by the county and the tax commissioner in the enforcement of such lien. Redemption of property shall be per O.C.G.A. §§ 48-4-80, 48-4-81.

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

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

(1) Dilapidation and non-compliance with applicable codes;

(2) Defects increasing the hazards of fire, accidents, or other calamities;

(3) Lack of adequate ventilation, light, or sanitary facilities;

(4) Other conditions exist rendering such dwellings, buildings, structures, or property unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the county such as:

a. Disrepair, structural defects or uncleanliness;

b. The interior walls or other vertical structural members list, lean or buckle so that a plumb line passing through the center of gravity of the structural members falls outside of its base so as to create a hazardous condition to the occupants of the structure or the population of the surrounding area;

c. Due to unsafe condition the supporting structure or nonsupporting enclosing or outside walls must be replaced;

d. The floors or roofs have improperly distributed loads or oversized loads or are so weakened as to be unsafe for their present or intended use;

e. The structure has been damaged by wind, fire or other causes so as to imperil the safety or the health of the structure's occupants or of the people of the county;

f. There are abandoned wells, shafts, basements or excavations, abandoned refrigerators or motor vehicles, or any structurally unsound fences or any lumber, trash, fences, debris or vegetation, or any condition which may cause lack of safe ingress or egress to the structure(s);

(5) Vacant dwellings, buildings, or structures in which drug crimes are being committed;

(6) There exists an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity.

Sec. 14-77. Powers of public officers.

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

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

(2) Enter upon premises for the purpose of making examinations; provided, however that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;

(3) Appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out this section;

(4) Delegate any of his functions and powers under this section to such officers and agents as he may designate.

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

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

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

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

(b) A notice of lis pendens shall be filed in the office of the clerk of the Effingham County Superior Court at the time of filing the complaint. Such notice shall have the same force and affect as other

lis pendens notices provided by law.

(c) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this section on the owner and any party in interest who answers the complaint or appears at the hearing. Any party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

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

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

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

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

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

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

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

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ____ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

BY: _____ SECOND READING: _____
CHAIRMAN

ATTEST:

_____
STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

Staff Report

Subject: 2nd Reading - Speed Zone Ordinance – Stillwell Road
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: November 7, 2023
Item Description: Consideration to approve the Second Reading of an ordinance to Reduce the speed limit on a section of Stillwell Road.

Summary Recommendation:
Staff is recommending to reduce the speed limit on a section of Stillwell Road from Mingledorff Way at Copperfield Subdivision to the power line easement from speed limit of 55 MPH to 45 MPH.

Executive Summary/Background:
Staff believes that due to the curves, dips and width of the road in this area along with this area being designated as a bike route, that the current speed limit of 55 MPH is excessive and poses as a threat to property and public safety. Decreasing the speed limit will remove the road from the county radar enforcement list until such time that a traffic study performed by GDOT recommends a speed limit of 45 MPH. At the October 17, 2023 Board of Commissioners meeting, the first reading was approved based upon the revisions of the reducing to 45 MPH as the County cannot reduce the speed limit more than 10mph in any area. The County Manager to determine the starting and ending points of the current 55 MPH to be reduced to 45 MPH.

Alternatives for Commission to Consider:
1. Approve the ordinance to set the speed limit on Stillwell Road between Mingledorff Way at Copperfield Subdivision to the power line easement to 45 MPH.
2. Do not approve the ordinance.
3. Provide Staff with direction.

Recommended Alternative:
Staff recommends Alternative 1 – Approve the ordinance to set the speed limit on Stillwell Road between Mingledorff Way at Copperfield Subdivision the power line easement to 45 MPH.

Other Alternatives: None

Department Review: *(list departments)*
Sheriff's Office, County Attorney, County Manager

Funding Source:
Minor as a result of sign replacements from Public Works budget.

Attachments:
Ordinance

STATE OF GEORGIA
COUNTY OF EFFINGHAM

SPEED ZONE ORDINANCE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

Pursuant to Official Code of Georgia Annotated §40-6-183 concerning Local Authorities' power to alter speed limits, the following ordinance regulating speed limits within the County of Effingham, Georgia is adopted.

Be it ordained that the following speed zone is established:

Stillwell Road

- **45 mph from Mingledorff Way at Copperfield Subdivision to the power line easement.**

Signs to be erected by Effingham County

Be it ordained that any person convicted of a violation of the Ordinance shall be punished as provided by law.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

This Ordinance shall become effective when appropriate signs are erected.

This _____ day of _____, 2023

_____
Wesley M. Corbitt, Chairman
Effingham County Board of Commissioners

ATTEST:

_____
Stephanie D. Johnson, County Clerk

First Reading Approved _____

Second Reading Approved _____

Staff Report

Subject: **Motorola Service Agreement**
Author: Chris Reed, I.T. Director
Department: Information Technology
Meeting Date: 11-07-2023
Item Description: Consideration to approve a services agreement with Motorola Solutions for the Maintenance and SUA II agreement for the 700/800 Mhz Radio System, 911 and Sheriff's Dispatch consoles.

Summary Recommendation:
Effingham County's emergency service radios operate on the SEGARRN radio network, along with several other Regional Counties. Utilizing this network allows all County emergency staff to easily communicate in any of the network counties. The core of the system is owned and maintained by Savannah and Chatham County, and is additionally utilized by Bryan, Bulloch, Liberty, Glynn, Candler, and Emanuel County.

Executive Summary/Background:

The SUA II is normally a biannual agreement that all of the SEGARRN members take part in individually. It is the System Upgrade Agreement. The SUA II allows for upgrades to the tower based radio equipment infrastructure, including hardware, software, and security updates. Our 911 and Sheriff's Office Radio Dispatch Consoles are also covered in this SUA II agreement. By having this agreement in place and having the upgrades performed it allows our systems to stay up to date and maintainable.

The system maintenance agreement is normally an annual agreement that covers system preventative maintenance and infrastructure repair on the tower sites radio equipment along with the 911 and Sheriff's Office Radio Dispatch Consoles. Without this agreement in place a failure could end up with an extended public safety radio system outage that would cost more to correct after the fact.

In the past we have brought the agreements up separately, the maintenance agreement once a year and the SUA II once every two years. Bringing the agreements up separately is harder to keep up with, adds confusion when we bring two contracts before the board within months of each other, and adds cost by having two separate contracts. This year Motorola presented the option to synchronize both contracts to the same timeframe along with combining them into one agreement. By combining the agreements together on a two year cycle we can save over $11,000 in just the 1st year.

Alternatives for Commission to Consider:
1. Board approval of the Combined Services Agreement with Motorola Solutions.
2. Board approval of each Service Agreement individually with Motorola Solutions.
3. Do not approve the Service Agreements with Motorola Solutions.

Recommended Alternative:
Staff recommends Alternative number 1
Other Alternatives: N/A

Department Review: Information Technology / Emergency Management / 911 Services / Sheriff's Office

Funding Source:
Total: $ 496,014.57, to be paid in two annual installments of $237,146.23 for year 1 and $258,868.34 for year 2 of which can be funded by 911 Recovery Fees collected with the remaining funded by the General Fund. The first installment of $237,146.23 was budgeted this year. The future year will be requested in the 2025 budget.

Attachments:
1. Combined Service Agreement (Contract No: USC000003680)
2. SUA II Service Agreement (Contract No: USC000038588)
3. System Maintenance Service Agreement (Contract No: USC000003680)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000003680
Contract Modifier: R30-JAN-23 19:53:30

Date: 23-OCT-2023

Company Name:	Effingham County Board Of Commissioners
Attn.:	Chris Reed
Billing Address:	601 N Laurel St
City, State, Zip Code:	Springfield, GA 31329
Customer Contact:	Chris Reed
Phone:	912-754-8201

P.O.#:	N/A
Customer #:	1011662691
Bill to Tag#:	0001
Contract Start Date:	01-AUG-2023
Contract End Date:	31-JUL-2025
Payment Cycle:	ANNUALLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
YR1	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE (12 mts)	$13,107.61	157,291.43
YR1	SVC02SVC0001C	MICROWAVE SERVICES (12 mts)	$1,792.27	$21,507.34
YR1	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II (9 mts) Pro Rated to 9 Months	$64,483.05	$58,347.46
YR2	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE (12 mts)	$13,631.92	$163,583.08
YR2	SVC02SVC0001C	MICROWAVE SERVICES (12 mts)	$1,863.96	$22,367.63
YR2	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II (12 mts)	$6,576.46	$72,917.63

	Sub Total		$496,014.57
	Taxes	$0.00	$0.00
	Grand Total		$496,014.57

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Combined Service Agreement and SUA.
2 Year Combined Agreement
Year 1 Total: $237,146.23 – Billed 8/1/23 to 7/1/24
Year 2 Total: $258,868.34 – Billed 8/1/24 to 7/31/25

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

I have received Statements of Work which describes the cybersecurity services provided on this Agreement. Motorola's Service Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at http://www.motorolasolutions.com/cyber-renewals-integrations) by reference.

	Service Included in this Contract?	Service Opt-Out? *	Not Applicable (add reason code)
Security Update Service	☐	☐	#__3_____
Remote Security Update Service	☐	☐	#__3_____
Managed Detection and Response	☐	X☐	#_____

***Service Opt-out - I have received a briefing on this service and choose not to subscribe.**

If Selecting **"Not Applicable"**, please see below reason codes:

1 Infrastructure / Product / Release not supported

2 Tenant or user restrictions

3 Customer purchased/existing service(s)

Notation: *This section is to be completed by the CSM in conjunction with Customer during dialog*

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
GEOFFREY THAMES	+1 (478) 3612323	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Effingham County Board Of Commissioners
Contract Number	:	USC000003680
Contract Modifier	:	R30-JAN-23 19:53:30
Contract Start Date	:	01-AUG-2023
Contract End Date	:	31-JUL-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion**.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at **http://www.motorolasolutions.com/cyber-renewals-integrations** are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2038949
Contract Number: USC000038588
Contract Modifier: RN01-NOV-2023

Date:02/06/2023

Company Name:	EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Attn:	
Billing Address:	601 N LAUREL ST
City, State, Zip:	SPRINGFIELD , GA, 31329
Customer Contact:	
Phone:	

Required P.O. :
PO # :
Customer # :1011662691
Bill to Tag # :
Contract Start Date :01-Nov-2023
Contract End Date :31-Oct-2025
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$102,514.23
	SVC04SVC0016C	SUS	$26,658.72
	SVC01SVC0140A	REMOTE SUS	$7,270.56
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$6,491.08

Year 1 $70,016.96 Year 2 $72,917.63

Subtotal - Recurring Services	$11,911.22	$142,934.59
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$142,934.59

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Cyber Services / Opt-In Acknowledgement Section:

Note: *This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.*

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	#_____
Remote Security Update Service (RSUS)	☐	☐	#_____
Managed Detection and Response (MDR)	☐	☐	#_____

*** Service Opt-out - I have received a briefing on this service and choose not to subscribe.**

**** If Selecting "Not Applicable", please consider the following, and enter reason code:**

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

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MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name :	EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Contract Number :	USC000038588
Contract Modifier :	RN01-NOV-2023
Contract Start Date :	01-Nov-2023
Contract End Date :	31-Oct-2025

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

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13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

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During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

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17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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Revised Sept 03, 2022

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1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000003680
Contract Modifier: R30-JAN-23 19:53:30

Date: 13-FEB-2023

Company Name:	Effingham County Board Of Commissioners
Attn.:	Chris Reed
Billing Address:	601 N Laurel St
City, State, Zip Code:	Springfield, GA 31329
Customer Contact:	Chris Reed
Phone:	912-754-8201

P.O.#:	N/A
Customer #:	1011662691
Bill to Tag#:	0001
Contract Start Date:	01-AUG-2023
Contract End Date:	31-JUL-2024
Payment Cycle:	ANNUALLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	$946.77	$11,361.30
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$4,392.93	$52,715.22
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$391.45	$4,697.40
	SVC01SVC1103C	ASTRO NETWORK MONITORING	$799.74	$9,596.97
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$915.22	$10,982.66
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$5,660.71	$67,928.60
	SVC02SVC0001C	MICROWAVE SERVICES	$1,792.27	$21,507.34
		Sub Total	$14,1899.12	$178,789.49
		Taxes	$0.00	$0.00
		Grand Total	$14,899.12	$178,789.49

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Advanced Service Package Plus

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

I have received Statements of Work which describes the cybersecurity services provided on this Agreement. Motorola's Service Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at http://www.motorolasolutions.com/cyber-renewals-integrations) by reference.

	Service Included in this Contract?	Service Opt-Out? *	Not Applicable (add reason code)
Security Update Service	☐	☐	#__3_____
Remote Security Update Service	☐	☐	#__3_____
Managed Detection and Response	☐	X☐	#_____

***Service Opt-out - I have received a briefing on this service and choose not to subscribe.**

If Selecting **"Not Applicable"**, please see below reason codes:

1 Infrastructure / Product / Release not supported

2 Tenant or user restrictions

3 Customer purchased/existing service(s)

Notation: *This section is to be completed by the CSM in conjunction with Customer during dialog*

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
GEOFFREY THAMES	+1 (478) 3612323	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Effingham County Board Of Commissioners
Contract Number	:	USC000003680
Contract Modifier	:	R30-JAN-23 19:53:30
Contract Start Date	:	01-AUG-2023
Contract End Date	:	31-JUL-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion**.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at **http://www.motorolasolutions.com/cyber-renewals-integrations** are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Staff Report

Subject: Approval of Payment to GDOT for Project 0020095, SR 30/Kolic Helmey Roundabout
Author: Alison Bruton, Purchasing Agent
Department:
Meeting Date: November 7, 2023
Item Description: Payment to GDOT for Project 0020095, SR 30/Kolic Helmey Roundabout

Summary Recommendation: Staff recommends approval of the $30,000 payment to GDOT for Project 0020095, SR 30/Kolic Helmey Roundabout

Executive Summary/Background:

- Effingham County entered into an Agreement with Greenland Developers in July of 2022 regarding a new subdivision, Brunson Station, at Kolic Helmey and Miller Chapel Blvd. This agreement outlines the responsibilities of the County and Developer, including that the County would be the applicant to GDOT for the encroachment permit and will pay all fees associated with the permit.
- GDOT has submitted a letter in lieu of a Project Framework Agreement to the County because this project is locally funded (between the County and Developer). Because this is a non-federally funded project, we are required to follow the Departments Driveway Manual, Chapter 11 Large Encroachment Permit Process, and they are requiring a payment of $30,000 for PE oversight ($15,000 for each fiscal year the project will be active).
- Staff, along with the Developers and their Engineers, have review this information and all recommend approval.

Alternatives for Commission to Consider

1. Approval of $30,000 payment to GDOT for Project 0020095, SR 30/Kolic Helmey Roundabout for PE Oversight
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Staff
Funding Source: TSPLOST
Attachments:

1. GDOT Letter
2. Greenland Development Agreement

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 17, 2023

P.I. 0020095, Effingham
SR 30 at Kolic Helmey Road

Effingham County Administrator
Attn: Timothy Callanan
804 S Laurel St.
Springfield, GA 31329

Dear Mr. Callanan:

As the sponsor for the above referenced project, you are receiving this letter, in lieu of a Project Framework Agreement (PFA) since the Preliminary Engineering (PE) phase is 100 percent locally funded. The Office of Program Delivery has assigned a Project Manager to this project to be your primary point of contact. The assigned Project Manager, Kourtney Fassler, can be reached at (404) 973-6285 or Kfassler@dot.ga.gov.

With this being an on-system, non-federally funded project consisting of local funding, the expectations for delivery are to follow the Department's Driveway Manual, Chapter 11 Large Encroachment Permit Process, as long as this project remains entirely non-federally funded.

Table 1-A reflects the currently programmed funding commitments for this project. Table 1-B reflects the roles and responsibilities for right of way acquisition services, utility coordination and Letting.

Funding Sources and Distributions

Table 1-A

PHASE	AMOUNT	FUND SOURCE	PARTICIPANT
PE	$300,000.00	Local	Local
ROW	$50,000	Local	Local
CST	$2,500,000.00	Local	Local
UTL	$50,000.00	Local	Local

PE oversight by the Department will be required to be funded from the project sponsor for this project in the amount of $30,000.

The Right of Way (ROW), Construction (CST), and Utility (UTL) funding estimates provided in Table 1-A are for planning purposes only and do not constitute Georgia Department of Transportation funding commitments for the ROW, UTL and CST phases.

Roles and Responsibilities

Table 1-B

PROJECT ACTIVITY	RESPONSIBLE PARTY
Right of Way Acquisition Services	Local
Utility Coordination	Local
Letting	Local

Please send payment in the amount of $30,000 made out to the Georgia Department of Transportation as follows and include the P.I. No. 0020095 on the transaction:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

If you have any questions or comments, please contact your assigned Project Manager.

Sincerely,

Kimberly W. Nesbitt

Albert V. Shelby, III for
Director of Program Delivery

C.L.B. CSL

AVS:KWN:CLB:CSL:KCF

cc:
Honorable Ann Purcell, Transportation Board Member, Congressional District 1
Troy Pittman, District 5 Engineer
Katie Proctor, District 5 Planning and Programming
Angela Robinson, Office of Financial Management
Attn: Windy Bickers
General Files

STATE OF GEORGIA)
EFFINGHAM COUNTY)

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this 19th day of July, 2022, by and between Greenland Developers, Inc., a Georgia corporation, hereinafter referred to as the "Developer," and the Effingham County Board of Commissioners, hereinafter referred to as the "County," the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia.

RECITALS:

WHEREAS, Developer is the developer of the Helmey Tract hereinafter referred to as the "Project", a proposed subdivision consisting of approximately 340 residential homes; and

WHEREAS, the Developer desires certain commitments from the County, with regard to (i) transportation and access for the Project via Noel C Conaway Road (Ga Hwy 30) near the opposite side of Noel C. Conway Road from the intersection of Kolic Helmey (hereinafter referred to as the "Intersection"), (ii) the supply of reuse water service for the Project, and (iii) the supply of water and sanitary sewer service and disposal for the Project; and

WHEREAS the County finds that the provision of transportation service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest; and

WHEREAS the County finds that the provision of reuse water service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Reuse Water Distribution program and is in the public interest; and

WHEREAS the County finds that the provision of water and sewer service to the Project is

consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest.

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

WITNESSETH:

Section 1. Off-Site Traffic Improvements

A. The County has constructed or will construct transportation systems having sufficient capacity to provide transportation access to the Project.

B. Developer has retained and the County has approved EMC Engineering Services, Inc., a competent professional engineering firm registered in the State of Georgia (the "Design Engineer"), to design and observe the construction of such improvements as are necessary to construct the Intersection to the Project on-site roadway system within said Project, as shown on Exhibit 1, hereinafter referred to as the "Off-Site Traffic Improvements."

C. The County has determined, based on the submission of Developer's Project and the unrelated planned-Intersection improvements described below in subparagraph D, the Intersection needed to serve the Project is a multi-lane transportation Roundabout. The Developer and County agree that the Engineer(s) will design the Intersection to the desired size and the Developer will construct said intersection, with Engineer(s) oversight during construction, at the Developer's sole expense.

D. Prior to submission of Developer's Project, the County was in the planning phase of an improvement to the existing three-legged intersection of Hwy 30 and Kolic-Helmey Road. The Project now requires access to the Intersection, which requires expansion of the Intersection from

three (3) legs to four (4) legs. The County will underwrite the Intersection improvements prior to such expansion (in the amount of three (3) legs) , while the Developer will fund the additional cost to expand the Intersection to four (4) legs, subject to paragraphs H and I below; provided, however, that the County's contribution to the design cost shall not exceed Two Hundred Thousand and 00/100 Dollars ($200,000.00) and the County's contribution to the construction cost shall not exceed One Million Eight Hundred Thousand and 00/100 Dollars ($1,800,000.00) (collectively, the "Maximum Traffic Improvement Contribution"), as determined by estimates provided by the Developer's Engineer. These costs may be modified by revision of this Agreement should unknown issues arise during construction.

E. The Developer has constructed or will construct the Intersection having sufficient capacity to provide transportation access to the Project, as shown on Exhibit 1. The County shall ensure the availability of transportation access at the connection point. The Off-Site Traffic Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

F. The County will be the applicant to the Georgia Department of Transportation (GDOT) for an encroachment permit for construction of the Intersection. The Developer will prepare the application and associated submittal attachments and assist the County with the submittal to GDOT. The County will pay all fees associated with the permit.

G. Effingham County will be the applicant for all needed applications for any additional wetland impacts related to intersection improvements.

H. Effingham County shall be solely responsible for any right of way acquisitions needed to complete the project.

Section 2. Off-Site Water Sewer Improvements and Capacity

A. The County has constructed or will construct a water and sanitary sewer distribution system having sufficient capacity to provide potable water and sanitary sewer to the Project.

B. In addition to any obligations set forth in Section 7 or any other provisions under this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Project's intended use, to include without limitation, a capacity no less than 30 ERUs (as later defined) per month commencing on July 1, 2023, until a maximum number of 340 ERUs are utilized or as otherwise agreed to in writing by the parties.

C. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus to the on-site connection point for the Project in order to distribute water and sewer to and within the Project, as shown on the Preliminary Water and Sewer Plan attached hereto as Exhibit 1, and hereinafter referred to as the "Off-Site WS Improvements" and, together with the Off-Site Reuse Improvements and Off-Site Traffic Improvements, hereinafter collectively referred to as the "County Off-Site Improvements."

D. The Developer has constructed or will construct water and sewer systems having sufficient capacity to provide water and sewer to the Project, as shown on the Preliminary Water and Sewer Plan attached hereto as Exhibit 1. The County shall ensure the availability of water and sewer services at the connection point. The off-site improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

Section 3. Off-Site Reuse Water Improvements and Capacity

A. The County has constructed or will construct a reuse water system having sufficient capacity to provide reuse water to the Project.

B. In addition to any obligations set forth in Section 7 or any other provisions under this Agreement, the County shall ensure the availability of adequate reuse water service and capacity at the connection point for the Project's intended use to include without limitation, a capacity no less than 30 ERUs (as later defined) per month commencing on July 1, 2023, until a maximum number of 340 ERUs are utilized or as otherwise agreed to in writing by the parties.. The Off-Site Reuse Water Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

C. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County reuse water distribution system from the current terminus of reuse water distribution to the Project on-site connection point in order to distribute reuse water to and within the Project, as shown on the Preliminary Reuse Water Plan attached hereto as Exhibit 1, hereinafter referred to as the "Off-Site Reuse Water Improvements."

D. The Developer has constructed or will construct the Off-Site Reuse Water Improvements having sufficient capacity to provide sufficient reuse water to the Project, as shown on Exhibit 1. The County shall ensure the availability of reuse water at the connection point. The Off-Site Reuse Water Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

Section 4. Maximum County Contributions Adjustments and Payment

A. In the event of a "Significant Price Increase" in material cost occurring during the performance of the County Off-Site Improvements through no fault of the Developer, the Maximum County Contributions described above shall be equitably adjusted based on the percentage increase in costs with respect to such material(s). A change in price of an item of material will be considered a "Significant Price Increase" when the price of an item increases or decreases by greater than 20% percent between the dates of the estimates and performance. In order to receive an adjustment to one or more of the Maximum County Contributions, Developer shall share with the County, in writing, Developer's estimated costs for the relevant materials that it believes may be subject to potential escalation (the "Escalation List"). Prior to purchasing any of the listed materials, the Developer must provide the County with three (3) timely and credible proposals from suppliers as well as a third-party price index such as RS Means, Steel Market Update or the like to confirm the credibility of the proposals. If Developer suffers a Significant Price Increase that cannot be overcome through value engineering, substitutions or early purchasing/warehousing, then the parties agree to adjust the Maximum County Contributions by the increase in material costs indicated in the lowest proposal or price index amount presented to the County. These change orders shall not include overhead or profit mark-ups on the increases from the Developer or any of its materialmen, contractors or subcontractors. Failure to include a material in the initial Escalation List shall be considered a waiver of the right to seek escalation for such materials without the County's consent. If prices decrease from what was in the Developer's original cost, the County shall be entitled to a deduct.

B. Reimbursement for the design and construction costs associated with the County's portion of the Off-Site Improvements to the Developer shall be in the form of reimbursement of actual costs supported with invoice.

Section 5. Inspection, Construction and Dedication of Off-Site Improvements.

A. Developer shall provide for inspection of the County Off-Site Improvements by the Design Engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, roadway construction, traffic signage, piping, pump systems, structures, appurtenances, and other incidentals associated with road, reuse water, potable water and sanitary sewer infrastructure and improvements that serve the Project, and all related material and work (collectively, the "Infrastructure"), meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the County Off-Site Improvements signed by the Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, backfill and roadway compaction, water and sewer flow tests, asphalt/concrete testing, and other tests required by the County. All design, construction, inspection, and other costs incurred to construct the County Off-Site Improvements and connect same to the Project shall be borne by the Developer and reimbursed by the County as stated in Section 2 above. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the County Off-Site Improvements.

B. Upon completion of the construction of the County Off-Site Improvements, certification by the Design Engineer, provision of the "record" drawings, and compliance with any other requirements reasonably imposed by the County, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the County Off-Site

Improvements located within public easements or right-of-ways, up to but not including utilities, signs, and roadway. This dedication shall include all rights, title, and interest that the Developer has in the County Off-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

C. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain roadway and utilities that, are to be owned and maintained by the County. If the Developer fails to provide the recordable plat, the County shall not accept the County Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.

D. The County will be responsible for closure of the GDOT encroachment permit and dedication of the Intersection improvements within State Rights-of-way to GDOT.

Section 6. On-Site Improvements.

A. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County Off-Site Improvements from the County connection points to the Project and to distribute traffic, water, sanitary sewer and reuse water service to and within the Project, hereinafter collectively referred to as the "Project On-Site Improvements." The Developer shall select a competent contractor for the construction of the Project On-Site Improvements. The Developer shall notify the County of the selection and provide a copy of the contract amount. The County reserves the right to advise the Developer of any prior contractual arrangements between the contractor and County that resulted in default, litigation, and / or poor performance and request consideration of another contractor. The Project On-Site Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the Project On-Site Improvements are of sufficient capacity to serve the Project.

B. Developer shall provide for inspection of the Project On-Site Improvements by the Design Engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the Infrastructure and all related materials and workmanship meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Project On-Site Improvements signed by the Design Engineer and/or an independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests required by the County. All design, construction, inspection, and other costs incurred to construct the Project On-Site Improvements and connect to the County reuse water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Project On-Site Improvements.

C. Upon completion of the construction of the Project On-Site Improvements, certification by the Design Engineer, provision of the "record" drawings, and compliance with any other requirements reasonably imposed by the County pursuant to Section three (3) of this agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of the roads and traffic infrastructure that comprise On-Site Improvements and such water, sanitary sewer and reuse water portions of the Project On-Site Improvements as are located within public easements or right-of-ways, up to but not including individual metering points. This dedication shall include all rights, title, and interest that the Developer has in the Project On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance

thereof.

D. The plans and specifications for the Project On-Site Infrastructure shall be consistent with the County's design standards and ordinances, as well as applicable state and federal regulations at the time of plan approval by the County. The County Representative and the Developer shall coordinate the planning, design, and construction of the Project On-Site Infrastructure to generally adhere to the County's water and sewer master planning for the region.

Section 7. Connection Fees; Recurring Water and Sewer Service Fees.

The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Re-Use Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the Project (collectively, the "Connection Fees"). Such fees shall be levied on a nondiscriminatory, per ERU basis, as applicable, unless metered to account for actual use (*e.g.*, water meters). Such fees shall be paid prior to occupancy. For purposes of this Agreement, the term "ERU" shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family detached residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County; provided, however, that the determination of the number of ERUs for the individual users on the Property shall be made on the same basis as all other users within the County.

ewl

Section 8. Term; Renewal.

The initial term of this agreement shall be two (2) years, commencing on July 9, 2022 and ending on July 1, 2024.

Section 9. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County's transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Property.

Section 10. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 11. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 12. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 13. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 14. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any

court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 15. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 16. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners
804 S. Laurel Street
Springfield GA 31329

If to Developer: Greenland Developers, Inc.
Attn: Brett Bennett
1750 Hwy. 21 N.
Springfield, GA 31329

With a copy to: Bill Glass, Esq.
Weiner Shearouse Weitz Greenberg & Shawe, LLP
14 East State Street
Savannah, GA 31401

Section 17. Excusable Delay.

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "force majeure"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the County be held liable to the Developer for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer, then Developer shall be entitled to complete the County's construction obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County's construction obligations hereunder be entitled to a reimbursement for the cost of such completion otherwise payable under this Agreement.

Section 18. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 19. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County

has cause these presents to be executed by its proper officer under seal, affixed, this 19th day of July, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt
WESLEY M. CORBITT, CHAIRPERSON

Attest: S. Johnson
STEPHANIE D. JOHNSON, COUNTY CLERK

Sworn to and subscribed before me this
19th day of July, 2022.

WITNESS

Tasheena D. Shiggs
NOTARY PUBLIC

TASHEENA D SHIGGS
My Commission Expires
NOTARY PUBLIC
March 31, 2023
EFFINGHAM COUNTY, GEORGIA

[The balance of this page is intentionally blank.]

[Signatures continue on the following page.]

GREENLAND DEVELOPERS, INC.

By: _____
WILSON BURNS, PRESIDENT

Attest: _____
JON BURNS, SECRETARY

Sworn to and subscribed before me this
26 day of July, 2022.

_____
WITNESS

_____
NOTARY PUBLIC

Crystal Graham Higdon
Notary Public, Effingham County, Ga
My Commission Expires August 15, 2025

Staff Report

Subject: Approval of Proposal from Pond for the Design Services of the Goshen Road Widening Project
Author: Alison Bruton, Purchasing Agent
Department: Capital Projects
Meeting Date: November 7, 2023
Item Description: Proposal from Pond for the Design Services of the Goshen Road Widening Project

Summary Recommendation: Staff recommends Approval of the Proposal from Pond for the Design Services of the Goshen Road Widening Project

Executive Summary/Background:

- Pond recently competed the traffic analysis and conceptual design to evaluate Goshen Road to determine if a two-way left turn lane is a reasonable alternative based on existing conditions. Based on that analysis, staff requested a proposal from Pond for the full design.
- Pond submitted their proposal outlining five Tasks with a contingency included.
    - Task 1 – Base Data Coordination - $296,066.61
        - Deliverable – Survey Database
    - Task 2 – Preliminary Design - $299,949.12
        - Deliverable – Prelim plans, Cost estimate
    - Task 3 – Railroad Coordination - $32,757.78
    - Task 4 – ROW Plans - $89,123.40
    - Task 5 – 90% and Final Design - $168,105.94
        - Deliverable – 90% plans, Final plans, Cost estimate
- The total not to exceed total for this proposal is $985,999.85 (includes Task 6, which is a $100,000 miscellaneous services/contingency item).
- Staff has reviewed this proposal and along with Thomas and Hutton staff recommend approval.

Alternatives for Commission to Consider

1. Approval of Proposal from Pond for the Design Services of the Goshen Road Widening Project in the amount of $985,999.85
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Procurement, CIP Manager, T&H
Funding Source: TSPLOST
Attachments: Proposal from Pond

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405
T: 912.228.3611
www.pondco.com

October 23, 2023

Tim Callanan
County Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Re: **Effingham County – Professional Transportation Design Services Fee Proposal – Goshen Road Widening – Preliminary Design through Final Design**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

PROJECT UNDERSTANDING:
Traffic analysis and conceptual design services were completed for Effingham County to evaluate Goshen Road, from west of SR 21 to Hodgeville Road, specifically to determine if a two-way left turn lane (TWLTL) is a reasonable alternative based on existing conditions. As part of a previous task order/project, a conceptual layout and cost estimate was developed and presented to the county, upon which the county has decided to proceed with full engineering design. It is important to note that there are several additional programmed projects going on along this corridor. Close coordination will be required for these projects, including the Goshen Road at Hodgeville Road Roundabout, Effingham Pkwy from CR 156/Blue Jay Road/Effingham to SR 30/Chatham (PI #0006700), and Goshen Estates/LongLeaf Development. Upfront and ongoing coordination with the county and other consultants (Roberts Engineering, Atlas, and/or EMC Engineering) is critical to ensure seamless design and construction. Services to be completed under this project will include Preliminary Design through Final Design.

PROFESSIONAL SERVICES:
The work in this proposal will consist of developing preliminary through final construction plans. Pond, along with our subconsultants, will provide the design services necessary for completing the tasks as described herein for Effingham County.

Scope of Work

Task 1: Base Data Coordination

Task 1A. Survey – Survey services will be performed by a sub-consultant, Accura, and provided to Pond. The survey limits include approximately 3.53 miles along the centerline of Goshen Road, between Hodgeville Road and approximately 250' west of SR 21. The width of survey limits is approximately 100' along Goshen Road. Property research and resolution and property owner notification will also be performed as part of this task.

Task 1B. Subsurface Utility Engineering (SUE) Allowance – SUE QL-A (potholing) and/or SUE QL-B (GPR) services will be completed within project limits, as determined, and approved by Effingham County. It is assumed that the SUE services will not be completed in concurrence with the survey services.

Deliverables for Task 1:

- Survey Database

Task 2: Preliminary Design

Task 2A. Preliminary Design Plans – The Preliminary Plans deliverable will include roadway plans, roadway profile, driveway profiles, cross sections, utility plans, signing and marking plans, and erosion control plans. Pond will prepare the construction plans based on the topographic survey database (Task 1). The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Effingham County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using MicroStation V8i with InRoads or OpenRoads Connect (ORD) software. All turn lane improvements are based on queue lengths identified in the Traffic Engineering Report (previously submitted/approved), as well as GDOT minimum lengths.

Task 2B. Utility Plans and Coordination – As part of the First Submission Utility Request, Pond will prepare utility plans and submit to all provided utility owners for markups to determine existing facilities. We will incorporate the markups into the utility adjustment plans.

**The relocation of Effingham County Water facilities within project limits is assumed to be excluded from this project.*

Task 2C. Cost Estimate – Pond will prepare (1) detailed opinion of probable cost for the project. Pond will prepare a construction cost estimate and will provide R/W and easement areas for the county to cost. Utility costs will be by others.

Task 2D. Effingham County Review – Pond will submit the Preliminary Plans to Effingham County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans (during Task 4).

Task 2E. CSX and Norfolk Southern (NS) Railroad Coordination and Review – Pond will submit the Preliminary Plans to both CSX and NS for comment/approval. Submittals will conform with the Public Projects Manual and checklists required for each railroad entity. This task includes (1) meeting with each railroad entity to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans (during Task 4).

Deliverables for Task 2:

- Preliminary Plans
- Cost Estimate

Task 3: Railroad Coordination

Task 3A. Railroad Coordination – During the preliminary design process, we will coordinate with Norfolk Southern Railroad and Georgia Department of Transportation – Division of Intermodal regarding the railroad crossings. This will include the modified at-grade Norfolk Southern railroad crossing between Gordon B Hinkley Avenue and Barrington Circle, as well as the CSX railroad crossing just east of Golden Drive.

Pond will coordinate with both railroad entities at project startup to discuss the scope of the project and determine improvement required, including at-grade crossing modifications (expected for both crossings), as well as the installation of new crossing gates (expected for both crossings). The Signal Department handles the maintenance and installation/modification of warning devices, and will provide engineering, design, and cost estimates for the warning devices at the expense of Effingham County. As part of this process, Pond will provide them with the plans at specified milestones for review and approval. From past experiences, the railroad entities typically require a Preliminary Engineering (PE) Agreement to be in place prior to review. In the event additional fees are incurred from the railroad, these fees will be the responsibility of Effingham County.

Task 4: Right of Way Plans

Task 4A. Right of Way Plans – After Preliminary Plan approval, we will prepare Right-of- Way plans per GDOT design guidelines. The Right-of-Way plans will include all required permanent Right-of-Way takes and all construction easements. This assumes impacting (78) parcels, as currently shown in the conceptual layout.

Task 4B. Effingham County Review – Pond will submit the Right-of-Way Plans to Effingham County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate them into the plans as applicable.

Deliverables for Task 4:

- Right of Way Plans

Task 5: 90% and Final Design

Task 5A. 90% Design Plans – Based on all comments received from the Preliminary Plan submittal, we will further refine the plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into 90% Plans.

Task 5B. Utility Plans and Coordination – Pond will continue utility coordination efforts. Second Submission Utility Request will be coordinated with utility owners to finalize any utility conflicts and determine any proposed facility/utility relocations. All utility relocations will be designed by others and included in the utility coordination plans.

Task 5C. Cost Estimate – Pond will prepare (1) detailed opinion of probable cost/cost estimate for the project. Pond will prepare a construction cost estimate and will provide R/W and easement areas for the county to cost. Utility costs will be by others.

**The relocation of Effingham County Water facilities within project limits is assumed to be excluded from this project.*

Task 5D. Effingham County Review – Pond will submit 90% Plans to Effingham County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate them into the plans as applicable.
Task 5E. CSX and Norfolk Southern (NS) Railroad Coordination and Review – Pond will submit the 90% Plans to both CSX and NS for comment/approval. Submittals will conform with the Public Projects Manual and checklists required for each railroad entity. This task includes (1) meeting with each railroad entity to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans.

Deliverables for Task 5:

- 90% Plans
- Final Plans
- Cost Estimate

Task 6: Miscellaneous Services/Contingency

Task 6A. Miscellaneous Services/Contingency Services – This task will include miscellaneous funding to apply to any out of-scope items and/or risks encountered during design.

Schedule
Pond has estimated that *Task 1* through *Task 5* listed above can be completed within (18) months, following Notice to Proceed (NTP) from Effingham County and completion of survey services. Please note that this schedule timeframe is also dependent on subconsultant scheduling and agency review times, including Effingham County, Norfolk Southern, and CSX Railroad.

ASSUMPTIONS:
The design plans will be prepared as a locally funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Concept Design
- Traffic Analysis
- Traffic Data Collection
- Traffic Engineering Report
- Intersection Control Evaluation (ICE) Process
- Traffic Signal Plans
- ITS/Signal Communications Plans
- Lighting Plans
- Landscaping Plans
- Subsurface Utility Engineering (SUE) Services - Beyond Task 1
- GDOT Plan Development Process (PDP)

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405
T: 912.228.3611
www.pondco.com

- GDOT Concept Report
- Additional Meetings
- MS4 Analysis/Documentation
- Public Involvement
- Geotechnical Services
- Phasing of Construction and/or Design
- Hydraulic Investigation
- Detailed Field Surveys for Natural or Cultural Resources
- Environmental Services, Permitting or Consultation
- Right-of-Way Staking, Right of Way Acquisition Services/Assistance
- Post Design, Construction Administration, and Bidding Assistance Services
- Other Items Beyond Scope Listed in Task 1 through Task 6
- Railroad Preliminary Engineering Review or Other Associated Fees
- Structural Design and/or Analysis

PROFESSIONAL FEES:
Pond proposes to accomplish *Task 1* through *Task 6* for a Not-to-Exceed Lump Sum total of $985,999.85. The fee details are listed in the attached Man-Hour Estimate.

- *Task 1* – Base Data Coordination: $296,066.61
- *Task 2* – Preliminary Design: $299,949.12
- *Task 3* – Railroad Coordination: $32,757.78
- *Task 4* – Right of Way Plans: $89,123.40
- *Task 5* – 90% and Final Design: $168,102.94
- *Task 6* – Miscellaneous Services/Contingency: $100,000.00

These fees are based on the contracted unit rates, not to exceed total of $985,999.85.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you would like to discuss or modify the scope please contact me at FangmannR@pondco.com or Zach Puckett, who will serve as the Project Manager, at PuckettZ@pondco.com or via phone at (678) 336-7740.

Sincerely,

POND & COMPANY

Richard Fangmann, PE, PTOE
Vice-President

Cc: Zach Puckett, PE
Melissa Phillips

Attachments:
Man-Hour Estimates

Effingham County

Goshen Road Widening
Hodgeville Road to West of SR 21
Project Length 3.53 miles

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL
10/23/2023

		PHASE AMOUNTS
Phase 1 Base Data Coordination	$	296,066.61
Phase 2 Preliminary Design	$	299,949.12
Phase 3 Railroad Coordination	$	32,757.78
Phase 4 Right of Way Plans	$	89,123.40
Phase 5 90% and Final Design	$	168,102.94
Phase 6 Miscellaneous Services/Contingency	$	100,000.00
TOTAL DESIGN COST FOR ALL SEGMENTS	**$**	**985,999.85**

Effingham County

Phase 1 Summary

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 1

Base Data Coordination

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	2	$ 204.87	$ 409.74	
PROJECT MANAGER	58	$ 194.36	$ 11,272.88	
SENIOR ENGINEER	29	$ 162.84	$ 4,722.36	
MID LEVEL ENGINEER	33	$ 115.57	$ 3,813.81	
SENIOR LANDSCAPE AR	0	$ 162.84	$ -	
LANDSCAPE ARCHITEC	0	$ 131.33	$ -	
ADMINISTRATIVE	8	$ 68.29	$ 546.32	
TOTAL DIRECT LABOR	130	Manhours		**$ 20,765.11**

DIRECT COSTS (SPECIFY):			
ITEM	**UNIT COST**	**QUANTITY**	**TOTALS**
MILEAGE	$ 0.55	550	$ 302.50
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ 302.50**

SUBCONSULTANTS (LIST):			
SUB CONSULTANT			**TOTALS**
Survey Services			$ 184,073.00
SUE Allowance			$ 90,926.00
		Subconsultant Sub Total	$ 274,999.00
		COST AMOUNT FOR PHASE	**$ 296,066.61**

Effingham County

Phase 1 Detail

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 1

Base Data Coordination

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
Non-Drawing Tasks											
Project Management	Invoices, progress reports (assumed 6 month duration)(1 hr/each)		2	32					6	40	30.8%
External Coordination Meeting											
Internal Coordination Meeting				2	2	2			2	8	6.2%
Coordination with Sub	Coordination with surveyor; included reveiew of databased and field visit to confirm			6	3	3				12	9.2%
Drawing Tasks											
Review of Database				2	8	12				22	16.9%
Field Visit	Site visit to verify survey and utility information			16	16	16				48	36.9%

Effingham County

Phase 2 Summary

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 2

Preliminary Design

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	12	$ 204.87	$ 2,458.44	
PROJECT MANAGER	365	$ 194.36	$ 70,941.40	
SENIOR ENGINEER	540	$ 162.84	$ 87,933.60	
MID LEVEL ENGINEER	1187	$ 115.57	$ 137,181.59	
SENIOR LANDSCAPE AF	0	$ 162.84	$ -	
LANDSCAPE ARCHITEC	0	$ 131.33	$ -	
ADMINISTRATIVE	21	$ 68.29	$ 1,434.09	
TOTAL DIRECT LABOR	2125 Manhours			**$ 299,949.12**

DIRECT COSTS (SPECIFY):			
ITEM	**UNIT COST**	**QUANTITY**	**TOTALS**
MILEAGE	$ 0.55	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):			
SUB CONSULTANT			**TOTALS**
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 299,949.12**

Effingham County
Phase 2 Detail

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21
Phase 2
Preliminary Design

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
Non-Drawing Tasks											
Project Management	Invoices, progress reports (assumed 6 months duration)(1 hr/each)		12	246					6	264	12.4%
External Coordination Meeting	3 external meetings @ 1 hr per meeting (virtual)			3	3	3			3	12	0.6%
Internal Coordination Meeting	12 internal meetings @ 1 hr per meeting			18	18	18			12	66	3.1%
Quality Control (assumes Preliminary Plan Review)				8	40	18				66	3.1%
Drawing Tasks											
Horizontal Alignment				4	16	24				44	2.1%
Vertical Alignment				4	16	36				56	2.6%
Typical Sections				4	4	24				32	1.5%
Cover Sheet, Index, General Notes, etc.				4	8	24				36	1.7%
Quantities				4	16	40				60	2.8%
Plan View - Construction Plans				36	235	480				751	35.3%
Roadway Profiles				2	4	16				22	1.0%
Driveway Profiles				2	24	60				86	4.0%
~~Special Grading~~											
~~Staging Layout~~											
Drainage Layout/Profiles				2	24	80				106	5.0%
Cross Sections				2	24	80				106	5.0%
Utility Plans				2	16	40				58	2.7%
Utility Coordination	1st Submission			4	24	60				88	4.1%
Signing and Marking				8	24	60				92	4.3%
Erosion Control				4	24	80				108	5.1%
Cost Estimate				4	16	40				60	2.8%
~~Site Visit~~											
PFPR Meeting	Virtual			4	4	4				12	0.6%
TOTALS		0	12	365	540	1187	0	0	21	2125	100.0%

Effingham County

Phase 3 Summary

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 3

Railroad Coordination

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	0	$ 204.87	$ -	
PROJECT MANAGER	48	$ 194.36	$ 9,329.28	
SENIOR ENGINEER	80	$ 162.84	$ 13,027.20	
MID LEVEL ENGINEER	90	$ 115.57	$ 10,401.30	
SENIOR LANDSCAPE AF	0	$ 162.84	$ -	
LANDSCAPE ARCHITEC	0	$ 131.33	$ -	
ADMINISTRATIVE	0	$ 68.29	$ -	

TOTAL DIRECT LABOR	218 Manhours	**$**	**32,757.78**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.55	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 32,757.78**

Effingham County

Phase 3 Detail

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 3

Railroad Coordination

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
Non-Drawing Tasks											
Project Management											
External Coordination Meeting											
Internal Coordination Meeting											
Quality Control (assumes ROW Plan Review)											
Drawing Tasks											
Coordination with CSX Railroad				24	40	45				109	50.0%
Coordination with Norfolks Souther Railroad				24	40	45				109	50.0%

Effingham County

Phase 4 Summary

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 4

Right of Way Plans

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	12	$ 204.87	$ 2,458.44	
PROJECT MANAGER	101	$ 194.36	$ 19,630.36	
SENIOR ENGINEER	144	$ 162.84	$ 23,448.96	
MID LEVEL ENGINEER	373	$ 115.57	$ 43,107.61	
SENIOR LANDSCAPE AF	0	$ 162.84	$ -	
LANDSCAPE ARCHITEC	0	$ 131.33	$ -	
ADMINISTRATIVE	7	$ 68.29	$ 478.03	
TOTAL DIRECT LABOR	637 Manhours			**$ 89,123.40**

DIRECT COSTS (SPECIFY):			
ITEM	**UNIT COST**	**QUANTITY**	**TOTALS**
MILEAGE	$ 0.55	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):			
SUB CONSULTANT			**TOTALS**
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 89,123.40**

Effingham County

Phase 4 Detail

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 4

Right of Way Plans

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
Non-Drawing Tasks											
Project Management	Invoices, progress reports (assumed 2 month duration)(1 hr/each)		12	82					2	96	15.1%
External Coordination Meeting	1 external meetings @ 1 hr per meeting (virtual)			1	1	1			1	4	0.6%
Internal Coordination Meeting	4 internal meetings @ 1 hr per meeting			4	4	4			4	16	2.5%
Quality Control (assumes ROW Plan Review)				2	12	8				22	3.5%
Drawing Tasks											
Prepare ROW Shapes				4	40	120				164	25.7%
Prepare ROW Database				4	40	120				164	25.7%
Prepare ROW Plans				2	24	60				86	13.5%
Address ROW Plan Revisions				2	23	60				85	13.3%
TOTALS		0	12	101	144	373	0	0	7	637	100.0%

Effingham County

Phase 5 Summary

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 5

90% and Final Design

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	8	$ 204.87	$ 1,638.96	
PROJECT MANAGER	234	$ 194.36	$ 45,480.24	
SENIOR ENGINEER	263	$ 162.84	$ 42,826.92	
MID LEVEL ENGINEER	668	$ 115.57	$ 77,200.76	
SENIOR LANDSCAPE AF	0	$ 162.84	$ -	
LANDSCAPE ARCHITEC	0	$ 131.33	$ -	
ADMINISTRATIVE	14	$ 68.29	$ 956.06	
TOTAL DIRECT LABOR	1187 Manhours			**$ 168,102.94**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.55	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 168,102.94**

Effingham County
Phase 5 Detail

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21
Phase 5
90% and Final Design

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
Non-Drawing Tasks											
Project Management	Invoices, progress reports (assumed 4 month duration)(1 hr/each)		8	164					4	176	14.8%
External Coordination Meeting	2 external meetings @ 1 hr per meeting (virtual)			2	2	2			2	8	0.7%
Internal Coordination Meeting	8 internal meetings @ 1 hr per meeting			10	10	10			8	38	3.2%
Quality Control (assumes ROW Plan Review)				4	40	16				60	5.1%
Drawing Tasks											
Finalize/Revisions to the Following:											
Respond to Preliminary Comments				2	8	40				50	4.2%
Horizontal Alignment				2	6	16				24	2.0%
Vertical Alignment				2	6	16				24	2.0%
Typical Sections				2	2	16				20	1.7%
Cover Sheet, Index, General Notes, etc.				2	1	16				19	1.6%
Quantities				2	8	16				26	2.2%
Plan View - Construction Plans				8	45	120				173	14.6%
Roadway Profiles				2	4	8				14	1.2%
Driveway Profiles				2	11	40				53	4.5%
~~Special Grading~~											
~~Staging Layout~~											
Drainage Layout				2	12	40				54	4.5%
Cross Sections				2	8	40				50	4.2%
Utility Plans				2	5	40				47	4.0%
Utility Coordination	2nd Submission			4	16	40				60	5.1%
Signing and Marking				2	15	40				57	4.8%
Erosion Control				2	16	60				78	6.6%
~~Fastest Path Analysis~~											
~~Turning Movement Template~~											
Cost Estimate				2	6	24				32	2.7%
FFPR Meeting	Virtual			4	4	4				12	1.0%
Final Plans Comments	Responses for Final Plan Comments			2	4	24				30	2.5%
Addresss FFPR Plans Comments				4	24	24				52	4.4%
Submit Corrected FFPR Plans/Bid Plans				2	4	8				14	1.2%
Prepare Bid Cost Estimate				2	6	8				16	1.3%
TOTALS		0	8	234	263	668	0	0	14	1187	100.0%

Effingham County

Phase 6 Summary

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 6

Miscellaneous Services/Contingency

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	0	$ 204.87	$ -	
PROJECT MANAGER	0	$ 194.36	$ -	
SENIOR ENGINEER	0	$ 162.84	$ -	
MID LEVEL ENGINEER	0	$ 115.57	$ -	
SENIOR LANDSCAPE AF	0	$ 162.84	$ -	
LANDSCAPE ARCHITEC	0	$ 131.33	$ -	
ADMINISTRATIVE	0	$ 68.29	$ -	
TOTAL DIRECT LABOR	0 Manhours			$ 100,000.00

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.55	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 100,000.00**

Effingham County

Phase 6 Detail

PROJECT: Goshen Road Widening Hodgeville Road to West of SR 21

Phase 6

Miscellaneous Services/Contingency

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
Non-Drawing Tasks											
Project Management											
External Coordination Meeting											
Internal Coordination Meeting											
Drawing Tasks											
<----											
TOTALS		0	0	0	0	0	0	0	0	0	0.0%

Staff Report

Subject: Approval of Proposal from Pond for the Phase II Design of the Clarence E. Morgan Complex
Author: Alison Bruton, Purchasing Agent
Department: Recreation/Parks
Meeting Date: November 7, 2023
Item Description: Proposal from Pond for the Phase II Design of the Clarence E. Morgan Complex

Summary Recommendation: Staff recommends Approval of a Proposal from Pond for the Phase II Design of the Clarence E. Morgan Complex

Executive Summary/Background:

- Staff published an RFP to the IDC group requesting proposals for the CEM Phase II Design based on information from the Park and Recreation Masterplan (MP). The purpose of the RFP was for the development of 50% construction documents (CDs) for most of the improvements from the MP order to develop more refined opinions of probable construction cost. We will then negotiate pricing with the vendor to complete the design.
- Two proposals were received:
    - Pond and Company - $252,516.00
    - CHA Consulting - $317,000.00
- Staff reviewed both proposals along with T&H Staff. The recommendation is to accept the Pond & Company proposal. This has been discussed with the Recreation Board as well.

Alternatives for Commission to Consider

1. Approval of the Proposal from Pond for the Phase II Design of the Clarence E. Morgan Complex in the amount of $252,516.00
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, CIP, T&H, Purchasing
Funding Source: SPLOST
Attachments: Proposal from Pond

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

T: 912.228.3611
www.pondco.com

October 5, 2023

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

RE: Clarence E. Morgan Complex – Phase II Design | Project ID: 23-IDC RFP-041

Dear Ms. Bruton,

Pond is delighted to present this proposal for the design of Phase II of the Clarence E. Morgan Complex in Effingham County. Our team, comprised of landscape architects, planners, engineers, and architects, is enthusiastic about contributing our expertise to this park project. We are dedicated to fulfilling the requirements outlined in the request for proposal, and in the following sections, we provide a more detailed explanation of our approach to completing the project.

We understand that the Effingham County Board of Commissioners is in search of a qualified firm to offer professional services, which include surveying, civil engineering, landscape architecture, architecture, mechanical, plumbing, and electrical engineering, as well as environmental/wetland services when required. These services are needed for the preparation of schematic and design development documents, aiming for 50% completion for Phase II of Clarence Morgan Park. These documents will be instrumental in refining the estimated construction costs and aligning the final construction drawings, program, and design scope with the County's construction budget. Pond is fully equipped and capable of delivering these services to the County. Brad Jones will be your primary contact and Project Manager. He will be supported by our team of landscape architects, engineers, and architects who will carry out the necessary tasks for the project. In addition, our sub-consultant, TR Long Engineering, PC, will provide topographic surveying and utility locates.

Our team possesses a wealth of experience in park planning and design. We have worked on various projects, ranging from individual park sites to extensive park systems, and have designed parks of all sizes, from small pocket parks spanning a few thousand square feet to vast state parks comprising thousands of acres. We are well-versed in design and attuned to the specific needs of local city and county park systems. Notably, we recently completed Effingham County's Parks and Recreation Master Plan, which included this updated master plan for the CEM Complex, and we are currently providing design services for Atlas Park and Baker Park. Furthermore, our team has also offered planning and park design services to several cities, including Alpharetta, Doraville, Sandy Springs, Johns Creek, Smyrna, Winder, Tyrone, Dunwoody, Hampton, Clarkston, and Jacksonville, FL, as well as Gwinnett, Cobb, Glynn, Forsyth, and DeKalb Counties. We bring the knowledge and expertise gained from these projects to Effingham County, ensuring that the Clarence E. Morgan Recreation Complex not only meets but surpasses the County's goals and expectations.

We thank you for your consideration of this proposal and look forward to the opportunity to partner with Effingham County on this and future Parks and Recreation projects.

Sincerely,

Pond & Company

Brad Jones, PLA, ASLA
Senior Project Manager

Matthew Wilder, PLA, ASLA
Vice President

Melissa Phillips
Associate | Client Manager

Attachment 'A' – PROPOSAL COSTS

Proposed Schedule

We will provide our services as expeditiously as practicable, commencing within 10 business days of Notice to Proceed, with the goal of meeting the following schedule:

Assuming NTP by November 10, 2023:
(Date ranges are inclusive of Holidays and Client Review periods.)
154 – Total Calendar Days

Survey: 6 Weeks – December 22 (42 days)
Environmental Delineation: 3 Weeks – November 30 (concurrent with survey)
25% Schematic Drawings/Design Development: 8 Weeks from Survey Deliverable – February 16, 2024 (56 days)
50% Drawings: 8 Weeks (includes County review time) – April 12, 2024 (56 days)

Project Approach / Work Plan

The project consists of the development of 43 acres +/- of the Clarence E. Morgan Complex land parcel located at 1750 GA SR 21, Springfield, Georgia 31329. The project consists of developing 50 percent level construction documents for improvements as proposed in Effingham County's Park and Recreation Master Plan prepared by Pond. The design program will address the elements described on p. 11 - 13 of the RFP. Pond (The Consultant) will be responsible for the coordination of the site survey, wetland delineation and determination, 50% design documents, updated Site Plan color rendering and cost estimating services.

Plans and deliverables will be developed according to the requests made on pages 13-16 of the RFP as follows:

Task #1 – Project Kick-off / Project Management

- The Consultant will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Previously provided GIS data, maps, Phase 1 plans, Geotech report, and surveys related to the park will be utilized for preliminary review.
- During this meeting we will review the scope and timeline to ensure all parties are in alignment with expectations.
- Following the kick-off meeting Pond staff will visit the site to observe existing conditions as relates to the scope of work for park additions. Parks staff are encouraged to join the Consultant in this observation to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.
- Provide weekly client updates, invoicing, sub-consultant coordination, designer oversight and day-to-day project management.

Task #2 – Site Survey

The Consultant will:

- Prepare an existing conditions survey with easements, right of way, existing features, topography, tree lines, and above and below ground utilities of the 43 acre +/- project area. Survey of individual trees and topographic information more than 20 feet inside existing wetlands are excluded. Boundary survey as provided by the County with this RFP will be utilized for verifying property lines.
- Locate utilities in the undeveloped property to include water sanitary sewer, power, communications, gas, and the like. A utility locate will be called into the Utility Locate Service. SUE is not included.
- As-built information as provided by the County will be utilized in indicating utilities in the developed portion of the property.
- Locate storm water system features and structures.
- The deliverables shall be AutoCAD (.DWG) file format. The. dtm and .alg files will be provided as requested.

Task #3 – Environmental/Wetland Determination

- *Water Resources Delineation:* The Consultant will complete an on-site identification of potential waters of the United States (WOTUS) that may be subject to Section 404 of the Clean Water Act (CWA) regulation. The on-site delineation of WOTUS will be conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). Delineated resources will be flagged in the field and mapped using a survey grade GPS unit capable of sub-meter accuracy. Representative data for jurisdictional WOTUS will be captured using the USACE Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region. A general pedestrian survey of the potentially suitable protected species habitat will be conducted to ascertain the probability of occurrence of threatened and endangered species on the site. Additionally, The Consultant will determine the presence of 25-foot buffers along State Waters pursuant to the Georgia Erosion and Sedimentation Act and 50-foot marsh buffers pursuant to the Georgia Marshlands Protection Act. Field collected GPS data of waters, wetlands, and buffers will be processed and added to GIS mapping for the project site. Following the completion of the on-site water resources delineation, findings will be summarized in an Environmental Survey Report.

- *USACE Determination:* Following client review of the Environmental Survey Report, an Approved Jurisdictional Determination Request (AJD) package will be prepared and submitted to the USACE Savannah District for review and concurrence of delineated resources. The AJD will identify the limits of those waters on the project site determined to be jurisdictional under the CWA and provide written confirmation that the jurisdictional determination is correct and can be relied upon to withstand legal challenge for a period of five (5) years. An Aquatic Resource Delineation Review (ARDR) may be prepared as an alternative to the AJD if the jurisdictional status of water resources does not require challenging as non-jurisdictional. Coordination will be completed with the client ahead of initiating the USACE determination deliverable to confirm the recommended approach. The request will include the following forms:

    - SAS Appendix 1: Request for Corps of Engineers Jurisdictional Determination (JD) and/or Delineation Review
    - Approved Jurisdictional Determination Form
    - GIS Mapping of Waters within the Review Area
    - USACE Wetland Determination Data Forms
    - Supplemental Figures and Data (Soils, USGS, FEMA, NHD/NWI)
    - One (1) AJD Site Visit with USACE Representative

Deliverables:

- Environmental Survey Report: includes a review of environmental permitting constraints and potential compensatory mitigation requirements to develop the park as proposed.
- GIS Mapping of delineated resources.
- USACE Wetland Determination data forms, and photographs.

Task #4 – Schematic Design

The Consultant will:

- Prepare drawings equivalent to 25% design, utilizing the prepared survey for the site. The Consultant will prepare a Schematic site plan indicating the various program elements for Client review and approval.
- Incorporate any Client comments into a revised plan and present the final layout for acceptance prior to finalizing the 25% Schematic/Design Development drawings.
- Finalize the 25% Design development drawings, submit for Client review and address one round of comments prior to proceeding to 50% design drawings.
- Coordinate with Utilities, such as City of Springfield Water and Sewer and Georgia Power for service needs at the site, and with Musco lighting or other potential suppliers for proprietary equipment in developing the Opinion of probable construction cost.
- Undertake permitting due diligence with the City of Springfield/Georgia Soil and Water Conservation Commission, including review of applicable codes.

- Utilizing the previous geotechnical report for Phase 1 provided by the Client as basis of design, the Consultant will prepare 25% design based on findings from that study. Specific geotechnical information for Phase 2 will be developed after the completion of 50% drawings and design criteria updated prior to bid.
- A 2D Color site plan rendering will be provided indicating the extent of Phase 2 park development for County use and publication. (Optional 3D view rendering pricing is provided in the fee schedule).

Plans shall include but not be limited to:

- Cover Sheet
- Survey Sheet
- General Notes
- Schematic Site Plans will locate all proposed park features including footprints of facilities and buildings, pathways, roads, parking, utility needs, emergency access, stormwater management facilities, and site lighting.
- Schematic Grading Plans
- Schematic building floor plans and elevations
- List of anticipated HVAC, electrical, and plumbing systems needs
- Preliminary Construction Details – standard details, as well as a list of custom details anticipated.

Deliverables:

- 25% at a max 1" = 40 ft scale and 30x42 size in PDF digital format for Client review and comments.
- (1) One Rendered site plan to scale (PDF format).

Task #5 – 50% Level Construction Documents

The Consultant will advance the design based upon Client decisions in the Schematic Design Phase, adding more detail and resolution to the plans. During development of the 50% level design drawings the Consultant will work with the Client in developing bid alternates or phasing options to meet the Client's expected budget. The Consultant will meet with the Client to review the drawings and cost estimate to develop options for alternates and phases, and to identify tasks required to progress to 100% construction documents and permitting. 50% drawings will address all of the proposed improvements and additions at CEM, where placement, size, materials, and other key elements of design have been identified for the purposes of producing a viable cost estimate and phasing plan. All details, calculations, and criteria will be completed in the future 100% construction documents phase, in order to meet permit review and approval requirements.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheet(s)
- Overall site plan showing improvements
- Enlarged Site plans at a max 1" = 40 ft scale, 30x42 drawings
- Demolition and staging plans
- Grading plans and drainage profiles
- Utility plans and sewer profiles
- Site electrical plans
- Landscape plans and details
- Construction details
- Architectural + Mechanical/Electrical/Plumbing/Structural drawings of concession/restroom structures
- Pre-fab structure (shelters/maintenance) cut sheets and product selections for pricing
- List of anticipated technical specifications

Deliverables

- 50% drawings at a max 1" = 40 ft scale and 30x42 size in PDF digital format for Client review and comments.
- 50% Opinion of Probable Cost.

List of Sub-consultants

The following sub-consultants will be used to provide necessary data related to the completion of the project.

Subconsultant/Firm Name: TR LONG ENGINEERING, P.C.
Address: 1000 Towne Center Boulevard, Suite 304; Pooler, Georgia 31322
Phone: 912.335.1046
Description of Work/Services to be Performed:

- Topographic Survey
- Utility Locates

Subcontracted Amount: $40,095

Notice-to-Proceed

No work on this project shall be performed until a contract has been executed and a Notice-to-Proceed letter has been issued.

Exclusions and Assumptions

1. Services not specifically included in the proposal, or material changes requested after professional services have commenced and/or been approved by the Client team, will be considered additional / out of scope services, and will be approved via a contract change order prior to commencement of the additional work.
2. It is assumed the Client will provide necessary access to the property.
3. Environmental design/coordination services associated with contaminated soil/groundwater, asbestos, lead based paint, endangered species survey, etc. are not included.
4. USACE has communicated that standard review periods for submittals can no longer be met due to reduced staffing and workload. The Consultant will coordinate closely with the projects USACE project manager to ensure the USACE determination is processed as quickly as possible.
5. This scope and fee include a desktop cultural and historic resources review. Phase I Cultural resources survey is not included.
6. A Phase I/II Environmental Site Assessment is not included in this scope.
7. Geotechnical Services are not included (Phase 1 Geotech reports will be used for 50% Design).
8. It is assumed all environmental field survey efforts can be completed in one mobilization and project limits are as indicated in the RFP.
9. While the Consultant will deliver a value-conscious design and seek Client's preference on phasing, bid alternates, and significant cost-related decisions when options are presented, a detailed value-engineering analysis is not included.
10. While our team will work to reveal all existing conditions that affect the design and construction of the project, all projects may reveal unforeseen conditions during construction. The Consultant cannot be held responsible for unforeseen conditions that were not detected at the time of design.
11. Any estimates as to costs are based on industry experience and the Consultant is not responsible for changes in market conditions that affect construction, material, labor, or maintenance costs. While the Consultant will provide guidance for calculating escalation of costs at future dates, The Consultant will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
12. The following tasks are excluded per the RFP:
    a. Development of 100% issued for construction documents and specifications.
    b. Permitting
    c. Bidding and Negotiation Assistance
    d. Construction Observation and Project Closeout services

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

T: 912.228.3611
www.pondco.com

Fee

The Consultant proposes a lump sum fee of **$252,516** to complete the scope of work as described herein. A detailed breakdown of the tasks and manhours to accomplish each task can be seen in Attachment A, the proposal cost matrix. Additionally, we can provide a 3D rendering on a unit cost basis of **$8,720** as required.

We thank you for your consideration of this proposal and look forward to the opportunity to partner with Effingham County on this and future Parks and Recreation projects.

Sincerely,

Pond & Company

Brad Jones, PLA, ASLA
Senior Project Manager

Matthew Wilder, PLA, ASLA
Vice President

Melissa Phillips
Associate | Client Manager

Attachment 'A' – PROPOSAL COSTS

Attachment 'A' - Proposal cost manhours

PIC	Proj Mgr	Sr Civil	Jr Civil	Jr Landscape	Architect	Arch Intern	Sr ST Eng	Jr ST Eng	Sr MEP Eng	Jr MEP Eng	Env Engineer	Cost Est	RLS	Survey Crew	CADD op	Hours and Cost Totals	Effingham County Clarence Morgan Compl
$	$ 210.00	$ 200.00	$ 130.00	$ 131.33	$ 200.00	$ 110.31	$ 210.00	$ 135.00	$ 210.00	$ 130.00	$ 183.86	$ 141.83	$ 137.50	$ 110.00	$ 93.50		STANDARD BILLING RATES
																Hrs.	Task 1 - Kick Off/Project Management
	2															2	Kick off prep
	9	9		9	1											28	Travel Time for Kick Off
	1	1		1	1											4	Kick off Meeting
	2	2		2	2											8	Site Visit
	119															119	PM - entire project
0	133	12	0	12	4	0	0	0	0	0	0	0	0	0	0	161	HOURS SUBTOTAL
$ -	$ 27,930.00	$ 2,400.00	$ -	$ 1,575.96	$ 800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,706	COST SUBTOTAL
																Hrs.	Task 2 - Site Survey - LT Long Sub
													80	120	170	370	Field Survey/Util Locate
0	0	0	0	0	0	0	0	0	0	0	0	0	80	120	170	370	HOURS SUBTOTAL
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,000.00	$ 13,200.00	$ 15,895.00	$ 40,095	COST SUBTOTAL
																Hrs.	Task 3 - Wetland Determination
											9					9	Travel Time
											16					16	Delineation on Site
											8					8	GIS Mapping
											12					12	Report
											40					40	USACE Determination Documentation
0	0	0	0	0	0	0	0	0	0	0	85	0	0	0	0	85	HOURS SUBTOTAL
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,628.10	$ -	$ -	$ -	$ -	$ 15,628	COST SUBTOTAL
																Hrs.	Task 4 - 25% Schematic Design/Design Development
				30												30	Schematic Site Plan/Master Plan Verification
		4		4	4		4		4							20	Internal Coordination Meetings
		2		2	2											6	Utility/Supplier Coordination
				4		2										6	Permitting due diligence with City
		1					2									3	Geotech report review
				4												4	Cover Sheet
				4												4	Survey base
				4												4	General notes
		4	16	16												36	Site Plan
		4	24													28	Grading Plan
		2	8	8												18	Construction details
					16	40	8	30	8	30						132	Architectural/MEPS
2	16															18	TQC
	4			4	4											12	Client Review
				40												40	Rendering
2	20	17	48	120	26	42	14	30	12	30	0	0	0	0	0	361	HOURS SUBTOTAL
$ 500.00	$ 4,200.00	$ 3,400.00	$ 6,240.00	$ 15,759.60	$ 5,200.00	$ 4,633.02	$ 2,940.00	$ 4,050.00	$ 2,520.00	$ 3,900.00	$ -	$ -	$ -	$ -	$ -	$ 53,343	COST SUBTOTAL
																Hrs.	Task 5 - 50% Schematic Design/Design Development
				4	2											6	Pre-Fab Coord
				2												2	Cover Sheet
				2												2	General Notes
				8												8	Overall Site
		4	8	16												28	Site Plan Enlargements
				8												8	Demolition Plans
		8	24													32	Grading Plans + Profiles
		8	24													32	Utility Plans + Profiles
									6	20						26	Site Electrical
		20	40													60	Stormwater Management review
				30												30	Landscape
			4	8												12	Details
					12	80	20	60	20	60						252	Architectural/MEPS
				8												8	Specs
												60				60	Cost Estimating
	18	18		18	3											57	Travel Time to Client X 2
	4	4		4	4											16	Client Review Meeting X 2
	8	4	8	16	8	16										60	Phasing and Alternate Development
8	16															24	TQC
8	46	66	108	124	29	96	20	60	26	80	0	60	0	0	0	723	HOURS SUBTOTAL
$ 2,000.00	$ 9,660.00	$ 13,200.00	$ 14,040.00	$ 16,284.92	$ 5,800.00	$ 10,589.76	$ 4,200.00	$ 8,100.00	$ 5,460.00	$ 10,400.00	$ -	$ 8,509.80	$ -	$ -	$ -	$ 108,244	COST SUBTOTAL
																Hrs.	OPTIONAL 3D RENDERING (UNIT COST)
	4			60												64	Rendering
0	4	0	0	60	0	0	0	0	0	0	0	0	0	0	0	64	HOURS SUBTOTAL
$ -	$ 840.00	$ -	$ -	$ 7,879.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,720	COST SUBTOTAL (NOT INCLUDED IN TOTAL)
10	199	95	156	256	59	138	34	90	38	110	85	60	80	120	170	1700	TOTAL HOURS TASK 1.0-6.0
$ 2,500.00	$ 41,790.00	$ 19,000.00	$ 20,280.00	$ 33,620.48	$ 11,800.00	$ 15,222.78	$ 7,140.00	$ 12,150.00	$ 7,980.00	$ 14,300.00	$ 15,628.10	$ 8,509.80	$ 11,000.00	$ 13,200.00	$ 15,895.00	$ 250,016	TOTAL COST TASK 1.0-6.0
1%	12%	6%	9%	15%	3%	8%	2%	5%	2%	6%	5%	4%	5%	7%	10%	78%	PERCENT OF TOTAL HOURS
1%	17%	8%	8%	13%	5%	6%	3%	5%	3%	6%	6%	3%	4%	5%	6%	84%	PERCENT OF TOTAL COST
																$ 2,500.00	EXPENSES / ODCs
																$ 252,516	PROJECT TOTAL

Staff Report

Subject: Approval of GDOT Funding Request for Project 0006700, Effingham Parkway
Author: Alison Bruton, Purchasing Agent
Department: CIP
Meeting Date: November 7, 2023
Item Description: GDOT Funding Request for Project 0006700, Effingham Parkway

Summary Recommendation: Staff recommends approval of the GDOT Funding Request for Project 0006700, Effingham Parkway, in the amount of $78,501.12

Executive Summary/Background:

- Effingham County received a letter from GDOT requesting additional funding for the Effingham Parkway project. It appears that a pay item was left out of the plan and contract quantities for the construction. Because GDOT agreed to fund the project with $38,245,284.05 in construction funds, additional expenses are the responsibility of the County.
- The item description is as follows:

Pay Item	Description	Quantity	Price	Unit
004-0022	EXTRA WORK- NOPC-1 (Loss of Production due to 5- Barrel Box Culvert Redesign)	1	$78,501.12	LS

- Staff has reviewed the request and recommends approval.

Alternatives for Commission to Consider

1. Approval of GDOT Funding Request for Project 0006700, Effingham Parkway, in the amount of $78,501.12
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, CIP
Funding Source: SPLOST
Attachments: Funding Request and documentation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 13, 2023

CSMSL-0006-00(700)
P.I. 0006700, Effingham County
Effingham Parkway from CR 156 / Blue Jay / Effingham to SR 30 / Chatham

Tim Callanan, Effingham County Administrator
City of Springfield, Effingham County
601 North Laurel Street
Springfield, GA 31329

RE: Additional Funding Request

Dear Mr. Callanan:

The above referenced project was Let May 2021 and awarded July 9, 2021. As project Sponsor, this letter requests Effingham County provide additional funding for the project. GDOT has been made aware that a pay item was left out of the plan and contract quantities. It was agreed upon that the Georgia Department of Transportation (GDOT) would fund the project with $38,245,284.05 in construction funds, with the remaining construction funding coming from Effingham County. The pay item not covered in the original plan quantities and construction contract is listed below. The Department requests that Effingham County provide additional funds in the amount of $78,501.12 to cover the cost and resolve the Notice of Potential Claim (NOPC-1).

Pay Item	Description	Quantity	Price	Unit
004-0022	EXTRA WORK- NOPC-1 (Loss of Production due to 5- Barrel Box Culvert Redesign)	1	$78,501.12	LS

Please forward a check to this Office, made payable to the Georgia Department of Transportation in the amount of $78,501.12.

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 1210000248
Account # 29794840000000007

If you have any further questions or if any additional information is needed, please contact the Project Manager, Cassius O. Edwards at (912) 530-4370 or email at cedwards@dot.ga.gov.

Sincerely,

Albert Shelby

Albert Shelby, III
Director of Program Delivery

KWN C.L.B. CSL

AVS:KWN:CLB:CSL:COE

cc: Angela Robinson, Financial Management Manager
Kimberly W. Nesbitt, State Program Delivery Administrator
Chandria L. Brown, Assistant State Program Delivery Engineer
Christy Lovett, District 5/4E Program Manager
Cassius O. Edwards, Project Manager

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

March 21, 2023

Chris McDonald, Project Manager
Balfour Beatty Infrastructure Inc.
6018 HWY 21 South
Rincon, Georgia 31326

RE: 0006700, Chatham/Effingham Counties
CID# B3CBA2101501-0
Use on Construction Revisions 5 and 6
Letter # 23-147

Dear Mr. McDonald,

The Department has updated project plans for the above mentioned project. Revision #5 SR 30/Benton Blvd. revised the roundabout lighting. These revisions involved the 01, 02, 03, 06, 08, 13, 24, and 25 series drawings. Revision #6 5-Barrel Culvert revised the by lowering and updating the culvert. These revisions involved the 01, 03, 06, 08, 13, 22, 50, 51, 53, 54, and 55 plan series drawings.

Please update plans accordingly. These are "Use on Construction" revisions to the project and should supersede any older plans sheets. A copy of the "Use on Construction" plans are attached for your records.

If you have any questions or need additional information, please contact the Statesboro Area Office by phone at (912)-871-1103 or mail at 17213 Hwy 301 N. Statesboro, Ga 30458.

Sincerely,

FOR:
Dustin Branum
Area Manager

DLB:KSW:pzm
Attachments

c: Bryan G. Czech, E.I.T, District Construction Engineer
Myra Deen, Assistant District Construction Engineer
Kevin Weitman, Assistant Area Manager-Construction
Phillip Mydell, Construction Project Specialist II
Area 4 Project Files
ProjectWise

Balfour Beatty

Effingham Parkway
6018 GA HWY 21 S
Rincon, GA 31326

Letter No. 1024-080-036
VIA E-mail: pmydell@dot.ga.gov

March 06, 2023

Georgia Department of Transportation
ATTN: Dustin Branum
17213 US Highway 301
Statesboro, GA 30458

Reference: B3CBA2101501-0 PI# 0006700, Chatham & Effingham Counties
Effingham Parkway from SR30 to Blue Jay Road

Subject: Notice of Potential Claim-001

Mr. Branum,

On March 6, 2023, the Department directed Balfour Beatty to cease all work activities needed to perform the installation of the 8X4 5 Barrell culvert at STA 247+76 due to concerns related to existing water flow direction as well as incorrect invert elevations on said culvert. As of the morning of March 6th, the department has been reviewing the effects in hydrology due to incorrect information in the projects plan sheets.

Attached to this document is a letter from Williams Contracting Company notifying Balfour Beatty of this delay. This delay not only impacts Williams Contracting Company but also Balfour Beatty in regards to direct daily cost, equipment, overhead, per-diem, burden, and schedule.

Pursuant to Standard Specification 105.13.B.9. Notice of Potential Claim, please accept this letter as a notice of potential claim for additional compensation and delays to the project.

Should you have any questions or require any additional information regarding this matter – do not hesitate to contact our offices.

Sincerely,
Balfour Beatty Infrastructure, Inc.

Chris McDonald
Project Manager

Attachments A: Letter- Williams Contracting Company
cc: 1024-080 GDOT Correspondence "Out"

WILLIAMS CONTRACTING COMPANY, LLC
1815 SATELLITE BOULEVARD, SUITE 105
DULUTH, GEORGIA 30097

March 7, 2023

Mr. Brandon Bloomfield
Superintendent
Balfour Beatty US Civil
6018 Highway 21 South
Rincon, Georgia 31326

Re: PI 0006700- 1024-SC-023 – Effingham Parkway
Williams Contracting Co., LLC

Dear Mr. Bloomfield,

Williams Contracting Co., LLC has been unable to work on this project since Friday, March 3, 2023, due to the design/plan issue on the 5-barrel 8'x4' concrete box culvert. As of COB today, we are still awaiting a decision to move forward on the construction of this culvert by GDOT personnel.

Since our firm is at a stopping point since Friday, per the GDOT direction, we will be sending a breakdown of daily costs incurred, including direct labor, equipment, overhead, per-diem, burden, G&A expense, etc., as a direct result of this design issue that is preventing our company to actively working on this project.

Please allow this letter to serve as a formal notification of right to file a Claim for this ongoing delay. We will send our back up documentation at our earliest possible convenience.

Respectfully submitted,

WILLIAMS CONTRACTING COMPANY, LLC

Mark A. Williams
Principal

Cc: File

Balfour Beatty

Effingham Parkway
6018 HWY 21 South
Rincon, GA 31326
Tel: (912) 988-1505

RFI No: 1024-006
VIA E-mail: PMydell@dot.ga.gov

March 6, 2023

Georgia Department of Transportation
Area 4 Office
17213 US Highway 301
Statesboro, GA 30458
ATTN: Mr. Phillip Mydell II

Reference: B3CBA2101501-0 PI# 0006700, Chatham & Effingham Counties
Effingham Parkway from SR30 to Blue Jay Road

Subject: 8X4 5 Barrell Culvert Elevations and Water Flow

Mr. Mydell,

After further analyzation of the 8x4 5 Barrell Culvert on the above referenced project, it has come to our attention that the flow of water depicted in the plans is incorrect. Based on field conditions, the existing stream is flowing the opposite direction as noted in the plans. The elevations provided to BBII show the flow line of the culvert being at 55.23 and 55.38 from left to right. Based on survey points, the existing stream elevations sit at 54.17 and 54.09 from left to right.

Please see the attached supporting documentation showing the elevations in the field vs the plan elevations along with the field depiction of the current flow of water at this location.

Please advise Balfour Beatty of GDOTs intention for the construction of the above-mentioned culvert.

Should you have any questions or require any additional information, please do not hesitate to contact me at (912) 414-3628 or cmcdonald@Balfourbeattyus.com.

Sincerely,
Balfour Beatty Infrastructure, Inc.

Chris McDonald
Project Manager

Balfour Beatty

Attachments:

cc: File 1024-240 RFI's
Dustin Branum, GDOT Area Manager
Kevin Weitman, GDOT Assistant Area Manage
Justin Jones Balfour Beatty Project Engineer
Brandon Bloomfield Balfour Beatty Superintendent

Preconstruction Status Report

PI NUMBER: 0006700 **EFFINGHAM PKWY FM CR 156/BLUE JAY/EFFINGHAM TO SR 30/CHATHAM**

COUNTY:	Chatham, Effingham	**SPONSOR:**	Effingham County	**MEASURE:**	E	**BASELINE LET DT:**		**MGMT LET DT:**	5/21/21
LENGTH(MI):	6.50	**MPO:**	Not Urban, Savannah TMA	**DESIGN FIRM:**	Moreland Altobelli Associates, Inc.	**SCHED LET DT:**	5/21/21	**MGMT ROW DT:**	10/20/17
PROJ NO:	CSMSL-0006-00 (700)	**TIP#:**	2004-H-06	**PRIORITY CD:**		**LIGHTING TYP:**	None	**WHO LETS?:**	GDOT Let
PROJ MGR:	Edwards, Cassius Octavius	**MODEL YR:**		**DOT DIST:**	5	**ENV DOC TYPE:**	GEPA	**LET WITH:**	0
AOHD INITIALS:	CLB	**TYPE WORK:**	Roadway Project	**CONG. DIST:**	001	**ENV CONSULTANT:**	Atlas	**PRINT DATE:**	09/05/23
OFFICE:	Program Delivery	**CONCEPT:**	NL 2R	**COMPLETE STREETS:**				**PAGE:**	1
CONSULTANT:	Local Design, Reimbursed by GDOT funds	**PROG TYPE:**	New Construction	**SUFF:**					

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
		404 and Buffer Variance (BV) Permits LOE	5/6/19	3/11/21	5/6/19	3/11/21	100
		BFI Report Summary	3/27/18	8/12/20	3/27/18	8/12/20	100
		Concept Development Summary	4/26/06	11/5/14	4/26/06	11/5/14	100
		Database Summary	1/12/15	2/6/18	1/12/15	2/6/18	100
		Environmental Document Approval Summary (11412 through 18100)	11/19/10	1/15/20	11/19/10	1/15/20	100
		Environmental Resource Identification Summary	11/19/10	3/21/17	11/19/10	3/21/17	100
		FFPR Inspection	7/16/20	7/16/20	7/16/20	7/16/20	100
		Final Bridge Design Summary	9/30/19	1/13/21	9/30/19	1/13/21	100
		Final Bridge Plans Preparation	9/30/19	1/13/21	9/30/19	1/13/21	100
		Final Construction Plans	9/18/17	6/5/20	9/18/17	6/5/20	100
		L & D Approval	10/1/18	11/8/18	10/1/18	11/8/18	100
		Management Concept Approval Complete	11/5/14	11/5/14	11/5/14	11/5/14	100
		PAR Summary	7/7/10	10/20/11	7/7/10	10/20/11	100
		PFPR Inspection	11/2/17	11/2/17	11/2/17	11/2/17	100
		PM Submit Concept Report	7/14/14	7/14/14	7/14/14	7/14/14	100
		Preliminary Bridge Design Summary	3/1/17	3/27/18	3/1/17	3/27/18	100
		Preliminary Roadway Plans (consultant design)	9/18/17	9/18/17	9/18/17	9/18/17	100
		Public Information Open House Held	3/18/15	3/18/15	3/18/15	3/18/15	100
		ROW Acquisition Summary	6/7/17	3/3/21	6/7/17	3/3/21	100
		ROW Authorization	6/7/17	6/7/17	6/7/17	6/7/17	100
		ROW Plans Final Approval	4/12/17	8/7/17	4/12/17	8/7/17	100
		ROW Plans Preparation	4/12/17	4/12/17	4/12/17	4/12/17	100
		Soil Survey Summary	3/1/17	9/26/17	3/1/17	9/26/17	100
		Submit Final Plans	3/12/21	3/12/21	3/12/21	3/12/21	100
		Submit Preliminary Plans to Utilities for Impacted Railroads	1/1/17	1/1/17	1/1/17	1/1/17	100
		UST and HW Summary	1/31/17	6/30/18	1/31/17	6/30/18	100
		VE Study Summary	1/11/16	12/5/16	1/11/16	12/5/16	100

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2005	2005			$0.00	H170	AUTHORIZED	2/10/05
PE	2005	2005			$2,997,079.75	HB170	AUTHORIZED	2/10/05
PE	2019	2019			$327,000.00	HB170	AUTHORIZED	2/10/05
PE	2005	2005			$0.00	HY10	AUTHORIZED	2/10/05
PE	2005	2005			$0.00	LY10	AUTHORIZED	2/10/05
ROW	2017	2017			$3,610,000.00	HB170	AUTHORIZED	6/7/17
CST	2022	2022			$20,450,661.40	40302	AUTHORIZED	3/12/21
CST	2022	2022			$38,245,284.05	HB170	AUTHORIZED	3/12/21

COST EST AMTS

PE	$3,324,079.75	10/22/18
ROW	$3,610,000.00	9/16/16
CST	$58,695,945.45	9/8/20

STIP AMOUNTS

Activity	Cost	Fund
PE	$0.00	H170
PE	$90,000.00	HB170
PE	$0.00	HY10
PE	$0.00	LY10
ROW	$3,094,680.00	HB170
CST	$11,795,112.13	40302
CST	$38,245,284.05	HB170

Project Manager

On sched. for Let: Yes
FFPR Req.: 06.13.20
FFPR Status: 07/16/2020 held
FFPR Resp.: 07/31/2020 accepted
CFFPR Plans: 01/19/2021 subm'd.
BRDG: 1/19/21 Fnl Brdg. Plans aprvd.
Fnl Plans to CBA: 3/12/21
UTL: 2/24/21 cert'd.
ROW: 3/3/21 cert'd.
ENV: 3/11/21 cert'd.
Mitig.: 12/2020 purchased.
ENV Lkdn. plans: 7.30.19
404: Yes, IP rec'd 3/11/21.
SBV: Yes, rec'd 12/06/19, 2/15/21, SB Mitig. Credits purchased.
CST Auth.: 3/12/21
Plans to reprod.: 4/14/21
Budget: Good.
Let: 5.21.21, Low Bid $56,725,678.32 (Balfour Beatty Infrastructure). Award deferred to July 2021.
COE 7.1.21

Bridge : DPD 1/19/21 ATLAS (FOS) - FP SENT OUT 1/19/21 - 2ND SET OF FP COMMENTS SENT BACK 12/31/20 - REC'D 2ND SUBMISSION 12/29/20 - FP COMMENT SENT OUT 9/8/20 - REC'D FP FOR REVIEW 1/31/20 - PL SENT OUT 3/27/18 - MARKUP SENT OUT 8/4/17

Conceptual Design : PCSR Accepted on 2/11/2020 (PLE)

Design : LN Manchi, lmanchi@maai.net,(404)931-3792 / Tim Callanan, Effingham County Administrator, tcallanan@EffinghamCounty.org,(912)754-2111
Local Sponsor, Local Contract

EIS : Certified for MGMT LET MAY21 |Certified on 11Mar21| SF-No Doc| Kern/Niraula/Davis 12OCT22

EMG : PE BY COUNTY

Engr Services : VE Letter Approved 12/5/16. WDT: 19SEP2017 Received PFPR request. JSW: 06NOV2017 Sent out PFPR Report. JSW: 26SEP2018 Accepted PFPR Responses. WDT: 08JUN2020 received FFPR request. WCW: 31JUL2020 Accepted FFPR Responses. WDT: 26JAN2021 received Corrected FFPR plans.
KYP Cost estimate update: received 4/10/19; returned markups to PM 4/24/19; CST V2 received 8/12/19; submitted for approval 8/15/19; UTL received 10/4/19; submitted for approval 10/8/19. CST/UTL received 9/1/20; submitted for approval 9/8/20.

LGPA : SUPP #1 SGN 2-2-10|REV PMA SGN EFFINGHAM DO PE|ROW & UTIL|DOT TO REIMBURSE 80% PE UP TO $4,370,000 5-11-07.

Office Heads : GDOT LET APPROVED 3/2018 AVS; 1/5/17 PCRF approved. 1/25/17 Will auth. HB170 ROW in FY2017 despite PCRF saying Oct. 2017 ROW plans approval per Chief & Jay Roberts. PCRF will be submitted for Arch III 9-11-18 Waiting on County concurrence of PCRF 2-14-19 AVS

PDD : Reassigned to Program Delivery 6/17/09.

Planning : Dec 2018 MPO TIP amendment increased FY19 PE $; increased UTL/CST cost and moved them to FY21.
June 11, 2018: Design Traffic completed for years 2022/2042 & 2024/2044

Prog. Develop : DO NOT AUTH UNTIL FY 2022 PER ASST CHIEF ENG 3-22-2021

Pre Parcel CT	32	**Total Parcel in ROW System:**	50	**Cond Field:**	11	**Acquired by:**	LOC	**DEEDS CT:**	35
Under Review	4	**Options Pending:**	0	**Relocations:**	1	**Acquisition MGR:**	Wingate, Bryan (LOC)		
Released	46	**Condemnations – Pend:**	0	**Acquired:**	46	**ROW Cert Date:**	3/03/2021		

Preconstruction Status Report

Programming : STATE FUNDED NON-BANK PROJECT|CST CAPPED @ $38,245,284.05 PER CHIEF ENG 3-18-2020|#1 4-2010|#2 3-2017|RW 1625 6-2017|RW 1625 7-2017|PE 1625 6-2018|PE 1625 11-2018|DEF 5-2021|COMP 4-2025

ROW : 21 mths10/17-ROW Date per KTA;NEED C.E. FROM BOTH COUNTIES6-22-17;Add Funds for ROW $576k were approved for R/W-tr; Contract routed to D5 for Effingham/Chatham counties for further handling7/20/17trr;R/W Acq.Contract for Chatham exe Loc Date8/17/2017; Exe GDOT date9/6/17 trr; R/W Acq.Contract for Effingham-exe Loc Date8/15/17; Exe GDOT date10/4/17 trr; Pre-Acq.underway on sch. TR4-26-18;pre-acq. on sch7-20-18ld;LOC Coord Concur 1/21 LET FJW1-28-19 Moved to Jan 21 due to envir3/12/19;Both counties working on appraisals & making offers TRR5-15-19; ROW on schedule SAM9/23/2019

STIP : new 2 lane roadway- enhance mobility and connectivity-enhance economic development

Traffic Op : skm:working on conc. Agreement 3/11/08

Utility : Certified 2/24/21. AM

Pre Parcel CT	32	**Total Parcel in ROW System:**	50	**Cond Field:**	11	**Acquired by:**	LOC	**DEEDS CT:**	35
Under Review	4	**Options Pending:**	0	**Relocations:**	1	**Acquisition MGR:**	Wingate, Bryan (LOC)		
Released	46	**Condemnations – Pend:**	0	**Acquired:**	46	**ROW Cert Date:**	3/03/2021		

Staff Report

Subject: Approval of Change Order with Legacy Water Group for the Loop B Construction Project
Author: Alison Bruton, Purchasing Agent
Department: Water/Sewer/CIP
Meeting Date: November 7, 2023
Item Description: Change Order with Legacy Water Group for the Loop B Construction Project

Summary Recommendation: Staff recommends Approval of Change Order with Legacy Water Group for the Loop B Construction Project

Executive Summary/Background:

- Effingham County entered into a contract with Legacy Water Group in June of 2023 for the construction of the Blue Jay Road Water/Reuse Line Extension Loop B (partially grant funded). Since beginning the construction, there have been two change order requests made.
- Request 1 states that due to a modification in the scope, there is a need for an additional 8 LF of 16” reuse water main, replacing a proposed 16” sleeve with a 20”x16” reducer for connection to the existing reuse water force main, and installation of a 2” air release valve connection point. The cost for this is $10,129.00.
- Request 2 includes installation fo 430 LF of 18” HDPE reuse main carrier pipe in a 24” casing under the Midland/Blue Jay intersection. The cost for this is $192,388.00.
- These requests have been reviewed and approved by Hussey, Gay, and Bell (the engineers on the project) and staff and T&H personnel recommend approval.

Alternatives for Commission to Consider

1. Approval of Change Order with Legacy Water Group for the Loop B Construction Project in the amount of $202,517.00, bringing the overall contract total to $7,515,862.00.
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, CIP, Procurement
Funding Source: Partially Grant funded, Water/Sewer Funds
Attachments: Change Order 1 and Documentation

Change Order # 1

Project: Blue Jay Water/Reuse Extension Loop B - Construction

Contract Date: June 14, 2023

Change Order Effective Date: November 7, 2023

Change Order Issued to: Legacy Water Group, LLC
10130 Bob Williams Parkway
Covington, GA 30014

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

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
COR 1	See Breakdown on Attached Request				$10,129.00
COR 2	See Breakdown on Attached Request				$192,388.00
	TOTAL				**$202,517.00**

The original Contract Sum was.....$ 7,313,345.00

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

The Contract Sum prior to this Change Order was.....$ 7,313,345.00

The Contract Sum will be increased by this Change Order.....$ 202,517.00

The new Contract Sum including this Change Order will be.....**$ 7,515,862.00**

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

The Time allowed for completion is therefore **June 14, 2024**

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

By: _____

Date: _____

Contractor
Legacy Water Group, LLC
10130 Bob Williams Parkway
Covington, GA 30014

By: _____

Date: _____

CHANGE ORDER NO.: 01

Owner: Effingham County Board of Commissioners
Engineer: Hussey Gay Bell
Contractor: Legacy Water Group, LLC
Project: Blue Jay Road Water Main Extension Loop B
Contract Name: Blue Jay Road Water Main Extension Loop B
Date Issued: 10/10/2023

Owner's Project No.: 20-ITB-023
Engineer's Project No.: 120224451

Effective Date of Change Order: / /2023

The Contract is modified as follows upon execution of this Change Order.

Description: Modifications to the scope of work includes an additional 8 linear feet of 16" reuse water main installed by jack and bore, replacing proposed 16" sleeve with a 20"x16" reducer for connection to the existing reuse water force main along Blue Jay Road and installation of a 2" air release valve at connection point.

Attachments:

- Change Order No. 1 Summary

Change in Contract Price	Change in Contract Times (0 Days)
Original Contract Price: $ 7,313,345.00	Original Contract Times: Substantial Completion: May 14, 2024 Ready for final payment: June 13, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ N/A	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 7,313,345.00	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Increase this Change Order: $ 10,129.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 7323474.00	Contract Times with all approved Change Orders: Substantial Completion: May 14, 2024 Ready for final payment: June 13, 2024

Recommended by Engineer	Accepted by Contractor
By:	[signature]
Title: Project Engineer	Project manager
Date: October 10, 2023	10-11-23
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By:	
Title:	
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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LEGACY
WATER GROUP, LLC.
CONSTRUCTION SOLUTIONS

10130 Bob Williams Parkway
Covington, Georgia 30014
Phone 678-712-2132 Fax 678-625-3366

CHANGE ORDER ESTIMATE

C.O. # Estimate 1
Blue Jay Road
Watermain Extension B

TO: Effingham County
804 S Laurel Street
Springfield, GA 31329

C.O. DATE October 10, 2023

Scope: Add an ARV, 8LF of J&B and 20x16 Reducer
Appprox Sta 223+90

Item	Description	Quantity	Unit	Unit Price	Total Price
1	20 x 16 Reducer	1.00	EA	$1,717.00	$1,717.00
2	Add Additional Air Release Valve	1.00	EA	$7,000.00	$7,000.00
3	Deduct 16" Sleeve	-1.00	EA	$1,148.00	-$1,148.00
4	16" RJ PVC Reuse Main Installed by Jack and Bore	8.00	LF	$320.00	$2,560.00
				Total	**$10,129.00**

CHANGE ORDER NO.: 02

Owner: Effingham County Board of Commissioners
Engineer: Hussey Gay Bell
Contractor: Legacy Water Group, LLC
Project: Blue Jay Road Water Main Extension Loop B
Contract Name: Blue Jay Road Water Main Extension Loop B
Date Issued: / /2023

Owner's Project No.: 20-ITB-023
Engineer's Project No.: 120224451
Effective Date of Change Order: / /2023

The Contract is modified as follows upon execution of this Change Order.

Description:

Modifications to the scope of work includes installation of 430 LF of 18" HDPE reuse main carrier pipe in a 24" HDPE casing by horizontal directional drilling under the intersection of Midland Road and Blue Jay Road. All necessary appurtenances to make the connections to the reuse main are included in the LF price of the drill. Installation of HDD will require two additional air release valves on either end of drill.

Attachments:

- Change Order No. 2 Summary

Change in Contract Price	**Change in Contract Times (0 Days)**
Original Contract Price: $ 7,313,345.00	Original Contract Times: Substantial Completion: May 14, 2024 Ready for final payment: June 13, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ N/A	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 7,313,345.00	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Increase this Change Order: $ 192,388.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 7,505,733.00	Contract Times with all approved Change Orders: Substantial Completion: May 14, 2024 Ready for final payment: June 13, 2024

	Recommended by Engineer	Accepted by Contractor
By:		
Title:		
Date:		

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Blue Jay Road Water Main Extension Loop B				
Change Order No. 02 Summary				
Item Description	QUT.	Unit	Unit Price	Change amount
24” HDPE SDR 17 casing pipe and 18” HDPE SDR 11 carrier pipe installed by HDD (All necessary appurtenances to make the connections to the proposed 16” reuse line are included in LF price)	430	LF	$552.00	$237,360.00
2" Pedestal Mounted Air Release Valve	2	EA	$7,000.00	$14,000.00
16" PVC Reuse Water Main Installed Open Cut	-430	LF	$120.00	-$51,600.00
Remove And Replace Asphalt Drive	-76	SY	$97.00	-$7,372.00
			Total	$192,388.00

Item XI. 6.

HUSSEY GAY BELL
Established 1958

Kimbrell, George <gkimbrell@husseygaybell.com>

Directional Drill Blue Jay Road Water Main Extension Loop B

4 messages

Nolan Young <nyoung@legacywatergroup.com> Mon, Oct 9, 2023 at 9:33 AM
To: "G.C. Kimbrell, EIT" <gkimbrell@husseygaybell.com>
Cc: Scott Hibbard <SHibbard@legacywatergroup.com>, Jeff Klebowski <JKlebowski@legacywatergroup.com>

Good Morning George,

At the intersections of Midland Road and Blue Jay Road where the County is going to put a traffic circle, our price for installing a directional drill with both a casing and a carrier pipe would be **$552.00** per foot. This would include a 24” HDPE SDR 17 casing pipe and 18” HDPE SDR 11 carrier pipe and all the necessary appurtenances to make the connections to the already being installed 16” reuse line.

16” FPVC is also an option for the carrier pipe, but the price per foot is more expensive than HDPE.

The total price for 430 LF of HDD would be **$237,360.00**

If an ARV were required at the ends, this would result in an additional **$7,000.00** EA.

Please let us know if you have any questions.

Respectfully,

Nolan Young, Project Manager

Legacy Water Group, LLC

10130 Bob Williams Parkway

Covington, GA. 30014

Staff Report

Subject: Approval and Adoption of the Stormwater Masterplan
Author: Alison Bruton, Purchasing Agent
Department: CIP
Meeting Date: November 7, 2023
Item Description: Stormwater Masterplan

Summary Recommendation: Staff recommends approval and adoption of the Stormwater Masterplan

Executive Summary/Background:

- At the October 17th Work Session for the Board of Commissions, Pond & Company presented the Stormwater Masterplan that they have been compiling since May of 2022. The purpose of this plan was to establish a high-level assessment of the County's Infrastructure for potential flooding, provide recommendations to better control impacts of stormwater, and establish an existing conditions model that could be used as a baseline for future improvements and development impacts.
- This Masterplan is now completed and ready for approval by the Board of Commissioners. This project was partially grant funded.

Alternatives for Commission to Consider

1. Approval and Adoption of the Stormwater Masterplan
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, CIP, T&H
Funding Source: Grants Funds, Special Tax District
Attachments:

Staff Report

Subject: **City of Springfield Annexation - Map# 465J Parcel# 1A, 3A**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: November 7, 2023
Item Description: Consideration to approve a Petition for Annexation as submitted by the City of Rincon for a property located at Hwy 21 S/ Lewis Drive Map# 465J Parcel# 1A, 3A

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, this parcel is contiguous with other properties across the street on Chimney Road) within the city limits of Rincon. ***Said parcels are also part of a subdivision, Goshen Terrace***.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

On September 11, 2023, the City of Rincon, Georgia, voted to accept a petition for annexation of the above listed properties. The first tract **(.63 acres)** of land is currently zoned **B-1** Commercial; the second tract is **(.39 acres)**; is currently zoned **R-1**. The proposed zoning for both parcels is GC (General Commercial).

Background:
Annexation documentation was received via certified mail from the City of Rincon. The parcel identified as Map# 465J Parcel# 1A, consists of approximately .63 acres; Map# 465J Parcel# 3A consists of .39 acres *(both owned by Bank of Newington)* This property lies within the Rincon's water and sewer service area.

Alternatives for Commission to Consider:
1. Acknowledge the Petition Requesting Annexation as presented by the City of Rincon
2. To oppose the Petition Requesting Annexation.

Recommended Alternative: Staff leaves the decision to the Board's discretion.

Other Alternatives: N/A **Department Review:** Administration

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

Attachments:
1. Petition for Annexation
2. Aerial Map *(related parcels and depicting city boundary)*

J. RAYMOND DICKEY
ATTORNEY AT LAW

Mailing Address:
P.O. Box 1099
Rincon, GA 31326

Telephone#: 912-826-2500
Facsimile#: 912-826-5936

Physical Address:
217 West 8th Street
Rincon, GA 31326

October 5, 2023



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

Via Certified U.S. Mail # 7022 0410 0000 4515 0146

Re: Annexation of Properties owned by:

Bank of Newington, 0.63 acres, (Map # 0465J001A00) and 0.39 acres, (Map # 0465J003A00)

Dear Commissioners:

Please be advised that the City of Rincon, Georgia, by the authority vested in the Mayor and the Council of the City of Rincon, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the properties hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On September 11, 2023, the City of Rincon, Georgia, voted to accept a petition for annexation of the above listed properties.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Rincon, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Rincon, Georgia.

The legal descriptions of the properties are as follows:

Please see Exhibit "A" attached hereto which is hereby incorporated herein and made a part hereof.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Rincon, in writing and by certified mail, return receipt requested, of any

County facilities or property located within the property to be annexed, within five (5) business days of the receipt of this letter.

Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the properties to be annexed will be held. The dates of the zoning public hearing will be advertised in the legal organ of Effingham County, Georgia. If the County has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes and Georgia law, you must notify Kenneth Lee, Mayor of the City of Rincon, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 or Georgia law of the same title and chapter.

Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of the first tract (.63 acres) of land in the County is B-1 Commercial and the current land use of the property is a vacant building and the current zoning of the second tract (.39 acres) of land in the County is R-1 Residential and the current land use of the property is a residence. The proposed zoning in Rincon for the first tract of land (0.63 acres) as described on Exhibit "A" when annexed will be GC (General Commercial) and the intended land use will be commercial, a bank. The proposed zoning in Rincon for the second tract of land (0.39 acres) as described on Exhibit "A" when annexed will be GC (General Commercial) and the intended land use will be commercial, a bank.

If there are any questions, please do not hesitate to contact me.

Thanking you, I remain...

Sincerely,

J. Raymond Dickey
Attorney for the City of Rincon

JRD/jdj
Enclosures as noted.

EXHIBIT “A”

PETITION REQUESTING ANNEXATION

To the Mayor and City Council of Rincon, Georgia:

Re: Map & Parcel ID # 0465J001A00
5919 South Highway 21
Rincon, Georgia 31326
0.63 acres

Owner: Bank of Newington

1. Bank of Newington, the owner of all of the real property described herein, consisting of 0.63 acres, respectfully requests that the City Council of Rincon, Georgia annex this property into the City of Rincon and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing limits of Rincon, Georgia, and the description of such territory is as follows:

[See Exhibit "A" attached hereto and incorporated herein]

This 8th day of August, 2023.

Bank of Newington

By: _____

Printed Name: H.E. Sheppard, III

Title: President

Exhibit "A" - Legal Description

5919 South Highway 21

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being know and designated as Lots 1 and 2, Section A, Goshen Terrace Subdivision, as shown on the map or plat of said Subdivision, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 248-F. Said map or plat is incorporated herein by specific reference for more complete description of the property herein conveyed.

Effingham County, GA

Homestead Application

Please wait to apply for homestead until your name appears under the "Owner" section below.

Assessment Notice

2021 Assessment Notice (PDF)
2022 Assessment Notice (PDF)
2023 Assessment Notice (PDF)

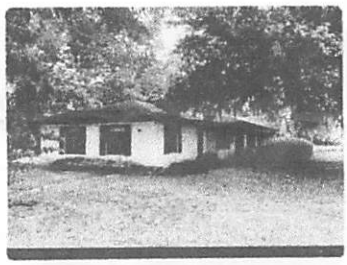
Public Comment Card

Sales Questionnaire

Summary

Parcel Number	0465J001A00
Account/Realkey	20067
Location Address	5919 S HWY 21
Legal Description	.63 AC LOTS 1 & 2 SECT A (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	B-1
Tax District	01-County (District 01)
Millage Rate	28.33
Acres	0.63
Neighborhood	0465J: LAND: 00000 / BLDG: 00100 (001507)
Homestead Exemption	No (S0)
Landlot/District	N/A / 9TH

View Map



Owner

BANK OF NEWINGTON
224 WALTON ST
NEWINGTON, GA 30446

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	0465J-GOSHEN TERRACE	Lot	0	0	0	0.63	1

Residential Improvement Information

Style	One Family
Heated Square Feet	3157
Interior Walls	Sheetrock
Exterior Walls	Brick Veneer
Foundation	Slab Perimeter
Attic Square Feet	0
Basement Square Feet	0
Year Built	1964
Roof Type	Asphalt Shingles
Flooring Type	Tile\Asphalt & Carpet
Heating Type	Cent Heat / AC
Number Of Rooms	0
Number Of Bedrooms	0
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	5
Value	$151,317
Condition	Average
Fireplaces\Appliances	Const 1 sty 1 Box 1
House Address	5919 HWY 21

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
FIRE CHARGE-RES_MH	2020	0x0 / 1	3157	$0
SANITATION - REGULAR	2010	0x0 / 0	1	$0
FIRE FEE-RES	2010	0x0 / 0	1	$0
HOME SITE FAIR	2000	0x0 / 1	1	$7,400

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/4/2023	2847 147	A248 F	$1,095,300	Multi Parcels Unqualified	KATY LAND HOLDINGS LLC	BANK OF NEWINGTON
3/29/2023	2840 248	A248 F	$475,000	Fair Market - Improved	ROSIE LLC	KATY LAND HOLDINGS LLC
9/26/2018	2490 317	A 248F	$0	Sales Under 1000/Quit Claim Deeds	GATES DONALD L AND JULIE L	ROSIE LLC
1/26/2018	2448 892	A 248F	$175,000	Fair Market - Improved	RUSZKOWSKI BRONISLAW AND CEE	GATES DONALD L AND JULIE L
12/22/1995	397 00	A 248F	$110,000	Fair Market - Improved		RUSZKOWSKI BRONISLAW &

Valuation

	2023	2022	2021	2020	2019
Previous Value	$215,717	$195,821	$182,981	$175,000	$175,826
Land Value	$70,500	$57,000	$52,500	$45,000	$37,324
+ Improvement Value	$151,317	$151,317	$135,921	$130,581	$130,311
+ Accessory Value	$7,400	$7,400	$7,400	$7,400	$7,365
= Current Value	$229,217	$215,717	$195,821	$182,981	$175,000

Photos

PETITION REQUESTING ANNEXATION

To the Mayor and City Council of Rincon, Georgia:

Re: Map & Parcel ID # 0465J003A00
111 Lewis Drive
Rincon, Georgia 31326
0.39 acres

Owner: Bank of Newington

1. Bank of Newington, the owner of all of the real property described herein, consisting of 0.39 acres, respectfully requests that the City Council of Rincon, Georgia annex this property into the City of Rincon and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing limits of Rincon, Georgia, and the description of such territory is as follows:

[See Exhibit "A" attached hereto and incorporated herein]

This 8th day of August, 2023.

Bank of Newington

By: _____

Printed Name: H. E. Sheppard, III

Title: President

Exhibit "A" - Legal Description

111 Lewis Drive

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being know and designated upon the map and in the plat of Section A, or Block A Goshen Terrace Subdivision, made by Lester Ackerman, Registered Land Surveyor, License No. 1069, dated April, 1962, and recorded in Map Book 2, Folio 179, as Lot Number Three (3). SUBJECT NEVERTHELESS to the utility easement affecting said subdivision of record in said Clerk's Office.

Effingham County, GA

Homestead Application

Please wait to apply for homestead until your name appears under the "Owner" section below.

Assessment Notice

2021 Assessment Notice (PDF)
2022 Assessment Notice (PDF)
2023 Assessment Notice (PDF)

Public Comment Card

Sales Questionnaire

Summary

Parcel Number	0465J003A00
Account/Realkey	20072
Location Address	111 LEWIS DR
Legal Description	.39 AC LOT 3 SECT A (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	R-1
Tax District	01-County (District 01)
Millage Rate	28.33
Acres	0.39
Neighborhood	0465J: LAND: 00000 / BLDG: 00100 (001507)
Homestead Exemption	No (S0)
Landlot/District	N/A / 9TH

View Map



Owner

BANK OF NEWINGTON
224 WALTON ST
NEWINGTON, GA 30446

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	0465J-GOSHEN TERRACE	Lot	0	0	0	0.39	1

Residential Improvement Information

Style	One Family
Heated Square Feet	1475
Interior Walls	Sheetrock
Exterior Walls	Brick Veneer
Foundation	Concrete Walls or Masonry
Attic Square Feet	0
Basement Square Feet	0
Year Built	1964
Roof Type	Asphalt Shingles
Flooring Type	Pine
Heating Type	Cent Heat / AC
Number Of Rooms	0
Number Of Bedrooms	0
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	3
Value	$94,860
Condition	Average
Fireplaces\Appliances	Const 1 sty 1 Box 1
House Address	111 LEWIS

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
FIRE CHARGE-RES_MH	2020	0x0 / 1	1475	$0
FIRE FEE-RES	2010	0x0 / 0	1	$0
SANITATION - REGULAR	2010	0x0 / 0	1	$0
HOME SITE AVG	2000	0x0 / 1	1	$9,583

Sales

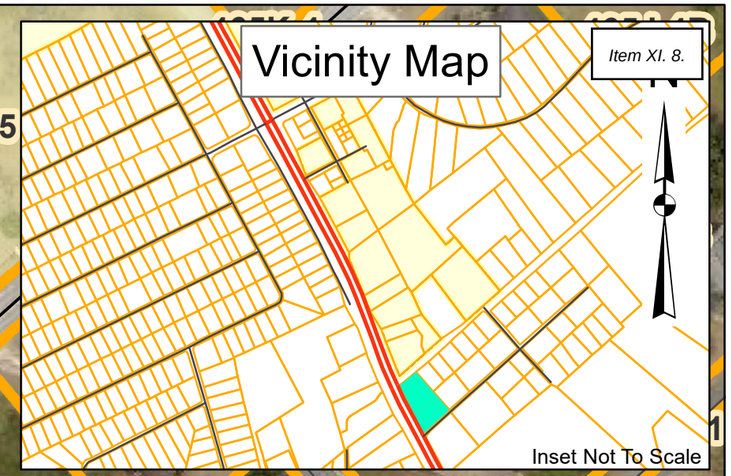
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/4/2023	2847 147	2 179	$1,095,300	Multi Parcels Unqualified	KATY LANDINGS LLC	BANK OF NEWINGTON
5/2/2023	2846 742	2 179	$400,000	Fair Market - Improved	BRANT DONALD H AND SUSAN M	KATY LANDINGS LLC
9/10/2019	2544 817	2 179	$0	Sales Under 1000/Quit Claim Deeds	BRANT DONALD H	BRANT DONALD H AND SUSAN M
1/18/2002	795 136	2 179	$75,000	Unqualified - Improved		BRANT DONALD H

Valuation

	2023	2022	2021	2020	2019
Previous Value	$142,443	$136,784	$126,797	$130,103	$122,576
Land Value	$47,000	$38,000	$35,000	$30,000	$25,000
+ Improvement Value	$94,860	$94,860	$92,201	$87,214	$95,520
+ Accessory Value	$9,583	$9,583	$9,583	$9,583	$9,583
= Current Value	$151,443	$142,443	$136,784	$126,797	$130,103

Photos

Proposed Parcel Annexation
465J-1A & 465J-3A



465H-3A
465H-2A
465H-54A
465H-1A
465H-55A
FRONTAGE RD
R272-17
R272-19
R272-20
R272-22
R272-23
R272-21
R272-25
465M-18
465M-3
465M-1
465M-4
465M-2
465M-5
465M-6
465M-7
271-29
CHIMNEY RD
HWY 21 S
465J-1A
465J-3A
465J-4A
465J-5A
465J-10A
465J-6A
465J-7A
465J-8A
465J-14A
AZALEA AVE
LEWIS DR
465J-1D
465J-10C
465J-7D
465J-12A
465J-8C
465J-16C
465J-14C
465J-5C
465J-1C

1 inch = 100 feet

0 100 200 400 600 800 Feet

Legend

Road Centerlines

- Interstate
- Collector
- Arterial
- Local
- Proposed Parcel Annexation
- County Parcels
- Municipal Boundary

274

Staff Report

Subject: Ordinance Revision
Author: Steve Candler, Director Development Services
Department: Development Services
Meeting Date: November 07, 2023
Item Description: Consideration to **approve** an **amendment** to the Code of Ordinances **Part II – Official Code, Chapter 10, Article IV – Animal Care; 10-112-Keeping of Fowl** the Effingham County Code of Ordinances.

Summary Recommendation
Staff recommends **approval** of the amendment because this is what code enforcement is enforcing.

Executive Summary/Background
The amendment allows the public to understand the keeping of all types of fowl for non-commercial uses. This amendment coincides with what code enforcement has been enforcing for some time. The most significant change from the current ordinance reads is the keeping of four (4) chickens in an R-1; provided the homeowner can maintain the proper distances for the coup.

Alternatives
1. Approve an **amendment** to the Code of Ordinances **Part II – Official Code, Chapter 10, Article IV – Animal Care; 10-112-Keeping of Fowl** the Effingham County Code of Ordinances.

2. Deny an **amendment** to the Code of Ordinances **Appendix C –**Zoning Ordinance**, Article IX –** Amendments to Map or Text**, Section 9.3 -** Procedure for Calling a Public Hearing

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

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

Attachments: 1. Draft of Code of Ordinances **Part II Part II – Official Code, Chapter 10, Article IV – Animal Care; 10-112-Keeping of Fowl** the Effingham County Code of Ordinances.

Sec. 10-112 Keeping of fowl. (also known as "The Chicken Ordinance")

(1) Residential fowl is subject to the following regulations:

a. Permitted fowl: chickens, turkeys, guineas, geese, ducks, pigeons, or similar fowl

1. Permitted fowl per zoning district:

a. All permitted fowl: AR-1

b. All non-commercial fowl: AR-2

2. Conditional fowl per zoning district (MUST OBTAIN PERMIT FROM DEVELOPMENT SERVICES):

a. Chickens only (NO ROOSTERS, only hens): R-1

3. Prohibited animals per zoning district:

a. Commercial fowl: AR-2

b. Turkeys, guineas, geese, ducks, swans, quails, partridges, pigeons, peafowls, and peacocks: R-1, and all other zoning districts.

4. Minimum lot size:

a. AR-1: five (5) acres

b. AR-2: one (1) acre

c. R-1: half (.5) acre

b. Location of chicken coop from an occupied residential dwelling: 150 feet

c. Permitted number of approved poultry animals, collectively:

1. Properties zoned AR-1: Maximum number may be fifteen (15) per acre.
2. Properties zoned AR-2: Maximum number may be ten (10) per acre.
3. Properties zoned R-1: Maximum number may be four (4) total.

d. Obtaining Backyard Hen Permit Process:

a. Items Needed:

1. Application Submitted to the Development Services Department

2. Plot plan showing chicken coop location and distance to neighboring residential dwellings.

3. $20 Animal Permit Fee

b. Once application has been submitted it will be reviewed by the Zoning Department to verify minimum distance requirements.

c. The Permit will be issued to the property owner. The permit must be readily available in case any code enforcement complaint comes in.

d. After being approved by zoning, code enforcement will be notified the property owner has received the Backyard Hens Permit.

(2) Such fowl shall be kept at the following minimum distances from any occupied building except the dwelling unit of the owner:

Animal	**Distance (Feet)**
Chickens (4 or less in R-1)	150
Chickens, turkeys, guineas, geese, ducks, pigeons, or similar fowl (2 or more in AR-1 or AR-2)	200

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a. All permitted fowl: AR-1

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a. Chickens only (NO ROOSTERS, only hens): R-1

3. Prohibited animals per zoning district:

a. Commercial fowl: AR-2

b. Turkeys, guineas, geese, ducks, swans, quails, partridges, pigeons, peafowls, and peacocks: R-1, and all other zoning districts.

4. Minimum lot size:

a. AR-1: five (5) acres

b. AR-2: one (1) acre

c. R-1: half (.5) acre

b. Location of chicken coop from an occupied residential dwelling: 150 feet

c. Permitted number of approved poultry animals, collectively:

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Chickens, turkeys, guineas, geese, ducks, pigeons, or similar fowl (2 or more in AR-1 or AR-2)	200

Staff Report

Subject: Ordinance Revision
Author: Steve Candler, Director Development Services
Department: Development Services
Meeting Date: November 07, 2023
Item Description: Consideration to **approve** an **amendment** to the Code of Ordinances **Part II – Official Code, Chapter 42; Section 42-7-Firearms** the Effingham County Code of Ordinances.

Executive Summary/Background
This amendment also allows certain traditions in Effingham County to continue amid the population changes the county is experiencing. The amendment specially addresses firearm use during dove season. The amendment allows for a registration system with the Sheriff's office for dove hunts on property less than 100 acres. It is not a permit system, just a notification system; very similar to the timber notification system in place.

Alternatives
1. Approve an **amendment** to the Code of Ordinances **Part II – Official Code, Chapter 42, Section 42-7-Firearms** the Effingham County Code of Ordinances.

2. Deny an **amendment** to the Code of Ordinances **Part II – Official Code, Chapter 42, Section 42-7-Firearms** the Effingham County Code of Ordinances.

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

Department Review: County Administration, Development Services, Sherriff's Office

Sec. 42-7. - Firearms.

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

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

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

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

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

Sec. 42-7. - Firearms.

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

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

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

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

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

Staff Report

Subject: FY 2024 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 11/7/23
Item Description: Consideration to approve an amendment to the FY 2024 budget.

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

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

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

The budget amendment attached reflects the following changes:

1. Allocating the TIME Task Force grant revenue that ECSO received. Funds will be used for traffic cones, scene lights, emergency traffic signs, safety vests, and LED road flares.
2. Allocating additional funding for Development Services to purchase tablets to use in conjunction with their OpenGov software implementation.

Alternatives for Commission to Consider:

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

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

Other Alternatives:
N/A

Department Review:
Finance

Funding Source:
Multiple

Attachments:
FY 2024 budget amendment resolution

Resolution# _____

State of Georgia
County of Effingham

RESOLUTION TO AMEND THE FY 2024 BUDGET

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

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	AMOUNT	DESCRIPTION
017	ECSO	TIME TASK FORCE GRANT	100-33-1131	-19774.75	to allocate TIME grant revenue
017	ECSO	OPERATING SUPPLIES	100-3310-017-53-1102	19774.75	to allocate TIME grant expenditures
272	DEVELOPMENT SERVICES	CASH CARRY FORWARD	272-38-9015	-10000.00	to allocate fund balance for OpenGov tablets
272	DEVELOPMENT SERVICES	OPERATING SUPPLIES	272-7401-024-53-1102	10000.00	to allocate funds for OpenGov tablets
				0.00	net entries

This amendment allocates funding for the TIME Task Force grant that ECSO received, as well as funding for Development Services to purchase tablets for their OpenGov software implementation.

Approved this _____day of _____ 2023.

Attest:

_____ _____

Stephanie D. Johnson, County Clerk Wesley M. Corbitt, Chairman

Staff Report

Subject: Intergovernmental Agreement with Live Oak Public Libraries
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: November 7, 2023
Item Description: Consideration to approve an Intergovernmental Agreement between the Counties of Chatham, Liberty and Effingham with Live Oak Public Libraries

Summary Recommendation: The staff recommends the approval of the Intergovernmental Agreement with Live Oak Public Libraries.

Executive Summary/Background: The Regional Board of Live Oak Public Libraries has approved updated advisory bylaws. They are requesting that each county approve and sign the IGA.

Alternatives for Commission to Consider:

1. Approve the IGA with Live Oak Public Libraries.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative 1 – Approve the IGA with Live Oak Public Libraries.

Other Alternatives: None

Department Review: *(list departments)*
County Attorney, County Manager

Funding Source: N/A

Attachments: Amended Intergovernmental Agreement Between Chatham County, Georgia, and Liberty County, Georgia, and Effingham County Georgia, and Live Oak Public Libraries

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN CHATHAM COUNTY, GEORGIA, AND LIBERTY COUNTY, GEORGIA, AND EFFINGHAM COUNTY, GEORGIA, AND LIVE OAK PUBLIC LIBRARIES

WHEREAS, in 1903, the City of Savannah formed a public library for the use and enjoyment of the citizens of that city; and,

WHEREAS, 1945 Effingham County joined the City of Savannah's library system that was not yet associated with other regional library systems;

WHEREAS, in 1945, Chatham County joined the City of Savannah and Effingham County libraries to form the Chatham-Effingham Regional Library; and,

WHEREAS, in 1956 Liberty County further join this regional operation that was then so named the Chatham-Effingham-Liberty Library; and,

WHEREAS, in 1963 the Library for the Colored Citizens of Savannah came under the regional umbrella system of the Chatham-Effingham-Liberty Library; and,

WHEREAS, in November 18, 1966 there was an agreement made transferring the responsibility to maintain and support the public libraries to Chatham County from the City of Savannah in order to establish a county-wide library system;

WHEREAS, in 2002, the regional library system formally changed its name to the Live Oak Public Libraries to reflect the growth of the entire system and the character of the lands its serves; and,

WHEREAS, Live Oak Public Libraries is the regional library board that shall be known as the Board of Trustees of the Live Oak Public Libraries ("regional board");

WHEREAS, the regional board and counties acknowledge their fiduciary duty to citizens to provide top quality library services within the limits of available resources and in compliance with State laws, rules and regulations; and to ensure that the LOPL is operated in an efficient and effective manner.

Therefore, now the parties agree as follows:

Section 1. Regional Board Membership

a. All members of the Chatham County library board shall serve as regional members of the regional library board (8 members).
b. The Effingham County library board shall appoint two members to serve on the regional library board.
c. The Liberty County library board shall appoint two members serve on the regional library board.
d. The regional library board acts as the governing body or Board of Trustees for the LOPL.

Section 2. Duties of each parties' Board of Commissioners:

Each County Board of Commissioners is responsible for:

a. Appointing members to the Board of Trustees and to the County library boards as stated in the LOPL Constitution.
b. Reconsidering or removing a Library Board member for cause or other reason per OCGA 20-5-42. Includes removal for failure to comply with duties and responsibilities.
c. Ensuring that the County Manager works with the Library Executive Director and provides support for daily operations.
d. Ensuring that the County Manager participates on the Advisory Committee.
e. Acting as a fiscal agent for the Library within its County, and County will receive and distribute any funds from its municipalities for the Library.
f. Providing sufficient and adequate financial support to the Library, subject to annual appropriation and review of any targeted performance outcomes as determined by each Commission.
g. Providing capital funding and other funding outside of the Library's regular operating budget. Counties reserve the right to control construction of any capital project and disburse all capital funding proceeds as determined by each Commission.
h. Providing at least one vehicle for LOPL operations, title retained by the County, and will provide legal representation for LOPL as necessary.

Section 3. Duties of the Chatham County Board of Commissioners

Chatham County Board of Commissioners agrees to:

a. Disburse funds in advance to the LOPL in not less than quarterly installments based on approved annual budget. Chatham County can adjust the appropriation and budget during the course of the current or next fiscal year if agreed-upon service levels are not met or LOPL fails to expend funds for stated purposes.
b. Provide administrative services to LOPL upon approval of County Manager to include County Attorney, Human Resources, Internal Audit, Finance and Purchasing. Such

support will include title research on LOPL facilities with the intent of transferring title for facilities to the LOPL.

c. Provide operational support to LOPL upon approval of County Manager to include Facilities Maintenance and Fleet. Facilities maintenance will be provided to assist LOPL in repairs of its facilities but not for daily maintenance functions. County Manager may invoice LOPL for operational support.
d. Provide retirement and health benefits for individuals not eligible for State benefits - Green.
e. Transfer title of library facilities to LOPL who will maintain insurance coverage thereon. Chatham will maintain a reversionary interest.

f. Categorize the LOPL as a department within the Culture and Recreation function.

Section 4. Duties of the Liberty County Board of Commissioners

The Liberty County Board of Commissioners agrees to:

a. Provide facilities for operations which are suitable to meet the needs of LOPL and patrons of the service, and maintain and insure facilities and grounds.
b. Perform repairs to major infrastructure items when said repairs exceed $5,000 and to keep insurance on such buildings in a sufficient amount to replace or repair the facility should it be destroyed.
c. Assist LOPL staff with any expertise or guidance needed to perform normal maintenance activities or repairs under $5,000.
d. Provide maintenance/ repair of security and HVAC systems.
e. Provide annual fire inspections and maintenance of fire extinguishers. LOPL will provide maintenance and repair for fire detection systems.
f. Provide annual termite inspections/warranty.

Section S. Duties of the Effingham County Board of Commissioners

The Effingham County Board of Commissioners agrees to:

a. Provide facilities approved by Effingham County for operations.
b. Maintain and insure facilities and grounds.
c. Provide for custodial services, janitorial supplies and routine maintenance and repairs to include major infrastructure and mechanical systems.
d. Pay electric, telecommunications, gas and water utility costs to operate the facilities provided pursuant to this agreement.
e. Provide lawn care services at the facilities provided pursuant to this agreement.
f. Provide monthly pest control services.
g. Provide annual fire inspections and maintenance of fire extinguishers.

Section 6. Duties of the LOPL

The LOPL is responsible for:

a. Regional board and County library board will submit budget requests in detail under each County Manager's procedures through the Library Executive Director.
b. LOPL shall provide monthly and fiscal year-to-date financial reports to the County Manager or an approved designee that show budgetary status and use of funds within each County and for its overall operations. Financial reports will provide a narrative to explain significant budget variances. LOPL shall provide information on significant capital asset purchases to impacted jurisdictions prior to expenditure (cost greater than $100,000) to include ongoing maintenance costs and operating budget impacts.
c. LOPL shall provide information to each County Manager or an approved designee about the calculation and allocation of administrative cost centers to each county's cost center. Activities of the LOPL Foundation shall not be commingled with the LOPL's accounts or management.
d. LOPL shall provide audited financial statements within four months of the end of the its fiscal year. Such audited statements will include a schedule showing the revenues and expenditures from and for each County within the Library system. LOPL will also submit any Single Audit report or Management Letter from the independent auditors to the County Manager of each supporting county.
e. Upon request, LOPL will provide representatives to present financial reports and respond to inquiries of the Board of Commissioners.
f. LOPL will disburse County funds per approved budget and will provide any requested performance measures or benchmarks to support its use of funds.
g. LOPL will participate fully in all County CIP budgeting including Special Purpose Local Option Sales Tax (SPLOST).
h. LOPL will align Purchasing policies and procedures to Chatham County policies, except as modified by the Advisory Committee.
i. Board of Trustees Chair, one other member of the Board of Trustees and the Library Executive Director will participate on the Advisory Committee.
j. LOPL will adopt separate personnel policies that ensure equitable hiring practices and an objective employee grievance process.
k. LOPL agrees to assume title for its facilities wherein deeds will be transferred within six months of the agreement date.
l. LOPL will assume responsibility for property insurance coverage on its facilities and contents and will also maintain workers compensation insurance through its own policies.
m. LOPL will maintain its facilities on a day-to-day basis and not utilize County staff for daily maintenance functions.
n. LOPL will amend its constitution and bylaws to reflect the role of the Advisory Committee.

Section 7. Advisory Committee

An Advisory Committee shall be formed to provide operational guidance to LOPL. Actions of the Committee shall be by majority vote, and the Committee may be convened upon request of any member.

a. Membership of the Advisory Committee shall consist of:
    i. The County Manager or his/her designee of each supporting county
    ii. The Chair of the Regional Board
    iii. One other Regional Board member, as appointed by the Chair
    iv. The Library Executive Director will participate on the Committee as an ad hoc (non-voting) member.
b. The Advisory Committee shall review and approve LOPL Administrative Policies and Procedures, and shall forward their actions to the Board of Trustees for subsequent affirmation. Administrative policies and procedures include but are not limited to Purchasing Policies, Human Resource Policies (including General Hiring Processes and Grievance Processes), and Financial Policies.
c. The Advisory Committee shall assist the Library Executive Director with the development of long-term strategic, capital and financial plans.
d. The Advisory Committee shall review interim financial information as well as proposed budgets as provided by the Director. The Director shall formally notify committee members when actual expenditures are projected to exceed budgeted amounts, identify the reasons for such variance, and outline a plan of corrective action. The Director shall notify the committee members of significant staff increases/decreases impacting service levels and budgeted expenditures within each locality.
    i. Under no circumstances shall any County be obligated to share in cost increases not formally approved by that County during the annual budget process.
e. The Advisory Committee shall perform any other tasks assigned by the Constitution of the LOPL; the by-laws of the LOPL, or by any other law.

Section 8. Other Inquiries

a. The County Managers may make other inquiries about the management of the LOPL outside of the Advisory Committee, and the Library Executive Director shall provide prompt responses. Such inquiries may include citizen comments and complaints as well as general operational questions.

    i. Any County has the right to audit books and records of LOPL.
    ii. Modifications to the agreement require unanimous support from all parties.
    iii. Any party may provide 6 month's written notice to terminate the Agreement.

EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt, Chairman
Board of Commissioners

ATTEST: _____
Stephanie Johnson
County Clerk (SEAL)

DATE: _____

Staff Report

Subject: **Mental Health Resolution**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 11/07/2023
Item Description: Consideration to approve Resolution# 023-028 in support of reform and improvement of mental health services

Summary Recommendation:
Staff is requests approval of the resolution in support of mental health.

Executive Summary:
The Association of County Commissioners of Georgia (ACCG) is strongly encouraging every county in the state to adopt a resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for citizens in Georgia.

ACCG asks for this resolution to be adopted by Friday, December 8, 2023.

Background:
Legislators approved House Bill 1013 (during the last session) which provides additional mental health resources for communities throughout the state.
Statistics have shown there is inadequate mental health services and facilities. The jails/prisons systems are the primary facilities to treat those with mental illness. Additionally, communities do not have the resources needed to provide suitable care to those with mental health necessities.

Alternatives for Commission to Consider:
1. Approve Resolution# 023-028 in support of reform and improvement of mental health services
2. Do not approve the resolution.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: Move the meeting to another date.

Department Review: Administration

Funding Source: No funding required

Attachments: Resolution

RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY OF GEORGIA TO CONTINUE EFFORTS TO REFORM AND IMPROVE MENTAL HEALTH SERVICES FOR THE CITIZENS OF GEORGIA

WHEREAS, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community as well as the development of mental health reform efforts; and

WHEREAS, the Effingham County Board of Commissioners supports efforts designed to provide every citizen in need to have accessible, affordable, and adequate mental health services; and

WHEREAS, the Effingham County Board of Commissioners is grateful for the efforts of Georgia's executive, legislative, and judicial branches in working towards mental health reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB 520 (2023), Chief Justice Boggs's work on jail diversion initiatives, and Governor Kemp's commitment to expanding mental health resources in schools for children and young adults; and

WHEREAS, despite these prior steps and successes, the Effingham County Board of Commissioners recognizes that there is still a tremendous amount of work for the citizens of [Blank] County and other citizens across Georgia to receive adequate healthcare for mental health and substance abuse disorders; and

NOW, THEREFORE, BE IT RESOLVED by the Effingham County Board of Commissioners that Effingham County government reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the state of Georgia.

BE IT FURTHER RESOLVED, that the Effingham County Board of Commissioners specifically urges the Governor and General Assembly to continue efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

BE IT FURTHER RESOLVED that the Clerk to the Board of Commissioners is hereby directed to provide an executed copy of this Resolution to each member of the Effingham County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

SO RESOLVED, this _____ day of _____, 2023.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____

Effingham County, Chairperson

ATTEST: _____

Effingham County, Clerk to the Commission

Staff Report
Subject: Rezoning (Fourth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Donna Davis** requests to rezone 1.72 acres from **AR-1** to **AR-2** to allow for a recombination of parcels. Located at 119 Garden Lane. **[Map 388B Parcel# 18 & 19]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to rezone 1.72 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 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant owns two adjacent, non-conforming AR-1 parcels. They were recently denied a building permit for an accessory structure on the vacant parcel.
- By combing the lots, the new parcel will be in conformity with current AR-2 standards, and the proposed accessory structure will be allowable as it will be associated with a primary residence.
- The applicant criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - No. There is no change of use.
    - *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. There is no change of use.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - Yes.
    - *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. AR-2 is appropriate to the non-conforming AR-1, exclusively residential use of surrounding properties.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - No. The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - No. There are no known factors to support against this rezoning.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval with staff recommendations. Mr. Peter Higgins second, the motion carried unanimously.

Alternatives
1. Approve the request to rezone 1.72 acres from **AR-1** to **AR-2**, with the following condition:
1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 1.72 acres from **AR-1** to **AR-2**

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

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

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 9-7-23

Applicant/Agent: Donna Davis

Applicant Email Address: 119 Garden Ln Springfield, GA 31329

Phone # (912) 656-6401

Applicant Mailing Address: 119 Garden Ln

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): prissypot104@comcast.net

Phone # (912) 656-6401

Owner's Mailing Address: 119 Garden Ln

City: Springfield State: GA Zip Code: 31329

Property Location: 119 Garden Ln Springfield, GA 31329

Proposed Road Access: Driveway off HWY 119

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 0388B019 Total Acres: .86 Acres to be Rezoned: 1.72

Lot Characteristics: Parcel ID - 0388B018 .86

WATER

X Private Well

_____ Public Water System

SEWER

X Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Making single lot for convenience

List the zoning of the other property in the vicinity of the property you wish to rezone:

North X South X East X West X

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?
No, just residential

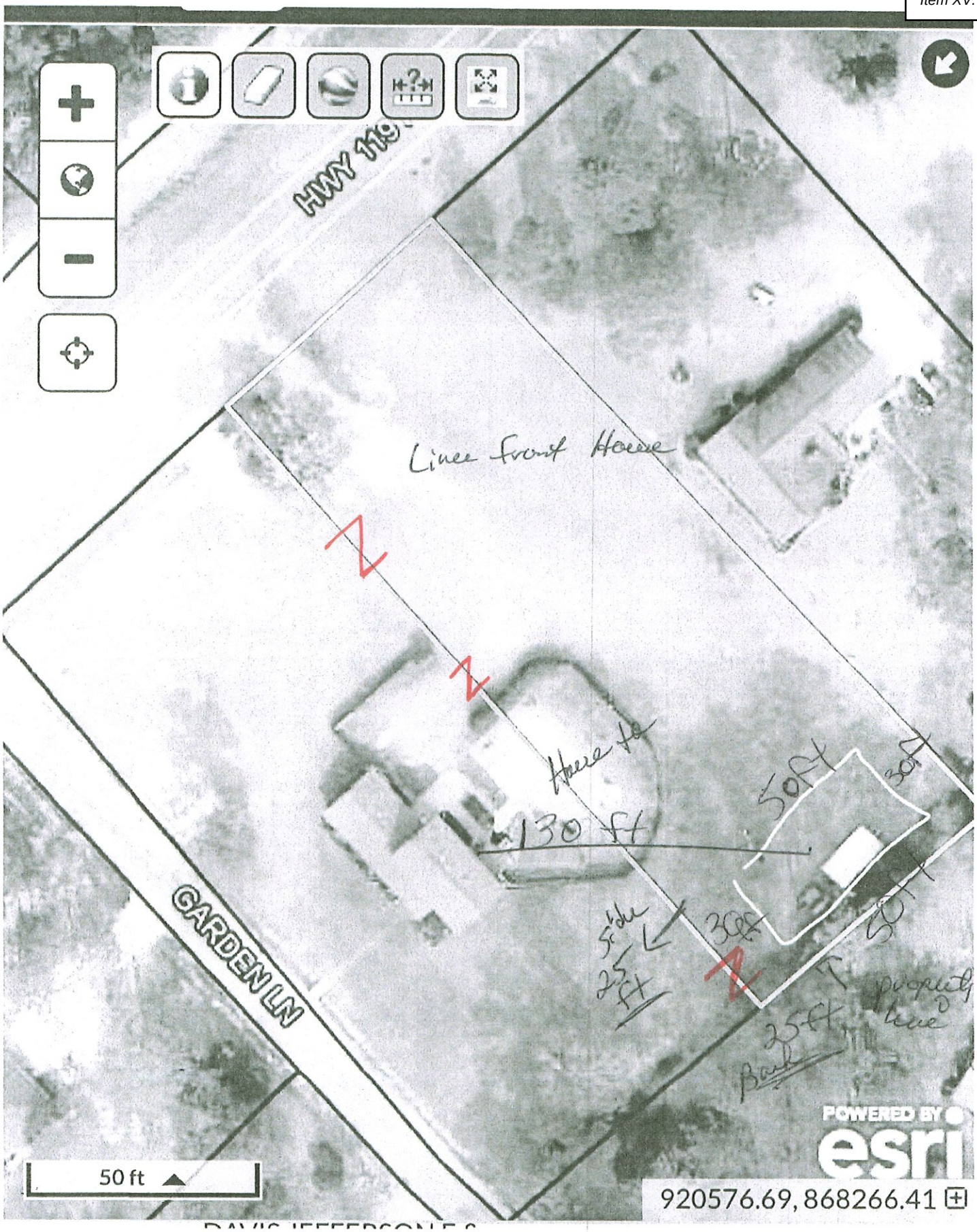
3. Describe the use that you propose to make of the land after rezoning.
Residential, converting 2 lots into 1 lot

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
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?
As both lots are presently being used as a single residence, it makes sense for us to combine the 2 lots

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 _____


HWY 119
Line front House
Home to
130 ft
50ft
30ft
side
25 ft
30ft
50ft
25ft
property line
Back
GARDEN LN
POWERED BY
esri
50 ft
920576.69, 868266.41

RESERVED FOR CLERK OF COURT

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829-3972

SURVEYORS CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon.

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED NO. 1323 ADOLPH N. MICHELIS LAND SURVEYOR

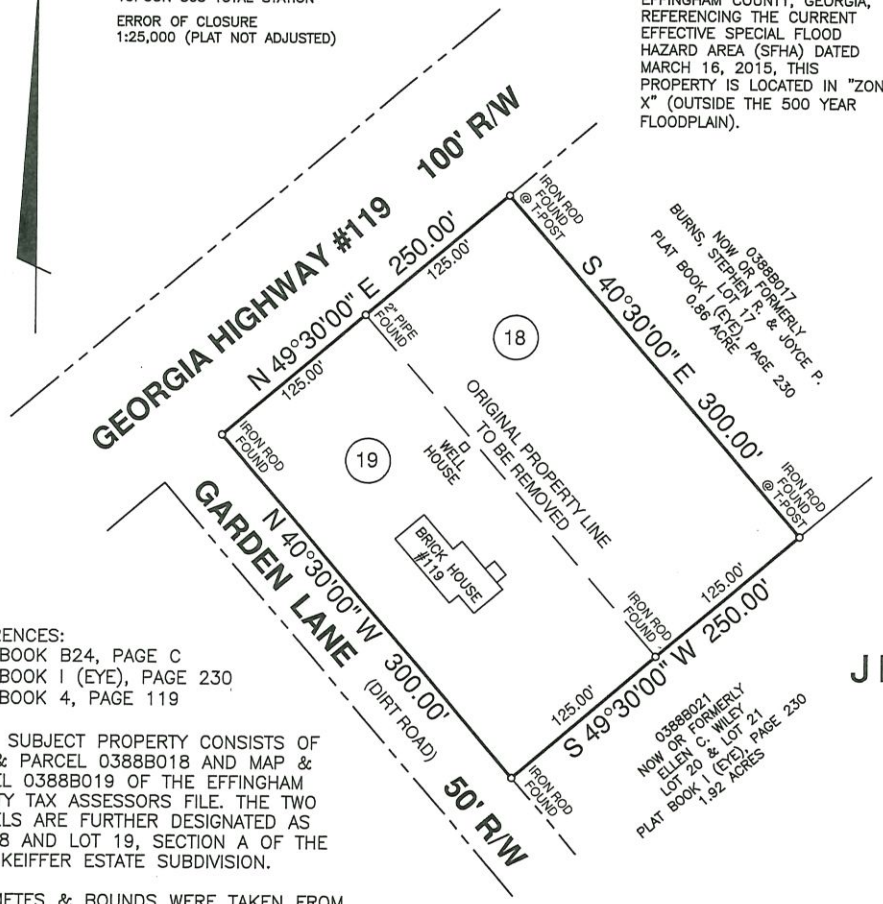
Adolph N. Michelis

GA. Reg. L.S. LIC. NO. 1323 9-12-23 DATE

N

EQUIPMENT USED:
TOPCON 303 TOTAL STATION

ERROR OF CLOSURE
1:25,000 (PLAT NOT ADJUSTED)



NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP 13103C0168E, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED MARCH 16, 2015, THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLAIN).

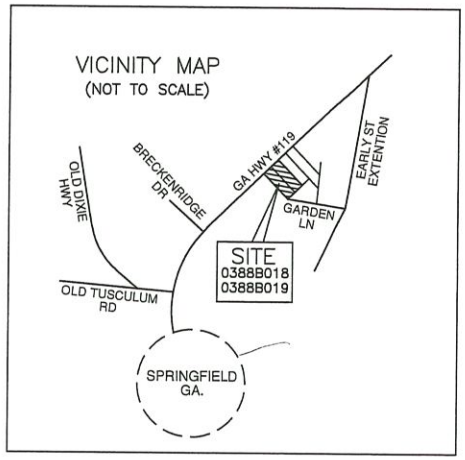
REFERENCES:
PLAT BOOK B24, PAGE C
PLAT BOOK I (EYE), PAGE 230
PLAT BOOK 4, PAGE 119

NOTE: SUBJECT PROPERTY CONSISTS OF MAP & PARCEL 0388B018 AND MAP & PARCEL 0388B019 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. THE TWO PARCELS ARE FURTHER DESIGNATED AS LOT 18 AND LOT 19, SECTION A OF THE R. L. KEIFFER ESTATE SUBDIVISION.

THE METES & BOUNDS WERE TAKEN FROM PLAT BOOK 4, PAGE 119, A SURVEY BY PAUL WEITMAN, COUNTY SURVEYOR DATED MAY 1968. SEVERAL POINTS WERE VERIFIED IN THE FIELD.

SCALE: 1" = 100'

0 100 200



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

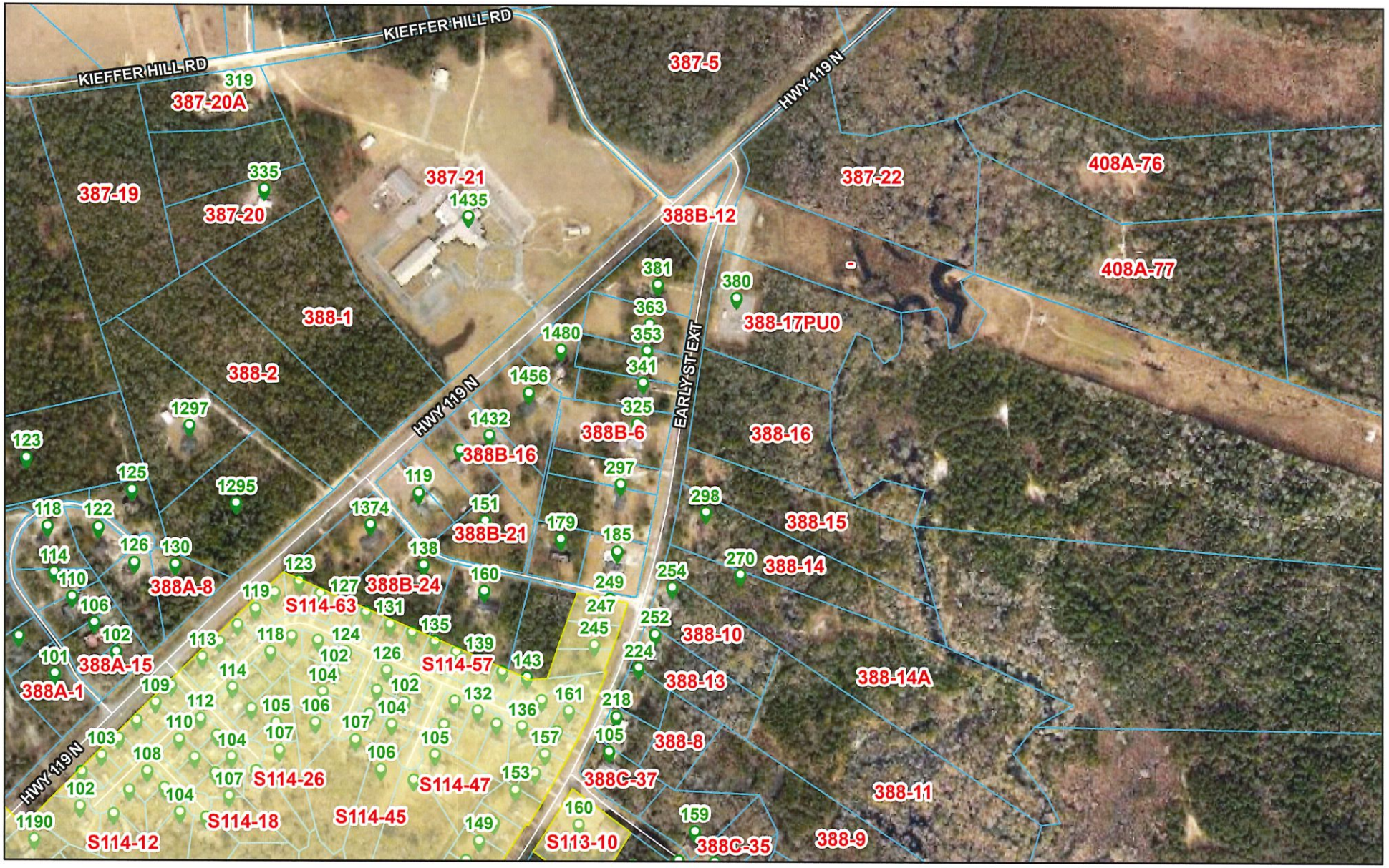
ZONING ADMINISTRATOR DATE

RECOMBINATION SURVEY FOR

JEFFERSON E. DAVIS & DONNA DAVIS

SURVEY TO RECOMBINE
MAP & PARCEL 0388B018 WITH
MAP & PARCEL 0388B019
NOW 1.72 ACRES
LOCATED IN THE 11TH G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 08 SEPTEMBER 2023
PLAT DRAWN 10 SEPTEMBER 2023

119 GARDEN LANE 388B-19 & 388B-18



9/7/2023

Municipal Boundaries
Address Points
Tax Parcel Labels
Tax Parcels
Roads
Efn_fin_cache
Red: Band_1
Green: Band_2

1:7,899

0 0.05 0.1 0.2 mi

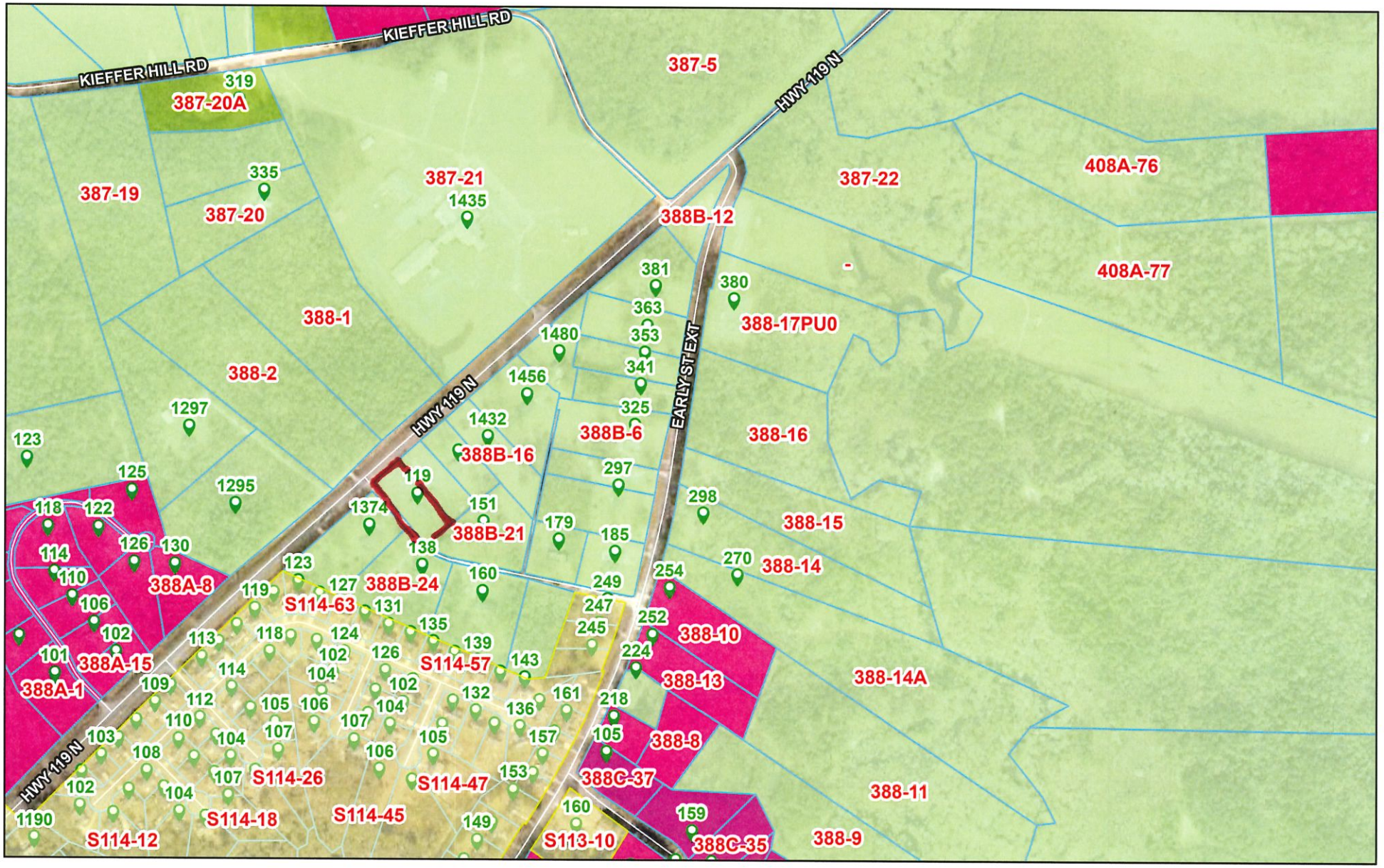
0 0.07 0.15 0.3 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

300

Item XV. 1.

119 GARDEN LANE 388B-19 & 388B-18



9/7/2023

Municipal Boundaries
Tax Parcels
Address Points
Roads
Tax Parcel Labels

Effingham County Zoning
AR-1
AR-2
R-1
R-3

Efn_fin_cache
Red: Band_1
Green: Band_2

1:7,899

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL Pet DISAPPROVAL_____

Of the rezoning request by applicant **Donna Davis – (Map # 388B Parcels # 19)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

P.H. #01

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 **Donna Davis – (Map # 388B Parcels # 19)** from **AR-1** to **AR-2** zoning.

Yes (No) ? 1. Is this proposal inconsistent with the county's master plan?

Yes (No) ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes (No) ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

(Yes) No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes (No) ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes (No) ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes (No) ? 7. Are nearby residents opposed to the proposed zoning change?

Yes (No) ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL_____

Of the rezoning request by applicant **Donna Davis – (Map # 388B Parcels # 19)** from **AR-1** to **AR-2** zoning.

Yes (No?) 1. Is this proposal inconsistent with the county's master plan?

Yes (No?) 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes (No?) 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes (No?) 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes (No?) 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes (No?) 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes (No?) 7. Are nearby residents opposed to the proposed zoning change?

Yes (No?) 8. Do other conditions affect the property so as to support a decision against the proposal?

B.S. #01

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 **Donna Davis – (Map # 388B Parcels # 19)** from **AR-1** to **AR-2** zoning.

Yes (No ?) 1. Is this proposal inconsistent with the county's master plan?

Yes (No ?) 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes (No ?) 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes (No ?) 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes (No ?) 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes (No ?) 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes (No ?) 7. Are nearby residents opposed to the proposed zoning change?

Yes (No ?) 8. Do other conditions affect the property so as to support a decision against the proposal?

R.T #01

Staff Report
Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Donna Davis** requests to rezone 1.72 acres from **AR-1** to **AR-2** to allow for a recombination of parcels. Located at 119 Garden Lane. **[Map 388B Parcel# 18 & 19]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to rezone 1.72 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 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant owns two adjacent, non-conforming AR-1 parcels. They were recently denied a building permit for an accessory structure on the vacant parcel.
- By combing the lots, the new parcel will be in conformity with current AR-2 standards, and the proposed accessory structure will be allowable as it will be associated with a primary residence.
- The applicant criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - No. There is no change of use.
    - *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. There is no change of use.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - Yes.
    - *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. AR-2 is appropriate to the non-conforming AR-1, exclusively residential use of surrounding properties.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - No. The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - No. There are no known factors to support against this rezoning.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval with staff recommendations. Mr. Peter Higgins second, the motion carried unanimously.

Alternatives
1. Approve the request to rezone 1.72 acres from **AR-1** to **AR-2**, with the following condition:
1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 1.72 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. 388B-18 & 19
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 388B-18 & 19

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, DONNA DAVIS has filed an application to rezone one and seventy-two hundredth (1.72) +/- acres; from AR-1 to AR-2 to allow for a recombination of parcels; map and parcel number 388B-18 & 19, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on November 7, 2023 and notice of said hearing having been published in the Effingham County Herald on October 11, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 20, 2023; and

IT IS HEREBY ORDAINED THAT one and seventy-two hundredth (1.72) +/- acres; map and parcel number 388B-18 & 19, located in the 4th commissioner district is rezoned from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fourth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Anna Habersham Wright** requests to rezone 4.96 acres from **AR-1** to **AR-2** to allow for the creation of a new home site. Located at 733 Log Landing Road. **[Map#428 Parcel #1]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.96 acres from **AR-1** to **AR-2** to allow for the creation of a new home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a new, 3-acre home site, leaving one remaining 1.96-acre lot which is already developed as a home site.
- Due to the fact that neither of the proposed lots meets the 5-acre minimum for the AR-1 zoning district, the entire 4.96 acres must be rezoned.
- The applicant criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - No. Only one additional residence will be permitted on the proposed new home site.
    - *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. There will only be one additional residence.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - Yes.
    - *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. The proposed subdivision is consistent/complimentary in use, size, and zoning district with neighboring properties.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - No. The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - No. There are no known factors to support against this rezoning.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval with staff recommendations. Mr. Ryan Thompson second and the motion carried unanimously.

Alternatives

1. Approve the request to **rezone** 4.96 acres from **AR-1** to **AR-2**, with the following conditions:

1. A minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** 4.96 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
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 9/6/2023

Applicant/Agent: ANNA HABERSHAM WRIGHT

Applicant Email Address: factorswalk@earthlink.net

Phone # (912) 257-3902

Applicant Mailing Address: 126 West TAYLOR ST

City: SAVANNAH State: GA Zip Code: 31401

Property Owner, if different from above: N/A

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 733 Log Landing Road

Proposed Road Access: Log Landing Road

Present Zoning of Property: A-1 Proposed Zoning: A-2

Tax Map-Parcel # 04280001 Total Acres: 4.96 Acres to be Rezoned: 4.96

Lot Characteristics: Gently sloping, Dry, Wooded

WATER

✓ Private Well

_____ Public Water System

SEWER

✓ Private Septic System

_____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Save historic bungalow & add 1 new residence

List the zoning of the other property in the vicinity of the property you wish to rezone:

North A-1 South A-1 East A-1 West A-1

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

Small historic bungalow in need of restoration and 2 semi-derelict 1900 out buildings. Bungalow built 1945.

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

NO

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

Restore bungalow & 2 outbuildings on 1.96 acres
Enable 1 new residence to be built on remaining 3 acres

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

Single family residences

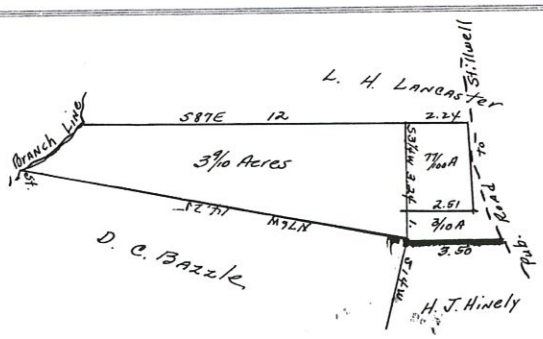
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Same use and average lot size

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: Anna Habersham Wright Date 5 September 2023

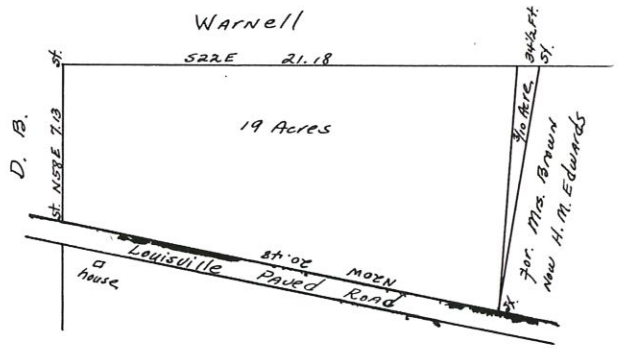


State of Ga.
Effingham Co.

Plat of

Three and 1/10 acres of land laid out for L. V. Hinely by direction of D. C. Bazzle. Three tenth out of land of H. J. Hinely, 77/100 acres previously laid out for L. V. Hinely this July 23, 1942.
Scale of 4 ch. pr. inch.

By D. . Reitman, Sur.



State of Ga.
Effingham Co.

Plat of

Nineteen acres of land on Louisville Road about 17 miles from Savannah, Ga. 1550th . . . District. Surveyed for Geo. . . Miller out of land of Mrs. Brown August 1, 1942.

D. . Reitman, Sur.

Scale of 8 ch. pr. inch.

DATE: JULY 27, 2023
By: Warren E Poythress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone – 912–531–1453
Telephone: 912–857–3288
Equipment – Sokia GRS2 – GPS

FINAL PLAT CLOSURE =

Course	Bearing	Distance
L1	S 02°36'22" E	60.44'
L2	N 85°36'30" W	194.39'
L3	N 76°20'53" W	249.84'
L4	N 41°30'29" E	135.53'
L5	N 44°55'03" E	92.71'

200 0 200 400 600
GRAPHIC SCALE – FEET

Curve	Radius	Length	Chord	Chord Bear.
C1	959.15'	294.86'	293.70'	S 10°26'54" E
C2	959.15'	60.38'	60.37'	S 03°26'41" E
C3	959.15'	234.49'	233.90'	S 12°15'06" E

APPROVAL EFFINGHAM COUNTY:
APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATION.

ZONING ADMINISTRATOR DATE

TOTAL AREA = 4.96 ACRES

SURVEYOR'S CERTIFICATION
The plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATION OR REQUIREMENTS OR SUITABILITY FOR ANY USE FOR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

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

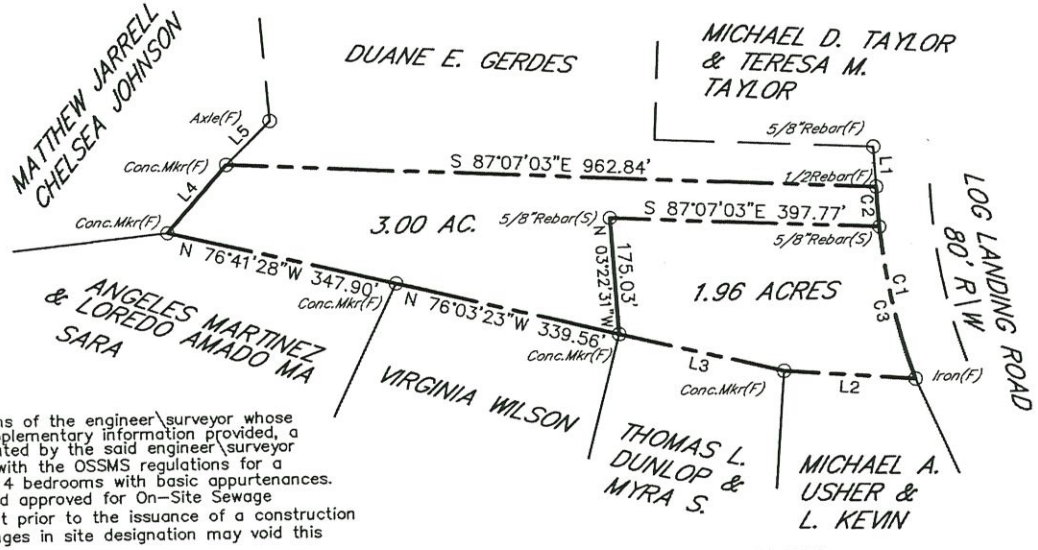
7-27-23
DATE

GEORGIA REGISTERED No. 1953 Exp. DEC. 2023 LAND SURVEYOR WARREN E. POYTHRESS

Z:\U-Y\USHER4AC.DWG
CF:USHER4AC

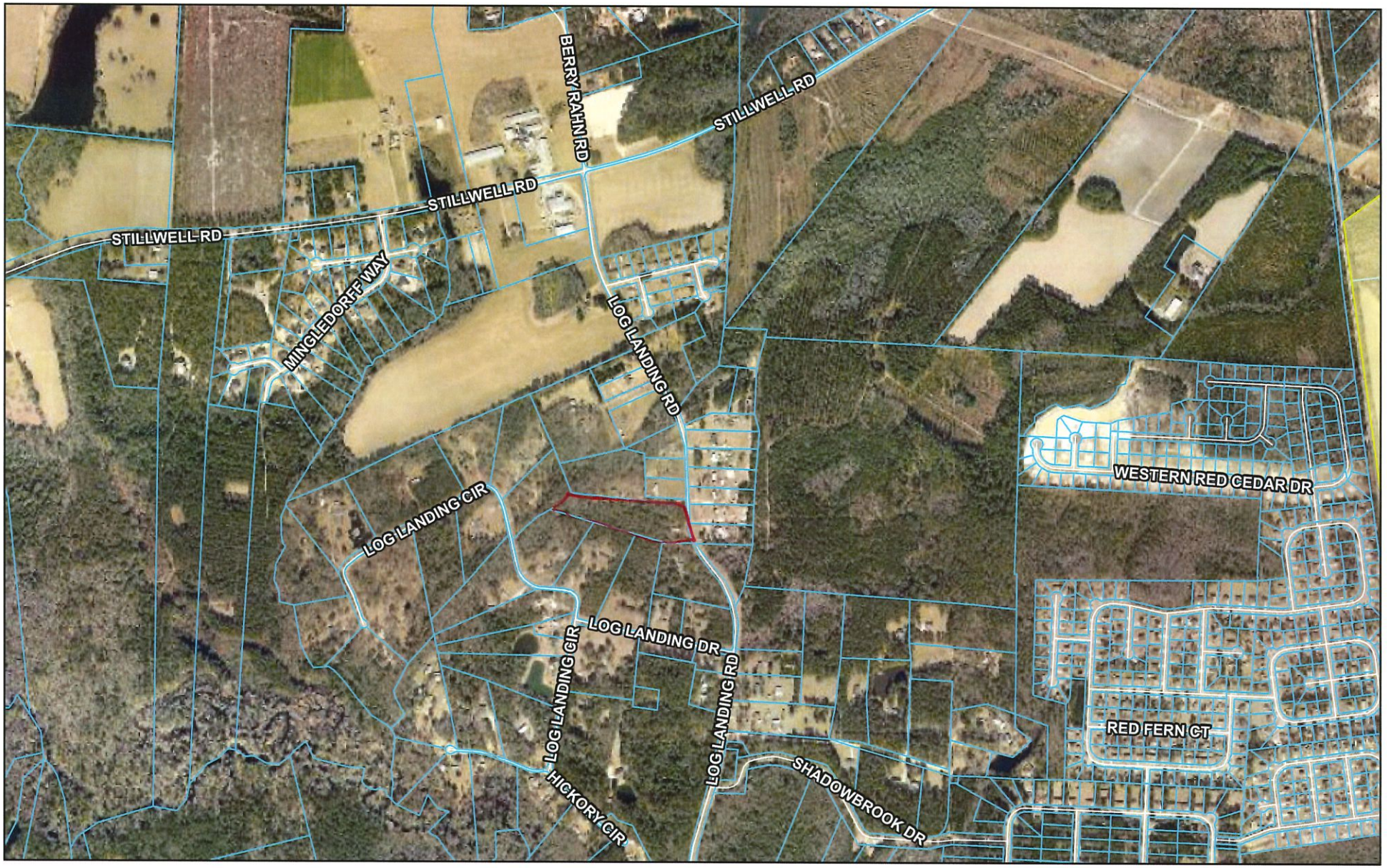
Based upon the representations of the engineer\surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer\surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

Signing Authority Title



PROPERTY DIVISION
FOR
ANNA HABERSHAM WRIGHT
LOCATED IN THE 11TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA

733 Log Landing Road



9/6/2023

Municipal Boundaries

Tax Parcel Labels

Tax Parcels

Roads Efn_fin_cache

Red: Band_1

Green: Band_2

1:15,799

0 0.1 0.2 0.4 mi

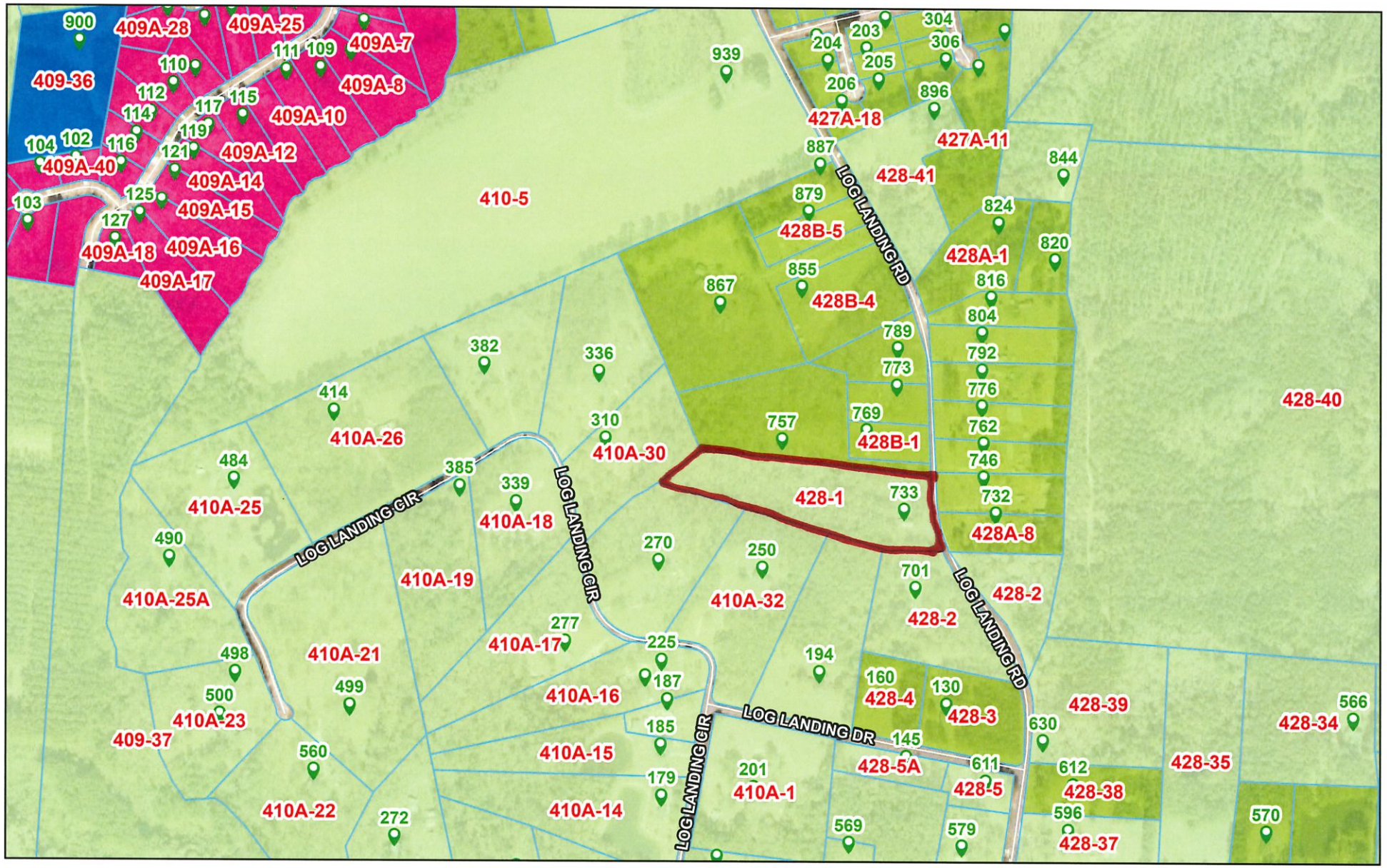
0 0.17 0.35 0.7 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, MET NASA, EPA, USDA

315

Item XV. 3.

733 Log Landing Road



9/6/2023

Address Points
Tax Parcel Labels
Tax Parcels
Roads
Effingham County Zoning
AR-1
AR-2
R-1
B-2
Efn_fin_cache
Red: Band_1
Green: Band_2

1:7,899

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL_____

Of the rezoning request by applicant **Anna Habersham Wright – (Map # 428 Parcels # 1)** from **AR-1** to **AR-2** zoning.

Yes (No?) 1. Is this proposal inconsistent with the county's master plan?

Yes (No?) 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes (No?) 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes (No?) 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes (No?) 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes (No?) 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

1 (Yes) No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes (No?) 8. Do other conditions affect the property so as to support a decision against the proposal?

B.S #02

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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Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

R.F #02

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APPROVAL_____ DISAPPROVAL_____

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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?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

D.B #02

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

Of the rezoning request by applicant **Anna Habersham Wright – (Map # 428 Parcels # 1)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

P.H #02

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Anna Habersham Wright** requests to rezone 4.96 acres from **AR-1** to **AR-2** to allow for the creation of a new home site. Located at 733 Log Landing Road. **[Map#428 Parcel #1]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.96 acres from **AR-1** to **AR-2** to allow for the creation of a new home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a new, 3-acre home site, leaving one remaining 1.96-acre lot which is already developed as a home site.
- Due to the fact that neither of the proposed lots meets the 5-acre minimum for the AR-1 zoning district, the entire 4.96 acres must be rezoned.
- The applicant criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - No. Only one additional residence will be permitted on the proposed new home site.
    - *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. There will only be one additional residence.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - Yes.
    - *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. The proposed subdivision is consistent/complimentary in use, size, and zoning district with neighboring properties.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - No. The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - No. There are no known factors to support against this rezoning.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval with staff recommendations. Mr. Ryan Thompson second and the motion carried unanimously.

Alternatives
1. Approve the request to **rezone** 4.96 acres from **AR-1** to **AR-2**, with the following conditions:
1. A minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request for to **rezone** 4.96 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. 428-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 428-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ANNA HABERSHAM WRIGHT has filed an application to rezone four and ninety-six hundredth (4.96) +/- acres; from AR-1 to AR-2 to allow for the creation of a new home site; map and parcel number 428-1, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on November 7, 2023 and notice of said hearing having been published in the Effingham County Herald on October 11, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 20, 2023; and

IT IS HEREBY ORDAINED THAT four and ninety-six hundredth (4.96) +/- acres; map and parcel number 428-1, located in the 4th commissioner district is rezoned from AR-1 to AR-2 to allow for a creation of a home site, with the following conditions:

1. A minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Marnier Group Ltd. As agent for Robert Fletcher Waldour and Lynette Waldour** requests to rezone 44.509 +/- acres from **AR-1** to **R-3** to allow for a multifamily residential development. Located on Blue Jay Road. **[Map# 326 Parcel #17]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 44.509 +/- acres from **AR-1** to **R-3** to allow for a multifamily residential development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Article V – Uses Permitted, Section 5.6.1.2 permits multifamily dwellings in the R-3 zoning district.
- The applicant requests to develop an apartment complex, consisting of approximately 288 total units housed in approximately 10 3-story buildings. The building height will require a variance.
- Proposed amenities include clubhouse, pool, dog park, nature trail, and outdoor courtyards.
- The site is located at the intersection of two collector roads, Highway 17 being a major collector road.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - A TIA has not yet been conducted.
        - No applicable agencies have submitted comment or concern.
    - *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?*
        - A TIA has not yet been conducted.
        - The proposed development proposes direct access on both Blue Jay Road and Highway 17 S.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - The property is currently undeveloped and has a prevalence of wetlands which need to be delineated for any future active use.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The surrounding area primarily AR-1, with multiple commercial properties in the immediate area.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - No known conditions exist to support a decision against the rezoning.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval with Staff Recommendations. Mr. Peter Higgins second and the motion carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 44.509 +/- acres from **AR-1** to **R-3**, with the following conditions:
   1. Separation of the 44.509 acres of project site shall be required, either by minor subdivision plat or Tax Assessor (in the case of a TPO combination), before the rezoning can take effect.
   2. A variance from maximum height restrictions in R-3 must be granted before the rezoning can take effect.

2. **Deny** the request for to **rezone** 44.509 +/- of acres from **AR-1** to **R-3.**

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

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

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: September 6, 2023

Applicant/Agent: Mariner Group Ltd.

Applicant Email Address: ismith@marinergroup.us

Phone # (404) 402-5077

Applicant Mailing Address: 2970 Peachtree Road NW, Suite 850

City: Atlanta State: GA Zip Code: 30305

Property Owner, if different from above: Robert Fletcher Waldour and Lynette D. Waldour

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # (912) 665-1830

Owner's Mailing Address: 4440 Blue Jay Road

City: Guyton State: GA Zip Code: 31312

Property Location: Southwest corner of Blue Jay Road and Highway 17 (wrapping the Parker's Covenience Store)

Proposed Road Access: Main entrance on Blue Jay Road, secondary entrance on Highwy 17 via access easement

Present Zoning of Property: AR-1 Proposed Zoning: R-3

Tax Map-Parcel # 326-17 Total Acres: +/- 54.509 Acres to be Rezoned: +/- 44.509

Lot Characteristics: Irregularly shaped, generally flat sloping to the west with planted pines.

WATER

_____Private Well

__X__Public Water System (to be installed)

SEWER

_____Private Septic System

__X__Public Sewer System (to be installed)

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: _____

List the zoning of the other property in the vicinity of the property you wish to rezone:

North B-3 & AR-1 South AR-1 East B-3 & AR-1 West AR-1

Rev 05052021

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

The property is currently unimproved and about 50% covered with planted pines.

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

The current use is probably the lowest yielding economic use.

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

Development of a Class A, fully amentized multifamily project similar in nature to Mariner Grove,

The Ellis and Marion Lake (all developed by Mariner Group and located in Savannah.)

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

The property is adjacent to a Parker's Convenience Store, across the street from a BP Gas Station and catty-

corner to a Dollar General. The balance of the nearby uses are self-storage, 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?

The proposed use will provide much needed high quality housing stock to the South Effingham area

and is complimentary to the other uses that have located recently at the intersection.

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

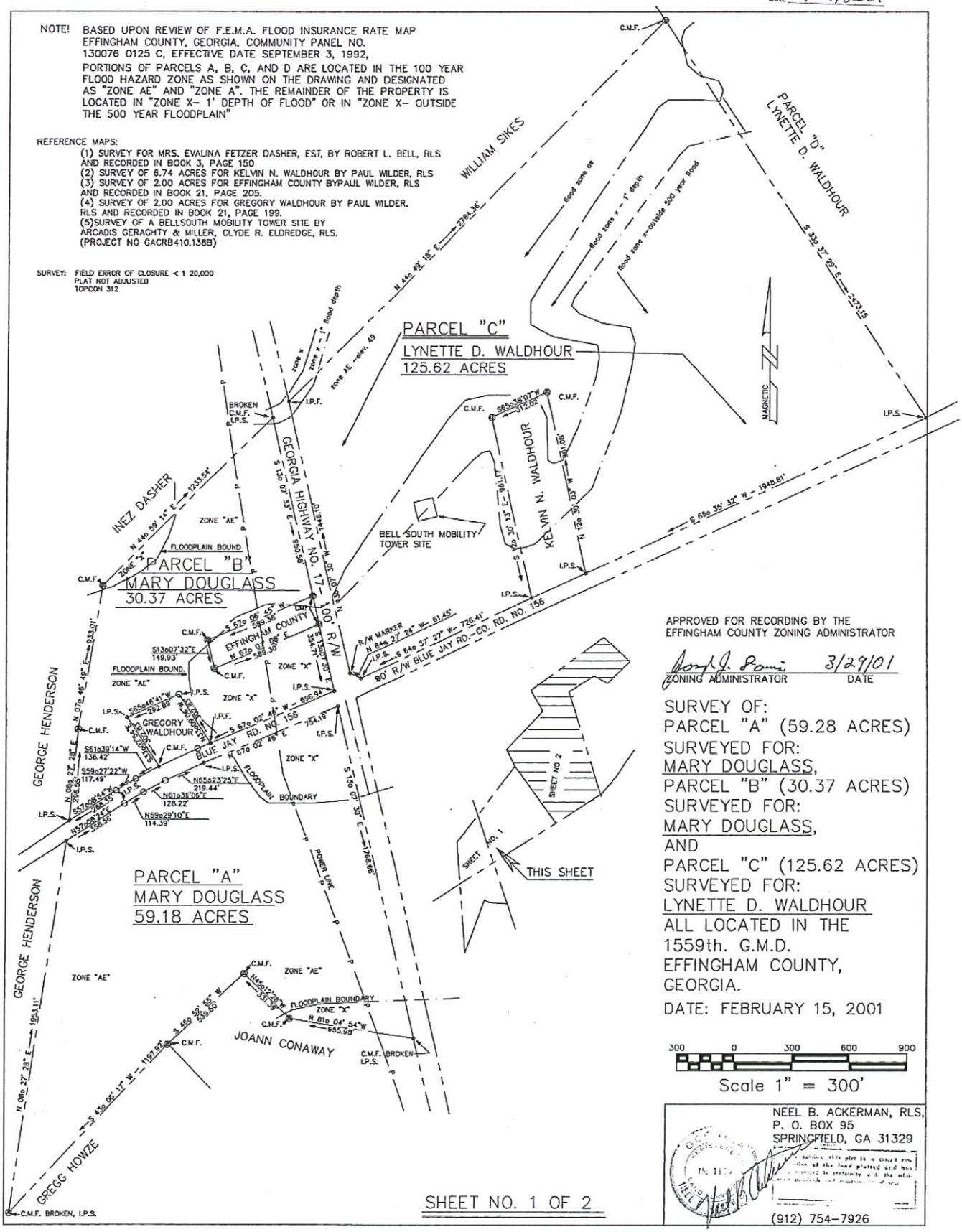
The existing infrastructure that would support the proposed use has been studied and has adequate

capacity to support the proposed use.

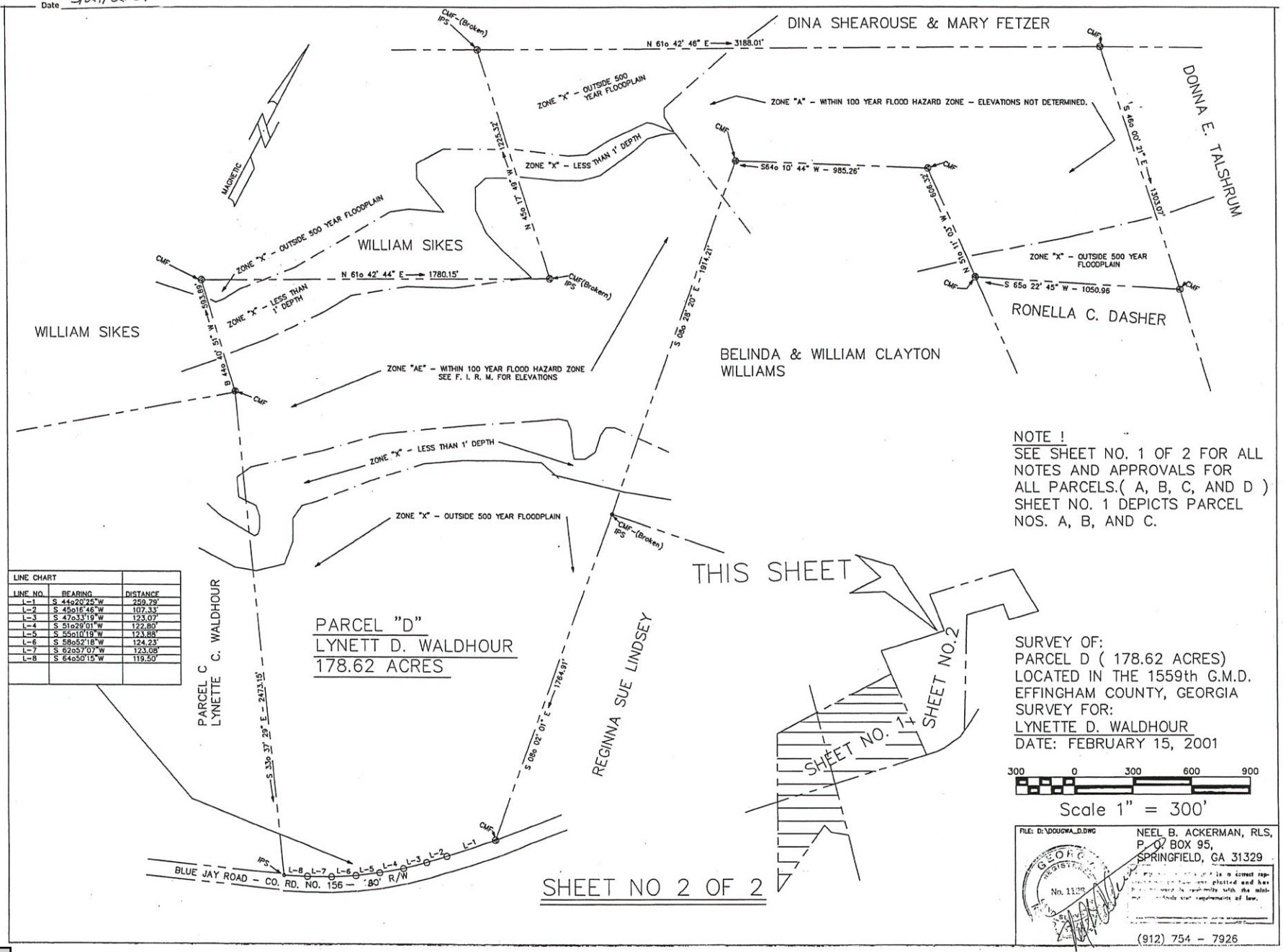
Applicant Signature: _____ on behalf of Ian Smith Date 09/06/2023

TRIM LINES

Filed for Record
Book B122 Page A
Date 3/29/2001



Filed for Record
Book B122 Page B
Date 3/29/2001



LINE CHART		
LINE NO.	BEARING	DISTANCE
L-1	S 44o20'26"W	259.79'
L-2	S 45o16'46"W	107.33'
L-3	S 47o33'19"W	123.07'
L-4	S 51o29'01"W	122.80'
L-5	S 55o10'19"W	123.88'
L-6	S 58o52'18"W	124.23'
L-7	S 62o57'07"W	123.08'
L-8	S 64o50'15"W	119.50'

NOTE !
SEE SHEET NO. 1 OF 2 FOR ALL NOTES AND APPROVALS FOR ALL PARCELS.(A, B, C, AND D) SHEET NO. 1 DEPICTS PARCEL NOS. A, B, AND C.

SURVEY OF:
PARCEL D (178.62 ACRES)
LOCATED IN THE 1559th G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEY FOR:
LYNETTE D. WALDHOUR
DATE: FEBRUARY 15, 2001

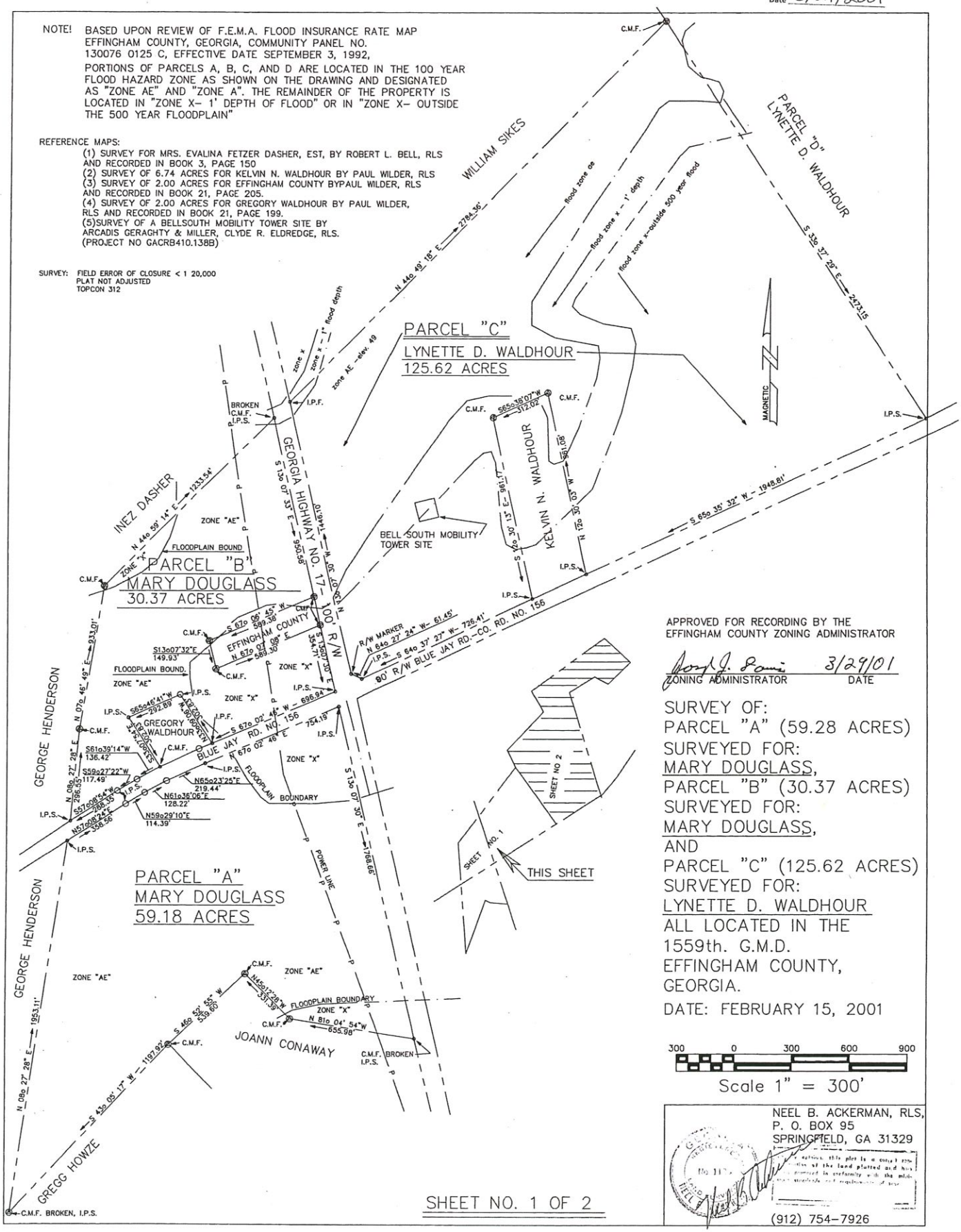
300 0 300 600 900
Scale 1" = 300'

FILE: D:\DOUGWA_D.DWG

NEEL B. ACKERMAN, RLS,
P. O. BOX 95,
SPRINGFIELD, GA 31329
(912) 754 - 7926

Filed for Record
Book B122 Page A
Date 3/29/2001

TRIM LINES



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

ZONING ADMINISTRATOR — DATE 3/29/01

SURVEY OF:
PARCEL "A" (59.28 ACRES)
SURVEYED FOR:
MARY DOUGLASS,
PARCEL "B" (30.37 ACRES)
SURVEYED FOR:
MARY DOUGLASS,
AND
PARCEL "C" (125.62 ACRES)
SURVEYED FOR:
LYNETTE D. WALDHOUR
ALL LOCATED IN THE
1559th. G.M.D.
EFFINGHAM COUNTY,
GEORGIA.

DATE: FEBRUARY 15, 2001

300 0 300 600 900

Scale 1" = 300'

SHEET NO. 1 OF 2

NEEL B. ACKERMAN, RLS,
P. O. BOX 95
SPRINGFIELD, GA 31329
(912) 754–7926

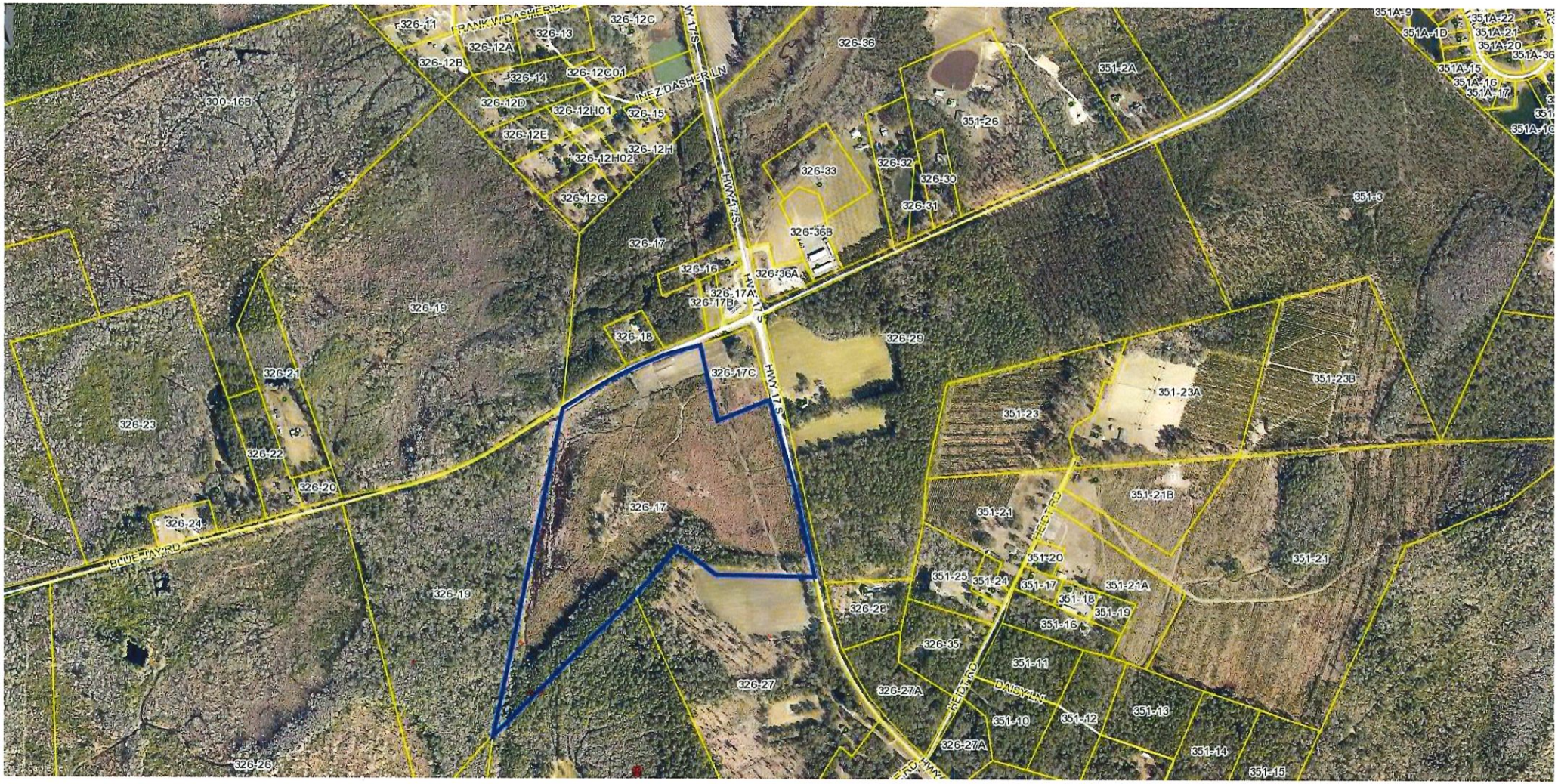
SITE PLAN

BLUE JAY ROAD

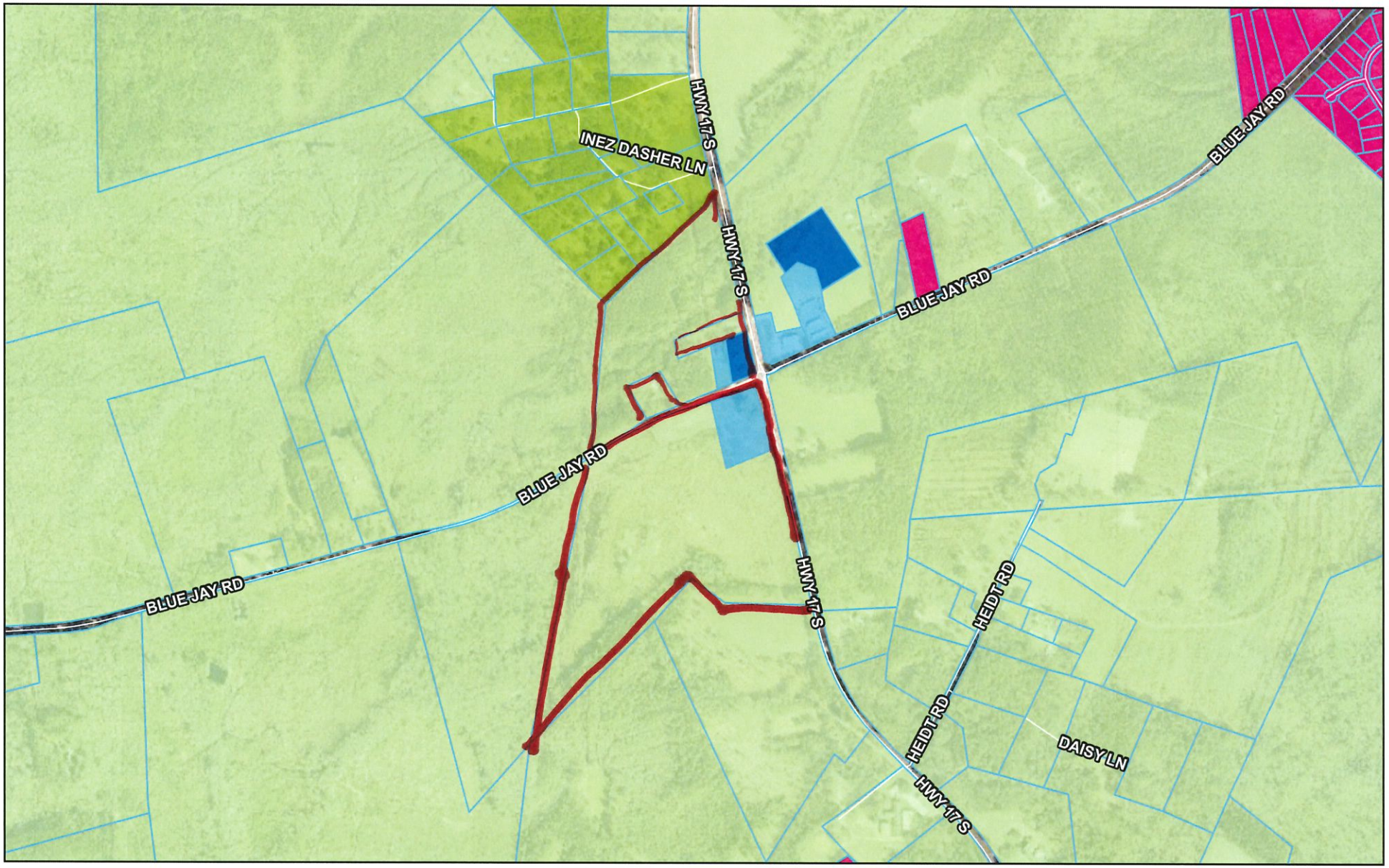


DEVELOPMENT SUMMARY- SITE PLAN
MULTIFAMILY APARTMENTS: 3-STORY BUILDINGS
UNITS: +/- 288
RESIDENTIAL PARKING: +/- 440 (1.5 PARKING FACTOR)

BLUE JAY ROAD 326-17



BLUE JAY ROAD 326-17



9/7/2023

1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
R-3
B-2
B-3

Efn_fin_cache
Red: Band_1
Green: Band_2

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL_____

Of the rezoning request by applicant **Marnier Group Ltd. as agent for Robert Flecther Waldour and Lynette Waldour – (Map # 326 Parcels # 17)** from **AR-1** to **R-3** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

P.H. #03

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 **Marnier Group Ltd. as agent for Robert Flecther Waldour and Lynette Waldour – (Map # 326 Parcels # 17)** from **AR-1** to **R-3** zoning.

Yes (No)? 1. Is this proposal inconsistent with the county's master plan?

(Yes) No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

(Yes) No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

(Yes) No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes (No)? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

(Yes) No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

(Yes) No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes (No)? 8. Do other conditions affect the property so as to support a decision against the proposal?

D.B #03

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:

Recused

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

Of the rezoning request by applicant **Marnier Group Ltd. as agent for Robert Flecther Waldour and Lynette Waldour – (Map # 326 Parcels # 17)** from **AR-1** to **R-3** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

R.T #03

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 **Marnier Group Ltd. as agent for Robert Flecther Waldour and Lynette Waldour – (Map # 326 Parcels # 17)** from **AR-1** to **R-3** zoning.

Yes ~~No ?~~ 1. Is this proposal inconsistent with the county's master plan?

Yes ~~No ?~~ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ~~No ?~~ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ~~No ?~~ 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ~~No ?~~ 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ~~No ?~~ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes ~~No ?~~ 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Marnier Group Ltd. As agent for Robert Fletcher Waldour and Lynette Waldour** requests to rezone 44.509 +/- acres from **AR-1** to **R-3** to allow for a multifamily residential development. Located on Blue Jay Road. **[Map# 326 Parcel #17]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 44.509 +/- acres from **AR-1** to **R-3** to allow for a multifamily residential development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Article V – Uses Permitted, Section 5.6.1.2 permits multifamily dwellings in the R-3 zoning district.
- The applicant requests to develop an apartment complex, consisting of approximately 288 total units housed in approximately 10 3-story buildings. The building height will require a variance.
- Proposed amenities include clubhouse, pool, dog park, nature trail, and outdoor courtyards.
- The site is located at the intersection of two collector roads, Highway 17 being a major collector road.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
    - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
        - A TIA has not yet been conducted.
        - No applicable agencies have submitted comment or concern.
    - *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?*
        - A TIA has not yet been conducted.
        - The proposed development proposes direct access on both Blue Jay Road and Highway 17 S.
    - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
        - The property is currently undeveloped and has a prevalence of wetlands which need to be delineated for any future active use.
    - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
        - The surrounding area primarily AR-1, with multiple commercial properties in the immediate area.
    - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
        - The zone change should not impact the use of nearby properties.
    - *Do other conditions affect the property so as to support a decision against the proposal?*
        - No known conditions exist to support a decision against the rezoning.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval with Staff Recommendations. Mr. Peter Higgins second and the motion carried unanimously

Alternatives

1. **Approve** the request to **rezone** 44.509 +/- acres from **AR-1** to **R-3**, with the following conditions:
   1. Separation of the 44.509 acres of project site shall be required, either by minor subdivision plat or Tax Assessor (in the case of a TPO combination), before the rezoning can take effect.
   2. A variance from maximum height restrictions in R-3 must be granted before the rezoning can take effect.

2. **Deny** the request for to **rezone** 44.509 +/- of acres from **AR-1** to **R-3.**

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. 326-17
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 326-17

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, MARNIER GROUP LTD AS AGENT FOR ROBERT FLETCHER WALDOUR AND LYNETTE WALDOUR has filed an application to rezone forty-four and five hundred and nine thousandth (44.509) +/- acres; from AR-1 to R-3 to allow for a multifamily residential development; map and parcel number 326-17, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 7, 2023 and notice of said hearing having been published in the Effingham County Herald on October 11, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 20, 2023; and

IT IS HEREBY ORDAINED THAT forty-four and five hundred and nine thousandth (44.509) +/- acres; map and parcel number 326-17, located in the 1st commissioner district is rezoned from AR-1 to R-3 to allow for a multifamily residential development, with the following conditions:

1. Separation of the 44.509 acres of the project site shall be requires, either by minor subdivision plat or Tax Assessor (in case of a TPO combination), before the rezoning can take effect.
2. A variance from the maximum height restriction in R-3 must be granted before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (First District)
Author: Chelsie Fernald
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Marnier Group Ltd. As agent for Robert Fletcher Waldour and Lynette Waldour** requests variance from section 5.6.3, to exceed the maximum building height allowed in R-3. Located on Blue Jay Road, zoned **AR-1**, proposed zoning **R-3**. **[Map# 326 Parcel #17]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request of a variance from section 5.6.3, to exceed the maximum building height allowed in R-3.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.6.30, the maximum height for a building in the R-3 zoning district is 35'.
- Section 5.10.4 describes maximum building height in the B-2 zoning districts as 60', which pertains to multifamily residential development.
- The applicant proposes to develop an apartment complex with 3-story high buildings. Each floor's livable area proposes 9' high ceilings. Combined with unlivable vertical space needs and roof pitch, the applicant anticipates a total building height between 55 and 60 feet.
- Large areas of the property are potentially undevelopable due to wetlands. The variance allows the applicant to achieve desired density while being able to meet or exceed greenspace and amenity requirements.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval. Mr. Peter Higgins second, the motion carried unanimously.

Alternatives
1. Approve the request of a variance from section 5.6.3, with the following condition:
1. The maximum building height shall not exceed 60'.
2. The development shall in all other ways conform to the R-3 zoning district.

2. Deny the request of a variance from section 5.6.3**.**

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

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

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

ATTACHMENT A - VARIANCE APPLICATION

Application Date: September 06, 2023

Applicant/Agent: Mariner Group Ltd.

Applicant Email Address: ismith@marinergroup.us

Phone # (404) 402-5077

Applicant Mailing Address: 2970 Peachtree Road NW, Suite 850

City: Atlanta State: GA Zip Code: 30305

Property Owner, if different from above: Robert Fletcher Waldhour and Lynette D. Waldhour

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # (912) 665-1830

Owner's Mailing Address: 4440 Blue Jay Road

City: Guyton State: GA Zip Code: 31312

Property Location: Southwest corner of Blue Jay Road and Highway 17 (wrapping the Paker's Convenience Store)

Name of Development/Subdivision: _____

Present Zoning of Property AR-1 Tax Map-Parcel # 326-17 Total Acres +/- 44.509

VARIANCE REQUESTED (provide relevant section of code): Sec. 5.6.3

Describe why variance is needed: To permit a multifamily development with smaller buildings, but in excess of 35 feet.

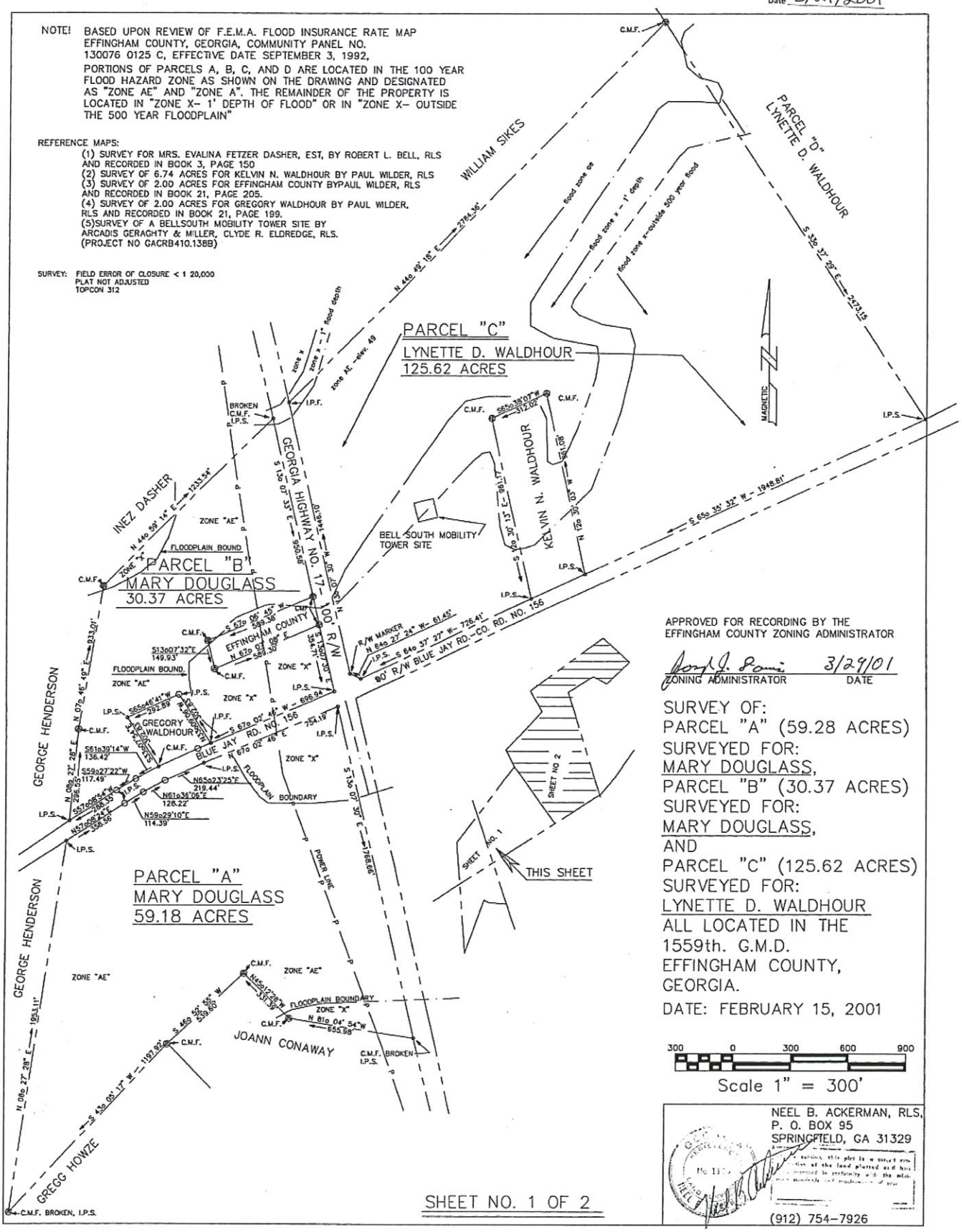
How does request meet criteria of Section 7.1.8 (see Attachment C): The parcel is immediately adjacent to B-3, commercial sites and floodplain. Within the property, wetlands break apart the acreage. In order to provide increased greenspace, amenities, and comfortable ceiling heights, the applicant's requested variance is necessary to enable reasonable use of the property.

Applicant Signature: _____ on behalf of Ian Smith Date 09/06/2023

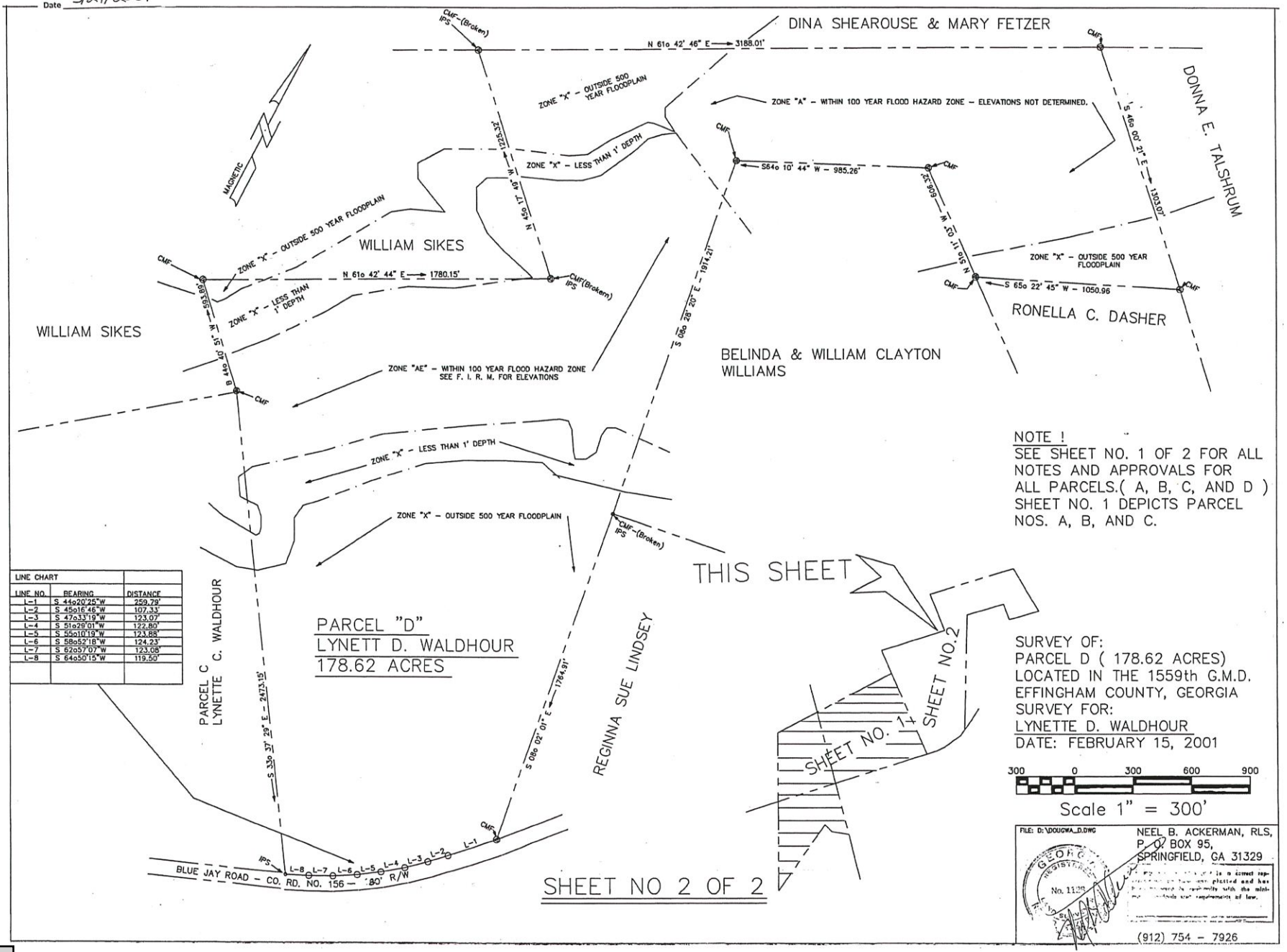
Rev 05052021

TRIM LINES

Filed for Record
Book B122 Page A
Date 3/29/2001



Filed for Record
Book B122 Page B
Date 3/29/2001

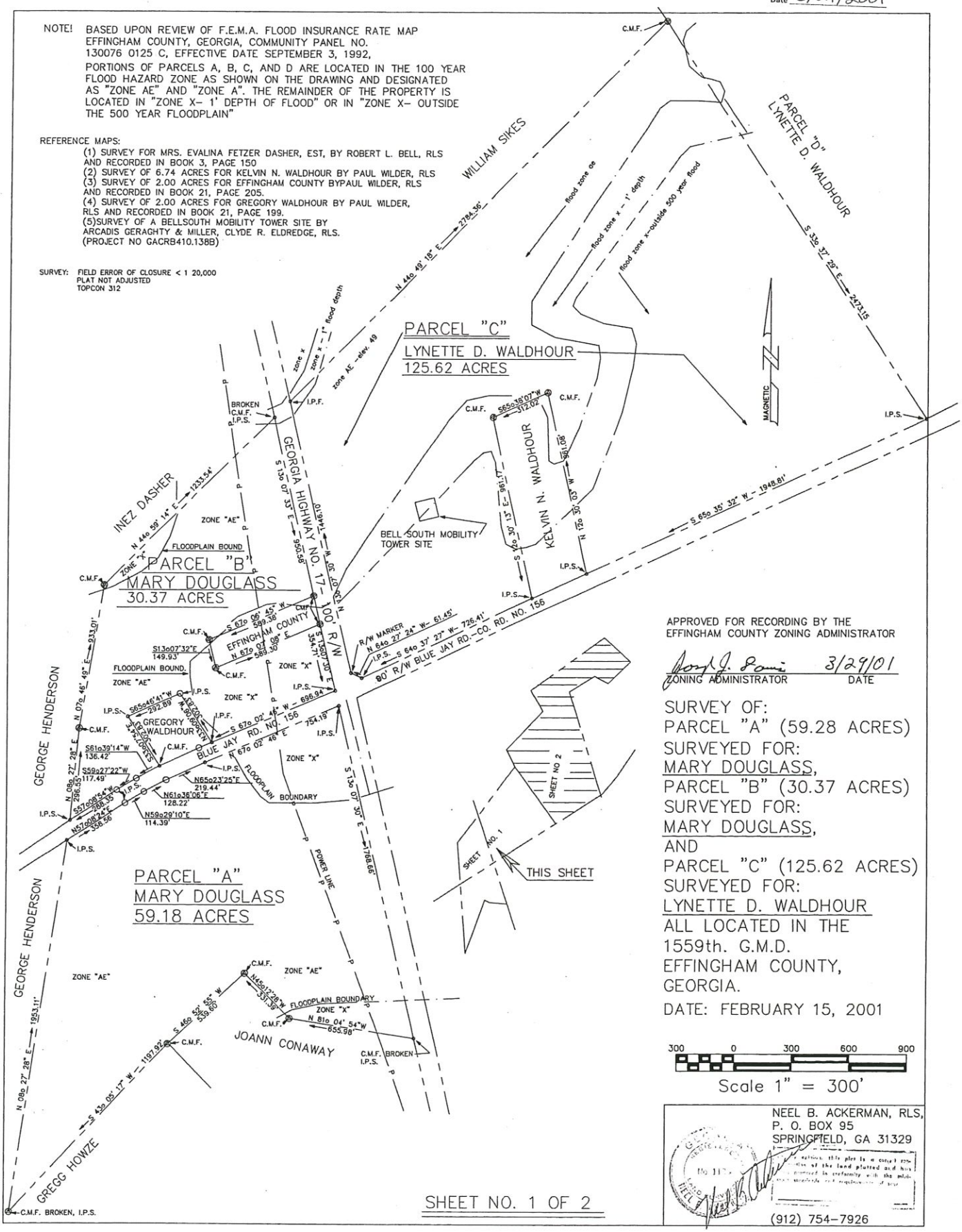


LINE CHART		
LINE NO.	BEARING	DISTANCE
L-1	S 44o20'25"W	259.79'
L-2	S 45o16'46"W	107.33'
L-3	S 47o33'19"W	123.07'
L-4	S 51o29'01"W	122.80'
L-5	S 55o10'19"W	123.88'
L-6	S 58o52'18"W	124.23'
L-7	S 62o57'07"W	123.08'
L-8	S 64o50'15"W	119.50'

SHEET NO 2 OF 2

TRIM LINES

Filed for Record
Book B122 Page A
Date 3/29/2001



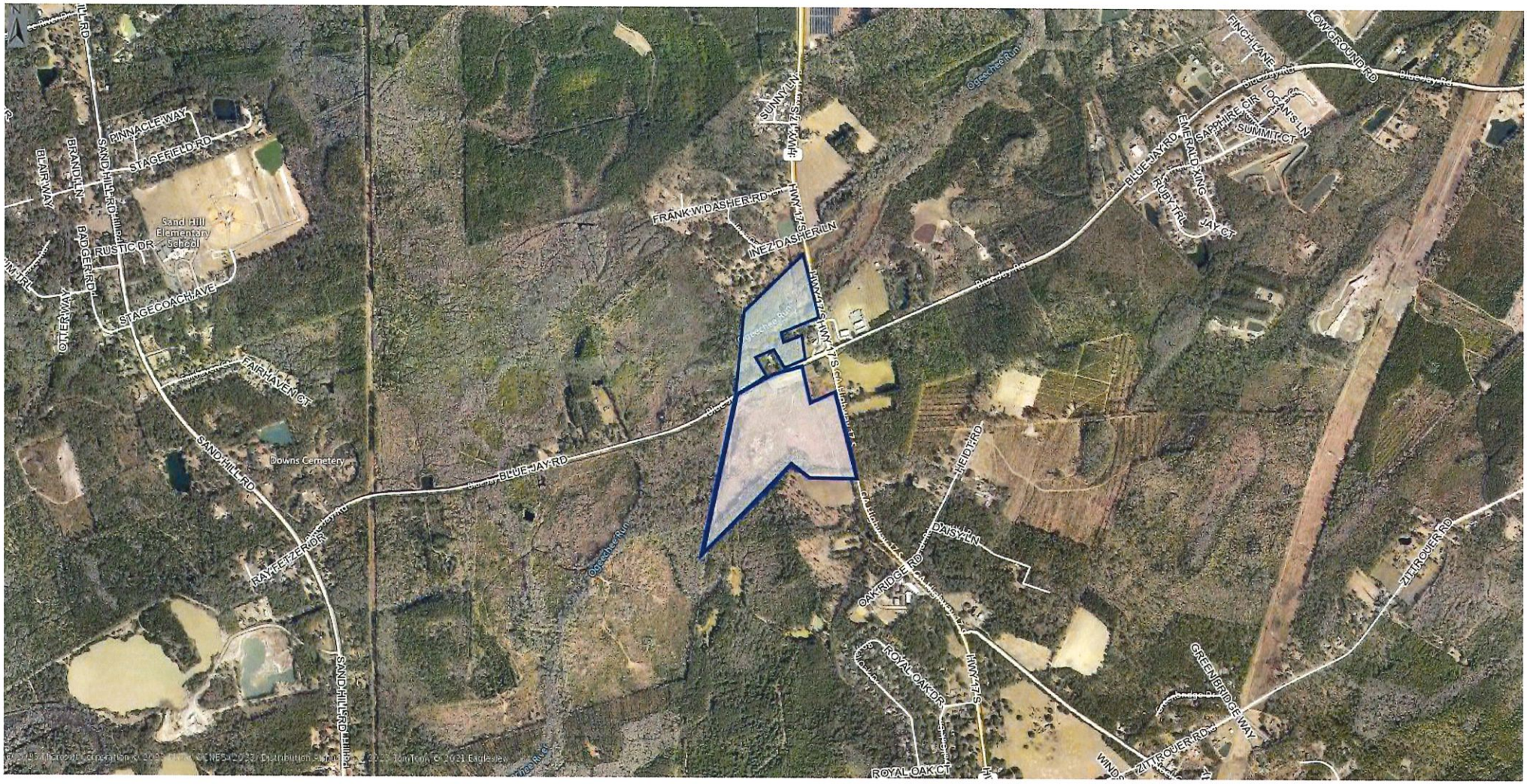
SITE PLAN

BLUE JAY ROAD



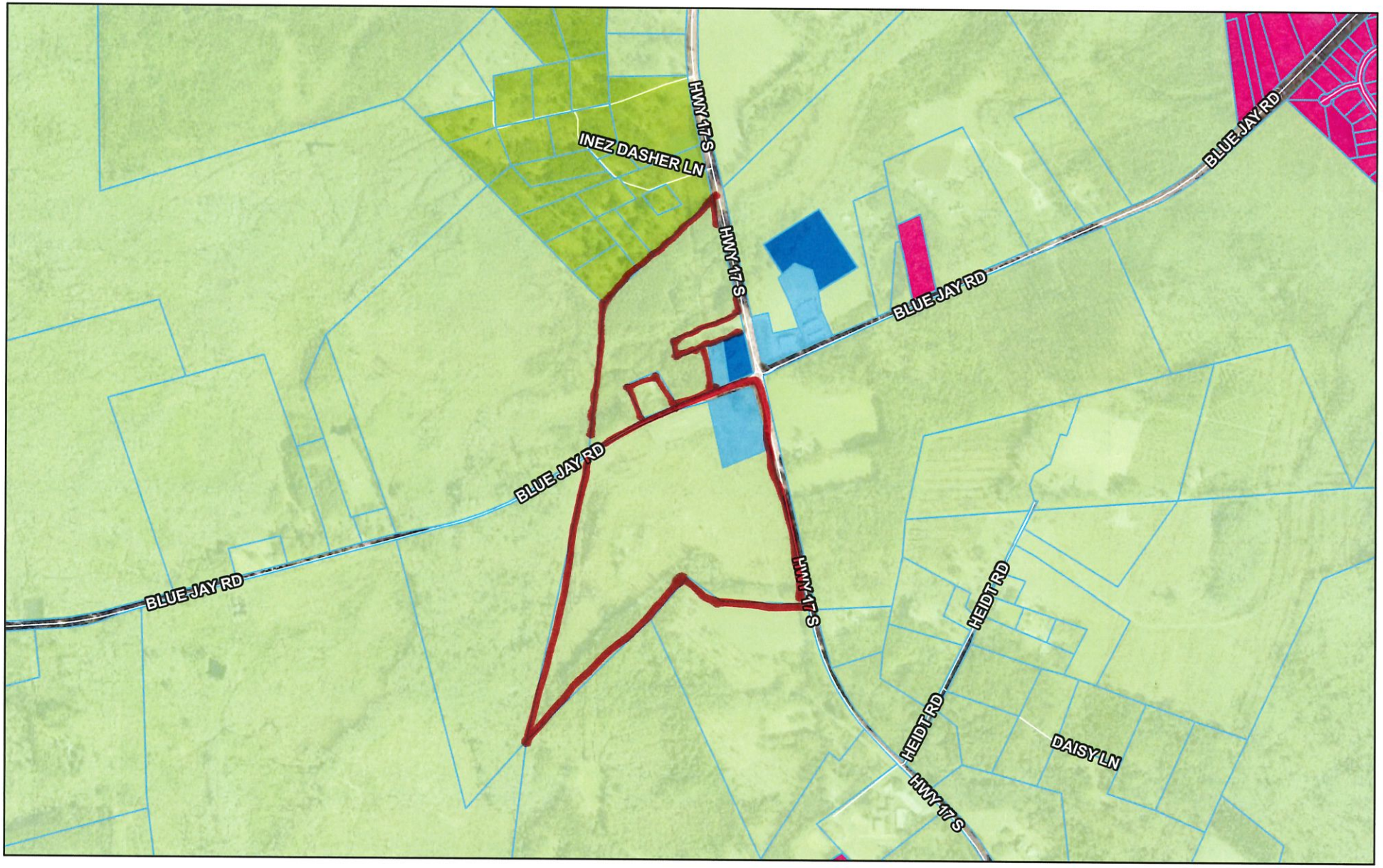
DEVELOPMENT SUMMARY- SITE PLAN
MULTIFAMILY APARTMENTS: 3-STORY BUILDINGS
UNITS: +/- 288
RESIDENTIAL PARKING: +/- 440 (1.5 PARKING FACTOR)

Blue Jay Road / 326-17



01/11/2021 - 03/07/2021

BLUE JAY ROAD 326-17



9/7/2023

1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Tax Parcel Labels
Tax Parcels
Roads

Effingham County Zoning
AR-1
AR-2
R-1
R-3
B-2
B-3

Efn_fin_cache
Red: Band_1
Green: Band_2

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin INCREMENT P, USGS, METI/NASA, EPA, USDA

CURRENT 35' HEIGHT LIN
3-STORY BEARING
30'-4 7/8"
LEVEL 03
21'-3 3/4"
LEVEL 02
10'-7 7/8"
LEVEL 01
0"
ASSUMED AVERAGE GR
35'-0"
30'-4 7/8"
9'-0" CLG.
9'-0" CLG.
9'-0" CLG.
6" / 12"
4" / 12"
80'-0"
45'-0"
50'-0"
55'-0"

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Marnier Group Ltd. As agent for Robert Fletcher Waldour and Lynette Waldour** requests variance from section 5.6.3, to exceed the maximum building height allowed in R-3. Located on Blue Jay Road, zoned **AR-1**, proposed zoning **R-3**. **[Map# 326 Parcel #17]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request of a variance from section 5.6.3, to exceed the maximum building height allowed in R-3.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.6.30, the maximum height for a building in the R-3 zoning district is 35'.
- Section 5.10.4 describes maximum building height in the B-2 zoning districts as 60', which pertains to multifamily residential development.
- The applicant proposes to develop an apartment complex with 3-story high buildings. Each floor's livable area proposes 9' high ceilings. Combined with unlivable vertical space needs and roof pitch, the applicant anticipates a total building height between 55 and 60 feet.
- Large areas of the property are potentially undevelopable due to wetlands. The variance allows the applicant to achieve desired density while being able to meet or exceed greenspace and amenity requirements.
- At the October 10, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval. Mr. Peter Higgins second, the motion carried unanimously.

Alternatives
1. Approve the request of a variance from section 5.6.3, with the following condition:
1. The maximum building height shall not exceed 60'.
2. The development shall in all other ways conform to the R-3 zoning district.

2. Deny the request of a variance from section 5.6.3**.**

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. 326-17

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 326-17

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, MARNIER GROUP LTD. AS AGENT FOR ROBERT FLETCHER WALDOUR AND LYNETTE WALDOUR has filed an application for a variance, from section 5.6.3, to exceed the maximum building height allowed in R-3; map and parcel number 326-17, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 7, 2023 and notice of said hearing having been published in the Effingham County Herald on October 11, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 20, 2023; and

IT IS HEREBY ORDAINED THAT a variance from section 5.6.3, to exceed the maximum building height allowed in R-3; map and parcel number 326-17, located in the 1st commissioner district is approved, with the following conditions:

1. The maximum building height shall not exceed 60’
2. The development shall in all other ways conform to the R-3 zoning district.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Quail Preserve, LLC** requests a variance from Section 3.4.1, to eliminate the required buffer between commercial & AR zoning districts. Located on US Highway 80**. [Map# 329 Parcel#41E01]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a variance from Section 3.4.1, to eliminate the required buffer between commercial & AR zoning districts.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Appendix C – Zoning Ordinance, Article III – General Provisions, Section 3.4.1, a 30’ buffer is required between B-3 and AR-1 zoned districts.
- This parcel was approved for rezoning to B-3 at the October 3, 2023 Board of Commissioners meeting to allow for development of multiple flex use buildings.
- The 15-acre parcel is less than 300’ deep and encumbered on the north side by 1.16-acre strip of land zoned B-2 which obstructs the full range of development on Highway 80 frontage.
- The proposed well sites are currently located in the 30’ buffer on the south side of the parcel.
- The adjacent property on the south side is owned by the applicant and under conservation status and therefore cannot be developed at this time.
- At the October 10, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Brad Smith second, the motion carried unanimously.

Alternatives

1. Approve the request for a variance from Section 3.4.1
2. Deny the request to **rezone** 1.5 +/- 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
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 08-23-23

Applicant/Agent: Quail Preserve, LLC

Applicant Email Address: brian@savannahwarehouse.com

Phone #: (912) 447-1000

Applicant Mailing Address: P. O. Box 7442

City: Savannah State: Georgia Zip Code: 31418-7442

Property Owner, if different from above: Same As Above

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): Same As Above

Phone #: Same As Above

Owner's Mailing Address: Same As Above

Property Location: Southwest Corner Of U. S. Highway 80 & Meldrim Road

Name of Development/Subdivision: None

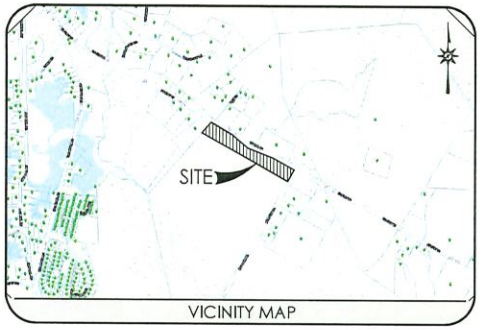
Present Zoning of Property: R-4 Residential Tax Map-Parcel #: 03290041E01 Total Acres: 15.00

VARIANCE REQUESTED (provide relevant section of code): Section 13.1.1

Describe why variance is needed: To eliminate the requirement for a buffer on the back (south) side of the property where property buts up against the conserved property behind it, which Quail Preserve, LLC also owns.

How does request meet criteria offor a Section 7.1.8 (see Attachment C):

Applicant Signature: Raymond J DeMott Date 09-07-2023



GENERAL DEVELOPMENT NOTES:

1. PIN: 329-41E01
   ADDRESS: TBD MELDRIM RD
   Meldrim, GA 31302
2. TOTAL LAND ACREAGE = 15.00(±) AC
   TOTAL DISTURBED ACREAGE = TBD(±) AC
3. EXISTING USE OF PROPERTY : UNDEVELOPED
   PROPOSED USE OF PROPERTY : CONTRACTOR'S OFFICES

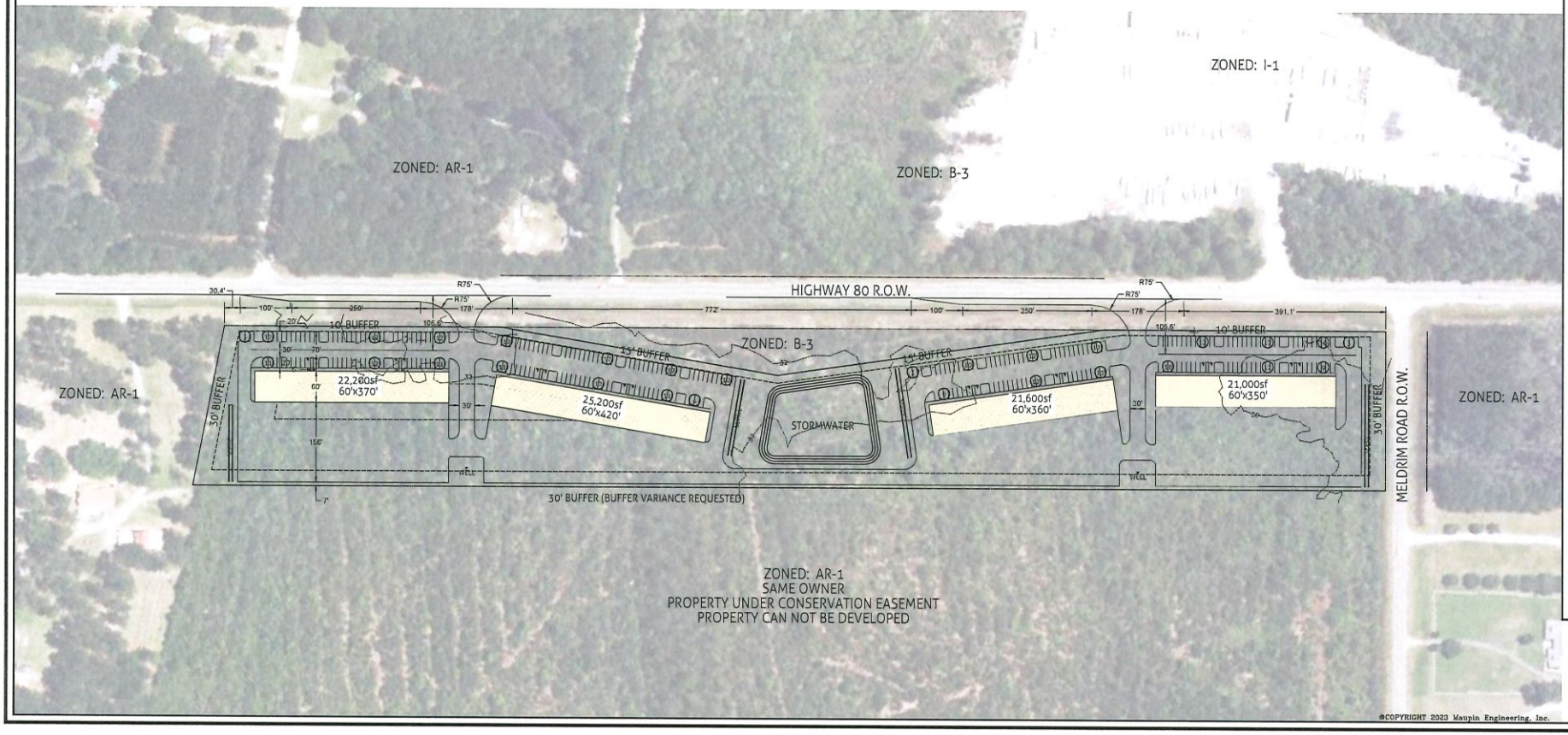
   PRESENT SITE ZONING : AR-1
   PROPOSED ZONING : B-3
4. BUILDING FOOTPRINT = 90,000SF
5. PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP # 13103C0361E, DATED 03/15/15
6. PARKING SPACE CALCULATIONS:

   REQUIRED FOR USE WHOLESALE AND WAREHOUSE:
   1 SPACE / 2 EMPLOYEES * 240 EMPLOYEES = 120 SPACES
   + 1 SPACE / 50 SF OF RETAIL SALES OR SERVICE * 1,500SF/BUILDING * 4 BUILDINGS = 120 SPACES
   TOTAL = 240 SPACES

   PROVIDED:
   295 SPACES (INCL. 16 ADA)

PREPARED FOR:

DEMOTT DEVELOPMENT LLC
RAY DEMOTT
P.O.BOX 7442
SAVANNAH, GA 31418
912.447.1000
developer@email.com



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REVISIONS

NO.	DATE	DESCRIPTION

MAUPIN™ engineering

114 WEST 42nd STREET
SAVANNAH, GA 31401
CIVIL PHONE (912) 235-2015
GENERAL/MAUPIN ENGINEERING CLUB

GENERAL DEVELOPMENT PLAN

Faulkville Flex Space

LEVEL II E&S

GEORGIA REGISTERED PROFESSIONAL ENGINEER RAY A. MAUPIN

CERT. #21051 EXP: 12/01/2024

STATUS:

SKETCH

DRWN: AAA 8-24-2023
CHK'D: JAM DATE

50 0 100
SCALE: 1" = 100'

SHEET NO.

1of1

235-23-07

PROJECT NO.

Item XV. 9.

03290041E01 U.S HWY 80 & MELDRIM RD



9/12/2023

Tax Parcel Labels

Tax Parcels

Roads Efn_fin_cache

Red: Band_1

Green: Band_2

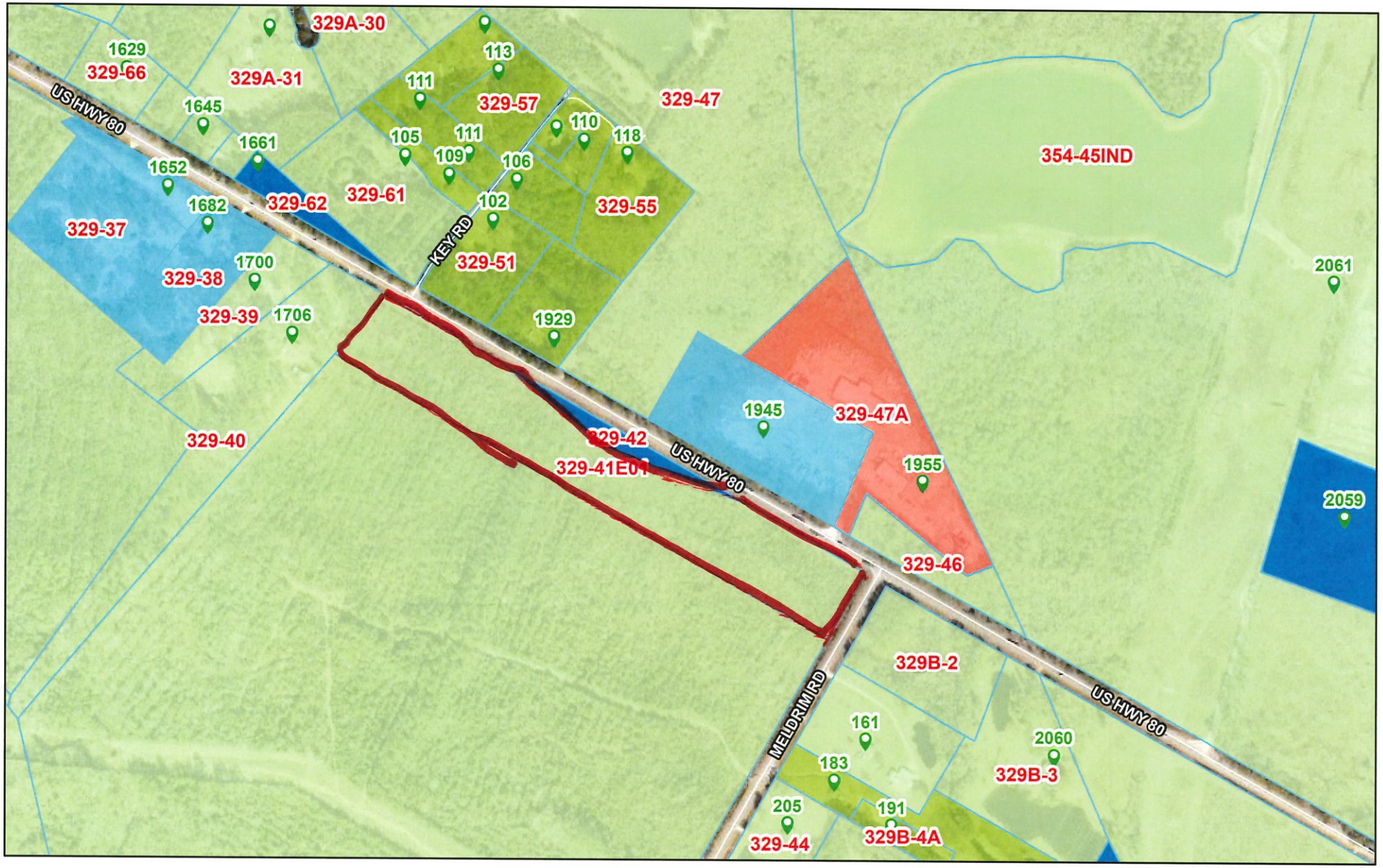
1:15,799

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin INCREMENT P, USGS, METI/NASA, EPA, USDA

03290041E01 U.S HWY 80 & MELDRIM RD



9/12/2023

Address Points
Tax Parcel Labels
Tax Parcels
Roads
Effingham County Zoning
AR-1
AR-2
B-2
B-3
I-1
Efn_fin_cache
Red: Band_1
Green: Band_2

1:7,899

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA, Effingham County BOC

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: November 7, 2023
Item Description: **Quail Preserve, LLC** requests a variance from Section 3.4.1, to eliminate the required buffer between commercial & AR zoning districts. Located on US Highway 80**. [Map# 329 Parcel#41E01]**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request for a variance from Section 3.4.1, to eliminate the required buffer between commercial & AR zoning districts.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Appendix C – Zoning Ordinance, Article III – General Provisions, Section 3.4.1, a 30’ buffer is required between B-3 and AR-1 zoned districts.
- This parcel was approved for rezoning to B-3 at the October 3, 2023 Board of Commissioners meeting to allow for development of multiple flex use buildings.
- The 15-acre parcel is less than 300’ deep and encumbered on the north side by 1.16-acre strip of land zoned B-2 which obstructs the full range of development on Highway 80 frontage.
- The proposed well sites are currently located in the 30’ buffer on the south side of the parcel.
- The adjacent property on the south side is owned by the applicant and under conservation status and therefore cannot be developed at this time.
- At the October 10, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Brad Smith second, the motion carried unanimously.

Alternatives

1. Approve the request for a variance from Section 3.4.1
2. Deny the request to **rezone** 1.5 +/- 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. 329-41E01
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 329-41E01

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, QUAIL PRESERVE, LLC has filed an application for a variance, from section 3.4.1, to eliminate the required buffer between commercial & AR zoning districts; map and parcel number 329-41E01, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 7, 2023 and notice of said hearing having been published in the Effingham County Herald on October 11, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 20, 2023; and

IT IS HEREBY ORDAINED THAT a variance from section 3.4.1, to eliminate the required buffer between commercial & AR zoning districts; map and parcel number 329-41E01, located in the 1st commissioner district is approved.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK